

BY-LAW NUMBER 19-86

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to authorize the entering into a subdivision agreement between MacPherson Builders (Stayner) Limited, The Estates of Clearview Inc. and The Corporation of the Township of Clearview.

WHEREAS MacPherson Builders (Stayner) Limited and the Estate of Clearview Inc. lands have been draft plan approved, being File Number 2004-011-SD;

AND WHEREAS the municipality is authorized to enter into such agreements pursuant to Section 51(26) of the Planning Act R.S.O., 1990, c.P.13 as amended;

AND WHEREAS a subdivision agreement has been prepared in the Township's standard form;

AND WHEREAS the Owner has met all the Township requirements for the execution of the Agreement;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized and directed to execute a Subdivision Agreement for Nottawasaga Station Phase 1 with MacPherson Builders (Stayner) Limited and the Estates of Clearview Inc., in the form attached hereto as Schedule "A" and Schedule "A" forms part of this By-law.
2. This By-law shall come into force and take effect on the date of its passing.

By-law Number 19-86 read a first, second and third time and finally passed this 23rd day of September 2019.

MAYOR

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

**THE CORPORATION OF THE TOWNSHIP OF
CLEARVIEW**

**CONSOLIDATED DEVELOPMENT
AND SUBDIVISION AGREEMENT**

**THIS AGREEMENT made in quadruplicate as of this
day of September, 2019**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter referred to as the "Municipality")

- And -

THE ESTATES OF CLEARVIEW INC.

(hereinafter the "Owner")

- And -

MACPHERSON BUILDERS (STAYNER) LIMITED

(hereinafter the "Builder")

WHEREAS the Owner is the registered owner of lands (the "Lands") described in Schedule "A" and has applied to the Municipality pursuant to the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "Planning Act") for approval to subdivide and develop the Lands in accordance with a draft plan of subdivision (the "Plan of Subdivision") to be registered with respect to the Lands;

AND WHEREAS the Municipality has given conditional approval to the registration and development of the Plan of Subdivision subject to the requirement that the Owner enter into this Agreement to implement the conditions of approval related to the development of the Lands including fulfilment of all of the requirements contained in this Agreement;

AND WHEREAS the Owner and the Municipality have agreed, for valuable consideration, to give effect to approval requirements of the Municipality related to the development of the Lands which may extend beyond the requirements of a subdivision agreement and have included such requirements in this Agreement as a consolidated development and subdivision agreement enforceable as a matter of contract;

AND WHEREAS subsection 51(26) of the Planning Act permits the registration of this Agreement against the Lands to which it applies and provides that the Municipality may enforce the terms and conditions of this Agreement against the Owner and any subsequent owners of the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the Municipality approving the registration of the Plan of Subdivision, the covenants hereinafter expressed and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree one with the other as follows:

**CONSOLIDATED DEVELOPMENT
AND SUBDIVISION AGREEMENT**

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PART I

Basis of Agreement

1. Lands

This Agreement applies the Lands described in Schedule "A".

2. Scope of Agreement

This Agreement defines the obligations and duties of the Owner with respect to the subdivision and development of the Lands which shall include the installation, construction, repair and maintenance of certain Works as defined and stipulated in this Agreement. Without limiting the generality of the foregoing, the obligations and duties may include Parks Services and Additional Works (as hereinafter defined) to be provided and/or payments to be made to the Municipality and to such other persons or entities, and such other matters as may be more specifically set out herein. In addition, this Agreement defines the responsibilities of the Owner related to the Acceptance and Assumption of the Works within and related to the development of the Plan of Subdivision or any parts thereof.

3. Schedules

The following schedules are attached hereto and form part of this Agreement:

SCHEDULE "A"	DESCRIPTION OF THE LANDS
SCHEDULE "B"	APPROVED PLANS, DRAWINGS AND REPORTS
SCHEDULE "C"	DEFINITIONS
SCHEDULE "D"	WORKS TO BE CONSTRUCTED
SCHEDULE "E"	DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER
SCHEDULE "F"	REQUIRED FORM AND AMOUNT OF SECURITIES AND DEPOSITS
SCHEDULE "G"	ADMINISTRATION OF SECURITIES
SCHEDULE "H"	OWNER'S COST OBLIGATIONS
SCHEDULE "I"	OWNER'S INDEMNIFICATION OF THE MUNICIPALITY
SCHEDULE "J"	CONDITIONS FOR THE ISSUANCE OF BUILDING PERMITS AND OCCUPANCY AND USE
SCHEDULE "K"	GENERAL CONDITIONS OF APPROVAL
SCHEDULE "L"	SPECIAL CONDITIONS OF APPROVAL
SCHEDULE "M"	WORK SCHEDULE
SCHEDULE "N"	CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE OF WORKS
SCHEDULE "O"	CONDITIONS AND REQUIREMENTS FOR ASSUMPTION OF WORKS
SCHEDULE "P"	OWNER'S INSURANCE REQUIREMENTS

SCHEDULE "Q"	LANDS TO BE CONVEYED BY THE OWNER
SCHEDULE "R"	RESTRICTIVE COVENANTS
SCHEDULE "S"	NOTICES AND WARNING CLAUSES
SCHEDULE "T"	DEVELOPMENT CHARGES
SCHEDULE "U"	ONTARIO LAND SURVEYOR'S CERTIFICATE
SCHEDULE "V"	THE UPPER-TIER AND MINISTRY OF TRANSPORTATION APPROVAL CONDITIONS
SCHEDULE "W"	REASONABLE EFFORTS

The schedules listed above and in the table of contents to this Agreement, and which are attached to this Agreement, are incorporated into this Agreement by reference and are deemed to be an integral part hereof.

PART II

Approved Works

4. Construction of Works

Following execution of this Agreement, the Owner shall construct, install or otherwise provide the Works required by this Agreement, including those more particularly identified in Schedules "B" and "D", on or within the Lands and lands adjacent or related to the Lands. The Owner acknowledges that the Works may therefore include Works that are external to the Lands.

The Owner shall, prior to commencing any work on the Lands or adjacent lands with respect to the proposed development of the Plan of Subdivision, obtain all necessary permits and approvals from the Municipality and from all Federal and Provincial government authorities and agencies, utility suppliers and any other agencies or authorities having jurisdiction with respect to the Lands or adjacent lands and shall provide the Municipality with a copy of all permits and approvals other than those issued by the Municipality.

5. Approved Drawings

The Owner covenants and agrees to construct the Works as required in accordance with the Approved Plans listed and/or referred to in Schedule "B" and any subsequent plans, drawings, sketches, details or specifications authorized by the Municipality. The preparation of the Approved Plans will be strictly undertaken and completed in accordance with the Municipality's design criteria, design standards, specifications and procedures. The Owner's Professional Engineer is to provide or arrange to provide the Municipality with copies of all documentation and material reasonably required for the review and approval of the Approved Plans by the Municipality together with a list of the numbers, lengths, sizes, materials, specifications etc. of all municipal infrastructure forming part of the Works, including but not limited to, storm and sanitary sewers, watermains, roads, sidewalks and any other underground or above-ground appurtenances.

6. Approved Works

The Owner acknowledges that the Municipality's review and approval of the Approved Plans is on the basis of a proposal for the construction and development of the first phase ("Phase 1") of a proposed 994 dwelling unit plan of subdivision which is to be developed in multiple phases. Phase 1 (otherwise referred to throughout this Agreement as the Plan of Subdivision) is comprised of subphases 1A, 1B and 1C (hereinafter referred to as a "phase"), will include Lots 1-72 and Blocks 73-83 as more particularly described in Schedule "A" to this Agreement. The Owner acknowledges that the remainder of the lands comprising the balance of proposed 994 dwelling unit plan of subdivision are to be developed through additional *Planning Act* applications.

The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Approved Plans that have been approved by the Municipality for the construction and development of the Plan of Subdivision without its prior written approval which approval may be unreasonably withheld.

No construction shall take place contrary to the Approved Plans without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that the Approved Plans shall comply with all relevant provisions of the Ontario Building Code and all by-laws in force in the Municipality as well as all regulations or laws of any other governmental body.

Where an alteration to the Works is proposed, a written submission to the Municipality must be made and such change must be approved in writing by the Municipality. Such approval may incorporate additional conditions or requirements.

The request and approval shall be appended to the original copy of this Agreement retained on file by the Municipality and shall be deemed to form part of this Agreement, upon approval by the Municipality, without the necessity of a further amendment to this Agreement or its registration on title to the Lands.

The Municipality, in its sole and unfettered discretion, and acting reasonably, may alter required Works or related specifications at any time prior to the construction or installation of the Works in accordance with updates to its design criteria, design standards, specifications and procedures or may require such alterations during or following construction in response to site conditions and any difficulties or problems encountered during construction and development of the Plan of Subdivision. Alterations during or following construction shall be reasonably specified to correct problems related to the proper and safe provision or operation of the Works. Any such variation shall be provided to the Owner's Engineer in writing and shall be appended to an executed copy of this Agreement. Such changes shall be required to be incorporated in the as-built drawings to be prepared by the Owner's Engineers pursuant to the requirements of this Agreement and form part of the Approved Plans.

PART III

Terms and Conditions

7. Registration of Plan

The Owner agrees that the Municipality shall proceed to authorize the registration of the Plan of Subdivision as soon as possible upon Final Approval by the Municipality concurrent with the registration of this Agreement on title to the Lands.

8. Registration of Agreement

The Owner acknowledges and agrees that this Agreement, and all Schedules attached hereto, will be registered by the Municipality upon title to the Lands concurrent with the registration of the Plan of Subdivision and prior to all encumbrances. The Owner further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement on title to the Lands, as well as all other costs incurred by the Municipality in connection with the registration of any other documents pertaining to this Agreement.

This Agreement shall be binding on the Owner and all future Owners and shall run with the Lands.

9. Inhibiting Order

The Owner covenants and agrees to the presentation for registration of an application for an order by the Municipality inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Plan of Subdivision. The Owner covenants to do nothing that will affect the registered title of the Lands until the inhibiting order is entered against title to the Lands. The Owner acknowledges that the Municipality shall not be obligated to register any documents in compliance with the inhibiting order, or to apply to have the inhibiting order removed from title, until the Owner has supplied all documents in compliance with this Agreement in registerable form to the Municipality and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the Lands.

Where required, the inhibiting order will include a requirement that the Owner enter into one or more restrictions to be registered on title to the Lands in favour of the Municipality that will prevent any dealing with specified lots or blocks within the Plan of Subdivision to enable and ensure that the Municipality has effective control over the development of the Lands in phases to the extent that it has agreed with the Owner to permit the Owner to proceed with the development of the Plan of Subdivision on that basis so as to ensure proper servicing and that all required Works are in place and all securities required by the Municipality for each phase have been provided as more particularly set out in Schedule "F". The restrictions will prevent the Owner from either transferring ownership of the phased lots or blocks or registering a charge against the phased lots or blocks without the prior written consent of the Municipality, which consent shall be provided at the Municipality's sole discretion, acting reasonably.

10. First Priority, Postponement and Subordination

This Agreement shall be registered as first priority against title to the Lands by the Owner and shall take priority over any vendor take-back mortgages or subsequent mortgages and registrations or any other encumbrances against title to the Lands.

The Owner agrees, at its own expense, to obtain and register such documentation from any mortgagee or other encumbrances as may be deemed necessary by the Municipality to give first priority to this Agreement.

11. Servicing Allocation

The Owner acknowledges and accepts that water and sewer capacity approvals are not guaranteed until the securities and deposits required by this Agreement are received in full. Where development of the Plan of Subdivision is to be phased, such securities and deposits may also be phased subject to the prior written approval of the Municipality. Accordingly and correspondingly, the water and sewer capacity approvals shall also be phased. In such instances, servicing for subsequent phases cannot be guaranteed and may not be available. The Municipality shall not be required to provide such services and development of subsequent phases may accordingly be delayed until services are available. The Owner may, however, enter into a separate development agreement or agreements with the Municipality to provide the required Works allowing for the allocation of water and sewer services and release of subsequent phases.

12. Building Permits

The Owner acknowledges that compliance with the *Ontario Building Code* and the regulations thereunder is mandatory. This also includes compliance with applicable law.

The Owner covenants and agrees that no building permits to construct any buildings or structures contemplated under this Agreement shall be applied for and no permits shall be issued until this Agreement has been fully executed and registered on title to the Lands and the conditions and requirements for a building permit as set out herein have been met to the Municipality's satisfaction.

13. Consolidated Agreement

The Owner acknowledges that this Agreement is a consolidated development and subdivision agreement incorporating all of the Municipality's requirements which may or may not extend beyond the normal requirements of subdivision approval. It is further agreed that these requirements are incorporated into this Agreement as a consolidated development and subdivision agreement in accordance with the Municipality's powers and rights under both the *Municipal Act, S.O. 2001, c. 25*, (the "Municipal Act") and the *Planning Act*, both as may be amended from time to time.

14. Amendments

The Owner acknowledges and agrees that there shall be no amendments or changes to this Agreement, or the Schedules attached hereto which form part of the Agreement, unless and until such amendments or changes have been approved in writing by the Municipality.

15. Development to Proceed Expeditiously

This Agreement requires that development of the Plan of Subdivision commence within one (1) year and be completed within three (3) years of the date of this Agreement unless otherwise agreed to by the Municipality.

If the proposed development governed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days' notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for Works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement. In the event that this Agreement is declared null and void, the Municipality shall be under no obligation to release the inhibiting order and may refuse to do so until a new agreement is registered to the satisfaction of the Municipality and all applicable securities, deposits, fees and charges are paid to the Municipality.

In the event that the Works are not completed within three (3) years from the date of the signing of this Agreement, the Municipality may, at its option, at any time after three (3) years of the date of execution of this Agreement, declare this Agreement to be in default. Any securities held at the time of default of this Agreement by the Municipality shall be returned forthwith to the Owner less the Municipality's expenses for rendering the Lands safe and presentable, together with its overhead expenses, or, at the Municipality's discretion, the Municipality may fully complete the Works required by this Agreement utilizing the securities to recover associated costs, together with overhead, legal or other expenses. Where securities are insufficient to recover costs for such Works, the Municipality may take any measures to recover its costs pursuant to applicable clauses of this Agreement and/or as otherwise permitted by law. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for Works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement.

16. Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

17. Default

If, in the opinion of the Municipality, the Owner:

- a) has improperly carried out the Works required by this Agreement;
- b) has neglected or abandoned the Works before completion;
- c) has unreasonably delayed the installation of Works so that the conditions of this Agreement are violated, or executed carelessly, or in bad faith;
- d) has neglected or refused to renew or again install the Works as may have been rejected by the Municipality as defective or unsuitable; or,
- e) in the opinion of the Municipality, has defaulted in performing the terms of this Agreement,

then, the Municipality shall notify the Owner in writing of such default. If the default is not remedied within fourteen (14) calendar days of such notification, then the Municipality has the authority to immediately purchase services, materials, tools and machinery, and to employ workers, as in its opinion are required for the completion of the Works, all at the expense of the Owner. The cost of the work shall be calculated by the Municipality whose decision shall be final. The cost of the work shall include a management fee not exceeding twenty percent (20%) of all purchasing, labour, material and machine time and other charges incurred to complete the work.

18. Notice

- (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered, emailed, or sent by electronic transmission to:

The Estates of Clearview Inc.
 16 Melanie Drive, Suite 101
 Brampton, ON
 L6T 4K9
 Attention: Sean Ford
 Phone: (905) 790-2333
 Email: sford@dancor.ca

With a copy to:

Macpherson Builders (Stayner) Limited
 40 West Wilmot Street, Suite 6
 Richmond Hill, ON
 L4B 1H8
 Attention: Russell Higgins
 Phone: (905) 882-8000
 Email: russell@macphersonbuilders.com

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by electronic transmission shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered, emailed, or sent electronic transmission to:

Director of Public Works
 Township of Clearview Township Box 200, 217 Gideon St.
 Stayner, Ontario, L0M 1S0
 705-428-6230
 mrawn@clearview.ca

or such other address of which the Municipality has notified the Owner, in writing, and any such notice mailed, delivered or sent by electronic transmission shall be deemed good and sufficient notice under the terms of this Agreement.

19. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the Lands.

In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction.

20. Entry by Municipality

Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contractors, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the Works on the Lands for the purposes of determining compliance with this Agreement.

21. Compliance

Any action taken by the Municipality or on its behalf, pursuant to this Agreement, shall be in addition to and without prejudice to its recourse to any security or other guarantee given by or on behalf of the Owner for the performance of the Owner's covenants and Agreements herein and upon default on the part of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to utilize all of the applicable provisions of the *Municipal Act*, as amended, from time to time.

22. No Challenge to Agreement

The Owner covenants and agrees not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal,

the Municipality's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that this provision shall not be severable from the terms of this Agreement. This provision may be pleaded by the Municipality in any action or proceeding as an estoppel to any denial of such right.

23. Successors & Assigns

It is hereby agreed by and between the Owner and the Municipality that this Agreement shall be enforceable by and against the Owner and the Municipality and their respective heirs, executors, administrators, successors and assigns, as applicable.

24. Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires, including the payment of any applicable taxes (including HST).
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto and any reference herein which may be incomplete or out-dated shall be taken to mean the complete or current version of the applicable statute.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable except where specifically stated otherwise, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) This Agreement contains standard clauses and operational clauses which may or may not apply from time to time or in the context of the development and the intent of the agreement. All requirements and clauses of this Agreement shall be interpreted with respect to the intent of the Agreement for the development of the Plan of Subdivision and the applicability of the requirement or clause in that context. Where applicability requires clarification, the Municipality shall make the determination of applicability in its sole and unfettered discretion.

25. Waiver

The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder by the Owner be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights at law to enforce any or all of the terms of this Agreement.

26. No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, the Owner acknowledges and accepts that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor Councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

27. Assumption by Owner of Obligations

The Owner's assumption of the obligations imposed by this Agreement is one of the considerations without which the Municipality would not:

- a) have zoned the property for the development;
- b) approved registration and development of the Plan of Subdivision;
- c) have executed this Agreement; or,
- d) have issued any building permit with respect to development of the Lands.

28. Administration of Agreement

Unless otherwise specifically indicated, this Agreement shall be administered and enforced by the Director of Public Works of the Municipality. The Director may assign all or some of these duties to other employees and or agents of the Municipality.

29. Counterparts

The parties acknowledge and agree that this Agreement and any schedules hereto may be executed in counterparts, which, taken together, shall constitute one and the same instrument. Facsimile copies of counterparts of this Agreement shall be deemed to be originals and shall be binding upon the parties executing same in the same manner as if each party had executed the original.

30. Electronic Registration

The Owner consents to the registration of this Agreement by the Municipality upon title to the Lands at the expense of the Owner and agrees to execute such further and other documents, consents or applications as may be required for the purpose of securing registration and giving effect to the provisions of this Agreement.

The parties hereto authorize and direct the Municipality's solicitor to electronically register this Agreement on their behalf on title to the Lands and to complete and sign a Notice under Section 71 of the *Land Titles Act*, R.S.O. 1990, c. L.5, as may be amended from time to time, on their behalf to effect registration.

31. Entire Agreement

This Agreement including the Schedules and any other documents referred to in this Agreement and on file at the Municipality’s office constitute the entire agreement between the parties.

