

it applies and that the Township is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and the sum of TEN Dollars (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree, including agreeing that the recitals are true, as follows:

Definitions

1. The following terms and phrases as used in this Agreement shall have the meanings as defined in this Section as follows:
 - a) “*Acceptable Access Road*” means an asphalt surface road, or a road that has been accepted as an access road by the Township;
 - b) “*Agreement*” means this Agreement including each of its **Schedules**, which form part of this Agreement, together with the required plans and specifications required by this Agreement and approved by the Township in accordance with this Agreement;
 - c) “*Assumption*” means the date when the road Works have been completed, the maintenance periods have expired and no other obligations under this Agreement remain outstanding with respect to the road Works, including all terms dealing with same in this Agreement, and the Streets are assumed, which assumption shall occur by Township By-law;
 - d) “*Block*” means a parcel of land laid out by the draft or registered plan of subdivision and designated by the Plan as a Block;
 - e) “*Community Mailbox*” means any group or community mailbox installed or to be installed by the Canada Post Corporation in order to provide postal service to dwellings situated within all or part of the Subject Lands;
 - f) “*Consulting Engineer*” means a qualified Professional Engineer or Engineering Firm, registered under the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, as amended, which has been hired by the Owner to perform all engineering services related to the development of the Subject Lands required of the Owner;
 - g) “*County Chief Building Official*” shall mean the Chief Building Official of the County of Dufferin, being the designated Chief Building Official for the Township and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed pursuant to the *Building Code Act*;
 - h) “*Detailed Plot Plan*” means the grading plan for a particular lot approved by the Township Engineer which shall illustrate building envelopes, dwelling sitings, rear yard activity areas, driveways, subsurface sewage disposal

system, proposed grading and drainage, reserve bed and any other details that the Township Engineer may require;

- i) “*Final Acceptance*” means the date when the Works, other than the Road Works, have been completed, the maintenance periods have expired and no other obligations under this Agreement remain outstanding, including all terms dealing with same in this Agreement, which Final Acceptance shall occur by Township By-law;
- j) “*Final Approval*” means that Township Council as the approval authority has granted final approval of the Plan which Final Plan may be tendered for registration as a M Plan, as set out in section 51(58) of the *Planning Act*;
- k) “*Lot*” means a parcel of land laid out by the draft or registered plan of subdivision and designated by the Plan as a Lot;
- l) “*GRCA*” means the Grand River Conservation Authority, established under the *Conservation Authorities Act*, R.S.O. 1990 c. C. 27;
- m) “*Master Grading Plan*” means the grading plan for all of the Subject Lands approved by the Township Engineer and GRCA, and as described in **Schedule “F”**;
- n) “*Model Home*” is defined as a single detached house used temporarily for display purposes by the Owner prior to the Model Home being converted and occupied as a dwelling, all pursuant to the terms of this Agreement;
- o) “*Mortgagee*” means a person, company or business having a beneficial entitlement to an interest in the Subject Lands in the form of a registered mortgage over all or part of the Subject Lands;
- p) “*Owner*” means the Owner of the Subject Lands in fee simple, and includes all subsequent Owners of all or part of the Subject Lands;
- q) “*Plan*” means the draft Plan of Subdivision consisting of 73 lots, together with associated blocks and streets, and registered on title to the Subject Lands and as described in **Schedule “B”**;
- r) “*Preliminary Acceptance*” means the date upon which the maintenance period for the Works has commenced, pending completion of all requirements which relate to the construction of the Works, which date shall be determined by resolution of Township Council;
- s) “*Private Services*” mean and include all private facilities, works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement, including the private septic system to be provided on each lot, including the connections thereto from the dwelling to each system.
- t) “*Property*” includes a Lot or Block;

