



SUBDIVISION AGREEMENT

Flato Subdivision Agreement July 5th, 2023

DRAFT



SUBDIVISION AGREEMENT

BETWEEN:

FLATO DUNDALK MEADOWS INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

INDEX

ARTICLE 1- INTERPRETATION

1.1 Definitions

ARTICLE 2- SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

- 2.1 Legal description
- 2.2 Implementation of Draft Plan Conditions
- 2.3 Changes to Draft Plan
- 2.4 Clearance of conditions with respect to Phase to be registered
- 2.5 Requirements prior to commencement of work
- 2.6 Delivery of Registered M-Plan

ARTICLE 3- SPECIAL PROVISIONS

3.1 Exceptions

ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE

- 4.1 Lands to be conveyed for public purposes
- 4.2 Easements to be conveyed for public purposes
- 4.3 Payments to be made to Township
- 4.4 Form of Easement

ARTICLE 5- CONSTRUCTION OF SERVICES

- 5.1 Services to be provided
- 5.2 Developer's engineers
- 5.3 As-recorded drawings
- 5.4 Additional Works
- 5.5 Installation, supervision and inspection
- 5.6 Work completed by Township
- 5.7 Permitted charges
- 5.8 Draw on Security
- 5.9 Street names and required signage
- 5.10 Winter road maintenance
- 5.11 Repair and maintenance of services
- 5.12 Guarantee period
- 5.13 Notice that services not assumed
- 5.14 Stages of construction
- 5.15 Sanitary Flow monitoring

ARTICLE 6- PHASING

- 6.1 Agreement to apply to all phases
- 6.2 Agreement to be Registered
- 6.3 Reserve allocations
- 6.4 Phasing plan
- 6.5 Phase configuration
- 6.6 Conditions to Phasing Plan
- 6.7 Modification of Phasing Plan
- 6.8 Commencement of Phase

ARTICLE 7- DRAINAGE

- 7.1 Overall grading plan
- 7.2 Rough-grading, stockpiles and weed-free maintenance
- 7.3 Individual Lots Plans for building lots
- 7.4 Certification of grading

ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES

- 8.1 Preliminary Acceptance
- 8.2 Final Acceptance
- 8.3 Acceptance during winter months
- 8.4 Use of Service before Final Acceptance
- 8.5 Ownership of services

ARTICLE 9-DEADLINE FOR COMPLETION OF SERVICES

- 9.1 Two-year deadline

ARTICLE 10- FINANCIAL ASSURANCES

- 10.1 Type and amount of security

- 10.2 Valuation of services
- 10.3 Reduction of security
- 10.4 Authority to draw upon security
- 10.5 Security in addition to other securities
- 10.6 Failure to provide additional security
- 10.7 Draw on Default

ARTICLE 11- INDEMNIFICATION AND LIABILITY INSURANCE

- 11.1 Indemnity
- 11.2 Marketing Prior to Allocation(s)
- 11.3 Liability insurance
- 11.4 Notice of cancellation
- 11.5 Blasting
- 11.6 Developer responsible
- 11.7 Failure to maintain Insurance
- 11.8 Evidence of Insurance

ARTICLE 12- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING

- 12.1 Construction liens
- 12.2 Control of dust and other nuisances
- 12.3 Construction Refuse and Debris
- 12.4 Construction traffic
- 12.5 Storage of construction materials
- 12.6 Sewer Use By-law
- 12.7 Payment of Township's costs
- 12.8 Penalty and interest on late payments
- 12.9 Fill importation requirements

ARTICLE 13- DRIVEWAY LOCATIONS, MAILBOXES, AND ROADS

- 13.1 Timing of driveway cuts
- 13.2 Approval of driveway locations
- 13.3 Driveway standards
- 13.4 Cost of driveways
- 13.5 Canada Post
- 13.6 Roads

ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS

- 14.1 Amount of and reasons for deposit
- 14.2 Use of deposit monies
- 14.3 Increases to deposits
- 14.4 Cash or Letter of Credit

ARTICLE 15- BUILDING PERMIT REQUIREMENTS

- 15.1 Permits not assured
- 15.2 Prerequisites for permits
- 15.3 Refusal to issue permit if Developer in default

ARTICLE 16- OCCUPANCY REQUIREMENTS

- 16.1 Compliance with Ontario Building Code
- 16.2 Enforcement of occupancy permit requirement

ARTICLE 17 – BUILDING CONSTRUCTION

- 17.1 Ontario New Home Warranty
- 17.2 Design and Siting
- 17.3 Numbering of Lots
- 17.4 Construction
- 17.5 Site Control
- 17.6 Condition of Road Allowances

ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE

- 18.1 Covenants on title

ARTICLE 19- LAPSING OF AGREEMENT

- 19.1 Two-year deadline to commence work
- 19.2 Servicing allocation deadline to use

ARTICLE 20 –STOP WORK ORDERS

- 20.1 Stop Work orders
- 20.2 Timing
- 20.3 Breach
- 20.4 Rectification
- 20.5 Restricted application

ARTICLE 21- BREACHES OF AGREEMENT

- 21.1 Breaches defined
- 21.2 Injunctive relief

ARTICLE 22- ARBITRATION

- 22.1 Disputes to be arbitrated
- 22.2 Rules of Arbitration
- 22.3 Exclusion of provisions of Arbitration Act

ARTICLE 23 - GENERAL PROVISIONS

- 23.1 Registration of Agreement
- 23.2 License to enter
- 23.3 Notices
- 23.4 Number and Gender
- 23.5 Headings and Index
- 23.6 Waiver
- 23.7 No assignment without consent
- 23.8 Severability
- 23.9 Developer's acceptance of Agreement
- 23.10 Encumbrancer's consent
- 23.11 Certification of completion of Agreement requirements
- 23.12 Certificates of Compliance
- 23.13 Counterparts and electronic transmission
- 23.14 Interpretation
- 23.15 Minor Amendments
- 23.16 Enurement

SCHEDULE "A"	-	Legal Description of the Lands
SCHEDULE "B"	-	Conditions of Draft Plan Approval
SCHEDULE "C"	-	Variations/Exceptions from Standard Provisions of Agreement
SCHEDULE "D"	-	Lands to be Conveyed to Township and Hydro
SCHEDULE "E"	-	Easements to be Conveyed to Township or MTO
SCHEDULE "E-1"	--	Form of Agreement Dealing with Easements
SCHEDULE "F"	-	Payments to be made to Township
SCHEDULE "G"	-	Municipal Services to be provided by Developer
SCHEDULE "H"	-	Covenants and Restrictions
SCHEDULE "I"	-	List of Approved Plans
SCHEDULE "J"	-	Phasing Plan
SCHEDULE "K"	-	Phased M-Plan
FORM 1		Grading Certificate
FORM 2		Form of Letter of Credit

DRAFT



SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made in quadruplicate this 5th day of July, 2023, pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

BETWEEN:

FLATO DUNDALK MEADOWS INC.
(hereinafter called the "Developer")

PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter called the "Township")

PARTY OF THE THIRD PART

WHEREAS:

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* (referred to herein as the "Development") which the Developer proposes to service and develop in phases;
- B. The Township requires the Developer to enter into a written subdivision agreement with respect to the Lands;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada and other good and valuable consideration, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:

“Agreement” means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

“Approved Plans” means all design information submitted to the Township as part of the subdivision approval process including drawing, plans, reports and supporting information including addenda and subsequent revisions, which includes all of those listed in Schedule “I” as amended.

“County” means the Corporation of the County of Grey.

“Draft Plan” means the plan of subdivision identified on Schedule “K” approved by the County of Grey, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

“Lands” means the lands described in Schedule “A” attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop and phases.

“Phase” means any areas within the Draft Plan of Subdivision which is intended to be registered separately from the remainder of the Lands.

“Township Council” means the elected members of the municipal council of the Township of Southgate.

“Township Engineer” means the consulting engineering firm retained by the Township for review and approval of the subdivision.

“Municipal Planner” means the consulting planning firm retained by the Township to assist with all planning matters relating to the subdivision.

“MTO” means the Ontario Ministry of Transportation.

ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

2.1 Legal description

The Development consists of those parts of the Lands described in Schedule “A” attached hereto.

2.2 Implementation of Draft Plan Conditions

The Developer covenants with the Township that the Lands shall be developed in accordance with the conditions of draft plan approval, a copy of which is attached as Schedule “B”.

2.3 Changes to Draft Plan

Minor changes to the Draft Plan, acceptable to the Township's Municipal Planner and not affecting the number of lots or blocks, may be permitted without an amendment to this Agreement at the sole discretion of the Township. Any other changes require an amendment to this Agreement.

2.4 Clearance of Conditions with Respect to Plan to be Registered

Before the Township informs the County that its requirements prior to registering the plan of subdivision [the "M-Plan"] have been met, the Developer shall:

- i) reimburse the Township for all costs and expenses, including administrative expenses as defined herein, incurred by the Township in respect of the subdivision proposed for the Lands;
- ii) pay any fees required by the Township's Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Township the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 10, 11, and 12.7;
- v) Deliver executed draft transfers of all lands described in Schedule "D" and of all easements and of all Lots and Blocks required by the Township, enumerated on Schedule "E", free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Township Solicitor to insert such date and plan number when the plan is registered and to register such transfers at the Developer's expense.
- vi) Ensure that all final plans and specifications required by the Township for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Township Engineer. The examination of the plans and specifications by the Township and Township Engineer shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- vii) Deposit with the Township written confirmation that is satisfactory to the Township, in its sole and unfettered discretion, that the Developer has entered into an agreement or agreements with Hydro One (or other applicable provider of electrical services to the subdivision), which are satisfactory to the Township, and evidence that Enbridge, communication providers and any other suppliers of utilities which the Township deems necessary to properly develop the Subdivision, will service the Lands and that the plans for such utilities have been reviewed and accepted by the Township Engineer so that conflicts with required municipal services are avoided;

- viii) Provide an Engineer's Report to the satisfaction of the Township Engineer, the Grand River Conservation Authority (herein called "GRCA"), and where applicable, the Ministry of Natural Resources and Forestry, and the Ministry of Environment and Climate Change, stating the means whereby storm water from the development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Township the necessary easements and agreements, as set out in clause v) above. The Developer shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Township and the GRCA;
- ix) Obtain from the Township Council confirmation that adequate water supply and capacity in the sewage collection/treatment system is available to accommodate the proposed development on the applicable phase of the Lands, same to be confirmed by way of a by-law prepared and passed by Township Council;
- x) Provide written evidence to the Township from all relevant commenting agencies that each has been provided with a copy of this Agreement and are satisfied with its terms, such evidence to be satisfactory to the Township in its sole discretion;
- xi) Obtain written confirmation from the Municipal Planner that all conditions of Draft Plan approval have been satisfied;
- xii) Obtain confirmation from the Municipal Planner that any required zoning amendment is in force with no appeal taken or all levels of appeal exhausted; and
- xiii) Enter into an agreement with the Township regarding the financing of off-site services, if required; and
- xiv) Enter into the Township's Final Capacity Allocation Agreement.

