

THIS AGREEMENT made this day of , 2017 between:

M&M FARMS LTD.
(hereinafter referred to as “M&M”)

- and –

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter referred to as “the Town”)

WHEREAS M&M is the registered owner of the property legally described as Con 3 Ed Pt Lot 11 RP 12R8331 Part 2; and municipally described as 1755 Road 4 East, Kingsville, Ontario;

AND WHEREAS there is a planned twenty-four (24) acre hydroponic tomato greenhouse development underway on the M&M Property, which is currently un-serviced;

AND WHEREAS M&M has requested approval from the Town to use municipal water to service the greenhouse development;

AND WHEREAS M&M was unsuccessful in obtaining signatures from a majority of the property owners in accordance with the Town’s Water Works Policy for the construction of water works;

AND WHEREAS M&M wishes to proceed with the construction of water works to facilitate the delivery of municipal water to the M&M Property, which cost shall be borne entirely by M&M;

NOW THEREFORE in consideration of the undertakings and agreement hereinafter expressed and upon the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. In this Agreement the following words shall have the following meaning:
 - a. “M&M Property” means the property legally described as Con 3 Ed Pt Lot 11 RP 12R8331 Part 2; and municipally described as 1755 Road 4 East, Kingsville, Ontario;

- b. "Petition" means the Petition for Water Works, in accordance with the Policy, as executed by M&M, which forms part of this Agreement and is attached as Schedule "A";
 - c. "Policy" means the Town's Water Works Policy which outlines the procedure for the construction of water works, attached hereto as Schedule "B";
 - d. "Private Connections" means the private water service connections that must be installed by the property owner, subject to all necessary permits being obtained by the Town, for water delivery from Town owned infrastructure to the M&M Property;
 - e. "Town" means The Corporation of the Town of Kingsville;
 - f. "Water Works Area" means the area defined in the Petition;
 - g. "Water Works Project" means the development and construction of new watermain infrastructure to deliver municipal water to the M&M Property for the planned greenhouse development in accordance with the Policy;
2. The parties understand and agree that the Water Works Project shall proceed in accordance with the Policy with the following exceptions:
- a. M&M shall be the sole petitioner, and there shall be no requirement to obtain any other signatures on the Petition (attached as Schedule "A"); and
 - b. Subject to provision 3, M&M shall be responsible for the entire cost of the Water Works Project, including all appurtenances, incidentals and engineering.
3. The parties agree that should the Town wish to include any additions or enhancements to the Water Works Project, which additions or enhancements go beyond the scope of the Water Works Project, the cost of those additions or enhancements shall be borne by the Town.
4. The parties acknowledge and agree that ownership of the water works infrastructure constructed in accordance with this Agreement, the Petition and the Policy rests solely with the Town. For clarity, ownership by the Town does not extend to the Private Connections that are required to be installed in accordance with the Policy.
5. M&M agrees that upon Council's acceptance of the petition an engineer will be appointed by the Town, which engineer shall prepare a report for the Water Works Project. The parties further agree that the engineer's

report is subject to the approval of M&M and acceptance by the Council of the Town, in accordance with the Policy.

6. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto and every assignee or successor shall be bound by all obligations of the parties hereunder.
7. This Agreement and all attached schedules constitute the entire Agreement between the parties to this Agreement pertaining to the subject-matter hereof and supersede all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other Agreements between the parties in connection with the subject-matter of this Agreement except as specifically set forth herein.
8. Except as provided in this Agreement, no amendment of this Agreement shall be binding unless signed by the party to be bound.

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IN WITNESS WHEREOF the parties have duly executed this Agreement with effect from the day first written above.

SIGNED, SEALED & DELIVERED
In the presence of

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

NELSON SANTOS, MAYOR

JENNIFER ASTROLOGO, CLERK

M&M FARMS LTD.

NAME
Title

NAME
Title

I/We have the authority to bind the Corporation

Schedule “A”

Schedule “B”