- u) “*Road*” means a highway or road allowance owned by the Township or intended to be vested by registration of the M Plan or dedicated by transfer to the Township, and includes both the travelled and untravelled portion of the Street and all shoulders and boulevards located thereon. Road works shall mean the construction of works on the road(s),
- v) “*Roadway*” means that portion of a Street/Road which is improved for use by cars and pedestrians;
- w) “*Security*” means the Security defined under the Section entitled **Security** of this Agreement;
- x) “*Street*” means a highway or road allowance owned by the Township or intended to be vested by registration of the M Plan or dedicated by transfer to the Township, and includes both the travelled and untravelled portion of the Street and all shoulders and boulevards located thereon, and includes land dedicated or vested in the Township for a walkway;
- y) “*Township*” shall mean the Corporation of the Township of Amaranth, and/or its authorized employee(s) and/or development review team and/or agents;
- z) “*Township Engineer*” means a qualified Professional Engineer or Engineering Firm, registered under the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, as amended, and designated by the Township to act as the Township Engineer;
- aa) “*Township Fire Chief*” means the duly appointed Fire Chief for Township in the applicable fire service area covering the Subject Lands, which Subject Lands are as described in **Schedule “A”**. At the time of execution of this Agreement, the Grand Valley and District Fire Department is the responding Fire Department;
- bb) “*Township Solicitor*” means a qualified Lawyer or Law Firm, licensed by the Law Society of Upper Canada, and designated by the Township to act as the Township Solicitor;
- cc) “*Utilities*” means all utilities and telecommunication systems, including Hydro One and including but not limited to telecommunication cables, gas mains and television co-axial cables;
- dd) “*Works*” means all municipal works and/or services to be constructed by the Owner under this Agreement, which works and/or services shall be assumed or final accepted by the Township, pursuant to the terms of this Agreement. These municipal works and/or services are referenced and itemized on the construction drawings listed under **Schedule “E”** (List of Approved Construction Drawings for the Works) and the estimated costs of such municipal services are set out in **Schedule “H”** (Estimated of Costs of Works to be Installed by the Owner). Works also includes *Private Services* which by definition are not assumed/final accepted by the Township.

List of Schedules to this Agreement

2. The following schedules are attached to the paper version of this Agreement and form part of this Agreement:

Schedule “A”	Description of Subject Lands
Schedule “B”	Plan of Subdivision

NTD: This Agreement uses the Draft M Plan dated June 15, 2021. Prior to execution of the Agreement, it is necessary for the Township to review and confirm the M Plan including checking the block numbering, together with modifications of the conditions of draft plan approval, including the M Plan.

Schedule “C”	Conditions of Draft Approval
Schedule “D”	Transfers/Dedications of Lands and Easements
Schedule “E”	List of Approved Construction Drawings for the Works
Schedule “F”	Master Grading Plan
Schedule “G”	Financial Obligations of the Owner
Schedule “H”	Estimated Cost of Works to be Installed by the Owner
Schedule “I”	Purchaser’s Acknowledgement
Schedule “J”	Progress and Completion
Schedule “K”	Statutory Declarations (K-1 and K-2)
Schedule “L”	Form of Letter of Credit
Schedule “M”	List of Approved Model Home(s) Drawings
Schedule “N”	Fire Department Requirements
Schedule “M”	Subdivision (Pre-Servicing) Agreement

Subject Lands and Plan of Subdivision

3. The Subject Lands set out in **Schedule “A”** hereto are subject to the terms, provisions and obligations of this Agreement. The Owner specifically consents to the registration of this Agreement on title to the Subject Lands. The Plan is as set out in **Schedule “B”** attached hereto and forming part of this Agreement. Should the Owner require, prior to final approval, any further redline revisions to **Schedule “B”** not specifically referenced in this Agreement, then the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement. Should the Owner request any amendments to the Conditions of Draft Approval, attached hereto as **Schedule “C”**, the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement. The Owner expressly agrees that should it undertake any Works authorized under this Agreement prior to final approval of the Plan, that such undertaking is completely at its own risk and should final approval not be granted that the Security may be utilized by the Township to restore the Subject Lands to their prior state. The foregoing sentence does not authorize proceeding with Works that require approvals from other agencies and/or building permits and/or the lifting of the Zoning By-law hold unless those other approvals are also issued and/or granted.