2.5 Prior to starting construction of services within any part of the M-Plan the Developer shall:

- i) Notify the Township at least fifteen (15) days before the commencement of construction and provide the Township with all information and material required by the Township;
- ii) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- iii) Erect signs as required by this Agreement, a School Board or other public agency and as required by conditions of Draft Plan approval;
- iv) Prepare and submit and have approved by the Township a Schedule of Progress and Completion which shall set out how the construction of the services and

utilities will be scheduled to be completed within the two (2) years contemplated by Article 9; and

- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township and/or Township Engineer, as applicable.

2.6 Delivery of Registered Plans

Upon registration of the M-Plan the Developer shall forthwith deliver to the Township five (5) copies of the plan of subdivision (for the applicable Phase) and a digitized copy of such plan in a computerized format which is compatible with the most current Autocad “.dwg” file, or in a format approved by the Township’s Municipal Planner.

ARTICLE 3- SPECIAL PROVISIONS

3.1 Exceptions

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule “C”.

ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE

4.1 Lands to be Conveyed for Public Purposes

The Developer shall convey to the Township the lands described more fully in Schedule "D" so that the Township acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

Unless specifically waived in writing by the Township Engineer, the Developer shall provide a Record of Site Condition (as per the *Environmental Protection Act*, and its regulations) with respect to the lands being conveyed to the Township.

4.2 Easements to be Conveyed for Public Purposes

The Developer shall convey to the Township an easement or easements, affecting part of the Lands as described in Schedule “E, for the purpose set out therein. The Developer shall provide evidence in writing to the Township, which is satisfactory to the Township, that easements have been conveyed as required by other utility companies for hydro, communications, natural gas or similar services.

4.3 Payments to be made to Township

The Developer shall make payments to the Township in the amounts and at the times specified on Schedule “F”.

4.4 Form of Easement

Save and except utilities easements, all permanent easements transferred to the Township shall allow the Township to enter, construct, maintain and repair drainage swales, pipes for water, sewers and conduits for any municipal services. The Township shall restore the surface and make good any damage it does whenever it enters under the easement. The form of the easement document shall be in the form set out in Schedule "E-1"

ARTICLE 5 - CONSTRUCTION OF SERVICES

5.1 Service to be Provided

The Developer, at the Developer's sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule "G" attached hereto.

5.2 Developer's Engineers

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Township. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the prior written approval of the Township Engineer.

5.3 As-Recorded Drawings

The Developer shall cause its engineers to deliver to each of the Township Engineer, the Township's Municipal Planner, and the Public Works Manager one complete set of as-recorded drawings and an electronic copy in a computerized format which is compatible with the most current Autocad ".dwg" file of same upon completion showing each of the said services as constructed. As-recorded drawings are to be to the satisfaction of the Township Engineer.

5.4 Additional Works

- (i) If additional works and services are required for the proper servicing of the plan of subdivision, and the existing plans and specifications are insufficient to satisfy the Township's servicing requirements, the Developer shall prepare, at its expense, all additional plans and specifications, planning reports, surveys, contracts and other special information that may be required by the Township, (the "additional plans"), for the additional works and services.
- (ii) The Township's servicing standards shall be considered minimum specifications for the additional plans. The Township neither warrants nor makes any claims as to the sufficiency of such standards. It is the sole responsibility of the Developer and its engineers to provide adequate additional plans for such additional work and services. The said servicing standards, and other municipal specifications

applicable to the plan of subdivision, shall be those in effect on the date of execution of this agreement.

- (iii) All additional plans that may be required by the Township shall be submitted to the Township for review. The examination of the plans and the additional plans by the Township and Township Engineer shall not constitute an acceptance by the Township of the correctness or adequacy of the said plans.
- (iv) Review of the plans by the Township and Township Engineer shall not be taken as limiting the requirement that the Developer provide satisfactory engineering plans and specifications in accordance with good engineering practice. If, during actual construction/installation, it is discovered that the property is not being properly serviced because of inadequacies in the plans, additional plans and/or reports or because of conditions on the property not taken into account when preparing the plans, additional plans and/or reports, the Developer shall cause the plans and/or additional plans to be revised and shall do the work required by such revised plans and/or additional plans to properly service the plan of subdivision at the Developer's expense.

5.5 Installation, Supervision and Inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Township Engineer, who, acting reasonably, shall be empowered to:

- (i) Require the developer to conduct such test of materials, methods and workmanship as they may determine including, but not limited to, the use of close circuit television cameras for inspection of underground services prior to Preliminary Acceptance of Stages 1 and 2 services, prior to placement of surface asphalt and prior to Final Acceptance of all the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision the expense of such technical consultants, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

The Developer shall correct any deficiencies noted by the Township Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Township Engineer in accordance with this Agreement then the Township may give thirty (30) days written notice of the default by prepaid registered mail to the Developer at the address provided in Article 23.3; thereafter the Township may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Township upon demand and the Township may draw upon the security provided pursuant to this Agreement pay for all such costs and fees.

5.6 If the Township elects to do any of the required work and supply any of the required material pursuant to section 5.5, it may do so by either:

- (i) employing an independent contractor, or
- (ii) doing such work and supplying such material itself using its own equipment and employees.

5.7 If the Township does the work itself pursuant to section 5.5, it shall be entitled to charge:

- (i) its labour cost at its actual cost plus ten (10%) percent,
- (ii) its equipment costs
- (iii) its cost of acquisition of material at its cost (including transportation) plus ten (10%) percent.

5.8 Subject to the preceding paragraph, if the Township does the work itself it shall be reimbursed for any work done and material supplied following delivery of invoice to the Developer as per section 5.5. For this purpose, it may realize upon the security deposited in accordance with this agreement. If the Township employs an independent contractor to do the necessary work and to supply the required material it may realize upon the security deposited in accordance with this agreement to pay such independent contractor. If, in doing the work pursuant this Agreement, the security is not sufficient to reimburse the Township for such work done and material supplied, the Developer shall pay the balance to the Township within thirty (30) days after demand has been made for it. If the Developer fails to pay the balance within thirty (30) days after demand, such balance shall bear interest at the rate of interest charged by the bank at which the Township is doing business plus five (5%) percent, both before and after any judgment.

5.9 Street Names and Required Signage

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Township and the Developer shall at the Developer's cost be responsible for the placement of all street identification signs and all traffic control signs related to this development prior to Preliminary Acceptance of Stages I and II municipal services being issued.

5.10 Winter Road Maintenance

The Developer agrees and acknowledges that the Township may, but shall not be obliged to, provide winter maintenance of the roads and streets which have not yet been fully granted Final Acceptance by the Township. If the Township does provide winter maintenance prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of winter maintenance, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of winter maintenance. The Developer also agrees that with respect to such streets and roads, all manholes, valves, catchbasins and other obstructions shall be installed at grades so as to permit the Township proper vehicular access for said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agents of the Developer and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of said roads and streets. Any road maintenance provided

by the Township prior to Final Acceptance will be at the Developer's expense except as otherwise provided for in this Agreement.

5.11 Repair and Maintenance of Services

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Township has granted Final Acceptance with respect thereto. The Township shall have the right to undertake emergency repairs and maintenance of such services at the Developer's costs, but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

5.12 Guarantee Period

Each of the services required by Article 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Township grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Township or Hydro, as the case may be, upon the Township granting Final Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

5.13 Notice that Services not Assumed

Until Final Acceptance for all services has been granted, the Developer shall erect and maintain signs as approved by the Township at all entrance points to the subdivision indicating that the Township has not assumed responsibility for municipal services within the subdivision.

5.14 Stages of Construction for Services

The Developer acknowledges that the Township will only grant preliminary acceptance, on the basis of four distinct stages of construction and where the subdivision development is phased, within the whole of each phase as approved by the Township. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
 - a) all storm and sanitary sewers/forcemain;
 - b) watermain;
 - c) conduits or pipes for electrical services;
 - d) all other conduits for utilities such as gas, telephone and cable TV under roadways and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot; and
 - e) storm water management facilities including fencing.
 - f) sewage pumping station on Block 151

- (ii) Stage II services include all works up to and including
 - a) curbs;
 - b) gutters;

- c) base asphalt;
 - d) placement of all required street signs and traffic control signs;
 - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at the entrance to the subdivision on Russell Street and Moody Street, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks/walkways, restricted parking zones, mailboxes, fencing including the type of fencing, school board disclaimer, zoning/land-use on adjacent properties and phases are to be delineated;
 - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision noted above stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and
- (iii) Stage III services involve the completion of the utility services which shall be completed prior to occupancy of any homes including:
- a) electrical distribution system to each residential lot;
 - b) street lighting energized,
 - c) natural gas to each residential lot;
 - d) communication services to each residential lot;
 - e) completion of parkland with grading, topsoil, approved vegetation including sod and/or seed; and
 - f) Installation of fencing required by the Township around storm management facilities or other identified hazards.
- (iv) Stage IV services include
- a) surface course of asphalt;
 - b) sidewalks/walkways;
 - c) boulevards;
 - d) completion of parkland fencing, and any other fencing required by the Township; and
 - e) all other services required by this Agreement.

Each stage may be undertaken as per the phasing of the development outlined in the Phasing Plan.

5.15 Sanitary Flow Monitoring

The Developer shall complete inflow/infiltration testing as per the Ontario Provincial Standard Specification (OPSS) during system construction under wet conditions (i.e. rain, high groundwater). Additional testing/monitoring may be required at the discretion of the Township prior to occupancy of the first residential unit. The testing results shall be provided to the Township for review and approval. All costs associated with the testing program shall be the Developer's sole responsibility.

5.16 Sewage Pumping Station Operation

The Developer shall be responsible for the construction, testing, commissioning, training of municipal operators, and operation of the sewage pumping station until such time that Final Acceptance is granted, as described in Section 8.2. If the Township does provide operation prior to Final Acceptance, where there is less than seventy-five percent (75%) occupancy by new homeowners of the residential units in this subdivision phase(s), the Developer will pay the costs of operation, and if greater than seventy-five percent (75%) occupancy, the Township will assume the burden of costs of operation

ARTICLE 6 - PHASING

6.1 Agreement to Apply to All Phases

Where the Lands are to be developed in Phases, each clause of this Subdivision Agreement shall apply mutatis mutandis to each phase. For greater certainty, the parties agree that the intent is that although this Agreement only pertains to the Phase as more particularly set out in Schedule K hereto, the terms of this Agreement shall form the basis for other phases of this particular subdivision, with changes, including changes to the Schedules, as are necessary and appropriate for the applicable phase to be developed.