PART IV

Execution

IN WITNESS WHEREOF the parties hereto have executed this Agreement having affixed their respective seals under the hands of their proper officers duly authorized in that behalf as of the date above first written.

SIGNED, SEALED AND DELIVERED

Dated:

**(Witnessed by
If not a corporation)**)
)

The Estates of Clearview Inc.

Sean Ford, A.S.O.

) I have full authority to the bind the
) Corporation
)
)

MacPherson Builders (Stayner) Limited

Russell Higgins, Authorized Signing Officer

) I have full authority to the bind the
) Corporation
)
)

**THE CORPORATION OF THE
TOWNSHIP OF CLEARVIEW:**

Doug Measures, Mayor

Pamela Fettes, Clerk

) We have authority to bind the Corporation
)

SCHEDULE "A"**DESCRIPTION OF THE LANDS**

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

[legal description to be inserted]

SCHEDULE "B"

APPROVED PLANS

NOTE: It is understood and agreed that this Schedule, which describes the approved plans, drawings, reports, specifications, sketches, elevations, details and renderings submitted to and approved by the Municipality for development of the Lands referred to and filed at the offices of the Municipality, forms part of the Agreement to which it is appended.

The Owner shall develop, operate and manage the Lands according to the following Approved Plans:

1.	GN01: General Notes prepared by C.F. Crozier and Associates Inc. dated July 2019;
2.	GP01: General Services Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
3.	GP02: General Services Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
4.	GP07: Sidewalks and Trails Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
5.	GP08: Phasing Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
6.	GP09: Driveway Location & Control Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
7.	GP10: Rainwater Capture and Re-Use Plan prepared by C.F. Crozier and Associates Inc. Dated July 2019;
8.	WGP01: Water Distribution and Layout Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
9.	WGP02: Water Distribution and Layout Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
10.	ST01: Storm Drainage Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
11.	ST02: Storm Drainage Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
12.	SA01: Sanitary Drainage Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
13.	SA02: Sanitary Drainage Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
14.	SP01: Signage and Line Painting Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
15.	SP02: Signage and Line Painting Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
16.	GR01: Grading Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
17.	GR02: Grading Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
18.	GR03: Grading Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
19.	GR06: Grading Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
20.	GR16: Grading Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
21.	GRN1: Urban Lot Grading Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
22.	P01: Junction Road prepared by C.F. Crozier and Associates Inc. dated July 2019;
23.	P02: Junction Road prepared by C.F. Crozier and Associates Inc. dated July 2019;
24.	P06: Springfield Crescent prepared by C.F. Crozier and Associates Inc. dated

	July 2019;
25.	P07: Springfield Crescent prepared by C.F. Crozier and Associates Inc. dated July 2019;
26.	P08: Breton Street prepared by C.F. Crozier and Associates Inc. dated July 2019;
27.	P09: Breton Street prepared by C.F. Crozier and Associates Inc. dated July 2019;
28.	P18: Prescott Drive prepared by C.F. Crozier and Associates Inc. dated July 2019;
29.	P52: Mowat Street (Phase 1) prepared by C.F. Crozier and Associates Inc. dated July 2019;
30.	P53: Mowat Street prepared by C.F. Crozier and Associates Inc. dated July 2019;
31.	P54: Mowat Street prepared by C.F. Crozier and Associates Inc. dated July 2019;
32.	CH01: Channel Plan & Profile prepared by C.F. Crozier and Associates Inc. dated July 2019;
33.	CH02: Channel Plan & Profile prepared by C.F. Crozier and Associates Inc. dated July 2019;
34.	CH09: Channel Typical Sections prepared by C.F. Crozier and Associates Inc. dated July 2019;
35.	SWM01: SWM Pond Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
36.	SWM02: SWM Pond Outlet Plan and Profile prepared by C.F. Crozier and Associates Inc. dated July 2019;
37.	SWM03: Outlet Control Details West Channel prepared by C.F. Crozier and Associates Inc. dated July 2019;
38.	SWM05: Standard Drawing and Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
39.	SWM06: Standard Drawing and Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
40.	UT01: Utility Coordination Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
41.	UT02: Utility Coordination Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
42.	UT03: Utility Coordination Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
43.	UT06: Utility Coordination Plan prepared by C.F. Crozier and Associates Inc. dated July 2019;
44.	DE01: OPSD Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
45.	DE02: OPSD Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
46.	DE03: OPSD Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
47.	DE04: OPSD Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
48.	DE05: Standard Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
49.	DE06: Standard Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
50.	DE07: Standard Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
51.	DE08: Standard Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
52.	SMP-L1: Stormwater Management Pond – Notes & Details Phase One prepared by Insite Landscape Architects Inc. dated July 2019;
53.	SMP-L2: Stormwater Management Pond – Notes & Details Phase One prepared by Insite Landscape Architects Inc. dated July 2019;
54.	CH-L1: Stormwater Channel Planting Phase One prepared by Insite Landscape Architects Inc. dated July 2019;

55.	CH-L2: Stormwater Channel Notes & Details Phase One prepared by Insite Landscape Architects Inc. dated July 2019;
56.	ST-1: Street Tree Planting Plan Phase One prepared by Insite Landscape Architects Inc. July 2019;
57.	ST-2: Street Tree Planting Notes & Details Phase One prepared by Insite Landscape Architects Inc. dated July 2019;
58.	010: Site Preparation and Erosion Control Plan Phase 1 prepared by C.F. Crozier and Associates Inc. dated July 2019;
59.	E100: Site Plan – Photometric (North) prepared by C.F. Crozier and Associates Inc. dated July 2019;
60.	E101: Site Plan – Photometric (South) prepared by C.F. Crozier and Associates Inc. dated July 2019;
61.	E102: Lighting Details prepared by C.F. Crozier and Associates Inc. dated July 2019;
62.	GP1C: Phase 1C – Temporary Access Road prepared by C.F. Crozier and Associates Inc. dated July 2019.
63.	FB01 – Phase 1A – Fire Break Lot Locations prepared by C.F. Croziers and Associates Inc. dated August 28, 2019.

The Owner shall develop, operate and manage the Lands according to the following reports:

1.	Nottawasaga Station (Phase 1) – Stormwater Management Detailed Design Report Addendum prepared by C.F. Crozier & Associates Inc. dated February 2019.
2.	Nottawasaga Station – Lamont Creek Floodline Analysis: Revision 2 prepared by C.F. Crozier & Associates Inc. dated February 2019.
3.	Traffic Impact Study prepared by C.F. Crozier & Associates Inc. dated September 2018.
4.	Updated Hydrogeological Investigation Nottawasaga Station – Phase 1 prepared by Terraprobe dated February 2019.
5.	Geotechnical Investigation Nottawasaga Station Proposed Residential Subdivision – Phase 1 prepared by Terraprobe dated January 2018.
6.	Subsurface Test Pit Investigation proposed Services Installation Nottawasaga Station Residential Development (Phase 1) prepared by Terraprobe dated August 2017.
7.	Supplementary Geotechnical and Hydrogeological Investigation Report prepared by AMEC dated March 2015.
8.	Nottawasaga Station Stormwater Management Detailed Design Report Town of Stayner prepared by TMIG dated January 2018.
9.	Nottawasaga Station Stormwater Management Operation and Maintenance Report Town of Stayner prepared by TMIG dated November 2017.
10.	Nottawasaga Station Proposed Watermain Sizing and Water Distribution System Analysis prepared by TMIG dated January 2018.
11.	Nottawasaga Station Detailed Design Report Town of Stayner prepared by TMIG dated November 2017.
12.	Architectural Control Guidelines prepared by John G Williams dated July 2017.

Where there is a conflict between the requirements of and/or the provisions of this Agreement and the Approved Plans listed above, the requirements of the Agreement shall take precedence. Where any further clarification is required, the Municipality shall, in its sole and unfettered discretion, make a decision concerning the applicable requirements and/or provision and its decision shall be binding on the parties in accordance with all other relevant terms and conditions of this Agreement.

The Owner shall adhere to the following Phasing Plan and/or lot and block development and requirements set out in this agreement for development of future phases or lots and blocks:

LOTS & BLOCKS TO BE REGISTERED

Lots 1 to 72

Block 73 – Future Development Block

Block 74 – Open Space

Block 75 – Road Widening

Block 76 – Stormwater Management Facility

Block 77 – Municipal Drainage Channel/Outlet

Block 78 – Jarlette Health Services

Block 79 – MTO Reserve Block

Block 80 – MTO Reserve Block

Block 81 – MTO Highway Road Widening

Block 82 – MTO Highway Road Widening

Block 83 – Stormwater Drainage Channel (partial)

FIRE BREAK LOTS

Lots 8, 14, 21, 30, 35, 48, 99, 111 are unsuitable for Building purposes until conditions met to release the fire break lot in accordance with K.5, Fire Compliance Measures.

PHASING PLAN

A Phasing Plan (GP08: Preliminary Phasing Plan prepared by C.F. Crozier and Associates Inc. dated July 2019.) has been prepared for Phase 1 of the overall proposed 994 dwelling unit plan of subdivision. Phase 1 (otherwise referred to throughout this Agreement as the Plan of Subdivision) is comprised of subphases 1A, 1B and 1C (hereinafter referred to as a “phase”) as described below:

Subphase 1A – Lots 1-72, Blocks 73-83, partial portion of Junction Road, Springfield Crescent, Prescott Drive & Breton Street.

Subphase 1B – An approximately 121 m extended section of Junction Road constructed to a full urban standard, and to the satisfaction of the Municipality. Phase 1B is required to provide access, services and infrastructure to Blocks 77 & 78.

Subphase 1C – An approximately 128 m section of temporary road including the installation of a temporary turn-around/hammerhead at the end of the temporary roadway to rural standard STD-R1A. Phase 1C is required to provide frontage and access to Block 78. Prior to approval of future phases, Phase 1C is to be demolished and reconstructed to a full urban standard, and to the satisfaction of the Municipality.

The Owner acknowledges that the remainder of the lands comprising the balance of proposed 994 dwelling unit plan of subdivision are to be developed through additional *Planning Act* applications.

SCHEDULE "C"

DEFINITIONS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

Definitions

In the Agreement to which this Schedule is attached, the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- (a) "Acceptance" means the date upon which the Municipality considers Works to be substantially completed after the "Initial Acceptance", either collectively or in part, as the case may be, pending the completion of all requirements noted in this Agreement;
- (b) "Additional Works" means any drainage work and drainage infrastructure including soak-away pits, grading, landscaping, fencing, tree planting, buffering, berming or other development requirements associated with the proper development of the Plan of Subdivision and which are listed as additional works to be completed pursuant to this Agreement;
- (c) "Agreement" means this consolidated subdivision agreement;
- (d) "Approval" means Draft Plan of Subdivision approval given under the Planning Act;
- (e) "Approval Authority" means the Municipality;
- (f) "Approved Plans" means all of the plans, drawings, reports, specifications, sketches, elevations, details and renderings submitted to and approved by the Municipality for development of the Lands, as are more particularly set out in Schedule "B" hereof
- (g) "Assumption" means the date when Works, either collectively or in part, as the case may be, under this Agreement have been completed, the Maintenance Period has expired, the Municipality has assumed the Works by by-law and the responsibility for future maintenance of Works;
- (h) "Contractor" or "Subcontractor" means a contractor or subcontractor hired or retained to carry out the Works or a portion of the Works;
- (i) "Control Architect" means the Municipality's professional architect who is engaged and retained in accordance with this Agreement at the expense of the Owner;
- (j) "Director of Public Works" means the person from time to time holding the title of Director of Public Works for the Municipality or his or her designate including General Manager of Transportation and Drainage or General Manager of Environmental Services;
- (k) "Director of Planning and Development" means the person from time to time holding the title of Director of Planning and Development for the Municipality or his or her designate;
- (l) "Engineer" means the Owner's professional consulting engineer who is hired and retained in accordance with this Agreement;
- (m) "Final Approval" means approval for the final Plan of Subdivision under the Planning Act;

- (n) "Initial Acceptance" means the date upon which the Municipality first considers Works to be substantially completed in a plan of subdivision or phase to allow for the issuance of building permits and for consideration of the first release of securities on Works completed;
- (o) "Maintenance Period" means the minimum of two (2) year maintenance period after Acceptance, and until Assumption of Works, either collectively or in part;
- (p) "Owner" means the person(s) who own(s) the Lands, and includes associated corporations, and corporations controlled by persons other than corporations. One corporation is associated with another if:
 - (i) one of the corporations controls or is controlled by the other; or,
 - (ii) both of the corporations were, or are, controlled by the same person or group of persons; or,
 - (iii) each of the corporations was or is, controlled by one person, and the person who controlled, or controls, one of the corporations was, or is, related to the person who controlled, or controls, the other; and one of the those persons owned, or owns, directly or indirectly, in respect of each corporation, not less than ten percent (10%) of the issued shares of any class of the capital stock; or,
 - (iv) one of the corporations was, or is controlled by one person; and that person was, or is, related to any member of the group of persons that controlled, or controls, the other corporation, and that person or that group of persons owned, or owns, directly or indirectly, in respect to each corporation, not less than (10%) of the issued shares of any class of the capital stock.
- (q) "Planning Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or any successor statute;
- (r) "Park Services" means those lands, services, facilities and amenities, including park furniture, related to public parks and public recreational lands and may also be referred to as Park Works in this Agreement;
- (s) "Seasonal High Groundwater Level" means the elevation of groundwater on the Lands during highest seasonal condition based on observed groundwater conditions and soil profiles as determined by a qualified soils engineer or hydrogeologist in accordance with requirements of the Municipality;
- (t) "Specifications" means the Municipality's design criteria, design standards, specifications and procedures as it may establish and amend from time to time;
- (u) "Work" or "Works" means all Works to be constructed pursuant to this agreement and includes Additional Works, Park Services and their respective component parts, all utilities, landscaping, tree planting and any other work or any facility, service, duty, or obligation of the Owner required pursuant to this Agreement;

SCHEDULE "D"

WORKS TO BE CONSTRUCTED

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

D.1 Works to be Constructed

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install or otherwise provide the following municipal services, works, facilities and amenities as Public Works, as shown in Approved Plans referred to in Schedule "B" to this Agreement:

Works:

- 1) storm sewers;
- 2) sanitary sewers;
- 3) watermains;
- 4) utilities;
- 5) public streets and highways, including sidewalks;
- 6) public highway reconstruction;
- 7) intersection improvements;
- 8) street signage;
- 9) rough grading, drainage and stormwater management works;
- 10) streetlighting and illumination devices;
- 11) pads for mail boxes;
- 12) sidewalks, walkways and trails;
- 13) driveway entrances;
- 14) fencing for privacy or noise attenuation purposes;
- 15) tree planting and landscaping on public lands and individual lots;

and all appurtenances related thereto.

All such Works may include internal as well as external Works.

D.2 Additional Works Required to be Constructed or Installed

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install, plant or otherwise provide the Additional Works as shown and/or detailed in the Approved Plans referred to in Schedule "B" to this Agreement:

- 1) soak-away pits;
- 2) driveways;
- 3) lot fencing;
- 4) lot and block grading and drainage including surface, roof leader and sump drainage;
- 5) lot and block revegetation including sodding and tree planting;
- 6) utilities;
- 7) high voltage electrical services;
- 8) road works associated with Phase 1B;
- 9) temporary road works associated with Phase 1C for Block 78 and,
- 10) list additional requirements related to Works on private lands

and all appurtenances related thereto.

Additional Works may include internal as well as external Works.

D.3 Park Services to be Constructed or Installed

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install, plant or otherwise provide the municipal park services,

works, trails, facilities and amenities and furniture, including the following as Park Services as shown and or detailed in the Approved Plans referred to in Schedule "B" to this Agreement:

- 1) park construction;
- 2) park grading and sodding;
- 3) landscaping;
- 4) walkways;
- 5) parking lots;
- 6) trails;
- 7) fencing; and,
- 8) list other park services, works or facilities

and all appurtenances related thereto.

SCHEDULE "E"

DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

E.1 Disbursements

The Owners shall pay to the Municipality forthwith upon demand such disbursements as may be or are incurred by the Municipality in connection with the administration of this Agreement, including, without limiting the generality of the foregoing: the cost of having its consulting engineers review plans and drawings on behalf of the municipality; the cost of having its consulting engineers carry out inspections of the Works and reviewing of requests to reduce securities, accept Works and assume Works; the cost of review and preparation of this Agreement; the cost of registration of this Agreement against title to the Lands; the costs of registration of all documentation related to conveyance and dedications of lands and easements under this Agreement and all documents; and, all agents' fees related to such registrations.

E.2 Administration Costs

The Owner, on entering into this Agreement, agrees that costs of administration and enforcement of this Agreement shall be recoverable by the Municipality as a cost to the Owner. The Owner hereby agrees to pay the Municipality for such reasonable costs related to administration and enforcement of this Agreement upon notification of the amount and nature of such costs by the Municipality's Treasurer and the Owner acknowledges that such costs constitute a debt owing to the Municipality and are recoverable in the same manner as taxes as permitted in accordance with the provisions of the *Municipal Act*, as it may be amended from time to time.

Administration costs may include, but shall not be limited to the costs of carrying out inspections of the Lands and Works and any processing or administrative functions carried out by the Municipality in regard to the development of the Lands. Such administration costs are not incorporated in the securities and deposits listed in Schedule F to this Agreement and are separately payable. However, where the owner is in default of payment, in addition to other remedies, the Municipality may recover such costs by using securities or deposits.

E.3 Tax Arrears & Levies

The Owner covenants and agrees to pay any arrears of taxes outstanding against the Lands immediately upon execution of this Agreement by the Owner. The Owner also undertakes and agrees that it shall be solely liable to pay all taxes levied, or to be levied, on the Lands in accordance with the assessment rolls until such time as the Lands have been separately assessed as lots and blocks and entered on the assessment roll according to the registered Plan of Subdivision.

E.4 Designated Charges and Impost Rates

The Owner covenants and agrees to pay, upon execution of this Agreement, all designated charges and imposed rates assessed and levied upon the Lands.

E.5 Lawful Levies and Rates

Notwithstanding the Works to be constructed and installed, the services to be performed and the payments to be made pursuant to this Agreement by the Owner, the Lands shall remain liable in common with all other assessable property in the Municipality to all lawful rates and levies of the Municipality.

SCHEDULE "F"

REQUIRED FORM AND AMOUNT OF SECURITIES AND DEPOSITS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

F.1 Securities and Deposits

Upon execution of this Agreement, the Owner will deposit with the Treasurer of the Municipality, to cover the faithful performance of the obligations of the Owner arising under this Agreement including but not limited to the construction of the Works identified in this Agreement, securities and deposits, in accordance with the amounts outlined in this Schedule in the following form:

- a) Cash, or certified cheque drawn on chartered banks, credit unions, caisses populaires, trust companies and other financial institutions, providing they are members of the Canadian Payments Association, or;
- b) An irrevocable Letter of Credit in favour of the Municipality, in a form approved by the Municipality, from an Ontario Branch of a Schedule One Canadian Chartered Bank, issued in accordance with the requirements of this Agreement, with an automatic renewal clause. The Letter of Credit shall be for a minimum guaranteed period of two (2) years or such time as the Municipality decides and shall be renewed automatically, as necessary, thirty (30) days prior to expiration unless the Municipality is notified sixty (60) days prior to expiry that the bank does not intend to renew the Letter of Credit, in which case the Municipality shall be free to draw upon the Letter of Credit and take any action which may be authorized by this Agreement, or in law, with respect to a default under this Agreement so as to ensure that securities and deposits are maintained at the level required by the Municipality to fulfill the obligations of the Owner pursuant to this Agreement.