Execution and Registration

4. Before this Agreement is executed by the Township, the Owner shall have:
- (a) executed and delivered at least four copies of this Agreement to the Township;
 - (b) delivered to the Township the cash and security under the Section entitled **Security** and **Schedule “G”** of this Agreement, including ensuring that its developer account is in good standing to the satisfaction of the Township. Should the Township agree to a payment plan to satisfy the developer account, it is specifically agreed that such developer account shall be in good standing prior to final approval being granted. It is acknowledged that the Owner may for the estimated costs of the Works limit its deposit of security under the Section entitled **Security** and **Schedule “G” section 2 a.** of this Agreement to preservicing Works only with the remainder to be paid in accordance with paragraph 4 (f) below;
 - (c) delivered to the Township the certificate of insurance as required under the Section entitled **Insurance** of this Agreement;
 - (d) approval of the detailed engineering submission as \this Agreement subject to the satisfaction of the Township Engineer, and upon such satisfaction may, in their discretion authorize the preparation, installation and/or completion of such Works, subject to other approvals; and,
 - (e) made payment of all municipal tax arrears, if any, against the Subject Lands;

Secondly, prior to final approval of the Plan being granted by the Township, the Owner shall have:

- (f) make any deferred payments agreed to under the Section entitled **Security** and **Schedule “G”** of this Agreement, including ensuring that its developer account is in good standing and fully paid. It is expressly agreed that should these monetary provisions not be satisfied that the Owner shall not request the granting of final approval;
- (g) ensured that the land uses proposed within the Plan conform to the Township’s Comprehensive Zoning By-law as amended, including site specific Zoning By-law 32-2019;
- (h) provided to the Township a certificate from an Ontario Land Surveyor that the Lot frontage and area of each Lot are in compliance with the requirements of the Township’s Comprehensive Zoning By-law as amended, including site specific Zoning By-law 32-2019;
- (i) prepared all transfers/deeds required to be registered under this Agreement to the satisfaction and approval of the Township Solicitor;
- (j) prepared postponement agreement(s) of all mortgage/charges, which agreement(s) shall be to the satisfaction of the Township Solicitor;

- (k) provided a Record of Site Condition together with the required letter of reliance in favour of the Township along with such required environmental warranties and undertakings to the satisfaction of the Township Solicitor
 - (l) provided written confirmation to the Township from Hydro One, that Hydro One has agreed to the hydro servicing plans submitted for the entirety of the Plan, and that financial arrangements have been made with Hydro One to its satisfaction, including the depositing of security for the installation of the hydro facilities, without expense or obligation on the part of the Township;
 - (m) provided written confirmation from Bell, Enbridge Gas Distribution Inc. (“Enbridge Gas”), Rogers, (if such cable utility is available) and any other utilities and Canada Post, that each of them have agreed to servicing plans for the entirety of the Plan, and that financial arrangements have been made with each of them for installation of such services, without expense or obligation on the part of the Township;
 - (n) obtained and filed with the Township, approvals from the following, together with clearances from the following acknowledging their respective satisfaction with the terms of this Agreement:
 - i) Upper Grand District School Board, including confirmation to the Township that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the School Board; and,
 - ii) Dufferin-Peel Catholic District School Board, including confirmation to the Township that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the School Boards.
 - (o) delivered to the Township a copy of the Plan in a digitized electronic format acceptable to the Township;
 - (p) ensured that the Township has been advised by each respective authority as to how its applicable conditions have been satisfied, pursuant to the conditions of draft plan approval; and,
 - (q)
5. The Owner shall register at its expense on title:
- (a) the easements identified in **Schedule “D”** that are external to the Plan, if any, and to be transferred to the Township; (“external transfers”), the registration of which shall be prior to the approval being endorsed;
 - (b) Plan as set out in **Schedule “B”** on title to the Subject Lands contained within **Schedule “A”** within thirty days of the Township’s approval being endorsed on the Plan;