6.2 Agreement to be Registered

This Agreement may be registered in Phases and shall be registered on the lands outlined by the M-Plan(s) attached hereto as Schedule "K".

6.3 Reserve Allocations

The Developer acknowledges that nothing in this Agreement obligates the Township to allocate water and/or sewage treatment capacity to a specific phase of the development nor does the Township warrant or represent that water and/or sewage treatment capacity will be allocated to the Developer for any Phase, including the Phase over those lands set out in Schedule K. The Developer shall hold Township harmless and releases the Township from all manners of claims, demands, or losses of any kind or manner which could arise from, directly or indirectly, the decision of the Township not to allocate water and/or sewage treatment capacity to it.

6.4 Phasing Plan

The Developer agrees to adhere within reason to the Phasing Plan subject to minor changes of a specific phase, as prepared and submitted by the Developer to the Township for approval in accordance with the requirements set out in this Agreement.

6.5 Phase Configuration

The Developer acknowledges that each development phase configuration shall be subject to the approval of the Township, and the Township may, specify based on its engineering requirements which servicing/works that must be completed as part of that phase(s). These servicing/works may require the completion of infrastructure work beyond any one

or more phases of development up to and including the completion of all works contemplated by this Agreement. These servicing/works must be completed prior to the issuance of any Building Permit for any lot within the subject phase.

6.6 Conditions to Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township prior to entering into this Agreement. Prior to proceeding with this phase, the Developer shall have addressed to the Township's satisfaction the following matters:

- a) sediment and erosion control;
- b) stockpiling and stripping plans including sequences, heights of stockpiles, revegetation and scheduling;
- c) drainage and storm water management works to be completed 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 such as turning circles, looping watermains, emergency access roads, fencing;
- g) the provision of phased securities; and,
- h) any other matter it may deem necessary to be addressed to ensure to its satisfaction that phasing of the subdivision can occur in a manner pursuant to this Agreement and will represent an appropriate sequencing of development and servicing of the Lands;

6.7 Modification of Phasing Plan

The Phasing Plan to be submitted by the Developer and approved by the Township and shall form part of this Agreement as an approved drawing and report in Schedule "J" to this Agreement. Where the Township 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 this executed Agreement in the offices of the Township without necessity of amending the registered Agreement, if required. The Township reserves the right to require additional servicing/works, or modifications to proposed infrastructure work, as it deems necessary based on its engineering requirement to accommodate a specific phase.

6.8 Commencement of Phase

Prior to commencement of construction of any phase:

- i) all applicable Securities and Development Charges shall be required to be provided/paid to the Township as per this Agreement,
- ii) the Township allocates, by by-law, the applicable number of units of sewage treatment and water capacity, which by-law may contain such conditions attached to the granting of the sewage treatment and water capacity as the Township may in its discretion impose;
- iii) any Holding Zone provision and/or Inhibiting Order is to be lifted or removed as applicable;
- iv) notifications as identified in this Agreement are undertaken; and
- v) other provisions as outlined in this Agreement or deemed necessary by the Township to be applicable to a phase, have been satisfied.

ARTICLE 7- DRAINAGE

7.1 Overall Grading Plan

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Township Engineer [the "Approved Grading Plan"]. A copy of the Approved Grading Plan shall be filed with the Township Engineer and the Township's Chief Building Official.

7.2 Rough-Grading, Stockpiles and Weed-Free Maintenance

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Township Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Township Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down weeds when required to do so by the Township until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Township may do so at the cost of the Developer.

7.3 Individual Lot Plans for Building Lots

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a lot plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations ("Individual Lot Plan") to confirm that the proposed building and resulting lot grading will conform with the Township's

servicing standards and the Approved Grading Plan referred to in Article 7.1; any variance between the information shown on the Individual Lot Plan and the Approved Grading Plan shall require the prior written approval of the Township Engineer.

7.4 Certification of Grading

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Township from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Township's servicing standards, the Individual Lot Plan referred to in Article 7.3, and the Approved Grading Plan referred to in Article 7.1 and that any variance from the plan has received the prior approval of the Township Engineer.

ARTICLE 8- ACCEPTANCE AND OWNERSHIP OF SERVICES

8.1 Preliminary Acceptance

Upon the satisfactory completion of each stage of servicing as identified in Article 5.14 and provided that:

- (i) the Township Engineer has given approval of the written certification to be provided to the Township by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Township.

Township may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.12.

8.2 Final Acceptance

Township Council may by resolution grant the Final Acceptance of all the applicable services identified in Article 5.12 at a date at least one year after the date of the Preliminary Acceptance of Stage IV referred to in Article 7.1 for such services, provided Developer has paid all monies payable by it to the Township, and the Township Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Township's solicitor

has been provided to confirm that all such monumentation has been located and, where necessary, replaced.

- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Township certifying that all applicable works and services have been completely installed in accordance with the approved plans and specifications and this Agreement; and,
- (v) has received hard copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan.

8.3 Acceptance During Winter Months

The Township may not issue Preliminary or Final Acceptance during the months of December, January, February or March in each year based on weather conditions or at any other time when inspection of services is impractical in the sole opinion of the Township.

8.4 Use of Service Before Final Acceptance

The Developer agrees that the Township shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Township employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Township of its powers under this Article shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Township to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to Article 8.2, the Developer shall maintain signs as referred to in clause (iii) of Article 2.5 at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township.

8.5 Ownership of Services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Township and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

ARTICLE 9- DEADLINE FOR COMPLETION OF SERVICES

9.1 Two-Year Deadline

The Developer shall complete the construction and installation of services described in Article 5.1 and the rough grading required by Article 7.2 within twenty-four (24) months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete such services or works.

ARTICLE 10- FINANCIAL ASSURANCES

10.1 Type and Amount of Security

Prior to commencing any work the Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank or credit union acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the "security"] to secure and guarantee to the Township due performance of the Developer's obligations, including, without limitation, those obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the municipal and engineering services and rough grading required by this Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

If a Pre-servicing Agreement has been entered into, the amount of securities required by this Agreement shall be as per Article 10.3 namely an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. The Developer's engineer shall determine the amount of the remaining work which shall be verified by the Township Engineer.

In order to guarantee site servicing and the due performance of its covenants for this Agreement, the Developer shall provide a current security financial report (Securities Reconciliation Report) for each project phase in the development, the Township's Engineer shall certify the amount of securities and the Township accept the required amount of securities for inclusion in Schedule "F" of this agreement.

Prior to registration of this Agreement and during the term of this Agreement, the Developer shall maintain a Letter of Credit ("Letter of Credit") or cash security in the amount of \$1,000,000.00. This irrevocable letter of credit will be maintained on a go forward basis to provide assurance for security for this agreement and future phases of the Developer's residential development projects. As new phases come forward for development and as infrastructure within each phase of the developments are completed, the amount of securities required will increase and decrease from time to time. If the aggregate amount of the total securities required to satisfy the Township's assurance of the Developer's due performance in this and other agreements increases above \$1,000,000.00 the Developer will provide the required security in the amount of \$100,000.00 increments to satisfy the Township requirements. Prior proceeding with subsequent phases/development, or any reduction in securities, the Developer's engineering consultant will provide a Securities Reconciliation Report (SRR) based on the work completed by the Developer and Developer's security in place with the Township. This SRR will provide a recommendation regarding adequacy of the current level of security and adjustment needed if applicable. The Township Engineer will review this report and provide a recommendation to the Township.

10.2 Valuation of Services

The value of the various services and rough grading for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved

by the Township Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs, contingencies and HST.

10.3 Reduction of Security

As work is completed and Preliminary Acceptance referred to in Article 8.1 is granted by the Township for any sections of the work, the security may be reduced to an amount equal to one hundred and fifteen (115%) percent of the cost of work remaining to be completed plus ten (10%) percent of the completed work costs, as estimated by the Developer's Engineers and verified by the Township Engineer. This security shall remain in place until Final Acceptance referred to in Article 8.2 is granted by the Township. In no case will the security required under this Section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in Article 8.2. Notwithstanding the foregoing, the amounts contemplated in this section 10.3 will be offset by the securities posted as per the Pre-Servicing Agreement and shall not be in addition and should be adjusted as per the conditions set out therein. Furthermore, and notwithstanding the foregoing, nothing in the Pre-Servicing Agreement shall restrict the Township from drawing upon the securities posted pursuant to this Agreement for the purposes so authorized herein.

10.4 Authority to Draw Upon Security

The Developer specifically authorizes the Treasurer of the Township to draw upon the security provided pursuant this Agreement and to use such monies to pay for any costs or expenses incurred by the Township including without limitation costs or expenses arising from damages or deficiencies caused by the Developer or the Developer's contractors or agents, successors or assigns, in connection with or relating to the development governed by this Agreement and/or to satisfy any financial obligation or other obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

10.5 Any security required by Hydro One or any other agency, shall be in addition to the security required by this agreement.

10.6 If the Township makes a demand for additional security or Letter of Credit pursuant to the provision of this Agreement, or if the Township has drawn upon the security or Letter of Credit pursuant to his Agreement, and the Developer has failed to deposit such additional security or Letter of Credit with the Township within fourteen (14) days or to replenish such security or Letter of Credit within (14) days, the Developer shall be deemed to be in breach of this agreement and the Township may issue a stop work order.

10.7 If in the sole opinion of the Township, there is a default under the terms of this Agreement the Letter of Credit or cash security may thereupon be drawn or cashed in whole or in part.

ARTICLE 11- INDEMNIFICATION AND LIABILITY

11.1 Indemnity

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Township and its servants and agents from all actions, causes of

action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township and its servants and agents may incur, be put to or have to pay, which may arise either directly or indirectly by reason of: any activity of the Developer, its employees, servants, agents, contractors, and subcontractors being negligent in executing the work under this Agreement; the installation of any works or services required under this Agreement; the failure of the Developer to complete the installation of the work required under this Agreement; because of or on account of the ownership, construction, use, existence, or maintenance of the property described in this Agreement; the exercise of the Developer's powers under this Agreement; or, the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Township and its servants and agents for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of the failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Lien Act, R.S.O. 1990 C. 30*. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to assumption.

11.2 Marketing Prior to Allocation(s)

If Developer markets or sells or enter into Agreements to sell such lots to home buyers, and if the Developer should do so with respect to individual lots prior to allocation of water and/or sewage capacity by the Township, among other remedies available to the Township, it will indemnify the Township from all demands, claims, losses, that may be asserted against the Township arising therefrom.