F.2 Provisions for Liability of the Municipality

In the event that the Municipality incurs any expenses involving construction lien actions or any other actions respecting the construction or maintenance of Works, such expenses shall be paid by the Owner forthwith on demand of the Municipality and the Municipality may utilize securities and deposits to make such payments as are reasonably required to resolve the action.

F.3 Alternative Methods of Providing Securities and Deposits

The Municipality reserves the right to accept or reject any alternative methods of providing securities and deposits.

F.4 Costs Estimate as a Basis for Limits of Securities and Deposits

The cost estimate for the Works is set out in this Schedule and provides the basis for the amounts of the securities and deposits.

Such estimates shall be updated by the Owner and approved by the Municipality at the demand of the Municipality. Where the revised estimate of the cost of the Works is greater than the security or deposit provided upon execution of the Agreement, or where additional work is required by the Municipality, additional securities and deposits shall be submitted by the Owner to the Municipality. Such securities and deposits shall be administered and governed by this Agreement in the same manner as the securities and deposits originally provided.

F.5 Transfer of Lands and Securities and Deposits

The Owner acknowledges that, upon the transfer of ownership of the Lands, the Municipality will not return any securities or deposits required under this Agreement at the request of the Owner until the new Owner files with the Municipality a substitute letter of credit or such other security or deposit in the required amounts as determined by the Municipality at the time of the request.

F.6 Use of Security and Deposits by Municipality for Any Matter

Any letter of credit or security or deposit filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all letters of credit and security and deposits received by the Municipality may be used as security or deposit for any item or any other matter which, under the terms of this Agreement, is the responsibility or obligation of the Owner, including without limiting the generality of the foregoing, payment of engineering, legal, planning, enforcement or other costs incurred by the Municipality pursuant to this Agreement.

F.7 Right to Use Security and Deposits for Indemnification of Municipality

The Municipality has the right to withhold and/or use any portion of any security and deposits provided to indemnify the Municipality for any legal fees it incurs to defend its interest against any suit or claim of any nature arising out of or connected with carrying out of the Owner's obligations, or entering into of this Agreement.


F.8 Municipal Right to Use Securities and Deposits for Owner's Failure to Comply

The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within fourteen (14) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the securities and deposits to the extent necessary and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

F.9 Municipal Right to Use Securities and Deposits to Complete Works

The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on the securities and deposits to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, in the event that the Municipality determines that any reduction in the securities or deposits will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the securities or deposits until such time as the work is satisfactorily completed or the Municipality has sufficient security or deposits to ensure that the work will be completed.

F.10 Amount of Securities and Deposits to Be Filed:

	Project No.: 721-4240 File No.: Nottawasaga Station Date: July 19, 2019 Prepared By: RW	
	Nottawasaga Station In Stayner - Phase 1 Civil Servicing Works Opinion of Probable Costs	
SUMMARY OF OPINION OF PROBABLE COSTS FOR SITE SERVICING - PHASE 1		
PHASE 1A		
SCHEDULE A - SANITARY SEWERS	\$	433,200.00
SCHEDULE B - STORM SEWERS	\$	950,695.00
SCHEDULE C - WATERMAIN	\$	576,740.00
SCHEDULE D - ROADWORKS	\$	697,400.40
SCHEDULE E - SWM FACILITY & DRAINAGE CHANNEL	\$	483,330.00
SCHEDULE F - UTILITIES	\$	366,000.00
Total Estimated Phase 1A Works Cost	\$	3,507,365.40
PHASE 1B		
SCHEDULE G - SANITARY SEWERS	\$	51,375.00
SCHEDULE H - STORM SEWERS	\$	157,165.00
SCHEDULE I - WATERMAIN	\$	74,580.00
SCHEDULE J - ROADWORKS	\$	114,370.00
SCHEDULE K - UTILITIES	\$	30,000.00
Total Estimated Phase 1B Works Cost	\$	427,490.00
PHASE 1C		
SCHEDULE L - TEMPORARY ACCESS ROAD	\$	42,542.50
Total Estimated Phase 1C Works Cost	\$	42,542.50
PHASE 1 ESC		
SCHEDULE M- EROSION & SEDIMENT CONTROLS	\$	183,940.15
Total Estimated Phase 1 ESC Works Cost	\$	183,940.15
Total Estimated Works Cost	\$	4,161,338.05

Re: **Cost Estimate of Landscape Works**
NOTTAWASAGA STATION in Stayner
Phase 1
File: SD 2004 011
 Insite # 181204

ITEM	QTY	COST	TOTAL
Streetscape			
Deciduous Tree 60mm	79	@ \$ 425.00 ea	\$ 33,575.00
SWM Facility			
Coniferous Tree 1.0m	66	@ \$ 95.00 ea	\$ 6,270.00
Coniferous Tree 1.8m	31	@ \$ 295.00 ea	\$ 9,145.00
Deciduous Tree 1.0m	118	@ \$ 105.00 ea	\$ 12,390.00
Deciduous Tree 45mm	24	@ \$ 350.00 ea	\$ 8,400.00
Deciduous shrub 60cm	1406	@ \$ 25.00 ea	\$ 35,150.00
Coniferous shrub 60cm	143	@ \$ 30.00 ea	\$ 4,290.00
Seeding	16,424	@ \$ 1.50 ea	\$ 24,636.00
Channel			
Coniferous Tree 1.0m	1	@ \$ 95.00 ea	\$ 95.00
Coniferous Shrub 60cm	44	@ \$ 30.00 ea	\$ 1,320.00
Total est.			\$ 135,271.00

ESTIMATED COST OF WORKS

1. Works – list details of all Works and Landscaping & Trees including quantities and costs
2. Park Services – list details of Park Services including quantities and costs
3. Other Works – list details of Other Works including quantities and costs (other than for final lot grading, lot drainage, driveways which are covered by a deposit)
4. Total – List total estimated cost of all Works

SECURITIES TO BE PROVIDED

<u>ITEM</u>	<u>AMOUNT</u>
Works Subtotal	\$ 4,161,338.05
Landscaping & Tree Planting & Tree Preservation	\$ 135,271.00
All Works Total	\$ 4,296,609.05
Plus 10% of the Works Total for Holdback	\$ 429,660.90
TOTAL SECURITIES:	\$ 4,726,269.95

Being a total of 110% of the Total Cost of the Works (excluding final lot grading, drainage, driveway for which a separate deposit is collected.)

DEPOSITS TO BE PROVIDED IN CASH

1. Final lot grading, drainage, driveway (\$6,000.00/lot - \$750/lot administration fee and \$5,250/lot deposit) to be paid at building permit stage (\$6,000.00/Lot x 72 lots)	\$ 432,000.00
2. Firebreak Lots (\$2,500.00/Lot x 9 lots)	\$ 22,500.00
3. Model Homes and Sales Trailers	\$ n/a
4. Road Occupancy Deposit	\$ n/a
5. Insurance Deductible	\$
6. Parkland dedication securities	\$
TOTAL REQUIRED DEPOSITS	\$ 454,500.00

SCHEDULE "G"

ADMINISTRATION OF SECURITIES AND DEPOSITS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

G.1 Reduction of Security and Deposits Upon Request of Owner

The first reduction in securities may occur after the Initial Acceptance of Works for a plan of subdivision or phase, if so requested by the Owner, and as Works are substantially completed to the Municipality's satisfaction and as the Works are paid for.

Subsequent reductions after the Initial Acceptance of Works, if so requested by the Owner, the Municipality may further reduce the amount of security as elements of the Works are installed to the Municipality's satisfaction and as the Works are paid for.

The remaining security shall never be less than one hundred per cent (100%) of the original approved securities estimate of remaining Works to be completed, adjusted at current market cost at the date the security is reduced plus any applicable 10% holdbacks.

The Municipality shall retain a ten percent (10%) holdback for the duration of the Maintenance Period which is a minimum of two (2) years following Acceptance of the Works and until Assumption of the Works.

Reduction in securities may occur on one or more occasions after the Initial Acceptance of the Works as approved by the Municipality.

Deposits may also be returned to the Owner upon written request (application) in accordance with the following schedule:

1. Final lot grading, drainage, driveway surfacing deposits – on completion of these Additional Works as certified by the Owners engineer and approved by the Township.
2. Fire break lots – upon provision of information indicating that fire break lot is no longer required and approval of the Fire Chief;
3. Model homes and sales trailers – upon conversion/removal to the satisfaction of the Municipality;
4. Emergency works – upon final release of security and holdbacks;
5. Insurance Deductible – upon final release of security and holdbacks; and
6. Others –

Any security or deposit for which the Owner has not made application for a final release within a period of four (4) years from being eligible for release shall be forfeit and become the property of the Municipality.

G.2 Documentation to Reduce and Release Security

Reduction of Securities:

Prior to the reduction of any security held by the Municipality for the Works set out in this Agreement, the Owner must have met the conditions for Initial Acceptance or Assumption, as applicable, of Works and shall supply the Municipality with the following documentation:

- (a) letter of application for reduction;
- (b) the Owner's Engineer's and Landscape Architect's (as applicable) certificate confirming that the Works have been completed and listing

- any remaining deficiencies and the estimated cost of remedying those deficiencies;
- (c) workplace safety certificate/ worker's compensation clearance;
- (d) a statutory declaration as to Works completed and accounts paid in full for Works for which a reduction is being requested;
- (e) proof of expiration of construction lien period of sixty (60) days and satisfactory evidence of no construction liens filed;

Prior to the reduction of securities, the Municipality must be satisfied, in its sole and unfettered discretion, that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release securities until it is so satisfied. Reductions for tree planting shall be 50% after planting and certification and inspection completed by Municipality's engineer/landscape architect to confirm the planting is satisfactory and the balance of the 50% after a minimum of two (2) years and so long as the trees remain healthy and in satisfactory condition. The Municipality shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, deficiencies and estimated cost of remedying those deficiencies prior to any release of securities. Such inspection and confirmation shall be at the cost of the Owner.

G.3 Documentation to Release Deposits

Final Lot Grading, Drainage, Driveway Surfacing:

Prior to the reduction of any deposit, less the fee, held by the Municipality for the final lot grading, drainage and driveway surfacing, the Owner shall supply the Municipality with the following documentation:

- (a) letter of application for reduction; and,
- (b) the Owner's Engineer's certificate confirming that all works have been completed. Such certificate shall meet the specifications of the Municipality and, not limiting the generality of the foregoing, shall certify the USS (underside of slab) is 0.4 m above the SHGWE (seasonal high ground water elevation), indicate that the lot grading, including all Works to facilitate or manage drainage, comply fully with the approved lot grading plan, and that the driveway and all sodding have been completed.

Prior to the reduction of deposits, the Municipality acting reasonably, must be satisfied, in its sole and unfettered discretion, that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce deposits until it is so satisfied. The Municipality shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's certification regarding the completion prior to any release of deposits. Such inspection and confirmation shall be at the cost of the Owner and such costs shall be paid in addition to the administration fee collected at the time of the payment of the deposit. All such costs must be paid in full prior to the release of the deposit.

Fire Break Lots: 8, 14, 21, 30, 35, 48, 99, 111

The Owner shall apply for a release of the deposit in writing.

Prior to the reduction or release of any deposit, the Municipality must be satisfied, in its sole and unfettered discretion, that the conditions have been met to release a fire break lot for construction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release any deposit until it is so satisfied.

The Municipality's Fire Chief or Deputy Fire Chief shall conduct an inspection of the fire break lots prior to any release. Such inspection and confirmation shall be at the

cost of the Owner.

Model Homes and Trailers: n/a

The Owner shall apply for a release of the deposit in writing.

Prior to the release of any deposit held by the Municipality for model homes and trailers, the Owner shall supply the Municipality with the following documentation:

- (a) letter of application for release;
- (b) an Owner's engineer's certificate which shall meet the specifications of the Municipality and which shall include confirmation that the model home has been fully converted to a permitted long-term use or that the model home or trailer has been removed and the lands have been restored to a suitable condition; and
- (c) confirmation from the Municipality that Occupancy Approval has been issued for the dwelling, if the model home has been converted to a dwelling.

Prior to the release of deposits the Municipality must be satisfied, in its sole and unfettered discretion, that the conversion or removal and restoration have been completed to the satisfaction of the Municipality, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to release deposits until it is so satisfied.

Other Deposits: n/a

SCHEDULE "H"

OWNER'S COST OBLIGATIONS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

H.1 Owner Responsible for Cost of Performance & Enforcement

The Owner acknowledges and agrees that the Owner shall be responsible for the full cost of performance and enforcement of all of the Owner's obligations pursuant to this Agreement unless specifically relieved from such responsibility by the terms of this Agreement. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless specifically stated otherwise.

The Owner shall be solely responsible for the cost of the Works as estimated in this Agreement. The Municipality shall not be required to pay any portion of the capital cost related to the Works unless otherwise expressly provided in this Agreement or as expressly required by statute. In the event that the Municipality incurs any expenses involving construction lien actions or any other actions respecting the construction of the Works, such expenses shall be paid by the Owner forthwith on demand.

H.2 Where the Owner is in Default of Payment of Costs

Where the Owner is in default of payment of any costs and no deposits or securities provided in relation to this Agreement are available, or are insufficient to cover costs, the Owner shall pay to the Municipality additional funds to cover the costs, the amount of which shall be calculated and determined in the Municipality's sole discretion, within fourteen (14) calendar days from the date of request made by the Municipality and the failure to do so shall constitute a default under this Agreement. The Owner agrees that any costs owing to the Municipality will be deemed to be taxes and, in addition to any other remedies available to the Municipality, shall be collectable in the same manner as taxes to which the provisions of the *Municipal Act*, as may be amended from time to time, apply.

H.3 Payment of Interest on Payment Demands

All costs for which demand for payment has been made by the Municipality shall bear an interest rate of ten percent (10%) per annum, calculated monthly, commencing thirty (30) days after demand for payment is made.

H.4 Owner to Pay Cost of all Services

The Municipality shall not be responsible for any of the costs of providing services to the Lands. All servicing costs shall be borne by the Owner. The Owner shall deal directly with the hydro authority and all other utility providers or suppliers. The Owner shall obtain all approvals and permits and pay all fees and charges directly to the utility providers or suppliers.

H.5 External Works

The Owner covenants and agrees to provide, construct, install and/or pay for Works external to the Plan of Subdivision as shown in the Approved Plans referred to in Schedule "B" and/or the list of Works to be Constructed set out in Schedule "D" to this Agreement.

The Owner acknowledges that, notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction and installation of the Works that are external to the Plan of Subdivision and that the

development proposed pursuant to this Agreement could not be accommodated without the existence of the external Works.

The Owner covenants and agrees to provide, construct and install the external Works to the standards and specifications required by the Municipality.

The Owner agrees that external Works shall be considered as Works pursuant to this Agreement and all of the clauses, requirements, and obligations of this Agreement shall apply to the external Works in the same or a like manner as Works that are internal to the Plan of Subdivision.

The Owner acknowledges that any action taken by the Municipality or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Maintenance period is being done without prejudice to the Municipality's right to enforce the Maintenance provisions of this Agreement.

SCHEDULE "I"

OWNER'S INDEMNIFICATION OF THE MUNICIPALITY

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

I.1 Owner to Indemnify Municipality from All Claims and Costs

The Owner agrees to indemnify and save harmless the Municipality and its agents, contractors and employees from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly from:

- (a) any claim(s) pursuant to the *Construction Act*, R.S.O., 1990, c. C.30 (the "Construction Act")
- (b) any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens registered or otherwise claimed with respect to any portion of the Works;
- (c) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of the Municipality approving the Plan of Subdivision and the Works or by entering into this Agreement;
- (d) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the Works required to be completed under this Agreement;
- (e) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of drainage from, or the effects of drainage from the Lands or onto, any lands adjoining the Lands as a result of the development of the Lands; and/or, implementation of the drainage plan or stormwater management plan; and/or the construction of any Works, facilities or structures on the Lands and/or the use of the Lands;
- (f) by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Owner pursuant to the terms of this Agreement or by reason of any defect in workmanship or material, until the Assumption of the Works by the Municipality; and,
- (g) all actions or claims relating to soil conditions and surface water and groundwater conditions on the Lands.

I.2 Impairment to Surface or Groundwater Quality or the Environment

Where the Municipality has a reasonable concern, in its sole discretion, which indicates a potential impairment to surface or groundwater quality or the environment associated with the development and operation of the Plan of Subdivision, the Municipality shall have the right under this Agreement to request the Owner to provide any relevant information in its possession, including that of any agents/consultants or assignees, to determine whether the development or any portion thereof is responsible for an impairment in water quality or the environment. This requirement and any associated conditions however do not impose on the Municipality any responsibility for reporting of any impairment or impact nor any

obligation to employ corrective measures and such obligations shall remain the Owner's obligations.

I.3 Provision of Further Information by Owner

If requested by the Municipality in writing, the Owner shall provide the Municipality with any such relevant information in its possession or may require that the Owner undertake a study which may include an environmental site assessment, hydrogeological study, well survey, water quality study, storage tank testing results or such other study as may have been prepared or is required to be prepared to investigate contamination of surface or groundwater as a result of the development of or use of the Lands. This requirement and any associated conditions however do not impose on the Municipality any responsibility for the reporting of any impairment or impact nor any obligation to employ corrective measures and such obligations shall remain the Owner's obligations.

I.4 Owner to Take Action in Event of a Deleterious Impact

In the event of a spill of a pollutant, the Owner agrees that it shall be responsible for doing everything practicable to eliminate and ameliorate the adverse effect of the spill, or to do everything practicable to restore the natural environment. This may include, but not necessarily be limited to, the design, installation, and approval of restorative or mitigative work, and such work shall be considered Works for the purpose of this Agreement and shall be subject to all associated applicable requirements and obligations of this Agreement.

I.5 Municipal Right to Compensation From Owner

The Owner agrees that the Municipality shall have the right to compensation from the Owner:

- (a) for loss or damage to Works incurred as a direct result of:
 - (i) the spill of a pollutant that causes or is likely to cause an adverse effect,
 - (ii) the exercise of any authority under this Agreement, or
 - (iii) the Owner's neglect or default in carrying out a duty imposed or an order or a direction made pursuant to this Agreement;
- (b) for all reasonable costs and expenses incurred in respect of carrying out or attempting to carry out an order or direction pursuant to this Agreement or as ordered by the Ministry of Environment, or other responsible Provincial or Federal authority.

The Owner is not liable for compensation if it establishes, to the Municipality's satisfaction, that it took all reasonable steps to prevent the deleterious impact or spill of the pollutant or if it establishes, to the Municipality's satisfaction, that the deleterious impact or spill of the pollutant was wholly caused by,

- (a) an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country;
 - (b) a natural phenomenon of an exceptional, inevitable and irresistible character; or
 - (c) an act or omission with intent to cause harm by a person other than the Owner,
- or any combination thereof.