- (c) this Agreement on title to every Lot and Block of Plan within ten days of registration of Plan and prior to the lifting of the Township's Inhibiting Order and the transfer of any Lot and Block of Plan;
- (d) the restrictive covenant re grading on each lot together with the other restrictions/restrictive covenants as set out in paragraph 76 and 121 c);
- (e) the transfer of the lands and easement(s) identified in **Schedule "D"** that are to be transferred to the Township ("internal transfers");
- (f) postponement agreement(s), (attached to Application General(s)), postponing mortgage/charges on the Subject Lands in accordance with the provisions of paragraphs 6 and 7 of this Agreement; and

The Owner shall also cooperate in the registration of the Township's Inhibiting Order on the Subject Lands.

6. The Owner shall obtain postponement agreement(s) from each Mortgagee, which agreement(s) shall include the following terms:
 - (a) acknowledgement that the Mortgagee has been provided with a copy of this Agreement;
 - (b) postponement of any registered mortgage or charge to this Agreement as if this Agreement had been registered prior to the mortgage being registered on the Subject Lands, including postponement of all of the Mortgagee's rights, title and interest in the Subject Lands to the rights of the Township pursuant to this Agreement;
 - (c) consent to register this Agreement and the postponement agreement on title to the Subject Lands, and such registration shall be in either electronic format as required by the Land Titles Division of the Lands Registry Office for Dufferin. In addition, the Owner agrees to provide a true paper copy of the postponement agreement to the Township.

In the event a Mortgagee enters into possession of the Subject Lands pursuant to the default provisions of its mortgage with the Owner, the Mortgagee shall be bound by each and every term, provision and condition of this Agreement.

7. The Owner's registration of this Agreement, the other required agreements, easements, restrictive covenant, and transfers with or in favour of the Township shall be free and clear of all mortgages and charges (or such charges shall be postponed in favour of the Township as set out in paragraph 6 of this Agreement to the satisfaction of the Township Solicitor) and shall be registered in a form satisfactory to the Township Solicitor. Such registration shall be in an electronic format as required by the Land Titles Division of the Lands Registry Office for Dufferin.
8. As registration is in an electronic format, the Owner acknowledges and agrees that:
 - (a) some or all of the **Schedules** that are attached to and forming part of the paper

version of this Agreement, may not be attached and form part of the electronic Notice of this Agreement;

- (b) the Owner authorizes its representative to signify its approval of the Notice of this Agreement for electronic registration;
 - (c) the electronic version of the Notice of Agreement, by its nature, shall not include the signatures of the Owner or its corporate officers and directors, as the case may be; and,
 - (d) the Owner for itself, its successors, and assigns on title to the Subject Lands shall be bound by the electronic registered version of the Notice of this Agreement;
9. The Owner's solicitor shall provide to the Township a lawyer's certificate of title and registration to certify to the Township, in a form satisfactory to the Township Solicitor, that the electronic version and the paper version of this Agreement have been entered into/authorized by the registered Owner of the Subject Lands and that this Agreement has been registered, as required herein, on title to the Subject Lands. Such certificate of title shall be the minimum evidence of completion of such registration by the Owner where completion of such registration is a requirement of this Agreement. The lawyer's certificate of title shall be provided to the Township within thirty days of such registration.
10. This Agreement shall be enforceable by and against the Owner(s) jointly and severally, their heirs, executors, administrators, successors, and permitted assigns. This Agreement and all of the covenants by the Owner in this Agreement contained shall run with the Subject Lands for the benefit of the Township and the land or interest in land owned or to be owned by the Township upon the registration of a plan of subdivision in respect of the Subject Lands.
11. The Owner shall deposit mylars of the registered Plan of Subdivision with the Township and provide the Township with computerized information in a format satisfactory to the Township which unless otherwise requested shall be in Autocad and pdf formats and shall include information for inputting into the Township GIS system.