11.3 Liability Insurance

Prior to any construction of services or other work pursuant to this Agreement the Developer shall provide to the Township proof of the following policies of insurance:

- (i) Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from vibration, pile driving, the removal or weakening of support, shoring, and underpinning, or from any other activity or work that may be done in connection with the development of the subdivision. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include the Developer, the Township, the County, and each of their respective employees and agents as an additional insured;
- (ii) Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the development of the Subdivision

including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles. In the alternative, upon request by the Township, the Developer shall provide the Township with an indemnity in favour of the Township in the event of a breach or accident involving any vehicle for which it is directly or indirectly responsible on the site. The Developer acknowledges that it is responsible to obtain the necessary insurance to cover all construction-related vehicles entering and exiting the site and that proof of insurance will be provided upon request and to the satisfaction of the Township;

- (iii) Environmental pollution liability with the following: general aggregate: Two Million Dollars (\$2,000,000.00); per occurrence: Two Million Dollars (\$2,000,000.00); and, Deductible: One Hundred Thousand Dollars (\$100,000.00).
 - (iv) The insurance premium has been prepaid for a period of not less than one (1) year;
 - (v) The Developer shall also provide the Township satisfactory evidence of insurance coverage from the Developer's contractors that mirrors the requirements set out in paragraphs (i) to (iv) above prior to commencing the performance of any of the works or services and shall continue to do so until 24 months following assumption of the work.
 - (vi) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Township from the Insurance Company, or its agent, thirty (30) days in advance of the cancellation or expiry date.
- 11.4 If the insurer gives notice of cancellation, to the Developer, the Developer shall within thirty (30) days secure a new insurance policy and provide notice to the Township, failing which it will be deemed to be in breach of this Agreement.
- 11.5 The policy may contain an exclusion for blasting. Blasting shall not be undertaken without the written consent of the Township and without blasting insurance satisfactory to the Township. The giving of consent by the Township does not relieve the Developer from any liability for damage caused by such blasting
- 11.6 The issuance of a policy of insurance shall not be construed as relieving the Developer from responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.
- 11.7 Should the Developer fail to maintain the proper insurance coverage, the Township may draw on the security posted by the Developer to pay any and all costs required to replace or maintain the proper insurance coverage.
- 11.8 The Developer shall provide annually to the satisfaction of the Township's Treasurer a copy of the certificate of insurance required pursuant to this Agreement.

ARTICLE 12- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING

12.1 Construction Liens

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Lien Act*, as amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall if requested supply the Township with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

12.2 Control of Dust and Other Nuisances

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Township or other authority. The Township reserves the right to give written notice to the Developer to take remedial action if in the Township Engineer's opinion dust, dirt, mud or other nuisance from the development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, then, in addition to any other remedies available to it, the Township shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Township.

12.3 Construction Refuse and Debris

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or each subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to the satisfaction of the Township Engineer, the Township may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Township so to do, then, in addition to any other remedies available to it, the Township may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the security pursuant to Article 10 or from the Building Deposit held by the Township pursuant to Article 14.1, as the case may require.

12.4 Construction Traffic

The Developer shall co-ordinate all construction traffic associated with the development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Township Engineer with respect to site access.

12.5 Storage of Construction Materials

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

12.6 Sewer Use By-law

The Developer agrees that construction of all services and residences within the development contemplated by this Agreement shall adhere to the requirements of the Township's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Municipal Sanitary Sewer System.

12.7 Payment of Township's Costs

The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Township and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3rd) day after mailing. The Developer shall deposit with the Township the sum of Ten Thousand (\$10,000.00) Dollars as an administrative deposit ("Administrative Deposit") to ensure the prompt payment of the Township's costs under this Article.

12.8 Penalty and Interest on Late Payments

In the event the Developer fails to make any payments to the Township as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Township may make the payment from the Administrative Deposit referred to in Article 12.7. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Township shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by the Canadian Imperial Bank of Commerce (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Township shall have the option to withhold building permits for any parts of the Lands.

12.9 Fill Importation Requirements

If the Developer intends to import or export fill from, onto, or off of the subject site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol to address the following to the satisfaction of the Township:

- i) Report to the Township test results of soils, prior to the material being received by the Developer at the frequency recommended by the Developers' environmental consultant and not less than once per week and /or one test per four hundred (400) tonnes of material received;
- ii) Report to the Township that the actual test results of the soils being received by the Developer will be provided to the Township and in addition the Developer giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Township for comment prior to the material being placed on the Lands;
- iii) Inspection and management protocols of the operation to ensure that only tested material is being received; and
- iv) Incorporate a reference to the MECP documents dated January, 2014, titled "Management of Excess Soil – A Guide for Best Management Practices" and dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act".
- v) Should a Site Alteration Agreement be provided for the Lands, such an agreement supersedes this Section 12.9 to the extent that they are inconsistent.
- vi) Inspection and management in accordance with O. Reg. 406/19, titled "On-Site and Excess Soil Management".

ARTICLE 13- DRIVEWAY LOCATIONS, MAILBOXES AND ROADS

13.1 Timing of Driveway Cuts

No curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer shall be responsible for damage, if any, to the remaining curb.

13.2 Approval of Driveway Locations

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Township Engineer.

13.3 Driveway Standards

All driveway ramps shall be constructed in accordance with the Township's servicing standards and shall be paved from the traveled portion of the street allowance to the concrete sidewalks as part of the municipal services described in Schedule "G" attached hereto. Where no sidewalk is to be provided, such ramps shall be paved from the traveled portion of the street allowance to the front lot line.

13.4 Cost of Driveways

The Developer or its successors in title shall be solely responsible for the cost of driveway construction from the concrete sidewalk, where provided, to each front lot line as well as on each of the lots.

13.5 Canada Post

The Developer shall enter into an agreement with Canada Post with respect to the location of Canada Post pickup and delivery boxes. The Developer shall advise Canada Post to confirm the location of the mail boxes, and inform the Township Engineer, prior to undertaking any work.

The Developer shall provide the following for each Community Mailbox location:

- (i) an appropriately sized sidewalk section (concrete pad), as per municipal standards, to place the Community Mailboxes on;
- (ii) any required walkway across the boulevard, as per municipal standards; and,
- (iii) any required curb depressions and tactile plates for wheelchair access.

The Developer shall provide suitable temporary Community Mailbox locations which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox site locations to enable Canada Post to provide mail service to new residents as soon as possible as homes are occupied.

13.6 Roads

With respect to roads giving access to the roads in the plan of subdivision and with respect to roads being constructed, the Developer agrees:

- (i) that it shall maintain the roads giving access to the plan of subdivision in good condition (as determined by the Township, acting reasonably) and shall keep those roads free of any mud, dust, debris or obstructions. In particular, the Developer is responsible to take such action it deems necessary to resolve any disputes which may arise with the persons or companies responsible for the maintenance of unassumed roads. The Township may request a release from the persons or companies responsible for the maintenance of those unassumed roads indicating that they have no claim against the Township for damage to the unassumed road. If a release is requested, the Township will not grant final acceptance as contemplated by this agreement until that release is provided. Any such releases shall be in a form acceptable to the Township;

- (ii) that it shall keep all roads within the plan of subdivision in good repair;
- (iii) that once the roads within the plan of subdivision are constructed it shall take all steps necessary to ensure that they are kept reasonably free of mud, dust and debris;
- (iv) that it shall take all necessary steps:
 - (a) to ensure that the travelled portion of all roads are kept clear of obstruction;
 - (b) to ensure that the travelled portion of the roads are not used as a storage area for goods and materials;
 - (c) to ensure that the free flow of traffic both for emergency vehicles and the general public is maintained at all times;
- (v) that once houses have been constructed but before final acceptance, to take all necessary steps:
 - (a) to ensure the free flow of traffic for emergency vehicles; and,
 - (b) to maintain reasonable access for Township services, including, but not limited to, garbage collection, and snow ploughing; and
- (vi) to comply with the reduced load limits which may be in force.

ARTICLE 14- BUILDING DEPOSIT REQUIREMENTS

14.1 Amount of and Reasons for Deposit

The Developer, shall, at the time of first applying for a building permit for a parcel of land forming a part of the Lands, deposit with the Township a Building Deposit, equal to the sum of \$50,000.00 for all building permits to be issued to the Developer (up to a maximum of 50 permits/phase at any one time) where the Developer is a residential builder in this subdivision. The Building Deposit shall be in addition to any other securities posted by the Developer. To the extent that the Developer is a builder in this subdivision and the applicant for permits, this section 14.1 shall supersede the requirement to pay the building department charge as per Township of Southgate by-law 86-2014 & 43-2016. Where anyone other than the Developer applies for a building permit, or for each building permit issued to the Developer in excess of the maximum 50 permits/phase for which the initial \$50,000.00 referred to above has been posted, or for each building permit that has yet to be closed with a final building inspection certification/release at or after the time that the Township issues Final Acceptances for a phase, the sum of \$4,000.00 per permit (subject to section 14.3 herein) shall be posted or otherwise continue to be held, as the case may be, with the Township. Within thirty (30) calendar days following closing the final permit for that phase of the subdivision, the Building Deposit will be released to the Developer. The Building Deposit (in addition to any other securities posted by the Developer) is intended to ensure that:

- (i) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Township Engineer and that all construction debris is properly disposed of in accordance with Article 12.3;
- (ii) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in Article 7.1 and the Individual Lot Plan referred to in Article 7.3;
- (iii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Township's Chief Building Official; and, if applicable.
- (iv) that the required tree(s) in the boulevard at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.

In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements, the whole of the Building Deposit shall be forfeited to the Township.

14.2 Use of Deposit Monies

The Township reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless one or more of the matters outlined in subclauses (i) to (iv) inclusive of Article 14.1 are completed to the satisfaction of the Township Engineer or Chief Building Official, as the case may be, then the Township, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Township Engineer has confirmed that subclauses (i), (ii) and (iv) of Article 14.1 have been satisfied and that the Chief Building Official confirms that subclause (iii) of Article 14.1 has been satisfied.

14.3 Increases to Deposits

The amount of the Building Deposit described in this Article may be increased at the Township's discretion.

14.4 Cash or Letter of Credit

The Building Deposit may be paid to the Township in cash or by delivery to the Township's Treasurer of an irrevocable standby letter of credit in a form approved by the Township based upon Form 2 attached to this Agreement.

ARTICLE 15- BUILDING PERMIT REQUIREMENTS

15.1 Permits Not Assured

The execution of this Agreement by the Township shall not be deemed to give any assurance that a building permit when applied for shall be issued.