However, this does not relieve the Owner from the responsibility to repair or reinstall the Works required by this Agreement and this does not relieve the Owner from liability compensation to the Municipality for loss or damage that is a direct result of neglect or default of the Owner in carrying out a duty imposed or an order or direction made pursuant to this Agreement; or from liability, in the event of an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country, for the cost and expense incurred or, in the event of a natural phenomenon of an exceptional, inevitable and irresistible character, for all reasonable cost and expense incurred:

- (a) to do everything practicable to prevent, eliminate and ameliorate the adverse effect, or
- (b) to do everything practicable to restore the natural environment, or both.

For the purposes of this Agreement:

- (a) "restore the natural environment", when used with reference to a deleterious impact or spill of a pollutant, means restore all forms of life, physical conditions, the natural environment and things existing immediately before the deleterious impact or spill of the pollutant that are affected or that may reasonably be expected to be affected by the deleterious impact or pollutant, and "restoration of the natural environment", when used with reference to a spill of a pollutant, has a corresponding meaning.
- (b) "spill", when used with reference to a pollutant, means a discharge,
 - (i) into the natural environment;
 - (ii) from or out of a structure, vehicle or other container; and
 - (iii) that is abnormal in quality or quantity in light of all the circumstances of the discharge.
- (c) "deleterious impact" or "adverse effect" means one or more of,
 - (i) impairment of the quality of the natural environment for any use that can be made of it;
 - (ii) injury or damage to property or to plant or animal life;
 - (iii) harm or material discomfort to any person;
 - (iv) an adverse effect on the health of any person;
 - (v) impairment of the safety of any person;
 - (vi) rendering any property or plant or animal life unfit for human use;
 - (vii) loss of enjoyment of normal use of property; and
 - (viii) interference with the normal conduct of business.

I.6 Municipality Does Not Warrant Condition of Soils

The Owner acknowledges and agrees that any municipal approvals, including zoning and subdivision approvals, do not verify or confirm the adequacy of soil conditions and the Owner accepts full responsibility for soil conditions, including soil and/or groundwater and surface water contamination.

I.7 Occupational Health and Safety and Workplace Health and Safety

The Owner shall ensure that all contractors installing, maintaining or otherwise working on Municipal lands or services, including services intended to be, but not yet, accepted or assumed by the Municipality, shall comply with the requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, and associated regulations, as may be amended from time to time; and comply with the

requirements of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, and associated regulations, as may be amended from time to time.

The Owner hereby agrees to indemnify and save harmless the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly from a failure to comply with these requirements.

SCHEDULE "J"

CONDITIONS FOR ISSUANCE OF BUILDING PERMITS AND OCCUPANCY AND USE

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

J.1 No Occupancy or Building Permit Until All Conditions Met

The Owner acknowledges and agrees not to apply for building permits and that no building permit shall be issued, and no occupancy shall be granted by the Municipality, and the Owner agrees that no occupancy shall occur, until all of the requirements as outlined within this Agreement have been met.

J.2 Building Permit Issuance

Without limiting the generality of the requirements of clause J.1, the Owner also specifically covenants and agrees not to apply for building permits and acknowledges and agrees that no building permit shall be issued until:

- (a) the Plan of Subdivision has received Final Approval and has been registered;
- (b) this Agreement has been executed by the Owner and the Municipality and registered on title to the Lands;
- (c) the Municipality has confirmed Initial Acceptance of Works including but not limited to water, roads (to base asphalt), sewage facilities, drainage and stormwater facilities and that utilities are available to its satisfaction;
- (d) the Municipality has confirmed that all development charges, taxes, levies, fees, lot grading deposits, administration fees and other payments required under this Agreement have been paid in full or secured by sufficient security;
- (e) an individual final lot grading, drainage and driveway surfacing plan has been prepared by a Professional Engineer, submitted by the Owner and approved by the Municipality, including the Municipality's Engineer;
- (f) the Owner has submitted a groundwater assessment in accordance with the Municipality's requirements which establishes the seasonal high groundwater conditions on the lot and the appropriate foundation drain, foundation, basement floor and first finished floor elevations and the Municipality has approved the assessment;
- (g) the municipal Control Architect (as hereinafter defined) has stamped and signed the drawings certifying compliance with the Urban Design/Architectural Control Guidelines; and,
- (h) the Owner has submitted a complete building permit application, in accordance with the Municipality's application guidelines and requirements, and the applicable fees.

Final lot grading, drainage, and driveway surfacing plans and drawings submitted for building permits shall contain all information required by the Municipality, including the requirements specified in the Municipality's engineering standards, the overall approved lot grading plans, and building permit application guidelines, and shall, at a minimum, illustrate the following:

- (a) the location and dimensions of the proposed dwelling and accessory structures and any structures on adjacent lots;

- (b) the location, size and elevation of the sewage works or sub-surface sewage disposal system, as applicable, on each lot and all pertinent design criteria;
- (c) the location, elevation and size of water works or location of wells and water lines, as applicable, on the lot and adjacent lots;
- (d) the location and specifications of all drainage features including swales, soak away pits, roof leaders and sump discharges;
- (e) the seasonal high groundwater elevation (SHGWE) and proposed elevation of the underside of slab (USS) as well as the top of foundation along with the note that the USS shall be 0.4m above the SHGWE;
- (f) the extent of the disturbed area; existing and proposed grades; and the elevations of the finished floor and the minimum openings;
- (g) the location of any slopes or hazard areas on the lot, and any tree or environmental mitigation features or measures;
- (h) the direction of surface drainage, swales and other related features and break points for surface drainage;
- (i) the location and specifications of any trees and any other required landscaping features and depth of topsoil to be placed (minimum 100mm) and sodding;
- (j) the location and specifications of any retaining walls, flood control features or other remedial measures required for development of the lot;
- (k) zoning setback requirements and compliance with those requirements; and
- (l) the location, size, slope, and surfacing of the driveway.

The Owner agrees that, prior to construction, all buildings shall be located and adequately demarcated by an Ontario Land Surveyor on the lots or blocks within the Plan of Subdivision so as to ensure that the building shall be constructed in compliance with the applicable zoning provisions and requirements.

The following lots or blocks will require special attention or phasing completed in order to be serviced or constructed upon:

Fire break lots 8, 14, 21, 30, 35, 48, 99, 111

Prior to the issuance of a building permit for any fire break lot listed in Schedule "B" the Owner must have met the conditions to release the fire break lot in K.5, Fire Compliance Measures.

J.3 Occupancy of Buildings

The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued, until:

- (a) conditions for occupancy under the *Building Code Act* have been satisfied;
- (b) a Professional Engineer has certified that the grading and drainage of the lot or block has been completed in accordance with all specifications and requirements of the approved individual grading plan;
- (c) where any variation of the individual grading plan has been approved by the Municipality, the Owner's Engineer shall prepare and certify and submit an as-built lot grading plan;
- (d) the Owner has submitted a certificate from an Ontario Land Surveyor indicating that the building complies with the municipal zoning by-law;
- (e) The Owner's Professional Engineer has submitted a certificate, certifying that the elevation of the footings, drains and top of the foundation are in conformity

with the grading plan and the requirement that all underside of slabs are located a minimum of 0.4m above the seasonal high groundwater level; and

- (f) the Owner has made arrangements for the installation of a water meter in accordance with the Municipality's requirements, where development is serviced by a municipal water system, and has made arrangements with the Municipality for water billing.

The Owner covenants and agrees that the owner shall take all responsibility and fully indemnifies the Municipality for occupancy occurring prior to final grading, sodding and landscaping of the lot or block. The Owner further agrees that the Owner shall have reserved the right in any agreement to transfer or sell a lot or block to permit the Owner and/or the Municipality to enter upon any lot or block to complete or make any alteration to the required Works to ensure proper grading, drainage and landscaping of the lot or block regardless of any transfer of the lot or block ownership and/or occupancy.

J.4 Municipality Entitled to Obtain Court Order

In the event that a building or unit is occupied otherwise than in accordance with the provisions of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality and shall pay all costs of the Municipality with respect to obtaining and enforcing such an order.

J.5 Inclement Weather or Other Matters Affecting Completion of Lot Grading, Drainage, Driveway Surfacing, Sodding

The Owner, if anticipating that there is an impediment to completing the requirements related to the grading and sodding or driveway surfacing of any lot or block prior to using and/or occupying any buildings, may apply to the Municipality to permit occupancy prior to the completion of such work. The Owner shall include in the application to the Municipality, to the satisfaction of the Municipality, reasons for the request with details as to where exemption is sought and written confirmation that the outstanding work will be completed in accordance with a date established by the Municipality, and that, in the meantime, no accessory structures, landscaping or fences shall be installed until the work has been completed by the Owner and accepted by the Municipality.

Any request for an extension shall be accompanied by written confirmation from the occupant of the lot or block that they consent to such an extension and that they acknowledge and will comply with the requirements of the grading plan, including, but not limited to the location of drainage works, driveway surface and sodding.

In such cases, deposits associated with the outstanding Works shall be returned only when the requirements for these Works have been satisfied to the Municipality's sole and unfettered discretion. The Municipality is however, under no obligation to set or accept an alternate date and may insist on the completion of the applicable requirements prior to authorizing occupancy and use of the building(s). The applicable deposit shall not be released until the required Works are completed.

No more than one extension shall be provided for any lot or block and each request for an extension shall be accompanied by a processing fee payable to the municipality of two hundred and fifty dollars (\$250.00) per lot.

SCHEDULE "K"

GENERAL CONDITIONS OF APPROVAL

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

K.1 Construction Act

The Owner shall comply with all provisions of the *Construction Act*, as amended from time to time, and without limiting the generality of the foregoing, shall hold in their possession all statutory holdbacks and any additional funds required to be held by the Construction Act. These holdbacks and funds shall not be disbursed except in accordance with the Construction Act.

The Owner shall at the Owner's expense, within thirty (30) days of receiving written notice from the Municipality to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered under the *Construction Act*, which may affect the Lands or Works, including public highways, road allowances and other lands, and which arise out of performance of the terms of this Agreement by the Owner.

The Owner shall indemnify and hold harmless the municipality from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of failure, neglect, or refusal by the Owner to comply with the Construction Act, or by reason of any action brought against the municipality under the Construction Act, and arising out of the performance of this Agreement by the Owner.

The Owner acknowledges that the Municipality shall not be required to reduce or release any security or deposit until the municipality is satisfied that all of the provisions of this Section have been complied with.

Where this Agreement requires that proof of no liens filed must be provided, the requirement may be fulfilled by certification in writing from the Owner's solicitor or Professional Engineer stating that:

- (i) All contractors for the Works for which a reduction or release is sought have been paid in full;
- (ii) That the applicable lien periods have been completed; and,
- (iii) That no liens have been brought or registered.

The certification shall also explicitly acknowledge that the Municipality is entitled to rely on the certification and that the author fully indemnifies the Municipality of any subsequent claim, actions, or costs arising from such reliance and shall ensure that any subsequent claim or action is discharged to the satisfaction of the Municipality at no cost to the Municipality.

K.2 Owner to Retain Professional Engineer

The Owner covenants and agrees to retain a Professional Engineer (hereinafter referred to as the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports to be submitted to the Municipality as well as any other plans, reports, specifications or details arising from the obligations of the Owner set out herein. The Engineer or a successor shall be approved by the Municipality and shall carry out all necessary engineering requirements for or related to the development of the Plan of Subdivision in accordance with this Agreement.

The Owner's agreement or contract with its Professional Engineer shall include design, general supervision and resident supervision and shall provide that the Municipality may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction in the event that, in its opinion based on its sole and unfettered discretion, the work or construction is being performed in a manner that may result in a completed installation or construction that would not be satisfactory to the Municipality. The failure of the Owner to incorporate such clauses in its contract shall in no way limit the Municipality's ability to carry out such action(s).

The Owner's Engineer will be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Approved Plans, prior to the reduction of any security held for engineering-related works. The certificate, or certificates, shall be in a format acceptable to the Municipality.

The Engineer, or an approved successor, shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Municipality.

The Engineer shall provide, during all hours of construction, competent on-site supervision of all Works required to be done pursuant to this Agreement.

K.3 Haul Route and Traffic Control

The Owner acknowledges and agrees that the Municipality shall have the right to designate and limit access to the Lands from public highways adjacent thereto.

The Owner covenants to gain access to the Lands during the period of construction only by way of the following road(s):

Mowat Street North

All access roads must be maintained by the Owner in good repair acceptable to the Municipality during the time of construction, including dust control and the removal of any mud or debris tracked from the Lands. Dust control and street cleaning shall be utilized as necessary to maintain public roads in a clean and debris-free appearance, in a hazard-free condition, and in accordance with any requirement by the Director of Public Works.

The Owner shall not cause any road which provides access to properties not within the boundary of the Lands to become unsafe or impassable (as determined by the Municipality in its sole discretion) during the time of construction and shall be responsible for any claims arising from the failure to do so including the cost of legal fees, awards or payments arising therefrom. The Owner shall ensure, to its best ability acting reasonably, that all vehicles carrying material to or from the Lands shall be appropriately covered or secured so as to prevent the spillage of material out of the vehicle(s) and the Owner is responsible for all damages and/or remedial works in regard to any incident associated with the failure to do so.

No roadway outside the limits of the Lands may be blocked or closed without the written consent of the Municipality. For the purposes of obtaining consent, the Owner shall make a request in writing a minimum of five (5) days in advance of the time it wishes to block or close the road indicating the date, time and duration of the proposed closure or blocking. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Owner.

During construction, where required due to construction or related activity on a public road, traffic control shall be provided in accordance with all provincial and municipal requirements. "Construction Ahead" signs are to be placed on all roads approaching the construction site; and no construction equipment is to be parked on adjacent roads.

K.4 Emergency Works and Emergency Works Deposit

Upon execution of this Agreement, the Owner shall deposit with the Municipality's Treasurer a cash security deposit in the amount listed in Schedule "F" to be used at the discretion of the Municipality for such items as the control of debris and dust, emergency works or any other item affecting adjacent public or municipal lands pertaining to the development of the Lands. The Owner shall replenish and maintain the cash security deposit in the full amount required until Final Approval and completion of the development of the Lands in accordance with this Agreement, at which time the Municipality shall refund any remaining cash security deposit to the Owner with no interest.

K.5 Fire Compliance Measures

The Owner covenants and agrees to comply with all relevant provisions of the Ontario Fire Code and acknowledges that all fire hydrants shall be maintained in good operating condition and shall be readily available and unobstructed for use at all times.

The Approved Plans referred to in this Agreement and all Works constructed on the Lands in accordance with the Approved Plans shall follow and be in accordance with all fire regulations of the Municipality and other jurisdictions, and the Owner shall incorporate into the Approved Plans for the development to be carried out on the Lands safety features and facilities as may reasonably be required by the Municipality's Building and Fire Officials having jurisdiction with respect to any construction and/or operations being carried out during the development of the Lands. In particular the following shall be undertaken by the Owner:

- a) the fire access routes, as shown on the Approved Plans, shall be kept clear at all times;
- b) during construction, the Owner shall ensure that combustible waste materials do not accumulate on the Lands in such quantities so as to constitute a fire hazard;
- c) no open burning shall be undertaken unless a burning permit has been issued by the Municipality at the request of the Owner;
- d) the Owner shall ensure that emergency phone numbers for the Fire Department are posted on the site during construction and that an adequate supply of portable extinguishers are kept on site at all times during construction (the type and location of all extinguishers shall be confirmed with the Fire Chief of the Municipality prior to the commencement of construction utilizing combustible material);
- e) any temporary heating with propane undertaken by the Owner shall be in accordance with the operational code for propane burning appliances and equipment; and,
- f) locate such number of fire hydrants and size of watermains as approved by the Municipality's Fire Chief or his designate and to satisfy any other requirements of the Fire Department at the Owner's expense.

The Owner shall implement 911 numbering to the satisfaction of the Municipality.

Where deemed necessary by the Municipality's Fire Chief or Chief Building Official (CBO), the Owner shall submit a fire break plan showing the sequence of construction on individual lots and fire control measures. No construction of buildings or structures may commence until the fire break plan is approved by the Municipality.

The Owner covenants and agrees that notwithstanding that a building permit may have been issued for lots designated as firebreak lots, no construction shall proceed until the exterior finish cladding, roofing and windows on the unit abutting each side lot line has been completed, unless otherwise approved by the Fire Chief.

Where the Owner requests a change in the designated firebreak lots, a change may be made subject to the approval of the Fire Chief and CBO and the payment of a

transfer fee of two hundred and fifty dollars (\$250.00) for each lot for which a change in designation is requested.

The Owner shall provide a security deposit to the Municipality in the amount of two thousand five hundred dollars (\$2,500.00) per fire break lot upon execution of this Agreement, in regard to satisfactory performance of the Owner's obligations with regard to fire break requirements.

Where construction of a building or structure proceeds on any lot in contravention of the fire break requirements, the Municipality may take any action necessary to enforce this Agreement and may utilize the deposits provided by the Owner for the purposes of associated administrative and legal cost recovery.

Where building permits have been issued to permit the construction of model homes or sales offices, access for firefighting and water supply availability shall be maintained at all times during construction and the Owner acknowledges and accepts that the Municipality may have restricted ability to respond to a fire or emergency in the absence of full servicing of the area and the Owner indemnifies the Municipality fully and completely in regard to any claim or liability associated with the occupation and use of the model homes or sales offices.

K.6 Project Manager

The project manager shall be the primary contact representing the Owner for construction and development of the Plan of Subdivision and shall be responsible for ensuring compliance with all construction and project management related requirements of this Agreement including, but not limiting the forgoing, ensuring that all Works are constructed as required by this Agreement, arranging for all inspection and certification of works by the Owner's engineers and site safety.

The designated project manager, appointed by the Owner, responsible for ensuring the Owner's obligations pursuant to this Agreement are fulfilled is Joseph Mirabella of the firm Macpherson Builders (Stayner) Limited which may be contacted at:

Macpherson Builders (Stayner) Limited
 40 West Wilmot Street, Suite 6
 Richmond Hill, ON
 L4B 1H8
 Attention: Joseph Mirabella
 Phone: (905) 882-8000
 Email: joseph@macphersonbuilders.com

The Owner shall have the right to change the project manager from time to time, provided that the Municipality is notified in writing in advance of any such change.

K.7 Inspection by Municipality of All Works

The Owner covenants and agrees that the Municipality, its employees, agents and contractors or any other authorized persons may inspect all Works and the construction under any contract, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said construction itself. If the construction of Works is not, in the opinion of the Municipality, being carried out in accordance with the provisions of this Agreement or in accordance with good engineering practices, the Municipality may issue instructions to the Owner and/or to the Owner's Engineer to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, in which case the Municipality shall confirm them in writing within ten (10) days. In the event that neither the Owner nor the Owner's Engineer is present at the site of the Works to receive such verbal instructions, the Municipality may instruct the contractor(s) to cease work forthwith.

K.8 Additional Tests on All Works

The Owner acknowledges and agrees that the Municipality may conduct, at the expense of the Owner, any tests that it, in its absolute discretion, considers necessary to satisfy itself as to the proper construction, installation or provision of the Works.

K.9 Site Safety and Security

The Owner shall do, cause to be done, or refrain from doing, any act or thing as directed by the Municipality if at any time the Municipality considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws.

During construction and until all site development activity is complete, all construction areas and potentially hazardous areas of the site shall be secured with safety fencing and/or hoarding so as to prevent, restrict or properly protect all public access and the site shall be signed accordingly, at all times.