Required Standards of Performance

12. The Owner covenants and agrees that all Works and undertakings required to be carried out under the terms, obligations and requirements of this Agreement shall be in conformity with:
- a) The provisions of this Agreement;
 - b) All plans, documents, reports and recommendations submitted to and approved by the following:
 - i) Ministry of the Environment, Conservation and Parks ("MECP");

- ii) County of Dufferin Building Department;
 - iii) GRCA;
 - iv) Hydro One;
 - v) Canada Post;
 - vi) Bell;
 - vii) Enbridge Gas;
 - viii) Rogers, if applicable;
 - ix) Any other applicable utilities;
 - x) Dufferin-Peel Catholic District School Board;
 - xi) Upper Grand District School Board; and,
 - xii) The Township;
- c) All applicable Provincial legislation and the By-laws of the Township; and,
 - d) All applicable Federal legislation.
13. A copy of the executed Subdivision Agreement shall be provided by the Owner to the GRCA, Dufferin-Peel Catholic District School Board, Upper Grand District School Board, Canada Post, Hydro One and other utilities to facilitate the clearance of conditions.
14. The Owner agrees and acknowledges that it has made representations to the Township that all Works required under this Agreement shall be completed in accordance with the plans approved by the Township Engineer, and the Township has entered into this Agreement in specific reliance upon those representations. The Owner further agrees that, unless otherwise specified in writing by the Township, no Works shall be commenced on the Subject Lands until this Agreement has been executed by both the Owner and the Township, unless otherwise agreed to by the Township in writing through a Subdivision (Pre-Servicing) Agreement.
15. The Owner shall design and construct all grading, drainage and servicing under the Township's jurisdiction to the satisfaction of the Township including the Township Engineer.

Transfers/Dedications of Land and Easements

16. All land and easements to be transferred/dedicated to the Township as set out in **Schedule "D"** hereto, are to be transferred/dedicated gratuitously. All lands and easements to be transferred/dedicated to any public authority or utility, including the Township, GRCA, Rogers (if applicable), Enbridge, Hydro One, or Bell, as required,

are to be free and clear of all encumbrances. The Owner shall, prior to registration of such transfers/deeds, provide to the Township Solicitor for approval, a draft, in paper, of each required transfer. The Owner shall also provide satisfactory evidence to the Township that there are no tax arrears for such lands. The Owner shall provide such environmental warranties and undertakings as may be required to the satisfaction of the Township Solicitor for any lands being transferred to the Township. After each draft transfer has been reviewed and approved by the Township Solicitor, the Owner's solicitor shall, with the participation of the Township Solicitor, register the required transfer(s) (either prior to or after the registration of this Agreement, as may be required under **Schedule "D"**). Following registration of the required transfer(s), the Owner's solicitor shall provide his or her certificate of title in a form satisfactory to the Township Solicitor regarding the registration of the transfer(s). Such certificate shall be the minimum evidence of completion of such registration by the Owner where completion of such registration is a requirement of this Agreement. The lawyer's certificate shall be provided to the Township within thirty days of such registration.