15.2 Prerequisites for Permits

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled:

- (i) Any Holding "H" provision in the zoning by-law affecting the parcel has been removed;
- (ii) Preliminary Acceptance as per Article 8.1 has been granted for Stage 1 and Stage II services.
- (iii) the Individual Lot Plan detailed in Article 7.3 has been approved by the Township for the parcel of land for which a permit is required;
- (iv) the Township has received payment of any monies to be paid pursuant to Article 4.3 and any applicable Development or Educational Development Charge;
- (v) all municipal taxes are paid in full in respect of all the Lands;
- (vi) the security required by Article 10 is in good standing;
- (vii) the Building Deposit described in Article 14.1 has been paid to the Township;
- (viii) The plan(s) of subdivision (or applicable phase thereof) has (have) been registered on the title of the property;
- (ix) The dwelling unit shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced;
- (x) The Developer has complied with all of the provisions of this agreement, the plans, and the additional plans to the date of such application;
- (xi) the application complies with applicable law.

15.3 Refusal to Issue Permit if Developer in Default

The Township shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement and to issue permits for such stages of construction as authorized by the Chief Building Official.

ARTICLE 16- OCCUPANCY REQUIREMENTS

16.1 Compliance with Ontario Building Code

Occupancy of a residence shall not be permitted until:

- (i) The applicable requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed and Preliminary Acceptance issued for same;
- (iii) The Sanitary sewage pumping station has been commissioned to the satisfaction of the Township and is fully operational;
- (iv) A water and hydro meter have been installed for the residence meeting Township and Hydro One respective specifications; and
- (v) Driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps.

16.2 Enforcement of Occupancy Permit Requirement

In addition to the requirements of Article 16.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or his/her designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Township and the Township through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

ARTICLE 17 -BUILDING CONSTRUCTION

17.1 Ontario New Home Warranty

All dwelling units built within the plan of subdivision shall be included in and benefit from the current Ontario New Home Warranty Plan, as amended or replaced.

17.2 Design and Siting

The Developer shall ensure that the siting of dwellings on lots or blocks is supervised in such a manner as to avoid conflicts with underground and surface works within road allowances.

17.3 Numbering of Lots

So that each lot may be identified from the street, the Developer agrees to adopt a system of lot identification for each lot from the time the basement is completed until such time as the house number is affixed to the house. The number may, at the option of the Developer, be painted on the basement wall of the house facing the street on which it fronts.

17.4 Construction

The Developer shall require builders:

- (i) to obtain the Township's approval with respect to the location of the temporary site and sales offices;
- (ii) to carry out the construction of all buildings in a manner satisfactory to the Township's Chief Building Official;
- (iii) to acknowledge that the Township may not be able to provide adequate fire protection while the houses are under construction until the watermains which service the plan of subdivision are connected to the existing Township watermains as contemplated by the plans;
- (iv) to provide each dwelling unit with a water meter, which is installed, and made operational in accordance with the Township's Municipal Servicing Standards and to ensure that the water meter is working properly at the time the ownership is transferred to a subsequent purchaser, after which the Township will be responsible for the maintenance of the water meter;
- (v) to not proceed with construction of any building past the basement stage until it has delivered to the Chief Building Official certification of the following:
 - (a) that the elevation of the foundation, the underside of the footings and the garage floor (if poured and completed) comply with the levels shown on the approved site grading and elevation plans and the approved lot grading plan;
 - (b) the location of the foundation on the site, such certificate to be provided by a Registered Professional Engineer or Ontario Land Surveyor;
 - (c) the Geotechnical Consultant's report for the footing excavation if same has been inspected/approved by the Developer's Geotechnical Consultant at the option of the Developer or as may be required by the Township, acting reasonably.
- (vi) that should the location and/or elevation of the foundation not conform to the approved plans, construction shall not proceed until such time as the Public Works Manager and the Chief Building Official approve the location and/or elevation of the foundation;
- (vii) to employ construction methods to prevent the spread of fire within the plan of subdivision. Specifically, and not so as to limit the generality of the foregoing, the Developer shall not construct more than seven (7) dwelling units in a row of abutting lots without providing a fire break. A fire break may consist of a finished structure, a basement structure without framing, a fire-rated wall between units in a townhouse structure or a vacant lot;
- (viii) to post a copy of the overall Approved Grading Plan and a copy of the subdivision sign (as per 5.14) in a conspicuous place in its sales office, as soon as they are available, so that the plan(s) may be easily seen by prospective purchasers of dwelling units and/or lots;

- (ix) to install the eavestrough and downspouts on the units so that they discharge in accordance with the details shown on the Site Plans, as contemplated by this agreement.

17.5 Site Control

The Developer shall require builders:

- (i) to ensure that unoccupied lots and blocks do not become unsightly, by the accumulation of garbage, debris or builders' waste. All construction refuse and debris must be disposed of in an orderly and sanitary fashion and in a manner approved by the Township and the Developer agrees to obtain a similar covenant from each purchaser of vacant lands;
- (ii) to ensure that:
 - (a) they shall not use the travelled portion of the road allowances for the storage of goods and materials and that any such storage shall be at least three (3) metres from the curb;
 - (b) they shall keep the road allowances clear of building debris and obstruction;
 - (c) they shall do everything in their power to keep the road clear for the free flow of traffic for emergency vehicles and the general public; and,
 - (d) the fire hydrants are kept clear and accessible for use by the Township of Southgate for fire protection and watermain flushing as required.
- (iii) to work with the Township to co-ordinate efforts towards a satisfactory and reasonable garbage collection system during early occupancy stages of the plan of subdivision.

17.6 Site Access Condition

If the builder should use the travelled portion of the road allowance for the storage of goods and materials, or should fail to keep the travelled portion of the road allowance clear of building debris and obstructions, or should otherwise fail to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public, the Township may, at its option, go onto the property and remove such goods and materials, building debris and obstructions, and do such work as may be necessary to keep the travelled portion of the road clear for the free flow of traffic for emergency vehicles and the general public. Any work completed by the Township to restore traffic access shall be at the Developer's expense.

ARTICLE 18- COVENANTS TO BE REGISTERED ON TITLE

18.1 Covenants on title

The Developer shall incorporate the conditions and covenants set out in Schedule "H" as

covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting lands, roads and streets, as the case may be.

ARTICLE 19- LAPSING OF AGREEMENT

19.1 Three-Year Deadline to Commence Work

The parties agree that unless required security has been provided pursuant to Article 10 and construction of services commenced within three (3) years from the date of this Agreement, the terms of this Agreement shall lapse, and a new agreement shall be required.

19.2 Servicing Allocation Deadline to use

Upon any one of the following events occurring, namely, (i) this Agreement lapses in accordance with the provisions of this Agreement herein; or (ii) the water and/or sewage capacity allocations as assigned by phase, have not been utilized to the extent required pursuant to any applicable Township by-law then in force and effect; or (iii) if after 3 years from the date on which both this agreement and the Final Capacity Allocation Agreement have been signed by the parties, the water and/or sewage capacity allocations granted by the Township have not been utilized; then the Developer shall relinquish any water and sewage capacity that the Township has allocated to its development, and the Township may thereafter reallocate part or all of such capacity to other persons or entities as it shall see fit. Any new agreement entered into between the Township and the Developer shall include any new requirements and specifications then being imposed by the Township upon subdividing owners. Alternatively, the Township may, but is not obligated to, extend the deadline. In the event that the Developer enters into a new agreement, the Township does not warrant that all or any of the allocated water and/or sewage capacities will be reallocated to the Developer, and the Developer shall hold the Township harmless if less or no water and/or sewage capacity is allocated to it.

ARTICLE 20 - STOP WORK ORDERS

20.1 The Township's Chief Administrative Officer may issue a development stop work order pursuant to this Agreement:

- i) if the construction or installation of the works and services contemplated by the plans, the additional plans and this agreement are not being complied with (the determination of which shall be in his sole discretion);
- ii) if the Developer has failed to commence to construct the works and services or having commenced such works and services, fails to proceed with reasonable speed to complete the same; or,
- iii) if the Developer is in any other breach of the plans, and the additional plans, or this Agreement.

20.2 A stop work order shall not be issued until after the Chief Administrative Officer has given to the Developer five (5) days (not including Saturday, Sunday, or statutory holidays)

notice in writing outlining the matter or matters which are of concern and the Developer has not, in his opinion, taken reasonable steps to rectify such matter or matters. Notwithstanding the foregoing, if at any time the Chief Administrative Officer considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws, the Developer shall do, cause to be done or refrain from doing any act or thing as directed by the Chief Administrative Officer; If the Developer fails to comply with such direction, the Township may take any action it deems necessary including issuing an immediate development stop work order.

- 20.3 If a stop work order has been issued and the Developer fails to stop work the Developer shall be deemed to be in breach of this agreement.
- 20.4 If a stop work order has been issued, work shall not begin again until the Developer has made arrangements that are satisfactory to the Chief Administrative Officer to rectify the breach or to correct the improper construction or installation of works and services.
- 20.5 A stop work order may be restricted in its term to the installation or construction of specific underground or above ground services, or to a specific site or area. If it is so restricted, it shall not affect the continuing installation or construction of other services or to work on other sites or areas.

ARTICLE 21 - BREACHES OF AGREEMENT

- 21.1 The Developer shall be deemed to be in breach of this agreement if there is:
- (i) failure to commence construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated in this agreement;
 - (ii) failure to complete construction of the works and services contemplated by the plans, the additional plans, and this agreement, within the time contemplated by this agreement;
 - (iii) failure to remedy any defect in construction of the said works and services, within the time contemplated by this agreement;
 - (iv) failure to properly maintain the said works and services as per this agreement;
 - (v) failure to install and maintain adequate siltation control devices;
 - (vii) unauthorized use of underground services;
 - (viii) failure to ensure that the contractors and builders use the designated construction access for the plan of subdivision, to the extent applicable;
 - (ix) failure to keep the roads in the plan of subdivision:
 - (a) free of mud, dust and debris;
 - (b) clear of obstructions;
 - (c) free from the storage of goods and materials; and,

- (d) clear for the free flow of traffic for emergency vehicles and the general public;
- (x) cancellation of any security given to guarantee performance of this agreement by the person, corporation or other body issuing such security;
- (xi) cancellation of the liability insurance policy deposited by the Developer with the Township pursuant to the terms of this agreement,
- (xii) any other breach of the plans, additional plans, or this agreement;

and the period for curing or commencing to cure the breach, if any, has expired as set out in this Agreement. Notwithstanding anything in this agreement to the contrary, if the Township is of the opinion that the Developer is in breach of this agreement, the Township shall notify the Developer of such breach, stipulating in such notice the particulars of the breach and the action required by the Developer to remedy the breach. The Developer shall be permitted five (5) days from the Developer's receipt of the said notice to cure the breach, or, if the breach cannot reasonably be cured within such period, to commence to cure the breach and to proceed diligently thereafter to cure the breach, during which time the Developer shall not be in breach of this agreement. The Township may undertake emergency repairs without providing the notice referred to above.