Where Works are located adjacent to public roads, sidewalks, trails or other areas to which the public has access, the construction site shall be secured with necessary protection measures, including overhead protection, and signed to ensure that there is no hazard to the public.

Appropriate signage and/or other measures shall be utilized to ensure that equipment entering the site does not interfere with or damage overhead or underground Works or utility services and the Owner shall be responsible for repairing any damage to Works and/or utility services as well as any liabilities arising from such damages and associated service interruption.

It shall be the Owner's sole responsibility to identify all potentially hazardous areas and install necessary protective measures.

K.10 Outside Storage

The Owner acknowledges and agrees that, unless otherwise provided for and specified as to location and requirements in a plan submitted to and approved by the Municipality, no outdoor storage is permitted on the Lands.

The Municipality acknowledges that during construction and development of the Lands, construction equipment may be temporarily stored on the Lands. However, such equipment must be maintained in a good state of repair so as to not result in site contamination by leakage or spills; no maintenance of construction equipment is to occur on the site; equipment should be safely and securely stored; and, no storage of hazardous materials, including fuels, is to occur on-site.

The Municipality acknowledges that during construction and development of the Lands, construction materials and solid refuse bins must be stored on the lots on which construction has commenced or a building permit issued. All such materials must be stored in a safe, neat and tidy manner and any refuse promptly collected and appropriately disposed of.

The temporary storage of materials and equipment may also occur in an area within the development where the Owner has prepared a plan showing the location and nature of materials to be stored, outlining the conditions and expected time periods for storage, any mitigative measures to prevent impacts to adjacent lands, and has received the Municipality's approval for the temporary construction storage plan.

Notwithstanding the above paragraphs, the Municipality acting reasonably may, in its sole and unfettered discretion, direct that stored equipment or materials be moved to an alternate location on the Lands, or be removed entirely from the Lands, where, in its opinion, such storage contradicts the intent of this clause of the Agreement, or

where such storage represents an unreasonable aesthetic impairment to adjacent land uses or has the potential to impair the environment.

Where soils or aggregate materials are to be temporarily stored in stockpiles on the development site, a storage plan shall also be prepared and submitted by the Owner. Such a plan shall show the location and nature of materials, any mitigative measures associated with drainage or to prevent impact to neighbouring properties, and expected time periods for storage and site remediation. No storage shall occur until the Municipality has approved the storage plan.

K.11 Negative Impact on Water Supplies and the Environment

If the construction and operation of the development of the Plan of Subdivision results in any negative impact to the water supply of other land owners or the Municipality, and that impact would be considered unacceptable according to applicable provincial standards, policies and/or guidelines, the Owner shall make available to the impacted individual, or individuals, a supply of water in quantity and quality equivalent to that which existed prior to commencement of the development, or shall compensate the impacted individual, or individuals, for their reasonable costs in remedying the impact, and the Owner shall modify its operations and take any other necessary actions to prevent future impacts.

If, at any time prior to the Assumption of Works, the Municipality believes that the construction and operation of the development of the Plan of Subdivision has caused a negative impact to the environment and/or the water supplies of an individual, or individuals, and that that impact would be considered unacceptable according to applicable provincial standards, policies and/or guidelines, the Municipality shall notify the Owner in writing with a copy to the relevant provincial authority. The Owner, within twelve (12) hours of receipt of such notice, shall make available to any impacted individual, or individuals, a temporary supply of water equivalent in quantity and quality to that which existed prior to the impact, or shall compensate the impacted individual, or individuals, for their reasonable costs in remedying the impact. The Owner shall also immediately carry out an assessment, which may include technical investigations and testing, to determine the cause of the impact to the water supply or environment and shall prepare a corrective action plan. Both the investigation and the corrective plan shall be prepared at the cost of the Owner and shall be undertaken to the satisfaction of the responsible provincial authority and the Municipality. If necessary, the Owner shall immediately cease operations or modify its operations and take any other necessary actions to prevent additional or future impacts.

If a temporary water supply or other mitigative measure is required under the conditions of this Agreement, the temporary water supply or mitigative measure shall be provided and maintained by the Owner until such time as the Owner has demonstrated to the satisfaction of the responsible provincial authority and the Municipality, at their sole and unfettered discretion, that either the construction, management, operation or use of the Lands has not caused the impact, or, that corrective actions have been taken so as to restore the water supply and/or environment and to prevent recurrence of the impact.

This requirement and any associated conditions however do not impose on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to exercise corrective measures and such obligations shall remain fully and completely the Owners.

K.12 Water Supply and Watermains

Where applicable, as a result of the provision or intended provision of municipal water services, the Owner covenants and agrees to:

- (a) install a complete system of watermains and appurtenances to service the Lands included in the Plan of Subdivision in accordance with the Municipality's requirements and the Approved Plans;

- (b) not open or close any valve, hydrant or gate in any street watermain connected into and served by the Municipality's system of water supply, or alter or interfere with same in any manner; and,
- (c) adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the Municipality.

Where applicable as a result of the provision or intended provision of municipal water services, the Owner acknowledges and accepts that the Municipality will, on behalf of and at the expense of the Owner, maintain all watermain services and appurtenances until assumed by the Municipality. The Owner acknowledges and agrees that such maintenance shall not constitute Assumption and the Owner specifically absolves and indemnifies the Municipality from any and all loss or liability of every nature and kind whatsoever in connection with such maintenance.

K.13 Location of Water Service Boxes

Water services boxes for each lot or block are not to be located in a proposed driveway unless otherwise directed by the Municipality or as shown on the approved composite utility plan. The Owner covenants and agrees to relocate any water service box out of any proposed driveway that has not been approved by the Municipality or as shown on the approved composite utility plan.

K.14 Watermains and Fire Hydrants

The location, number and colour of fire hydrants and the size of watermains shall be subject to the approval of the Municipality.

K.15 Fire Hydrants

- (a) The Owner acknowledges and understands that although they are responsible for all works and the maintenance of works until Assumption by the Municipality, where any waterworks forming part of the Works have been connected to the municipal water system operated by the Municipality, the Municipality shall be responsible to charge and maintain all fire hydrants in the Plan of Subdivision, at the Owner's cost, until Assumption by the Municipality.
- (b) Anti-tampering devices must be installed on all fire hydrants located within the Lands covered by this Agreement. These devices must not be removed until the Assumption of the Works has occurred or as directed by the Municipality. The maintenance of these devices will be the responsibility of the Owner. If the anti-tampering devices are not maintained by the Owner, the Municipality may draw on any security filed pursuant to this Agreement to complete the necessary work to the satisfaction of the Municipality.

K.16 Use in Accordance with Waterworks By-law(s)

The Owner acknowledges and agrees that the use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Municipality's waterworks by-law(s). The Owner agrees not to use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Municipality and until a temporary water meter has been installed by the Municipality, at the Owner's expense, to record the amount of water used for flushing or testing. The Owner shall be responsible for the cost of installing and subsequently removing such temporary water meter as well as the costs of the water used for such flushing and testing at the rates applicable from time to time and levied by the Municipality. The Owner shall also be responsible for all costs associated with the maintenance of the temporary water meter.

K.17 Sanitary and Storm Sewers

Where applicable as a result of the provision or intended provision of municipal sanitary or storm sewer services, the Owner covenants and agrees to:

- (a) install a complete system of sanitary and storm sewers and appurtenances to service the Lands included in the Plan of Subdivision in accordance with the Municipality's requirements and the Approved Plans;
- (b) connect and drain all sanitary and storm sewers to outlets approved by the Municipality or such other governmental authorities as may be applicable;
- (c) maintain all sanitary and storm sewers and appurtenances until assumed by the Municipality
- (d) not connect any sewer to existing municipal services unless authorized in writing by the Municipality;
- (e) not permit occupancy of any dwelling unit prior to the connection of the foundation drainage to the storm sewer system or an alternative system as approved by the Municipality; and
- (f) not connect the roof drainage system to the sanitary or storm sewer system.

K.18 Storm Water Management:

The Owner covenants and agrees to:

- (a) implement a storm water management system incorporating the recommendations outlined in a report listed in the Approved Plans referred to in Schedule "B" to this Agreement and any subsequent addendum and subject to approval of such by the Nottawasaga Valley Conservation Authority, the Municipality, and Ministry of Environment and Climate Change;
- (b) to carry out all works and to obtain all necessary permits required to implement the siltation and erosion control measures set out in a report listed in the Approved Plans referred to in Schedule "B" to this Agreement and any subsequent addendum and subject to approval of such by the Nottawasaga Valley Conservation Authority and the Municipality;
- (c) where required by statute or municipal by-law, apply for and obtain a permit for grading or site alteration works;
- (d) to obtain approval from the Ministry of the Environment and Climate Change, the Nottawasaga Valley Conservation Authority and the Municipality with regard to stormwater management facilities;
- (e) to implement and maintain an on-site storm water management system designed according to the policies and criteria of the Municipality;
- (f) to implement, monitor and maintain on-site sediment and erosion control measures, during construction and development of the Plan of Subdivision, to the satisfaction of the Municipality and to allow the Municipality and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities;

K.19 Grading and Drainage

It is the Owner's responsibility to:

- (a) not permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins connected to a Municipality storm sewers or ditches and the grades and drainage facilities shall be so established as to direct roof water onto the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow;
- (b) submit an overall grading control plan for the Plan of Subdivision to establish the proposed grading of the Lands to properly drain the Plan of Subdivision and all adjacent lands which drain through the Plan of Subdivision which grading control plan is to be designed using the Municipality's design criteria, standards, specifications and good engineering practices;
- (c) submit engineered individual lot grading plans for each lot to be prepared to provide further grading details and which conform to the overall grading control plan and the Owner acknowledges that no building permits will be issued until the individual lot grading plans have been approved by the Municipality;
- (d) grade the Lands in conformity with the elevations and spot levels shown on the individual lot grading plans as approved by the Municipality and accordance with the Municipality's design, criteria, standards, specifications and good engineering practices;
- (e) correct or rectify any drainage problems by altering the grade or by constructing catchbasins, swales, retaining walls or other structures as may be necessary to correct or rectify such problems, if, in the opinion of the Municipality, such problems occur due to improper design or grading by the Owner or due to non-compliance with the approved grading control and individual lot grading plans;
- (f) correct or rectify any grading deficiencies to the satisfaction of the Municipality within two (2) weeks, weather permitting, of being notified by the Municipality of deficiencies; and
- (g) lay topsoil to a minimum depth of 100mm and to place sod on the front, side and rear yards and within the boulevards of each of the lots or blocks or part lots or blocks, except for paved or planted areas, prior to the occupancy of any buildings or structures unless granted an extension as provided for in this Agreement.

K.20 Sewer Testing and Video Inspection

The Owner covenants and agrees to:

- (h) undertake and pay for a sewer testing and video inspection, in accordance with OPSS – sewer pipes and manholes testing, for all new storm and sanitary sewers constructed as part of the Works for the Plan of Subdivision prior to Initial Acceptance and prior to Assumption. This inspection work shall be undertaken by a qualified provider, to be approved by the Municipality's Director of Public Works prior to video inspection being undertaken;
- (i) provide the Municipality with video tapes and written reports in a format as specified by the Municipality;

- (j) remove all silt and debris from the sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the report or as required by the Municipality's video-tape inspection report.

K.21 Streets and Highways

The Owner covenants and agrees to:

- (a) obtain the approval of the Municipality for the granular and stone bases for municipal services on all roads prior to laying the base course of asphalt;
- (b) pave the traveled portion of all roads with base and top course asphalt surfaces, with concrete curbs and gutters and catch basins drained by storm sewers as directed by the Municipality;
- (c) be responsible for the clean-up and repair of all public streets, including boulevards, upon which obstructions or mud and dust are created or which are damaged by the installation and maintenance of any Works, regardless of the persons responsible for the obstructions, mud, dust or damage and to undertake such works as are necessary to clear and clean the streets or repair the damage within twenty-four (24) hours of verbal notification; and
- (d) maintain all roads for vehicular traffic and shall maintain all sidewalks on all roads for pedestrian traffic during all phases of construction until such roads have been assumed by the Municipality.

K.22 Road Occupancy Permit and Entrance Approvals

The Owner shall when installing or carrying out Works on existing municipal roads, obtain a Road Occupancy Permit, or alternate municipal approval. The Owner shall provide a cash security deposit in an amount satisfactory to the Director of Public Works, to guarantee the performance of the Owner's obligations pursuant to the Road Occupancy Permit, or alternate municipal approval, and to indemnify the Municipality for any costs incurred as a result of Works undertaken on the road allowance(s). The deposit is a pre-estimate only and the Municipality shall be completely indemnified by the Owner for any costs or damages incurred by the Municipality as a result of any Works undertaken on the Municipality's road allowance(s).

The Owner acknowledges and agrees that, in constructing entrances on any assumed municipal road, it shall be responsible for obtaining an Entrance Approval for each entrance from the Municipality, and that it shall be required to carry out any and all Works specified in the Entrance Approvals.

K.23 Winter Maintenance of Streets and Highways and Maintenance of Parks and Stormwater Management Areas

The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision, and maintain all parks and stormwater management areas to a condition satisfactory to the Municipality until Assumption by the Municipality.

Prior to Assumption of any streets and highways, the Owner may make arrangements to have the Municipality carry out winter maintenance at the expense of the Owner on traveled portions of all such streets and highways that are connected by asphalt to assumed public highways if manholes and catch basins are ramped on base course asphalt and to have the Municipality carry out winter maintenance at the expense of the Owner on sidewalks.

Prior to Assumption of any stormwater management areas or parks, the Owner may make arrangements to have the Municipality carry out maintenance at the expense of the Owner.

The Owner acknowledges and agrees that such winter road maintenance and park and stormwater management area maintenance shall not constitute Assumption and it specifically absolves and indemnifies the Municipality from any and all loss or liability of every nature and kind whatsoever in connection with such maintenance.

The Owner covenants and agrees to pay a fee based on rates established by the Director of Public Works for such work. Nothing herein shall be construed as being maintenance by the Municipality for the purposes of creating any statutory duty on the Municipality for the maintenance of public streets and highways, parks or stormwater management areas or with respect to the Assumption of the roads as public highways, parks or stormwater management areas, it being understood and agreed that the Municipality's status in this capacity is as a subcontractor or agent of the Owner and not as a municipality.

Where deemed appropriate, at the sole discretion of the Municipality, the Municipality may unilaterally invoke the above maintenance procedures on the same basis, terms and conditions, as if requested by the Owner.

K.24 Traffic Control Devices

The Owner covenants and agrees to:

- (a) erect temporary traffic control devices, conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when the streets and highways are completed to base course asphalt and to maintain the same until permanent traffic control devices are constructed; and
- (b) erect permanent traffic control devices conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when all grading of streets and highways, and boulevards have been completed and to maintain such streets, highways and boulevards until Assumption by the Municipality.
- (c) install automatic signal changers for emergency vehicles to the satisfaction of the Director of Public Works and the Fire Chief at all locations where traffic control signals are installed as part of this subdivision agreement and to maintain the same as required under this Agreement.

K.25 Street Signs

The Owner covenants and agrees to:

- (a) erect temporary street signs to standards of the Municipality at all street and highway intersections in the Plan of Subdivision prior to the commencement of construction of any buildings or structure, and to maintain such temporary street signs until permanent signs are erected; and
- (b) to erect permanent street signs when all grading of streets, highways and boulevards has been completed to the satisfaction of the Director of Public Works and to maintain such street signs until Assumption by the Municipality.

K.26 Pavement Markings

The Owner covenants and agrees to pay to the Municipality all costs involved with the installation and maintenance of pavement markings for the Plan of Subdivision and any external roads works which may be required by this Agreement. The

Municipality shall install the pavement markings at the Owner's expense and the Owner will maintain same as required under this Agreement.

K.27 Turnarounds

The Owner covenants and agrees that in the event that construction of the Plan of Subdivision is being phased, or if the Plan of Subdivision abuts future development land, the Owner will provide adequate turning space for vehicles at the applicable phase of the boundaries of the Plan of Subdivision. The turning space will be constructed in accordance with the Municipality's design standards and specifications and the Owner shall grant to the Municipality any temporary turnaround rights reasonably required by the Municipality to ensure a public right of access until such time as the road has been extended and the temporary turnaround is no longer required and has been decommissioned to the satisfaction of the Municipality, following which such turnaround rights will be released by the Municipality, to the Owner where such rights affect privately owned property.

K.28 Sidewalks and Public Walkways/Trails

The Owner covenants and agrees to:

- (a) construct all sidewalks and public walkways/trails and to surface same in accordance with the Municipality's specifications and to the satisfaction of the Municipality;
- (b) pave all driveways between public sidewalks and walkways and curbs prior to Assumption by the Municipality.

K.29 External Drainage Areas

The Owner covenants and agrees that if any of the Works related to drainage required to be completed under this Agreement result in drainage to be conducted through other lands, if required by the Municipality, all such drainage work shall be carried out by the Owner by means of an open ditch or storm sewer as determined by the Municipality and of sufficient size and capacity to meet the drainage requirement for the drainage area. The design is to be based on the run-off expected from the Lands when completely developed and must meet the requirements of the Municipality. The drainage work, and the acquisition of the land interest or required easements by or on behalf of the Municipality, shall be completed by the Owner at its expense and the provisions of this agreement respecting completion, approval and entry by the Municipality shall apply *mutatis mutandis*.

K.30 Retaining Walls

The Owner covenants and agrees that the Owner will be responsible for maintenance of any retaining wall which may be constructed, installed or erected on any portion of the Lands transferred or to be transferred to the Municipality pursuant to this Agreement prior to the Assumption of the Works.

K.31 Waste Management

The Owner covenants and agrees to purchase from the County of Simcoe upon application for occupancy permits, a sufficient number of organics and recycling containers to provide to each purchaser of a lot or block or portion thereof so that that they may participate in the county curbside recycling program. Furthermore, the Owner shall ensure that the containers and associated educational materials are deposited in each building or structure for which occupancy is to be granted on or before the transfer of the lot or block or portion thereof. The Owner agrees to pay to the County of Simcoe the cost of the containers and materials.

K.32 Street and Lot Trees

The Owner covenants and agrees to:

- (a) install trees within the rights-of-way of all streets, stormwater facilities and parkland to be dedicated to the Municipality, and/or on individual lots or blocks in accordance with the approved Landscape Plan prepared by a Landscape Architect as listed in the Approved Plans referred to in Schedule "B" to this Agreement;
- (b) plant boulevard trees and a minimum of Two (2) trees per lot as indicated in the approved Landscaping Plans, prepared by a qualified Landscape Architect, as listed in the Approved Plans referred to in Schedule "B" to this Agreement;
- (c) submit detailed working drawings to the Municipality for approval prior to construction or installation;
- (d) under supervision of a Landscape Architect, plant trees having a minimum caliper of sixty millimetres (60 mm) or as otherwise required by the Municipality in its approvals of landscaping plans and to guarantee such trees for two (2) years from the date of the tree planting being certified and accepted by the Municipality; and,
- (e) provide deposits and securities in the amount specified in this Agreement to the Municipality to ensure compliance with the street and lot tree planting requirements for this Agreement, which security or deposit may be drawn upon in its full amount, if in the opinion of the Municipality, the Owner has not strictly complied with the requirements of this Section and which are subject to the applicable Maintenance Period.