17. It is acknowledged that the Township is not obligated to accept any lands until it is satisfied that the land is environmentally suitable for its proposed use and certified as such, should the Township so require, by the Owner's Consulting Engineer (or equivalent), in accordance with the guidelines of the MECP or such other guidelines as the Township may require, including providing a Record of Site Condition certifying that the Subject Lands are suitable for their proposed uses. A letter of reliance in favour of the Township from the engineering firm providing such supporting environmental reports relied upon to satisfy this paragraph shall be provided to the satisfaction of the Township Solicitor. Further, subsequent to the Township accepting the dedication of lands under the Agreement, should environmental contamination be uncovered on such lands during the performance of the Owner's obligations under this Agreement, including the construction and installation of the Works, the Owner acknowledges and agrees that the Owner shall be responsible for the environmental remediation of such lands at its own expense. Paragraph 17 shall apply to all the lands referenced in paragraphs 18 to 25 inclusive including the lands referenced in **Schedule "D"**.
18. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Block 75 as partial satisfaction of its obligations under Section 51.1 of the *Planning Act*. Such dedication shall be to the satisfaction of the Township Solicitor. As Block 75 is less than 5% of the area of the Plan of Subdivision, the Owner shall be required to pay cash-in-lieu of parkland dedication to satisfy the remainder of its obligations under Section 51.1 of the *Planning Act*. The Owner and Township have agreed that the amount of \$140,880.00 shall be paid to the Township prior to execution of this Agreement to satisfy cash-in-lieu. Should such payment not be made within 2022, then it is agreed that such valuation shall be increased using the Consumer Price Index from September 6, 2022 onward, and such revised valuation shall be amount due and owing to the Township. It is acknowledged that the aforementioned land dedication and payment satisfy the Owner's obligations under Section 51.1 of the *Planning Act*. It is further agreed that that the Owner specifically waives any appeal rights that it may have had under the *Planning Act* with respect to the amount of the cash-in-lieu payment and/or with respect to any

voluntary improvements the Owner is contributing to and/or making to the parkland on Block 75. The Owner specifically releases any and other claims that the Owner may or may have had with respect to parkland obligations, including the improvements thereon.

19. The Owner agrees to dedicate gratuitously to the Township, free and clear of any encumbrances, Blocks 79 and 80 for road widening purposes and Blocks 81 to 94 inclusive as 0.3 metre reserves, which dedications shall be to the satisfaction of the Township Solicitor. The Owner shall further dedicate gratuitously to the Township, free and clear of any encumbrances, any additional lands should same be required to implement the Plan and Conditions of Draft Approval, which dedications shall be to the satisfaction of the Township Solicitor.
20. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Block 74 (stormwater management pond and outlet), Blocks 77 and 78 (stormwater swales and servicing infrastructure) and Parts 1 to 12 inclusive on R Plan 7R-xxxx (stormwater swales). The Owner shall also cause the transfer of the easements from the Baumlisbergers as are more particularly described in **Schedule "D"** ("the Baumlisberger easements") at its cost including reimbursing the Township all costs of these transfers including the purchase price, payment against possible damages, if any, reimbursement of the Baumlisberger legal costs as set out in the Agreements of Purchase and Sale together with reimbursement to the Township of any and all costs it incurs to obtain the Baumlisberger easements. It is acknowledged that the Owner has satisfied the requirement of causing the transfer of the Baumlisberger easements to the Township.
21. All dedications shall be to the satisfaction of the Township Solicitor. Further, the Owner agrees to dedicate gratuitously any additional required access and/or drainage easements to the satisfaction of the Township and any such dedications shall be to the satisfaction of the Township Solicitor.
22. The Owner shall dedicate gratuitously all easements free and clear of any encumbrances to any public authority or utility, including, but not limited to the Township, cable, gas, hydro, or telecommunications companies, as may be required, (and with respect to cable and gas services subject to such services being available). It is recognized that these dedications are in addition to any easements that may be shown on the Plan and any such dedications shall be to the satisfaction of the Township Solicitor.
23. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Block 76 as a Future Public Road Block.
24. The road allowances included in the Draft Plan shall be shown and dedicated gratuitously as public highways by the Owner to the Township by certificate on the Plan with Road One named as Fennell Drive and Road Two named as Ewing Way. Road Three is Block 76, together with Block 100 on the adjoining Plan of Subdivision, being Registered Plan 329, as detailed on the Parcel Register for PIN 34042-0087 in Land Registry Office #7, and shall be deemed to be established as a public highway named Elmer Gordon Avenue by by-law upon the assumption by the

Township of Fennell Drive and Ewing Way, subject to any other determination that the Township may make for the timing of the establishment of Elmer Gordon Avenue.