- 21.2 The Developer acknowledges and agrees that, in addition to any other remedy which the Township may have under this agreement, it may enforce any of the provisions hereof by means of a mandatory order or injunctive relief, and the Developer consents and acquiesces to the jurisdiction of the courts and the appropriateness of such remedies.

ARTICLE 22 - ARBITRATION

- 22.1 If a dispute develops between the Township and the Developer as to whether an item is or is not a deficiency, as to whether or not the Township's Public Works Manager should notify the Developer that the services have been properly constructed or installed, as to whether or not the Clerk should issue a Certificate of Preliminary or Final Acceptance of the services, or, as to the amount of reduction of security or any other matter contemplated in this agreement, and such dispute cannot be resolved by agreement between the Township and the Developer, such dispute or disputes shall be resolved by arbitration.

For the purpose of this part of the agreement, the Developer and the Township are collectively called "the Parties". Each of them is called "the Party" as the context requires.

- 22.2 The following are the rules of the arbitration:

- (i) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each Party shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be the chair. If either Party appoints an arbitrator and gives notice of the appointment to the other Party, the other Party must appoint an arbitrator within five (5) business days. If such appointment is not made within such period by the other Party, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator

approved by both of them. The two arbitrators shall appoint a third arbitrator within one (1) week;

- (ii) The arbitrator or arbitrators are to be consulting engineers registered as such with the Professional Engineers of Ontario;
- (iii) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute not later than two (2) months from the date of appointment of the last arbitrator to be appointed;
- (iv) The Party seeking the arbitration shall deliver to the arbitrator or arbitrators and the other Party, at least four (4) weeks before the hearing, a statement of the matters the Party is complaining about, and the other party shall have fourteen (14) days in which to respond;
- (v) The time limits referred to above may be waived by the Party who has not received any documents he should have received and the arbitration may proceed in the absence of any document if failure to deliver it is waived. If a document is not delivered and any Party is taken by surprise as a result, the arbitration may be adjourned at any state and the unnecessary costs incurred may be assessed against the Party failing to deliver it;
- (vi) At the hearing, each Party may adduce whatever evidence it deems advisable. In addition, the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about;
- (vii) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body; and,
- (viii) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of the successful Party, may be ordered to be paid by the unsuccessful Party, failing which order, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

22.3 The Parties agree to exclude all provisions of the *Arbitrations Act, 2001*, except those set out in section 3 of the said Act.

ARTICLE 23- GENERAL PROVISIONS

23.1 Registration of Agreement

The Developer hereby agrees that this agreement shall be registered upon title of the land within the plan of subdivision. Such registration shall be at the instance of the Township and at its sole discretion and at the expense of the Developer. The Township's Solicitor will prepare the registration documents and shall ensure that the documents are registered on the title(s) of the land within the plan of subdivision, as appropriate

23.2 License to Enter

The Developer grants to the Township, and shall retain for itself, a license to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such license shall remain in existence until the Township issues a release for the applicable part of the Lands.

23.3 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first-class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Developer: Flato Dundalk Meadows Inc.
3621 Highway #7 East, Suite 503
Markham, ON L3R 0G6
Attention: Shakir Rehmatullah, President

Township: The Corporation of the Township of Southgate
185667 Grey Cty Rd 9
RR 1 Dundalk, On N0C 1B0
Attention: Municipal Clerk

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

23.4 Number and Gender

It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

23.5 Headings and Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

23.6 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance

or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

23.7 No Assignment Without Consent

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent will not be unreasonably withheld.

23.8 Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

23.9 Developer's Acceptance of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

23.10 Encumbrancer's Consent

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Township's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Township's solicitor.

23.11 Certification of Completion of Agreement Requirements

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Township may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Township shall not issue such certificate until the following conditions have been fulfilled:

- (i) all those conditions required under Article 15.2 which must be fulfilled prior to making application for a building permit;
- (ii) the certification detailed in Article 7.4 with respect to conformity to the drainage plan has been received by the Township for the lot or block for which a release is sought;
- (iii) the covenants detailed in Article 18 and Schedule "H" are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;

- (v) all of the services set out in Article 5.14 have been completed and the Final Acceptance with respect to same has been granted; and
- (vi) the Developer has delivered to the Township Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

23.12 Certificates of Compliance

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Township will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

23.13 Counterparts and Electronic Transmission

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all parties.

23.14 Interpretation

This agreement shall be interpreted by the laws of Ontario. The ejustem generis rule shall not apply in interpreting this agreement. The contra proferendum rule shall not apply in interpreting this agreement.

23.15 Minor Amendments

The CAO of the Township may authorize minor amendments to this agreement. Such amendments may be made without prior Council authorization, at his/her sole discretion.

23.16 Enurement

This Agreement and the covenants, provisions and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall enure to the benefit of the Township, its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and are binding upon the land and upon the Developer and its successors and assigns.

This page is intentionally left blank to end the agreement terms and conditions and to provide a dedicated next page for the signatory agreement approval.

DRAFT

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

FLATO DUNDALK MEADOWS INC.

Per: _____ Date: _____
Shakir Rehmatullah, President

I have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Per: _____ Date: _____
Mayor Brian Milne

Per: _____ Date: _____
Clerk Lindsey Green

We have authority to bind the Corporation.

SCHEDULE "A"
Legal Description

PART OF LOTS 233 AND 234, CONCESSION 1, SOUTHWEST OF THE TORONTO AND SYDENHAM ROAD, GEOGRAPHIC TOWNSHIP OF PROTON, TOWNSHIP OF SOUTHGATE, COUNTY OF GREY.

The Subject Lands are collectively referred to herein this Agreement as the "Lands"

DRAFT

SCHEDULE "B"
CONDITIONS OF DRAFT PLAN APPROVAL

DRAFT

SCHEDULE "C"

VARIATIONS AND EXCEPTIONS FROM STANDARD PROVISIONS OF AGREEMENT

General Matters:

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the Draft Plan of Subdivision identified in Schedule "B" unless specific reference to other plan(s) have been made.
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Township.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to meet regulations/standards and avoid conflicts with municipal services. Prior to installation of utilities, the Developer is required to receive approval of the Composite Utility Plan (CUP) and related Municipal Consent from the Township.
4. The Developer shall enter into a Service Finance Agreement with the Township to address costs associated with the construction of required external infrastructure, if required by the Township.

Model Home Agreement

5. Provided that an appropriate level of servicing has been attained, the Developer may apply to the Township for a Model Home Agreement.

Well Interference

6. The Developer agrees to investigate any well interference complaints received including complaints received by the Developers Agents, Ministry of Environment and Climate Change or the Township. Any assessment undertaken by the Developer or its Agents shall be completed to the satisfaction of the Township. The Developer further agrees to provide the results of each assessment to the Township and Ministry of the Environment and Climate Change within 60 days of the complaint being received. The Developer is required to pay for any well interference assessments undertaken. If the assessment determines that a complaint is valid, acceptable well interference mitigation is required and may include deepening and/or pump lowering. Any cost associated with mitigation is to be reimbursed by the Developer. This clause is not applicable to the municipal well located at Pt Blk 75, Plan 16M54, DES as Pt 1 on 16R10922; Township of Southgate.

Purchase and Sale Agreement Warnings on First Transfer

7. The Developer agrees to include in all offers of Purchase and Sale the following:
 - a) The amount of any applicable Development Charges to be paid to the Township or County.

Ministry of Transportation Requirements

8. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by either the Township of Southgate or the Ministry of Transportation, as appropriate.
9. That prior to final approval by the County of Grey or any construction or grading on the subject property, the Owner or its agent shall submit the following plans or reports to the Grand River Conservation Authority (if required), the Ministry of the Environment and Climate Change (if required), the Ministry of Transportation (if required), and to the Township of Southgate for review and approval:
 - a) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's cost.
 - b) A storm servicing plan showing the layout of the storm sewer system.
 - c) A final Stormwater Management Report and Plans in accordance with the Stormwater Management Practices Planning and Design Manual (Ministry of the Environment, 2003) and in keeping with the Preliminary Servicing and Stormwater Management Report (dated June 2016 prepared by CF Crozier and Associates). The report shall include an assessment of the impacts on off-site watercourses and municipal drains and show how the infiltration function will be protected or maintained.
 - d) Erosion and sedimentation control plans in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control which show how the exposed soils, sediments, and eroded materials will be minimized and retained on site during all phases of construction and how the infiltration function will be protected or maintained. Plans should include maintenance requirements for all employed devices.
 - e) Completion of a Final Floodplain Study and required works consistent with the June 2016 Floodplain Assessment Report by Croziers and Associates and associated modelling to the satisfaction of the GRCA and through with the submission and approval of permission from the GRCA (only required for Lots 219 to 225).
 - f) An Environmental Implementation Report (EIR) to the satisfaction of the Grand River Conservation Authority in consultation with the Township of Southgate. The EIR should include the above noted reports, monitoring, and mitigation outlined in the EIS. The EIR should also provide on-going shallow groundwater monitoring and inspection and reporting scheduled during construction.
 - g) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.

- h) A detailed Hydrogeological report that provides an assessment of groundwater level monitoring data from on-site piezometers. Data collected shall be of sufficient duration to establish reasonable high water table conditions under normal or above normal climatic (precipitation) conditions. The report shall, based on the observed seasonal fluctuation in groundwater levels (typically highest in the spring), provide a predicted 'high' groundwater elevation across the site as well as an interpreted high groundwater elevation on a lot by lot basis. The interpreted high groundwater elevation for each lot is intended to ensure a minimum vertical separation of 0.3 metres from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation for each given lot. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots in conformance with Township standards. Where this is not feasible due to local site constraints, other groundwater management practices such as a groundwater drainage system (i.e. 3rd pipe system) may be implemented provided it can be demonstrated, to the satisfaction of the Township, that it will function under local site-specific conditions in the short and long term. Any proposed alternative groundwater management practice will require Township and GRCA approval.
 - i) An environmental rehabilitation plan addressing protective measures to be taken during construction to ensure retained wetlands and woodland areas will not be impacted.
 - j) Engineering design drawings for all works to be constructed as part of the development including any off-site works that are the responsibility of the Owner.
 - k) If the Owner intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol. If grading is proposed prior to implementation of the Subdivision Agreement, a Site Alteration Permit Agreement with the Township will be required.
 - l) Detailed access plans to Highway 10 at the time the access is required for the applicable phase;
 - m) Prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and MTO. All damage or maintenance required to surrounding streets because of such traffic shall be at the developer's costs.
 - n) A Traffic Impact Study which identifies all required access locations and improvements required to accommodate the site traffic, and includes an assessment of off-site traffic impacts and recommendations for mitigation of these impacts. This Traffic Impact Study shall be submitted prior to final approval of each phase and shall be completed to the satisfaction of the Township, MTO and County Transportation Services.
10. That the Owner obtains final approval from the Ministry of Transportation for the proposed permanent access of Street 'H' to Highway 10, that the Owner meet all conditions required by MTO, and constructs and completes any required access upgrades to Highway 10 and the entrance from Highway 10 at the time of the applicable phase.