K.33 Tree Preservation in Subdivision

The Owner covenants and agrees to:

- (a) preserve and protect the existing trees as indicated in the approved Tree Preservation Plan and prepared by a qualified Landscape Architect, as listed in the Approved Plans referred to in Schedule "B" to this Agreement;
- (b) not to remove any trees without prior written approval of the Municipality, except such trees that are diseased or dead;
- (c) retain a Landscape Architect to supervise and approve the installation of the protective fencing and ensure that the protective fencing remains in place during the entire period of construction activity and that the Landscape Architect will notify the Municipality that this fencing has been installed in accordance with the approved Landscaping and Tree Preservation Plans;
- (d) provide security in an amount specified in this Agreement to the Municipality to ensure compliance with the tree preservation requirements for this Agreement.

K.34 Utilities

Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunication, etc.) for the Plan of Subdivision shall be installed at no cost to the Municipality. The Owner covenants and agrees to enter into an

agreement or agreements with such applicable utility companies, to provide utilities as required, to satisfy all requirements, including but not limited to the maintenance and repair of their facilities and equipment until the Assumption of the Plan of Subdivision by the Municipality.

It is the Owners responsibility to obtain written confirmation from the appropriate entities that all public utility requirements for the Lands have been met without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.

The Owner is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands, prior to registration of the Plan of Subdivision. The Owner covenants and agrees to pay to the Municipality the maintenance and energy costs for all illumination within the Plan of Subdivision until and prior to the date of Assumption.

It is the Owner's responsibility to ensure that the restoration of the area disturbed by the installation of utilities is completed in a manner and condition satisfactory to the Municipality in its sole and unfettered discretion.

K.35 Composite Utility Plan

The Owner covenants and agrees not to start construction of any Public Works until the composite utility plan or plans have been signed by all applicable authorities and approved by the Municipality.

K.36 Display Plans

The Owner covenants and agrees that prior to entering into any agreement of purchase and sale relating to any lot or block within the Plan of Subdivision, it shall provide and post display plans in all sales offices and/or provide copies for viewing to every purchaser which clearly indicate the location of the following facilities in relation to the lot or block proposed to be transferred:

- (i) parks by type, including park concept plans and streetscape plans;
- (ii) schools by type;
- (iii) walkways or trails;
- (iv) church sites;
- (v) commercial or industrial sites by type;
- (vi) existing or future rail facilities;
- (vii) existing or future provincial highways;
- (viii) existing or potential arterial roads;
- (ix) stormwater management ponds, blocks and related facilities surrounding land uses;
- (x) lot grading standards;
- (xi) approved locations of postal boxes and utility furniture or possible locations prior to approval;
- (xii) any other matter required by the *Planning Act*, and
- (xiii) other facilities as specified by the Municipality.

K.37 Street Names

The Owner covenants and agrees that the streets shown on the Plan of Subdivision shall bear names as approved by the Municipality.

K.38 Building Numbers

The Owner covenants and agrees that all building numbers within the Plan of Subdivision shall be the numbers allocated by the Municipality. To obtain such numbers, the Owner shall provide to the Municipality a copy of the Plan of Subdivision for which Final Approval is given, upon which the Municipality shall designate the number for each lot or block.

K.39 Signs

The Owner covenants and agrees not to erect any signs on any vacant land within the Plan of Subdivision except those intended to indicate the designated or proposed use of the lots or blocks. All signage must conform to the Municipality's Sign By-law or, in the absence of a Sign By-law, be approved by the Municipality, acting reasonably.

All existing third-party signs and/or portable signs shall be removed from the Lands, and no third-party signs and/or portable signs shall be allowed upon the Lands except in conformity with the Municipality's Sign By-law in force at the time of the proposed placement of such sign. In the absence of a Sign By-law, signs shall only be permitted in accordance with drawings approved in accordance with this Agreement or a Municipally approved amendment thereto.

K.40 Model Homes and Sales Offices

The Municipality may release conditional permits for the construction of one or more model homes within a proposed plan of subdivision following registration of this Agreement, subject to the following conditions:

- (i) that the Owner is not in default of this Agreement;
- (ii) that there are no conditions precedent to the registration of the plan contained in the draft plan or final approval or any other Agreement with the Municipality that have not been satisfied or secured;
- (iii) that the drawings and plans for the subdivision as set out in Schedule "B" have been approved by the Municipality;
- (iv) that the Owner enter into a Conditional Permit Agreement which deals with matters set out by the Municipality including, but not limited to, assuming all risks for the early start of the construction of buildings;
- (v) that the Owner provides or has provided a deposit in the amount of \$20,000.00 dollars in the form of cash or letter of credit per model home that the municipality may use to pay for the servicing of or removal of any buildings or structures if the plan of subdivision is not registered within six months;
- (vi) that the Owner agrees to notify the public that the model home is a sample of the product built by the homebuilder registered with the Ontario New Home Warranty Program and include full disclosure as to the status of the plan in any Conditional Agreement of Purchase and Sale, that the model home is intended for public display to promote the sale of similar and other house styles on lots within the proposed subdivision and that occupancy shall not be permitted except for display and sales office purposes until all conditions of occupancy set out in this Agreement have been satisfied;
- (vii) that the Owner and builder agree not to open the model home for public viewing until sanitary sewer, municipal water service and road access or a satisfactory temporary alternative have been installed, inspected and are operational to the satisfaction of the Municipality;
- (viii) that parking be provided to the satisfaction of the Municipality;
- (ix) that the Owner pay to the Municipality the applicable model home or sales office application fee(s) in effect at the time of making the application(s); and,

- (x) that the Owner has submitted a model home or sales office site plan/lot grading plan for approval by the Municipality which complies to the Municipality's requirements, including zoning, and has entered into a model home or sales agreement, if required, with the Municipality for the provision and operation of the model home or sales office.

The agreement referred to in item (x) above shall deal with matters set out by the Municipality including, but not limited to, the location, number, size and style of the model homes or temporary sales offices; the required security deposit to pay for the servicing of or removal of any buildings or structures if the plan of subdivision is not registered within six months; and the requirement that the model home be converted and temporary sales offices shall be removed within thirty (30) days of their vacancy.

K.41 Parkland Dedication

The Owner shall convey up to 5% of the residential/open space land and up to 2% of the commercial land included in the Plan of Subdivision to the Municipality for park purposes. Alternatively, the Municipality may request the Owner to pay cash-in-lieu equivalent in value to all or a portion of the land that would otherwise be conveyed for park purposes. Land interests to be conveyed to the Municipality in fulfillment of the parkland dedication requirements are more particularly set out in Schedule "Q" to this Agreement and shall be in a physical condition satisfactory to the Municipality at the time of their conveyance.

All Park Works shall be designed in accordance with the Municipality's standards and requirements. The Owner covenants and agrees to construct and install all works, parks buildings, structures, and landscaping in accordance with the approved plans at the Owner's expense.

K.42 Urban Design / Architectural Control Guidelines

The Owner covenants and agrees to implement the approved Urban Design/Architectural Control Guidelines as approved by the Municipality and listed in the Approved Plans referred to in Schedule "B" to this Agreement.

The Municipality shall retain or engage a professional architect (the "Control Architect"), at the sole discretion of the Municipality and at the Owner's sole cost and expense, who will be responsible for ensuring that the buildings and structures to be constructed within the Plan of Subdivision are constructed in accordance with the Urban Design/Architectural Control Guidelines.

The Owner shall ensure that prior to the submission of individual building permit applications, the Control Architect has stamped and signed for approval the drawings certifying compliance with the Urban Design/Architectural Control Guidelines.

The Owner shall obtain the prior written approval of the Municipality for any minor modifications to the proposed buildings and structures from the Urban Design/Architectural Control Guidelines.

K.43 Phasing

If the Plan of Subdivision is to be developed in phases, the Owner covenants and agrees to prepare and adhere to a phasing plan (the "Phasing Plan") to be submitted by the Owner to the Municipality for approval in accordance with the requirements set out in this Agreement. The Owner acknowledges that each development phase shall be subject to the approval of the Municipality prior to the issuance of any Building Permit for any phase and the Municipality may in its sole and unfettered discretion specify which Works must be completed prior to approving any phase of development and may require the completion of Works beyond any one or more phases of development up to and including the completion of all Works contemplated by this Agreement.

The Phasing Plan shall, without the necessity of amending this Agreement, form part of this Agreement and shall address to the Municipality's satisfaction the following matters:

- (a) sediment and erosion control for each phase;
- (b) stockpiling and stripping plans for each phase including sequences, heights of stockpiles, re-vegetation and scheduling;
- (c) drainage and stormwater management works to be completed for each phase including any temporary Works necessitated by phasing;
- (d) dust and nuisance control measures;
- (e) public safety measures;
- (f) any other temporary Works required as a result of phasing or to facilitate phasing;
- (g) timing of tree planting and landscaping work;
- (h) the provision of phased securities; and,
- (i) any other matter the Municipality may deem necessary to be addressed to ensure to its satisfaction that phasing of the Plan of Subdivision can occur in a manner consistent with the requirements of this Agreement for completion of the Plan of Subdivision and will represent an appropriate sequencing of development and servicing of the Lands.

The Phasing Plan to be submitted by the Owner and approved by the Municipality and shall form part of this Agreement as one of the Approved Plans referred to in Schedule "B" to this Agreement. Where the Municipality receives a written request to modify the Phasing Plan and approves such a request, in its sole and unfettered discretion, the modified Phasing Plan shall be filed with the executed copy of this Agreement in the offices of the Municipality without necessity of amending the registered copy of this Agreement.

K.44 Nottawasaga Valley Conservation Authority Approvals

The Owner agrees that, where required under Regulation 172/06 or successors, prior to any site alteration, a permit for work shall be obtained from the Nottawasaga Valley Conservation Authority (NVCA).

Where approval of the NVCA is required, the Owner acknowledges and agrees that the Owner shall be responsible for obtaining the required permit(s) at the Owner's cost from the NVCA, and that the Owner shall be required to carry out any all works specified in the permit(s) for the development of the Lands and that such improvements may include drainage alterations so as to ensure appropriate control of the quantity and quality of run off from the Lands. Such permit(s), where not conflicting with or contradicting with this Agreement, will automatically form part of this Agreement by reference to the requirement for a permit, but shall not be appended to the Agreement for registration purposes.

In the event that a permit conflicts with or is contradictory in any way to this Agreement, the Owner shall, prior to undertaking any such works, obtain approval for amended drawings and design and enter into any necessary amendment to this Agreement, or additional agreement, subject to approval of the Municipality.

In the event that the Owner fails to comply with any terms and conditions of a permit, or fails to make modifications or changes required by a permit, the Municipality, whether or not requested to do so by the NVCA, shall have the right to enter onto the Lands to conduct the work necessary to comply with the terms and conditions of the permit, or to effect modifications and changes up to and including the date of acceptance of affected Works by the Municipality.

The Owner further acknowledges and agrees that for the purposes noted above, the Municipality shall be entitled to realize upon any securities and deposits provided by the Owner pursuant to this Agreement to be applied against costs incurred by the Municipality, including administrative fees, in accordance with the procedures and

references set out for use of securities and deposits as set out in this Agreement. The Municipality may also utilize any other legal means of cost recovery as set out in this Agreement.

The Owner agrees to ensure that proper erosion and sediment control measures will be in place prior to any site alteration and that such measures shall be maintained throughout the development process. All major stormwater management facilities (e.g. stormwater management ponds) must be in place prior to the creation of any impervious areas such as roads and buildings

The Owner agrees to engage at the Owner's cost a qualified professional engineer to ensure appropriate maintenance of sediment and erosion control works and to certify that the works required by the permit(s) were constructed in accordance with the plans, reports and specifications as approved by the NVCA.

SCHEDULE "L"

SPECIAL CONDITIONS OF APPROVAL

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

L.1 Environmental Impact Study Implementation

The Owner shall be responsible for the design, installation, and approval of any restoration or mitigative works that may be required as a result of any Environmental Impact Study completed with respect to the Lands and such works shall be considered to be site works or services for the purposes of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement, if applicable.

L.2 Environmental Clearance for Lands to be Conveyed

The Owner covenants and agrees that, prior to execution of this Agreement for the proposed development, an environmental clearance must be provided to the Municipality for all lands to be conveyed or dedicated to the Municipality. The Municipality shall not be obligated to accept any lands until it is satisfied that the land is environmentally suitable for its proposed use and certified as such by a professional engineering consultant or equivalent, in accordance with the guidelines of the Ministry of Environment and Energy or such other guidelines as may be appropriate.

L.3 In-Stream Works

All in-stream works will be carried out in compliance with the requirements of the Nottawasaga Valley Conservation Authority and Ministry of Natural Resources and all applicable regulatory agencies, and in compliance with all applicable legislation and regulations, if applicable.

No in-water works are to occur between April 1st to June 15th inclusive.

L.4 Construction and Operation Standards for Fuel and Hazardous Materials Storage Systems

All storage and distribution systems and all piping, sumps, and containment systems shall be installed, tested, operated and inspected in accordance with all relevant federal and provincial laws, regulations and standards as may be amended from time to time.

All works associated with the storage, handling and dispensing of fuels or other potential contaminants shall be installed, maintained and operated so as to avoid contamination of the environment and shall be elevated or constructed to satisfy the Nottawasaga Valley Conservation Authority requirements with regard to being located above the regulatory flood elevation.

A spills handling and containment plan will be prepared, maintained and implemented as necessary in accordance with all relevant federal and provincial requirements.

The Municipality shall be immediately informed in writing of:

- (i) any spills in accordance with guidelines established by the Ministry of Environment;
- (ii) any event or monitoring results which demonstrate or identify a potential for contamination of water supplies or the environment as determined in accordance with relevant federal and provincial laws, regulations, standards or guidelines as may be amended from time to time.

If there is a spill on the Lands, the Owner, and its agents and employees, shall take immediate measures to control and contain the spill, and shall thereafter notify the Municipality in writing of the details of the spill and actions taken to contain and clean up the spill.

This requirement and any associated conditions however do not impose on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to conduct corrective measures and such obligations shall remain the Owner's obligations.

L.5 Environmental Decommissioning or Remediation

If applicable, the Owner acknowledges that not all of the Lands have been decommissioned or remediated as noted in the soil analysis report delivered to and approved by the municipality and the Owner covenants and agrees to decommission or remediate the remaining Lands forthwith to the satisfaction of the Municipality and the Ministry of Environment prior to the commencement of any development contemplated under this Agreement and such activities and requirements are deemed to be Works under this Agreement and are governed accordingly.

L.6 Water Quantity and Quality Monitoring

Notwithstanding the recommendations of the reports incorporated in Schedule "B" to this Agreement, which are to be implemented in accordance with the requirements of this Agreement, the Owner shall, in meeting those requirements, or in addition to meeting those requirements:

- (i) provide a copy of all monitoring results to the Municipality in an annual report;
- (ii) shall immediately inform the Municipality of any testing results which indicate a detrimental impact on water supplies or the level or quantity of flow in watercourses;
- (iii) shall immediately inform the Municipality of any testing results which indicate, in accordance with all applicable legislation, regulations and guidelines, any exceedance of water quality parameters for surface and/or drinking waters;
- (iv) shall at least six (6) months prior to the conclusion of the monitoring program prepare a final summary report making recommendations with regard to the need for or nature of any continued monitoring and submit this report to the Municipality for its review and consideration.

The Owner acknowledges and agrees that the Municipality may require monitoring to continue beyond the period recommended to the same extent and/or frequency or to a lesser degree. The Owner acknowledges and agrees that the Municipality acting reasonably, shall determine to its sole and unfettered discretion the need for and elements of a continued monitoring program and that the Owner shall be responsible for carrying on the program to the same extent and frequency until such time as the Municipality has made a decision concerning continued monitoring.

The Owner acknowledges and agrees that monitoring reports are to be prepared by a certified hydrogeologist or professional engineer recognized by their professional association as qualified to give such a report in the Province of Ontario.

The Owner further acknowledges and agrees that water resources monitoring is considered an element of the Works approved under this Agreement, and that failure to comply with this requirement constitutes a default under this Agreement. In addition to any other remedies available to it under this Agreement, in the event of such a default, the Municipality shall have the right to order that development and/or use of the affected portion of the Lands be terminated, by giving five (5) days written notice, and the Owner agrees to comply with such an order.

This requirement and any associated conditions however do not impose on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to carry out corrective measures and such obligations shall remain the Owner's obligations.

L.7 School Blocks and Vacant Lands

The Owner covenants and agrees to:

- (a) rough grade, topsoil, seed and maintain all school blocks and vacant lands within the Plan of Subdivision to the satisfaction of the Municipality;
- (b) provide temporary fencing and maintain the fencing around the perimeter of all school blocks and/or vacant lands, to the satisfaction of the Municipality, and to maintain these areas until such time as the ownership of the blocks has been transferred;
- (c) that should these requirements not be completed and the Works not maintained to the satisfaction of the Municipality, the Municipality will do the work as required and draw on any security filed pursuant to this Agreement for all costs so incurred.

L.8 Vacant Lands

The Owner covenants and agrees to:

- (a) rough grade, topsoil, seed and maintain all vacant land within the Plan of Subdivision to the satisfaction of the Municipality;
- (b) provide temporary fencing and maintain the fencing around the perimeter of all vacant land, other than lots approved for development, to the satisfaction of the Municipality, and to maintain these areas until such time as the ownership of the vacant land has been transferred;
- (c) that should these requirements not be completed and the Works not maintained to the satisfaction of the Municipality, the Municipality will do the work as required and draw on any security filed pursuant to this Agreement for all costs so incurred.

L.9 Ministry of Transportation

The Owner covenants and agrees:

All above and below ground structures, including land uses integral to site operations (e.g. underground servicing, storm ponds, drive-thrus, fire routes, etc.) must be setback a minimum of 14 m from the Highway 26 ROW limits, unless otherwise approved by the municipality and the Ministry of Transportation, and that;

MTO Building and Land Use permits are required prior to site grading/servicing/construction of the subdivision, and for all lots within 45m of the MTO property limits and within a 395m radius of the centrepoint of the intersections of Highway 26/Mowat St., Highway 26/Street K, and Highway 26/County Road 7. Entrance, Encroachment, and sign permits will also be required.

L.12 Temporary Road Works (Extension of Junction Road Along Frontage of Institutional Block (Block 78))

The owner covenants and agrees:

To construct and extend Junction Road (internal roadway) as temporary roadway to the Municipal Engineering Standard STD-R1A along the entire length of the

remaining frontage of the Institutional Block situate east of the end of Phase 1B including the installation of a temporary turn-around/hammerhead at the end of the temporary roadway all to the satisfaction of the Township.

Prior to the approval of future phases, the owner will be responsible for the demolition and reconstruction of Phase 1C to full urban standard, and to the satisfaction of the Municipality.

SCHEDULE "M"

WORK SCHEDULE

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

M.1 Prior to Commencement of Construction

No work shall be commenced on any of the Works until the designs for all the Works and soil tests have been approved by the Municipality and the Municipality may stop any work that is commenced without its approval.

Any work undertaken by the Owner prior to this Agreement coming into force shall not be approved, Accepted or Assumed by the Municipality as a municipal service until such time as the Owner's Professional Engineer has advised the Municipality, in writing, that such work has been carried out in accordance with the applicable specifications and that all requirements for approval, Acceptance or Assumption have been met to the Municipality's satisfaction and the Owner has paid the Municipality all costs in its review and processing of a request to approve, Accept or Assume such Works. The Owner shall provide all the information and expose or reconstruct any portion of the Works which the Municipality may in its sole and absolute discretion require. The Municipality is under no obligation to approve, Accept or Assume any portion of the Works undertaken by the Owner prior to this Agreement coming into force or unsatisfactory in the Municipality's sole and unfettered discretion, following this Agreement coming into force.

M.2 Contractor for Construction of Works

The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by the Municipality, which approval shall not be unreasonably withheld. The contract(s) shall provide that the Municipality may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the Municipality's design criteria, standards and specifications.

M.3 Commencement of Construction

The Owner covenants and agrees, prior to the construction of any Works, including the installation of public utilities, to give to the Municipality ten (10) days advance written notice of the date upon which construction of any Works is scheduled to commence.

SCHEDULE "N"

CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE OF WORKS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

N.1 Initial Acceptance

The Initial Acceptance of Works shall occur when a substantial amount of the Works including applicable utilities have been completed to the Municipality's satisfaction to allow for building permits to be issued for lots or blocks and, where applicable, in phases and that the Works have been completed for in accordance with the Building Permit Requirements of this Agreement; and to allow for the first reduction in securities.

N.2 Requirements for Initial Acceptance of Works

In addition to any other specific or general requirements of this Agreement, immediately prior to Initial Acceptance of the Works by the Municipality, the Owner covenants and agrees:

- (a) to flush all sewers, manholes, and catchbasins free of road materials, building debris, and other foreign matter, to clean such materials from the system, to provide video inspection and to rectify any deficiencies the video inspection may reveal;
- (b) to sweep roadway pavement, including sidewalks, free of building debris and earth deposits, and to clean and remove such material from the site;
- (c) to rectify and repair all damages, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- (d) to have provided all required digital data, hard copy plots, and report information as specified by the Municipality;
- (e) to have submitted to the Municipality "as-built" drawings for the development of the Plan of Subdivision or the phase in which development has been completed showing all of the Works and the Municipality has approved the drawings;
- (f) that the Municipality shall have confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands and a fire break plan, if deemed necessary by the Municipality, has been approved by the Municipality;
- (g) that the Municipality shall have confirmed that all necessary conveyances of land, easements and reserves have been received free and clear of all encumbrances and have been registered against title to the lands to which they are to apply;
- (h) that the Owner's surveyor (OLS) shall have certified that, on lots or blocks on which easements have been imposed or for lots and blocks immediately adjacent to such easements, required municipal services have been installed within the limits of the easements granted to the Municipality;
- (i) that the Owner shall have ensured and provided evidence that all dead trees within the limit of the Plan of Subdivision have been removed;

- (j) that all sediment and erosion control measures and any required environmental mitigation measures are in place;
- (k) that signs denoting "Unassumed Roads" have been installed at the entrances to the Plan of Subdivision in accordance with this Agreement;
- (l) that the traffic and street signs, including temporary signs, have been installed and approved by the Municipality;
- (m) that the Owner shall have supplied satisfactory evidence, where applicable, of compliance with the Ministry of the Environment approval for sanitary service works and/or any other services or works and, without limiting the foregoing, this shall include sanitary sewers or works, storm sewers or works, water supply works, and drainage works associated with the development of the Lands;
- (n) that a statutory declaration from the Owner shall have been received by the Municipality confirming that all contractors and subcontractors associated with the construction of Public Works have been paid;
- (o) that a certificate from the Owner's Professional Engineer, or other consultants as applicable, has been provided to the Municipality indicating that all other Works have been completed and are still functioning in accordance with the requirements of this Agreement including the Approved Plans and have been approved for acceptance by the Director of Public Works;
- (p) that a certificate from the Owner's Professional Engineer summarizing the certification of the rough grading and drainage of all the lots in the Plan of Subdivision or phase shall have been provided to the Municipality;
- (q) that a certificate from the Owner's Landscape Architect shall have been provided to the Municipality confirming that all landscaping and tree planting on public lands required for acceptance have been completed in accordance with the Approved Plans;
- (r) to have arranged for, at the Owner's own cost and to the satisfaction of the Municipality, or to have made payment to the Municipality for the maintenance and energy costs for illumination until assumption of above ground Works;
- (s) to have arranged for, at the Owner's own cost and to the satisfaction of the Municipality, or to have made payment to the Municipality for the cost of snowplowing until assumption of Works;
- (t) to pay for the cost of installation of pavement markings
- (u) to pay for all outstanding costs associated with snowplowing; and
- (v) to repair and rectify all street and traffic signs.

N.3 Acceptance

The Municipality covenants and agrees to accept the Works (the "Acceptance") upon the Municipality receiving a certificate from the Owner's Professional Engineer, and other consultants as applicable, certifying to the satisfaction of the Municipality that all Works have been constructed, installed and maintained in accordance with the requirements of this Agreement, the Approved Plans, and the Municipality's standards, specifications and requirements. The Owner acknowledges and agrees

that the Municipality and its engineers shall inspect the Works and the certification of the Owner's Engineer at the expense of the Owner to satisfy the Municipality and verify the certification.

N.4 Maintenance and Repair of Works

The Owner covenants and agrees to maintain and keep in a proper state of repair and operation all of the Works constructed, planted, installed or provided by the Owner until Assumption of the Works.

Notwithstanding the above, where any waterworks forming part of the Works have been connected to the municipal water system operated by the Municipality, all maintenance and repairs shall be conducted by the Municipality at the expense of the Owner.

N.5 Top Course of Asphalt

The Owner covenants and agrees that the top course asphalt on any roads shall not be installed at the time of Initial Acceptance and shall not be installed until 75% of the lots, by plan or by phase, have received Occupancy Permits for the dwelling unit or as otherwise approved by the Municipality.

SCHEDULE "O"

CONDITIONS AND REQUIREMENTS FOR ASSUMPTION OF WORKS AND PARK SERVICES

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

O.1 Assumption

The Municipality covenants and agrees that the Assumption of the Works shall take place upon the Owner having fulfilled the requirements of this Agreement and the Municipality having received a certificate from the Owner's Engineer and Landscape Architect (as applicable) stating to the satisfaction of the Municipality that all of the conditions of this Agreement for Assumption have been met and that all Works are in good condition and in proper working order.

The Owner acknowledges and agrees that the Municipality and its engineers shall inspect the Works and the certification of the Owner's Engineer at the expense of the Owner, to satisfy the Municipality and verify the certification prior to Assumption of the Works.

O.2 Top Course of Asphalt

The Owner covenants and agrees to not request Assumption before six (6) months following the application of the top course asphalt on all roads to be constructed and improved, and not before seventy five percent (75%) of all buildings or structures on lots or blocks within the Plan of Subdivision, or any phase thereof, have received occupancy permits.

O.3 Assumption of Park Services

The Municipality covenants and agrees that the Assumption of the Park Services shall take place upon the Municipality being satisfied that all requirements and conditions of this Agreement pertinent to assumption of Works as applicable to Park Services have been fulfilled and, without limiting the generality of the foregoing, upon fulfillment of the following specific conditions to the satisfaction of the Municipality:

- (a) receipt of a certificate of completion to the satisfaction of the Municipality from the Owner's Engineer and Landscape Architect that all required Park Services and associated landscape Works have been completed according to the Municipality's requirements and the Approved Plans for landscaping and any subsequent approved change orders;
- (b) receipt of a statutory declaration from the Owner that all contractors and subcontractors associated with the construction of the Park Services and landscape work have been paid and that there is no liability outstanding to anyone under any circumstances related to the park construction and landscape work completed in connection with the development of the Plan of Subdivision;
- (c) the two-year maintenance period has elapsed; and,
- (d) "as-built" drawings showing the final plan and profile locations of the Park Services within the Plan of Subdivision have been received by the Municipality.

The Owner acknowledges and agrees that the Municipality's engineer shall inspect the Works and verify the certification of the Owner's Engineer at the expense of the Owner, prior to assumption of the Park Services.

O.4 Requirements for Assumption of Works

Immediately prior to the Assumption of the Works by the Municipality, the Owner covenants and agrees:

- (a) to clean all sewers, manholes, and catchbasins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system;
- (b) to provide a sewer video inspection and to rectify any deficiencies the sewer video inspection may reveal;
- (c) to rectify and repair all damages, settlements or depressions to services and works;
- (d) to clean and remove any debris and earth deposits from all roadway pavement and remove any debris from the Lands except as specifically permitted by this Agreement;
- (e) to pay all outstanding invoices for work orders that the Municipality may have concerning emergency repairs;
- (f) to replace, rectify and repair any damage or fault in the Works required by this Agreement that have not yet been assumed by the Municipality.
- (g) that assumption shall not occur before all landscaping and trees are installed on public lands and lots or blocks, as required throughout the Plan of Subdivision or the relevant phase and that the two-year maintenance period has elapsed;
- (h) that assumption shall not occur before all of the fencing and landscaping of public lands has been completed as required throughout the Plan of Subdivision or the relevant phase.
- (i) to provide the Municipality with a cash deposit or security satisfactory to the Municipality in the amount of SIX THOUSAND Dollars (\$6,000.00) per vacant lot or block, for use by the Municipality to correct the grading, drainage and revegetation on vacant lots or blocks if, in the opinion of the Municipality, the completed grading, drainage or revegetation on the vacant lots or blocks identified by the Municipality does not comply with the grading control plan, which deposit will be refunded upon satisfactory completion of the grading, drainage and revegetation on the lots or blocks; and,
- (j) to provide the Municipality with any outstanding payment for the maintenance and energy costs for illumination and all outstanding costs associated with snowplowing;
- (k) to rectify, clean out and repair damages to the storm water management facilities and to assure the Municipality these facilities are functioning in accordance with the approved storm water management report and engineering drawings forming part of the Approved Plans; and
- (l) to rectify and repair damage to any retaining walls in the Plan of Subdivision as shown in the Approved Plans.

O.5 Assumption By-law

When all of the applicable requirements for Assumption have been fulfilled, the Municipality shall pass an Assumption By-law for the Works (or an individual service

or aspect forming part of the Works). Upon an Assumption By-law being passed, the ownership of the Works (or an individual service or aspect forming part of the Works) shall vest in the Municipality and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Works were constructed or installed.

SCHEDULE "P"

OWNER'S INSURANCE REQUIREMENTS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

P.1 General Liability Insurance Policy

Prior to commencing any work with respect to the Plan of Subdivision, the Owner shall take out and keep in force comprehensive general liability insurance against claims for personal injury, death or property damage resulting from any accident or occurrence. The Owner shall deliver with this Agreement (if not previously delivered) a certified copy of the policy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Municipality and naming the Municipality as an additional insured. Such policy shall be kept in full force and effect until all of the Works required under this Agreement have been assumed by the Municipality and shall comply with the following provisions:

- (i) the minimum limit shall be Five Million Dollars (\$5,000,000.00), all inclusive, for property damage and personal liability;
- (ii) it shall not contain a clause for exclusion for blasting;
- (iii) the premium must be paid initially for a period of one (1) year and the policy shall be automatically renewed for further one-year periods;
- (iv) if the policy contains a deductible clause, the Owner agrees to deposit a certified cheque or such security as may be acceptable to the Municipality with the Municipality in a deductible amount, as a deposit, together with a letter from the Owner authorizing the Municipality to appoint an independent adjuster and to investigate claims less than the deductible amount and authorizing the Municipality to pay such claims determined to be valid by the adjuster out of the said deposit. The Owner is responsible for all adjustment service costs and shall maintain the deposits in the amount of the deductible;
- (v) the policy shall provide for cross-liability and severability of interest protecting the Municipality against claims by the Owner as it were separately insured and providing that the Municipality shall be insured notwithstanding any breach of any condition in the policy by any other insured; and
- (vi) the policy shall provide that the insurer shall not cancel or refuse to renew it without first giving the Municipality at least sixty (60) days prior written notice.

P.2 Municipality May Obtain Insurance

If the Municipality receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Municipality otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Municipality may, on written notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Municipality shall be entitled to obtain new insurance or add the necessary insurance coverage to the Municipality's blanket insurance. The Owner shall forthwith, upon receipt of written notice thereof from the Municipality, reimburse the Municipality for the cost of such insurance payable as noted above. In addition, the Municipality shall, at its sole discretion and option, be entitled to draw upon any security or deposit posted under this Agreement to cover the costs of the insurance.

SCHEDULE "Q"

LANDS TO BE CONVEYED BY THE OWNER

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

Q.1 Conveyances

The Owner shall convey or arrange to have conveyed to the Municipality, without charge, the lands, easements and other interests in land described in this Schedule and such other interests in land as may reasonably be required by the Municipality to ensure the proper servicing and functional operation of the subdivision development to the date of Assumption.

Q.2 Registration of Easements and Lands

All land conveyances including easements and other interests in land shall be in a registerable form acceptable to the Municipality's solicitor. The Owner hereby gives authority to the Municipality to complete any requisite details in the documents referred to in this Schedule. The Owner shall have delivered to the Municipality all Transfers/Deeds, Discharges and Easements or other documents required by this Agreement prior to its registration on title to the Lands and as a condition precedent to registration.

Q.3 Additional Lands and Conveyances

If the Municipality acting reasonably, subsequently determines that other lands or easements or other interests over other lands are required for purposes of completing installation or are necessary to the operation or maintenance of the Works, the Owner shall make arrangements to convey same, upon request by the Municipality, free of all prior liens, charges, claims or encumbrances, to the Municipality if the Owner is the owner of such lands and otherwise the Owner shall use reasonable commercial efforts to arrange to have the land or interest in land conveyed to the Municipality to its satisfaction.

LAND INTERESTS INCLUDING EASEMENTS TO BE CONVEYED OR DEDICATED TO THE MUNICIPALITY:

1. Road Widening
 - Block 75
2. Stormwater Management Facility
 - Block 76
3. Open Space
 - Block 74
4. Municipal Drainage Channel/Outlet
 - Block 77
5. Stormwater Drainage Channel (partial)
 - Block 83
6. Easements:
 - Parts 1-9, Reference Plan 51R-
 - Parts 1-19, Reference Plan 51R-
 - Parts 1-11, Reference Plan 51R-
7. Reserves: n/a

8. Parkland Dedication: To be addressed through parkland dedication agreement entered into with Owner and Builder and registered on title to remainder of Owner's lands approved for development in phases pursuant to the Conditions of Draft Plan Approval.
9. Landscaping Blocks and Walkways: n/a
10. Roads:
 - Junction Road (Dedicated on Plan)
 - Prescott Drive (Dedicated on Plan)
 - Breton Street (Dedicated on Plan)
 - Springfield Crescent (Dedicated on Plan)

**LANDS INTERESTS INCLUDING EASEMENTS TO BE CONVEYED TO OTHERS:
[SPECIFY ENTITY]**

1. Lands to be Conveyed to Ministry of Transportation (MTO)
 - Highway Widening: Blocks 81-82 (Dedicated on Plan)
 - Reserves: Block 79-80

SCHEDULE "R"

RESTRICTIVE COVENANTS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

R.1 Restrictive Covenants

The Owner covenants and agrees that, notwithstanding the requirement to register this Agreement against title to the Lands, the following paragraphs which form part of this Agreement will be appropriately registered against the title to the Lands within the Plan of Subdivision as restrictive covenants running with the Lands, it being the intention that each of the following covenants shall run with the Land, and the Owner shall take all measures at the cost of the Owner to ensure that the covenants are so registered to the satisfaction of the Municipality concurrently with registration of this Agreement:

The burden of these covenants shall run with the lands against which they are registered and the benefit of this covenant may be annexed to and run with each and every part of the lands within the Plan of Subdivision registered as Plan 51M- including public lands, roads and highways dedicated to the Municipality, and the Transferee for itself, its successors and assigns, covenants and agrees with the Transferor, its successors and assigns that the Transferee and the Transferee's successors in title from time to time of all or any part or parts of the lands will observe and comply with the stipulations, restrictions and provisions herein set out in that nothing shall be erected or fixed, placed, or done upon the lands or any part thereof in breach or violation of or contrary to the fair meaning of the stipulations, restrictions and provisions hereinafter set forth :

(a) Partial Invalidity

The invalidity in whole or in part of any of these restrictive covenants shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.

(b) Definition of Successors & Assigns

Wherever in these restrictions, reference is made to the successors and assigns of the Transferor, it shall mean the successors in title, the Owner and Owners for the time being, of the Lands owned by the Transferor.

(c) Excavation

No Owner of any lot or block shall carry out excavation within the lot or block except for excavation for the purpose of construction in accordance with the drawings approved by the Municipality. No soil, sand, gravel or other similar material shall be removed from the lands except with the prior written consent of the Municipality.

(d) Signs

No owner of any lot or block shall place any signs, billboards, notices or other advertising matter of any kind in accordance with the Municipality's sign by-law in effect at the time on any part of the lot or block or upon any building or on any fence, tree or other structure on the lot or block without the prior written consent of the Municipality.

(e) Drainage

No owner of any lot or block shall alter or interfere with the grading and drainage levels and patterns as approved by the Municipality with respect to the lot or block and, without limiting the generality of the foregoing, no owner of any part of any lot

or block shall after, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any rear or side yard drainage depression or swale, catchbasin or other drainage channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area. Notwithstanding this prohibition, the owner of any lot or block agrees to indemnify and save the Municipality completely harmless from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly, by reason of such alteration or other action as stated above.

No owner shall be entitled to connect roof leaders to the foundation drain collector or to the weeping tile or the sanitary or storm sewer. Roof leaders shall be required to discharge onto the lots or blocks using concrete splash pads such that the side lot swales will drain the runoff to the road or to rear yard of lots or blocks, or in accordance with the drainage facilities shown on final lot grading plan for the lot or block as approved by the Municipality.

(f) Curb Cuts

No owner of any part of any lot or block shall construct, widen, remove or alter any curb cut within the road allowance of a municipal road or create or construct any driveway entrance, or cause any such work to be done without the prior written approval of the Municipality. In addition, no owner shall obstruct or encumber any highway in the Municipality except when specifically authorized by permit issued by the Municipality to do so. Obstructions and encumbrances shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and wooden or concrete driveway curbs. All obstructions or encumbrances shall be removed by the Owner upon receipt of notification from the Municipality. If the request for removal is not complied within the specified time, the Director of Public Works may cause the same to be removed, and the owner shall be liable to the Municipality for all costs incurred in the removal of the obstruction. The Municipality may recover all expenses on the assessment rolls in the same manner as municipal taxes.

(g) Noise Control Features - Highways

If applicable, no owner shall remove, alter, interfere with, or fail to maintain any noise control feature which has been incorporated into any dwelling constructed within the Plan of Subdivision since noise levels from external sources may exist and be of concern, and may interfere with some activities of the dwelling occupants.

(h) Noise Control Features - Airports

If applicable, no owner shall remove, alter, interfere with, or fail to maintain any noise control feature which has been incorporated into any dwelling constructed within the Plan of Subdivision since noise levels from air traffic while taxiing, ascending and descending may exist and be of concern, and may periodically interfere with some activities within the dwelling.

(i) Noise and Vibration Control Features- Railways

If applicable, no owner shall remove, alter, interfere with, or fail to maintain any noise control feature and vibration attenuating measures which have been incorporated into any dwelling constructed within the Plan of Subdivision since there are operating railways and there may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors may expand its operations, which expansion may affect the living environment of the residents in the vicinity.