11. That the subdivision agreement between the Owner and the Township of Southgate be registered against the lands to which it applies, and that a copy of the registered subdivision agreement be filed with the County of Grey and the Ministry of Transportation.
12. A Noise Impact Assessment will be required with respect to traffic noise on Highway 10 to be completed to the satisfaction of MTO and the Township.
13. The following conditions shall be addressed to the satisfaction of the Ministry of Transportation:
 - a) That prior to final approval an 8 metre widening extending across the entire highway frontage (with the exception of the proposed street opening) be established as Blocks and dedicated as public highway on the owner's certificates and the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.
 - b) That prior to final approval, visibility triangles with minimum dimensions to be designed in accordance with the Geometric Design Standards Manual for Ontario Highways, be dedicated as public highway under the owner's certificate on the final plan. A draft of the final Plan of Subdivision must be submitted to MTO for review.
 - c) That prior to final approval, a 0.3 metre reserve extended across the entire highway frontage including the visibility triangles (with the exception of the proposed street opening) be conveyed by deed to the MTO. All reserves by deed must be free and clear of all mortgages, liens, and encumbrances. The reserve must be illustrated as Blocks on the Plan of Subdivision. A draft of the final Plan of Subdivision must be submitted to the MTO for review. A draft of the transfer of deed and certification of title conveying the Blocks to the MTO must be submitted for review and approval prior to being registered.
 - d) That prior to final approval of any given phase, the owner shall submit to MTO and the County Transportation Services for their review and approval a copy of the Traffic Impact Study (TIS) indicating the anticipated traffic volumes and their impact upon the intersection of Highway 10 and the proposed street and the intersection of Highway 10 and Main Street. The TIS shall include the traffic generated by all the contributing Flato lands.
 - e) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall enter into a legal agreement with the MTO whereby the owner agrees to assume financial responsibility for the design and construction of the new street entrance and all necessary associated highway improvements.
 - f) That prior to final approval of the applicable phase that requires access to Highway 10, the owner shall submit to the MTO for their review and approval, a copy of the detailed drainage/storm water management plan/report indicating that intended treatment of the calculated runoff.
 - g) The Owner will ensure that the MTO receives a draft copy of the Subdivision Agreement that is to be executed between the Owner and the municipality for the proposed development in order to verify that these conditions are included in the agreement.

- h) The Owner will ensure that the MTO receives written confirmation from the municipal approval authority stating that this proposed development has received all approvals as may be necessary from other agencies.

Warning Clauses

- 14. The Developer agrees to include the following warning clauses in all offers of purchase and sale or lease for each dwelling unit:
 - a) The lands to the east of the subdivision across highway 10 are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations.
 - b) "Servicing capacity currently does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision". This clause is no longer required when sufficient servicing capacity exists for the entire development.
 - i) That home/business mail delivery will be from a designated Centralized Mail Box (CMB);
 - ii) That the developers/owners be responsible for officially notifying the purchasers of the exact CMB locations prior to the closing of any homes sales.
- 15. In the event the Town requires easements for turning circles through R-Plans from the Developer, as per Schedule "E" attached hereto, the Town covenants and agrees to release the easements when they are no longer required due to the extension of the next applicable phase.

SCHEDULE "D"
LANDS TO BE CONVEYED TO TOWNSHIP OR MTO

Commented [SC1]: Based on Draft Plan block numbers

PARKS TO BE DEDICATED TO THE TOWN:

Blocks 357, 358, 359, 360, 366 and 367

0.3 METER RESERVES:

Block 372

Commented [SC2]: MTO reserve

STORMWATER MANAGEMENT:

Block 363

STREETS:

Segment of Municipal ROW – Morgan Avenue
Municipal ROW – Colgan Crescent
Municipal ROW – Milliner Avenue
Municipal ROW – McAlister Street
Municipal ROW – Symington Street
Future ROW (Block 370)
Road Widening (Block 371)

Commented [SC3]: MTO road widening

DAYLIGHTING TRIANGLES:

Blocks 380 and 381

Commented [SC4]: MTO daylighting triangles

WALKWAY/ACCESS:

Block 378

SCHEDULE "E"

EASEMENTS TO BE CONVEYED

Such easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Township in accordance with municipal standards. Other easements that may be required to be conveyed include, but are not limited to, private easements for surface drainage, temporary easements, utility easements and mutual easements between abutting properties for repairs and maintenance.

Developer to submit an Easement Plan to the Township for review/approval prior to registering of easements.

STORM SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

HYDRO ONE EASEMENTS (FOR TRANSFORMERS AND KIOSK)

EASEMENTS ALREADY CONVEYED

Such easements were necessary to implement the approved engineering plans from Phase 2a and Phase 4/5/6 and were conveyed to the Township in accordance with municipal standards.

Developer submitted an Easement Plan to the Township for review/approval prior to registering of easements.

EXISTING SEWER DRAINAGE EASEMENTS (FOR REAR YARD CATCH-BASINS)

- Across Lots 17 - 19, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 3 on 16R-11089
- Across Lots 58 - 71, Part of Lot 233 Concession 1 Southwest of The Toronto and Sydenham Road being Part 1 on 16R-11252

EASEMENTS TO BE DISCHARGED

Such easements were necessary to implement the approved engineering plans from Phase 1, 2a, 3 and North and were conveyed to the Township in accordance with municipal standards.

Developer had for earlier phases submitted Easement Plans to the Township for review/approval prior to registering of easements. The easements are no longer required.

References to MHBC FLATO EAST DRAFT PLAN OF SUBDIVISION Rev No. 7

PROPOSED STORM SEWER DRAINAGE EASEMENTS

- Parts of Lots 249-252

- Parts of Lots 255-256
- Part of Lot 259
- Parts of Lots 261-2633
- Parts of Lots 265-266
- Parts of Lots 285-310
- Parts of Blocks 325-326
- Parts of Blocks 328-330
- Parts of Blocks 333-334
- Parts of Blocks 335-337
- Parts of Blocks 339-341
- Parts of Blocks 342-343
- Parts of Lots 375 and 378

PROPOSED WATERMAIN EASEMENTS

- Part of Lot 232

EXISTING STORM SEWER DRAINAGE EASEMENTS (FOR TEMPORARY OVERLAND FLOW)

EXISTING 0.3m RESERVE EASEMENTS

EXISTING TURNING CIRCLE EASEMENTS

DRAFT

SCHEDULE "E-1"

FORM OF AGREEMENT DEALING WITH EASEMENTS

1. The following are some of the facts upon which this Transfer/Deed of Easement (the "Easement") is based:
 - (a) The Transferor is the owner in fee simple in possession of the lands in the Township of Southgate, County of Grey, being Part Lots xx on Plan 7M-xx, designated as Parts xx on Reference Plan 7R-xx, hereinafter referred to as "the servient tenement", over which the Easement hereinafter described is conveyed, and is also the owner in fee simple in possession of land abutting upon the servient tenement; and
 - (b) The Transferee is the owner in fee simple in possession of the public and common highways and other land within the Corporation of the Township of Southgate, is the owner of municipal services therein, hereinafter referred to as "the dominant tenement", and is acquiring the Easement hereinafter described for the purpose of extending such municipal services.
2. In consideration of other valuable consideration and the sum of TWO DOLLARS (\$2.00) paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor hereby grants and conveys unto the Transferee, its successors and assigns for it the said Transferee and its servants, agents, workmen, employees and whomsoever else it may designate along with its and their vehicles and equipment, the right and easement at any time and at all times:
 - (a) to enter upon the servient tenement to construct, operate, inspect, maintain, alter, enlarge, repair and replace storm sewers, catch basins, transmission and control of surface water that may drain onto the servient tenement from surrounding land; and
 - (b) to enter upon the servient tenement to construct, operate, maintain, alter, enlarge, repair and replace a swale and any other similar work that may be required for the transmission and control of surface water that may drain onto the servient tenement from surrounding land.
 - (c) the right to allow surface water from rain, snow and hail to flow from the dominant tenement, across the servient tenement from the dominant tenement.
3. The Transferee covenants that after doing any of the work contemplated in the preceding paragraph, it will restore the surface of the servient tenement as nearly as is practicable to its condition before exercising such rights.
4. The Transferee further covenants that it will be responsible for any damage that is caused by its operations in the exercise of its rights aforesaid.
5. The Transferor covenants on behalf of itself, its successors and assigns that it will not do anything to impede the flow of surface water from rain, snow and hail from the dominant tenement over the servient tenement that it will keep the servient tenement free and clear of any trees, building, structures or obstructions and will use the servient tenement only

as a lawn, garden, flower bed or driveway and will not deposit on or remove any fill from the servient tenement which will have the effect of raising or lowering the level thereof and will not do or suffer to be done any other thing which might injure or damage the said municipal services.

This transfer is signed by the transferor on the ____ day of ____, 2023, and by the transferee on the ____ day of ____, 2023.

Transferor

Transferee

DRAFT

SCHEDULE "F"
**PAYMENTS TO BE MADE AND SECURITIES
TO BE PROVIDED TO THE TOWNSHIP**

PAYMENTS TO THE TOWNSHIP

DUE DATE

Building Deposit	upon Building Permit issuance
Development and Education Charges	upon Building Permit issuance

SECURITIES TO THE TOWNSHIP

1. The Phase 11 Securities Report below is to outline additional securities amount required to support this agreement, and to be reviewed and updated prior to registration of this Agreement.

To determine the updated securities, this Schedule provides reference for final security calculations prior to registration based on completed works reflected in the security calculations completed under the pre-servicing agreement as provided below:

[NTD - securities estimate to follow]

SCHEDULE "G"
MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER

The services described herein shall be constructed in accordance with plans and specifications meeting the Township's applicable servicing standards and as approved in writing by the Township Engineer.