(j) Sound Barriers

If applicable, no owner shall remove, alter, interfere with, or fail to maintain a sound barrier.

(k) Catchbasins and Drainage

No owner shall remove, alter, interfere with, or fail to maintain any catch basin located on a lot for drainage purposes. No owner shall alter grading of a lot or block in any way so as to adversely affect the drainage pattern of the surrounding lots or blocks.

Where the owner alters drainage, no owner shall attempt to prevent or interfere with the Municipality's right to enter the lot or block to correct the grading and to assign the costs of such work, including an administrative fee, to the owner.

(l) Obstructions on Public Highway

If applicable, no owner shall place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, no driveway curb or pillar may be placed within a public highway or within the lands laid out in the Plan of Subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

(m) Designated Heritage Property

If applicable, no owner shall undertake any proposed additions or alterations to an existing building/structure which shall be subject to review and approval of plans by the Municipality in accordance with the provisions of the heritage easement agreement and designation of the property pursuant to Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 (the "Ontario Heritage Act").

(n) Environmental Buffer Strip

If applicable, no owner of any lot or block shall construct any building or structure, including swimming pools, tennis courts, gazebos, sheds or accessory buildings of any kind, or remove any existing vegetation which is significant and healthy, or remove or replace fill within the environmental buffer zone which forms part of the rear yard of the lot or block as prescribed by the Municipality and as outlined within approved Plans.

(o) Retaining Walls

If applicable, no owner of any lot or block shall alter, interfere with or remove the retaining wall located along the side/rear lot line of the lot or block. The owner is responsible to maintain and to keep in a good state of repair any retaining wall, whether wholly or partly located on the lot or block. The owner of the lot or block is to further hold the Municipality and/or any other governmental agency harmless from any claims, suits, actions, or demands whatsoever which may arise from the construction of any retaining wall on the lot or block, or the repair or lack of maintenance of such.

(p) Additional Covenants

n/a

SCHEDULE "S"

NOTICES AND WARNING CLAUSES

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

S.1 Notices and Warning Clauses and Agreements of Purchase and Sale

The Owner covenants and agrees to include the notices and warning clauses set out in this Schedule which forms part of this Agreement into all agreements of purchase and sale entered into subsequent to the execution of this Agreement for all properties, land, buildings and structures constructed or situated on the lots and blocks.

S.2 Development Charges Notice

The Owner covenants and agrees to provide notice to the first purchaser of any lots or blocks in the Subdivision Plan, upon transfer of the lots or blocks, of all development charges related to the Subdivision Plan, including development charges already paid by the Owner or development charges that may be payable in the future.

S.3 Noise - Highways

If applicable, Owners are advised that despite the inclusion of noise control features as part of the development of the Plan of Subdivision and within individual building units, noise levels from nearby streets or highways may exist and be of concern, and may interfere with some activities of the dwelling occupants as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment.

S.4 Noise - Air Conditioning

Owners are advised that the dwelling unit located on this lot has been equipped with a central air conditioning system with an air-cooled condensing unit and that noise levels may occasionally interfere with some activities of the occupants.

Owners are also advised that the outdoor air-cooled condenser unit itself can produce noise which may interfere with outdoor recreational activities.

S.5 Sound Barriers

If applicable, Owners are advised that a sound barrier is located inside the lot within the side and/or rear yard of this lot and that the said sound barrier shall not be altered or removed. It shall be the obligation of the Owner of the lot to maintain and keep in repair that portion of the sound barrier situated on the lot to the satisfaction of the Municipality.

S.6 Noise – Other Uses

Owners are advised that noise levels from adjacent or nearby lands uses may occur and be of concern, and may periodically cause nuisance effects or may interfere with some activities of the dwelling occupants.

S.7 Odours

Owners are advised that existing agricultural operations are located on lands adjacent to the lands within this plan of subdivision and that such agricultural operations may give rise to odours and may cause a nuisance to occupants of the dwelling.

S.8 School Development & Boards

That the Owner shall include in all offers of purchase and sales, a statement advising the prospective purchaser;

- a) That accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a “holding school”) or in schools within or outside of the community;

That the Owner shall agree to include in all Offer of Purchase of Sales a notice advising prospective purchasers that school buses may not enter the subdivision and that pick-up points will be at a location convenient to the Simcoe County Student Transportation Consortium.

- b) Pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to / accommodated in temporary facilities out of the neighborhood school’s area.

S.9 Postal Service

Owners are advised that door-to-door postal service will not be available within this plan of subdivision.

Owners are advised that a community super mail box or group mail box will be located within or nearby the Lands.

S.10 Fencing

Owners are advised that a fence is located along the side/rear lot line of [Lots 1,16-25, 53-61] and that the fencing shall not be altered or removed. Owners are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the fencing that is situated along the side/rear lot line.

Owners are advised that where a privacy fence is required to be located on a lot line that the fencing shall not be altered or removed. Owners are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the privacy fence that is located on the lot.

S.11 Catchbasins

Owners are advised that where a catchbasin and associated leads are required to be installed in the lot, that it will be the responsibility of the owner of the lot to maintain in a good state of repair the catchbasin and leads and to maintain them in a functioning capacity and free and clear of all obstructions. Owners acknowledge that the catchbasin is designed to accept drainage from the lot and adjacent lots and that the grading is not be altered in any way so as to adversely affect the drainage pattern of the surrounding lots. Where the Owner alters drainage, the Municipality shall have the right to enter the property to correct the grading and the costs of such work, including an administrative fee, shall be billed to the Owner and may, if not paid, be recovered in a like manner as taxes.

S.12 Right of Entry

Owners are advised that various provisions of the subdivision agreement provide that the Municipality shall be entitled to enter onto the lands within the plan of subdivision in order to carry out various inspections, repairs and maintenance activities at any time and without advance notice.

S.13 Obstructions on Public Highway

Owners are advised that they are not permitted to place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a public highway or within the lands laid out in the plan of subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway. Without limiting the generality of the foregoing, purchasers are advised that no driveway curb or pillar may be placed within a public highway or within the lands laid out in the plan of subdivision for a public highway, whether or not such lands actually contain a paved portion of a public highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

S.14 Grading and Landscaping

Owners are advised that approved lot grading plans may specify the location and species of trees which shall be required to be maintained on the lot.

Owners are advised that no fences, trees and other landscaping features may be installed on the lot, other than those approved by the Municipality, until a final lot grading certificate has been received by and approved by the Municipality in accordance with the requirements of the Subdivision Agreement.

Owners are advised that the Municipality has reserved the right to amend the provisions and details of the lot grading plans filed with the subdivision agreement and that such amendments may result in alterations to features in plans or the additions of other features, including, but not limited to, retaining walls. Owners are advised to consult with the Municipality to ascertain the particulars of any amended grading plans for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with the subdivision agreement.

S.15 Designated Heritage Property

If applicable, Owners are advised that any lot or block that is designated property pursuant to Part IV of the *Ontario Heritage Act*, and is subject to a registered/unregistered heritage easement agreement with the Municipality. The existing building/structure on the land is protected as a building/structure having historic or architectural value and significance. Any proposed additions or alterations to the existing building/structure shall be subject to review and approval of plans by the Municipality in accordance with the provisions of the heritage easement agreement.

S.16 Other

n/a

SCHEDULE "T"

DEVELOPMENT CHARGES AND SERVICE CONNECTION FEES

(insert this schedule if development charges apply: note if no dc's apply then connection fees must be incorporated in Schedule "F")

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

T.1 Local Services and Local Connection Charges

The Owner acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a "development charge") are characterized as:

- (a) local services installed or provided at the expense of the Owner related to or within the Plan of Subdivision as a condition of approval under the Planning Act;
- (b) connections to water and sewer facilities installed at the expense of the Owner; or
- (c) services denoted on Approved Plans or specifically noted in the Agreement for which the Owner is making no claim for credits from the development charge by-law,

and are not charges related to development within the meaning of the *Development Charges Act, 1997, S.O. 1997, c.27, (the "Development Charges Act")* as may be amended from time to time.

T.2 Development Charges and Connection Fees to be Paid

The Owner, as a capital contribution towards other Municipal services, will pay, in addition to all other monies required to be paid by the Owner under this Agreement, to the Municipality and any other applicable agency having a Development Charge, the Development Charges and Connection Fees in effect at the time of Building Permit Application. The total amount of each Development Charge and Connection Fee shall be paid prior to the issuance of each Building Permit.

The Owner further understands and agrees that the Development Charge is subject to review and update by the Municipality and other agencies and that this fee may also be adjusted by the Municipality or other agencies following each review including automatic inflationary increases. In the event that the Development Charge is adjusted by the Municipality, then the adjusted cost shall apply.

The Owner shall pay any applicable Development Charges to the Municipality at the time of issuance of a Building Permit for each lot or block developed on the Land.

T.3 Development Charge Credits

The Owner hereby releases and forever discharges the Municipality from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Owner hereby waives all such claims for credits except for the credits that may be specified in this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Owner.

T.4 Recovery and Reimbursement Payments (Where Costs Front-ended by Municipality)

The Owner acknowledges that certain works, services and facilities associated with improvements being made to Mowat Street, which directly benefit the Lands and without which the Plan of Subdivision would not have been allowed to develop, were constructed, installed, paid for or otherwise provided by the Municipality prior to the final approval and registration of this Plan of Subdivision. The Owner further acknowledges that the Municipality is entitled to recover the costs of such works, services and facilities from future benefiting owners. The Owner therefore covenants and agrees to reimburse the Municipality for its actual costs including administrative and legal costs in an amount not to exceed the sum of \$ 30,000.00 inclusive of HST. The Municipality will provide the Owner with details of the actual cost incurred including all documentation reasonably required in support of such reimbursement.

T.5 Owner Front-Ending Works

A portion of the services to be constructed in association with the development of the Plan of Subdivision have been identified within the Municipality's Development Charge By-law as being part of the Development Charge service component. The Owner acknowledges that the Municipality lacks the financial ability to provide this service at this time. The Owner has requested permission from the Municipality to provide the service in lieu of the payment of a portion of a Development Charge pursuant to Section 38 of the *Development Charges Act*.

The Owner acknowledges and agrees that the Municipality has an unfettered discretion to refuse permission for the installation of services pursuant to Section 38 of the *Development Charges Act*.

The Owner acknowledges and agrees that for the Municipality to provide such service at this time would be premature and that the proposed development would fail to conform to the requirements of the *Planning Act* as it would be premature and not in the public interest for such service to be provided in accordance with the Owner's schedule.

The Owner acknowledges and agrees that, but for this provision, the proposed development would be considered premature and that the Municipality would otherwise withhold its permission to allow the Owner to provide such service. In order to advance the timing of the provision of the required services, the Owner is prepared to enter into the Agreement herein and assign its rights to such credit permissible under the *Development Charges Act*. This provision constitutes an Agreement in writing by the party entitled to the credit pursuant to the *Development Charges Act*.

The Owner acknowledges that the Municipality will not recover 100% of the cost of provision of such services through the Municipality's Development Charges By-law. The Owner, therefore, hereby assigns to the Municipality that portion of the credit which the Municipality is unable to recover, and to which the Owner would otherwise be entitled (hereinafter called the "non-recoverable credits"). The Owner acknowledges and agrees that the non-recoverable credits assigned to the Municipality may vary in accordance with the applicable legislation and by-law applicable from time to time.

The Owner acknowledges and agrees that by assigning such non-recoverable credits aforesaid that it relinquishes any claim it may have for total recovery of the reasonable cost to the Owner of providing the service.

The Owner acknowledges and agrees that any entitlement to any recoverable credits shall be limited to the component of the service within the development charge and shall be provided as a reduction of that component of development charges otherwise payable.

The Owner warrants the Owner has not assigned or encumbered any right to any credit under the *Development Charges Act* and acknowledges that this Agreement regarding the assignment of non-recoverable credits and the registration hereof constitutes notice of the assignment to the Municipality contained herein.

The law of contract applies to this assignment of non-recoverable credits and the parties are entitled to all remedies arising therefrom.

The parties specifically agree that adequate consideration has flowed from each party to the other with respect to the assignment herein granted and that generally, the provisions of this assignment Agreement given for the benefit of each party are not severable. The Owner acknowledges and agrees that it shall not take the benefit of this assignment and allege entitlement to any greater credit than set out herein.

The Owner acknowledges that it is under no economic duress or other form of duress in entering into this Agreement and understands that if it failed to accept the Municipality's position with respect to the issue of prematurity, public interest or otherwise that it had rights of appeal to the Ontario Municipal Board pursuant to the *Planning Act*.

The Owner agrees that it will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and enforce this assignment Agreement. This provision may be pleaded by the Municipality in any action or proceeding as an estoppel of any denial of such right.

SCHEDULE "U"**ONTARIO LAND SURVEYOR'S CERTIFICATE**

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.



RODNEY GEYER
Ontario Land Surveyor Inc.

Legal, Construction, Subdivisions, Condominiums
 (records of: J. Stel, O.L.S., Stel & Geyer Professional Land Surveyors Inc. and
 David Pesce Surveying, D.J. Cullen O.L.S. (Simcoe County & York Region))

SCHEDULE "U"

Ontario Land Surveyor's Certificate

Note: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

Surveyor's Certificate

Nottawasaga Station
Phase 1
Township of Clearview
County of Simcoe

I hereby certify that the areas and frontages of all the Lots and Blocks on the above noted Plan of Subdivision comply with the requirements of Zoning By-law 06-54.

Dated as of the 10th day of September, 2019.

 Rodney H. Geyer
 Rodney Geyer Ontario Land Surveyor Inc.



RODNEY GEYER
Ontario Land Surveyor Inc.

Legal, Construction, Subdivisions, Condominiums
 (records of: J. Stel, O.L.S., Stel & Geyer Professional Land Surveyors Inc. and
 David Pesce Surveying, D.J. Cullen O.L.S. (Simcoe County & York Region))

September 10, 2019

Joseph Mirabella
 MacPherson Builders

**Re: Nottawasaga Station
 Phase 1
 Township of Clearview
 County of Simcoe**

Below are the frontages and areas for the proposed parcels as shown on our preliminary Plan of Subdivision.

LOT/BLOCK	FRONTAGE AT 6.0m SETBACK	AREA (m2)
1	13.61	532.54
2	13.61	555.75
3	13.61	578.97
4	13.61	602.18
5	13.61	625.40
6	13.61	648.61
7	13.61	671.83
8	19.24	852.31
9	18.35	638.21
10	13.50	472.49
11	13.50	472.49
12	13.50	472.49
13	13.50	472.49
14	13.50	472.49
15	13.50	472.49
16	13.50	472.49
17	13.50	472.49
18	13.61	632.65
19	14.12	680.40
20	15.16	708.42
21	13.54	471.42
22	13.50	405.00
23	13.50	405.00

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Hastings Highlands & Area Consulting Office: Gen. Del., Maple Leaf, Ontario K0L 2R0; 613-334-8740
www.geyersurveys.com



RODNEY GEYER
Ontario Land Surveyor Inc.

Legal, Construction, Subdivisions, Condominiums
(records of: J. Stel, O.L.S., Stel & Geyer Professional Land Surveyors Inc. and
David Pesce Surveying, D.J. Cullen O.L.S. (Simcoe County & York Region))

24	13.50	405.00
25	18.20	541.63
26	18.22	632.68
27	15.00	524.70
28	13.50	472.23
29	13.50	472.23
30	13.50	472.23
31	13.50	472.23
32	13.50	472.23
33	13.50	472.23
34	18.315	636.04
35	18.27	635.72
36	13.50	472.64
37	13.50	472.64
38	13.50	472.64
39	13.50	472.64
40	13.50	472.64
41	13.50	472.64
42	15.00	525.15
43	18.22	633.48
44	18.22	542.12
45	15.00	405.01
46	13.50	405.01
47	13.50	405.01
48	13.50	405.01
49	13.50	405.01
50	13.50	405.01
51	13.50	405.01
52	18.24	542.60
53	15.50	465.00
54	15.50	465.00
55	15.50	465.00
56	15.50	465.00
57	18.24	542.86
58	15.24	457.20
59	15.24	457.20
60	15.24	457.20
61	15.20	457.20
62	18.76	525.68
63	13.50	406.74
64	13.50	407.49

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65	13.50	408.21
66	13.50	408.94
67	13.50	409.63
68	13.50	410.32
69	13.50	411.05
70	13.50	411.77
71	13.50	412.49
72	13.50	413.22
73		1744.89
74	18.00	540.00
75		3217.83
76		17502.78
77		1501.57
78		25288.24
79		40.89
80		2.43
81		1056.64
82		62.62
83		526.35
Prescott Dr.		
Breton St.		
Springfield Cr.		
Junction Rd.		

Should you have any questions, please do not hesitate to contact our office.

Regards,

Rodney H. Geyer, OLS

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SCHEDULE "V"**UPPER-TIER AND MINISTRY OF TRANSPORTATION
APPROVAL CONDITIONS**

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

Blocks 81 and 82 (dedicated on the Plan) shall be dedicated to the Province of Ontario (MTO) for road widening purposes, free and clear of all encumbrances. Block 79 & 80 shall be conveyed to the Province of Ontario (MTO) as reserves, free and clear of all encumbrances.

SCHEDULE "W"

REASONABLE EFFORTS

NOTE: It is understood and agreed that this Schedule forms part of the Agreement to which it is appended.

If requested in writing by the Owner to do so, the Municipality shall use its reasonable best efforts to ensure that any person benefiting from the carrying out of the Owner's obligations under this Agreement will pay their fair share of the cost of providing such benefit to the Municipality as soon as possible, but not later than the date that such benefiting person makes application for a building permit or any planning application and to forthwith remit any moneys so collected, less the Municipality's reasonable costs for collecting same, to the Owner. The Municipality shall comply with the provisions of this section only if it can legally do so and does not warrant that any payment can be lawfully made to the Owner. The Municipality shall not be liable for any damage should, through oversight, negligence or any other reason, it fail to collect or remit such payment. The Municipality shall not be required to institute any judicial or administrative proceedings to impose the conditions referred to in this paragraph nor be required to defend any judicial or administrative proceedings that are brought against it by any benefiting person arising out of the imposition of this paragraph unless the Owner has entered into a further agreement with the Municipality in a form satisfactory to the Municipality's solicitor dealing with the institution of or defense of such proceedings. Such agreement, among other things, shall require the Owner to pay to the Municipality an amount to be determined by the Municipality's solicitor as security for all costs and damages which the Municipality may incur in the institution or defense of such proceedings. This reasonable-best-efforts obligation shall terminate ten (10) years from the date of execution of this Agreement unless extended at the request of the Owner and confirmed in writing by the Municipality.

The Owner shall provide the Municipality with such data and invoices as are reasonably required to enable the Municipality to verify all items comprising the benefiting person's fair share which are not within the Municipality's direct knowledge.

For greater certainty and without limiting the generality of the foregoing, the Owner and Municipality agree that the following properties, if developed in the future, would benefit, and that the Owner would be entitled to recover costs pursuant to the reasonable efforts provisions:

1. 7082 Highway 26, Clearview presently described in the Parcel Register and identified by PIN 58238-0049
2. The property presently described in the Parcel Register and identified by PIN58238-0054