- 1.1 Storm Drainage Works
 - 1.1.1 Storm Sewers and service connections
 - 1.1.2 Manholes
 - 1.1.3 Catchbasins
 - 1.1.4 Completion of Storm Water Management Facility including improvements to supporting external infrastructure and all related appurtenances.
- 1.2 Wastewater Collection System
 - 1.2.1 Sanitary Sewers and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.2.2 Manholes
 - 1.2.3 All related Appurtenances
 - 1.2.4 Sanitary Sewage Pumping Station to be completed to the Interim Condition including sanitary forcemain connecting in to Phase 1.
- 1.3 Water Distribution System
 - 1.3.1 Water Mains to the limits of the subdivision and service connections including improvements to supporting external infrastructure and all related appurtenances.
 - 1.3.2 Fire hydrants
 - 1.3.3 All related Appurtenances
- 1.4 Roadworks
 - 1.4.1 Roads and streets within the plan of subdivision including improvements to supporting external infrastructure and all related appurtenances,
 - 1.4.2 Boulevard Topsoil and Sodding
 - 1.4.3 Signage (to be installed as required by this agreement and Township servicing standards)
 - 1.4.4 Sidewalks and walkways
 - 1.4.5 Trees *
 - 1.4.6 Retaining Walls
 - 1.4.7 Driveway ramps
 - 1.4.8 All Related Appurtenances
- 1.5 Utilities (to be provided without conflict with other municipal services)
 - 1.5.1 Underground Electrical Distribution System including street lights
 - 1.5.2 Communication System
 - 1.5.3 Natural Gas Distribution System
 - 1.5.4 Street lighting.
 - 1.5.5 All Related Appurtenances
- 1.6 Fences
 - 1.6.1 Fencing in accordance with municipal standards and approved drawings.

1.6.2 Noise control barriers

1.7 Parkland

1.7.1 Completion of parkland in accordance with municipal standards and approved drawings.

1.7.2 The Developer, as part of the plans, will install playground equipment and a washroom facility as identified in the approved drawings and plans as extra services over the municipal standards. The Developer's costs for the playground equipment apparatus and washrooms shall be eligible for Development Charge credits up to the Recreation Development Charge contributions limit made by the Developer for this Phase(s) of this Agreement.

All services, facilities and items to be provided pursuant to this Agreement shall be constructed, installed and provided as the case may be in accordance with the approved plans and specifications and where not otherwise so specified in accordance with the Township's Municipal Servicing Standards then in effect.

* **Trees shall be planted in accordance with the Township's policies affecting new subdivisions.**

SCHEDULE "H"

THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL BE PLACED IN EVERY CONTRACT FOR THE SALE OF PART OF THE LANDS AND SHALL BE REGISTERED AGAINST THE TITLE TO EVERY LOT OR BLOCK FORMING A PART OF THE LANDS:

The purchaser/transferee covenants as follows:

- i) the purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan and Individual Lot Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality;
- ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- iii) the purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- iv) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Township and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- v) the purchaser/transferee covenants and agrees to maintain any fence on the boundary of the within-described lands in good condition if such fence was erected as a requirement of the original subdivision or development agreement affecting the lands and, when necessary, replace same from time to time with a fence made of the same or similar materials and of the same standard;
- vi) the purchaser/transferee covenants that no curb cuts shall be made or permanent driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed. If the Developer/transferee proceeds, at their option, to install a driveway cut in advance of the foundation of the dwelling unit, the developer/transferee shall be committed to that driveway location for that lot as part of this agreement and no Building Permit shall be issued for this lot that does not reflect the driveway at that location. The Developer/transferee shall be responsible for damage, if any, to the remaining curb.
- vii) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she /they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,

viii) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,

ix) the purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

DRAFT

SCHEDULE "I"

LIST OF APPROVED PLANS

SUBDIVISION: Flato East, 197 lots/units (Phase 11)

List of Drawings

Developer: **Flato Dundalk Meadows Inc.**

<u>Drawing #</u>	<u>Rev #</u>	<u>Date</u>	<u>Drawing Title</u>	<u>Firm Prepared By</u>
100	1	Jan. 18, 2023	Cover Page & Drawing List	CF Crozier
100B	7	May 9, 2023	Flato East Redline Draft Plan of Subdivision	MHBC
100D		April 21, 2023	Composite Phasing Plan	MHBC
C101	6	Jan. 18, 2023	General Site Servicing Plan	CF Crozier
C102A	6	Jan. 18, 2023	Site Grading Plan (North Plan)	CF Crozier
C102B	6	Jan. 18, 2023	Site Grading Plan (South Part)	CF Crozier
C103A	6	Jan. 18, 2023	Plan & Profile Morgan Avenue From Sta 0+140 to Sta 0+460	CF Crozier
C103B	6	Jan. 18, 2023	Plan & Profile Morgan Avenue From Sta 0+460 to Sta 0+520	CF Crozier
C103C	6	Jan. 18, 2023	Plan & Profile Colgan Cr From Morgan Ave to Sta 0+220	CF Crozier
C103D	6	Jan. 18, 2023	Plan & Profile Colgan Cr From Sta 0+220 to Sta 0+380	CF Crozier
C103E	6	Jan. 18, 2023	Plan & Profile Colgan Cr From Sta 0+380 to Symington St	CF Crozier
C103F	6	Jan. 18, 2023	Plan & Profile Milliner Avenue From Morgan Ave to Sta 0+180	CF Crozier
C103G	6	Jan. 18, 2023	Plan & Profile Milliner Avenue From Sta 0+180 to Hwy 10	CF Crozier
C103H	6	Jan. 18, 2023	Plan & Profile Symington St From Morgan Ave to Milliner Ave	CF Crozier
C103I	6	Jan. 18, 2023	Plan & Profile McAlister St From Morgan Ave to Milliner Ave	CF Crozier
C103J	6	Jan. 18, 2023	Plan & Profile WM to Hwy 10	CF Crozier
C104	6	Jan. 18, 2023	Erosion and Sediment Control Plan	CF Crozier
C106A	6	Jan. 18, 2023	SWM Pond Plan Section D-D	CF Crozier
C106B	6	Jan. 18, 2023	SWM Pond Section A-A (Sta 0+000 to 0+290)	CF Crozier
C106C	6	Jan. 18, 2023	SWM Pond Section A-A (Sta 0+200 to 0+340) Section B-B	CF Crozier
C106D	6	Jan. 18, 2023	SWM Pond Section C-C	CF Crozier

C106E	6	Jan. 18, 2023	SWM Pond Details	CF Crozier
C109	6	Jan. 18, 2023	Sanitary Drainage Plan	CF Crozier
C110	6	Jan. 18, 2023	Storm Drainage Plan	CF Crozier
C111	6	Jan. 18, 2023	Construction Notes Typical Cross- Section and Details	CF Crozier
C113A	6	Jan. 18, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113B	6	Jan. 18, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113C	6	Jan. 18, 2023	Ontario Provincial Standard Drawings	CF Crozier
C113D		Jan. 18, 2023	Municipal Standard Drawings	CF Crozier
C113E	66	Jan. 18, 2023	Canada Post Community Superbox Details	CF Crozier
C114A	6	Jan. 18, 2023	Foley Drain Crossing Morgan Ave. General Arrangement Plan	CF Crozier
C114B	6	Jan. 18, 2023	Foley Drain Crossing Morgan Ave. Cross-Sections A-A, B-B	CF Crozier
T300	6	Jan. 18, 2023	Pavement Marking and Signage Plan	CF Crozier
S100	6	Jan. 18, 2023	Foley Drain Crossing Morgan Ave. Culvert Footing Details	CF Crozier
E001	4	Jan. 18, 2023	Cross-Section Details, Legend & Drawing List	CF Crozier
E100	4	Jan. 18, 2023	Site Plan – Photometric North	CF Crozier
E101	4	Jan. 18, 2023	Site Plan – Photometric South	CF Crozier
E102	4	Jan. 18, 2023	Site Lighting Details	CF Crozier

List of Reports

- Environmental Implementation Report (Dundalk East Phase 11) (May 2022)
- MTO Environmental Screening Document (Edgewood Greens – Phase 11) (CF Crozier, January 2023)
- Servicing & Stormwater Management Implementation Report (Edgewood Greens – Phase 11) (CF Crozier, January 2023)
- Fill Control Report (Edgewood Greens – Phase 11) (CF Crozier, April 2022)
- Sanitary Pumping Station Design Brief (Flato East) (CF Crozier, August 2021)
- Traffic Impact Study (Flato East) (CF Crozier, February 2021)
- Preliminary Stormwater Management and Floodplain Assessment Report (CF Crozier, December 2015)
- Stage 1 Archeological Background Study (AMICK, December 2015)
- Environmental Impact Study – Draft Plan of Subdivision – Flato East (Riverstone Environmental, December 2015) Planning Justification Report – Zoning By-law Amendment & Draft Plan of Subdivision – Flato East (MHBC Planning, December 2015)

DRAFT

SCHEDULE "J"
PHASING PLAN

Not applicable

DRAFT

SCHEDULE "K"
PHASE M-PLAN(S)

1. Schedule "K4" for Phase 11

DRAFT

FORM “1”

Final Lot Grading and Drainage Certificate

The undersigned hereby certifies to the Corporation of the Township of Southgate (the Township) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO.

STREET

being LOT / BLOCK

REGISTERED PLAN

have been constructed, in conformance with the overall Approved Grading Plan and Individual Lot Plan (as approved by the Township) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

- (i) The final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Plan described in the Subdivision/Development Agreement.
- (ii) The grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Individual Lot Plan; and,
- (iii) The lot has been graded to provide positive drainage in the front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at _____, Ontario, this _____ day of _____, 2023

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

NOTE: Copies of this form of certification are available at the Township’s Building Department

FORM "2"

Your Name & Address

Date of Issue:
Irrevocable Standby Letter of Credit

Reference No:

APPLICANT

BENEFICIARY:
THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
185667 Grey Cty Rd 9
RR 1 Dundalk On N0C 1B0

AMOUNT:
MAXIMUM in Canadian Dollars:

We hereby authorize you to draw on (Bank & Address) for Account of (Applicant), up to an aggregate amount of (amount) (CAD) of lawful money of Canada available by Draft(s) on demand.

Pursuant to the request of our customer, (applicant), we, (bank) hereby establish and give to you an irrevocable standby letter of credit (the "credit") in your favour in the total amount of (amount) Canadian dollars pursuant to the agreement between the Township of Southgate and (applicant) dated (date) with respect to *the total cost of all development works and engineering costs* **[wording to be amended to as necessary to identify purpose of the Letter of Credit i.e. as an assurance that required works will be completed in Article 10 or to act as a building deposit pursuant to Article 14]**

This credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

The amount of this credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This credit will continue up to the (date), subject to the following condition:

It is a condition of this credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least 30 days prior to such expiry date, we notify you in writing by registered mail, that we elect not to consider this credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed written demand for payment.

Partial Drawings are permitted.

Drafts must be shown and negotiated not later than the (date) or automatically extended date.