25. The Owner shall dedicate gratuitously to the Township all lands and easements required for the water supply system which may be redlined on the Draft Plan, all of which shall be free and clear of any encumbrances. The Owner shall dedicate gratuitously to the Township the works and improvements which form the water supply system in accordance with the Township requirements for the operation, maintenance and assumption of said works, and ensure that an adequate municipal water system is in place for the subdivision, all to the satisfaction of the Township.

Signs

26. Prior to the registration of this Agreement, the Owner shall, as may be required by the Township or other authority, as the case may be, erect the following signs on the Subject Lands:
 - (a) A General Land Use Sign: A sign shall be erected near the main entrance(s) to the Subject Lands in a location to the Township's satisfaction. The dimension of the sign shall be 2.4 metres by 2.4 metres. The sign shall show the projected uses in the Subject Lands, lotting patterns, sidewalk layout, community mailbox locations as well as the uses and proposed uses of lands within 120 metres of the perimeter of the Subject Lands. The Owner shall maintain the General Land Use Sign until receiving final acceptance from the Township;
 - (b) A Park Land Sign: A sign shall be erected on the parkland being Block 75, and shall be sized and located to the Township's satisfaction, and the Owner shall maintain such sign until the park land is placed in a physical condition satisfactory to the requirements of the Township. The park shall be named by the Township to its satisfaction;
 - (c) An Utility Locate Sign: Such sign shall be located near the main entrance(s) to the Subject Lands, for the purpose of informing the public, including contractors, subcontractors and new property Owners of the necessity for calling phone numbers for information as to the location of underground utilities. Such sign shall be obtained by the Owner from the applicable utility companies and shall be installed and maintained by the Owner, at its expense, until receiving final acceptance from the Township; and,
 - (d) An Education Notice Sign(s): A sign(s) shall be erected at all major entrance(s) to the Subject Lands advising that: "Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available". These signs shall be to the specifications of the Upper Grand District School Board and Dufferin-Peel Catholic School Board's specifications, at locations determined by the Board (and at locations agreeable to the Township), and erected prior to registration. The Owner shall endeavour to obtain concurrence from the School Boards to place the required notices on one sign, rather than two separate signs.

Such sign(s) shall be installed and maintained by the Owner, at its expense, until receiving final acceptance from the Township.

27. The Owner shall affix, in a conspicuous position, on each Lot, a Lot number to the satisfaction of the Township. All such Lot numbers shall comply with the emergency number protocols in existence in the Township, including erecting the green emergency signs if so required by the County. All numbering and numeric signage shall be to the satisfaction of the Township.
28. All signs required to be erected under this Section are subject to the approval of the Township. The Owner may erect one advertising sign after the design, size and location of the sign has been approved in writing by the Township which signage shall be in accordance with the Township Sign By-law. Should the Owner seek to have additional advertising signage permission and approval is required to be sought from Township Council. The advertising sign erected by the Owner shall be removed by the Owner at the earliest of the three following dates:
 - a) the date on which any model home(s) of the Owner is sold;
 - b) the date on which any model home(s) of the Owner is occupied as a residence; and,
 - c) any date that the Township directs.

The erection, alteration, maintenance and removal of each sign shall be carried out by the Owner.

29. In the event that any uses of the Subject Lands shown on any sign are changed, or in the event that any of the Subject Lands is reconfigured, the Owner shall make appropriate changes on the signs to reflect the new information within one month after approval is granted for the changed use or reconfiguration of the Subject Lands.

Plans, Maps and Benchmarks

30. The Owner shall prepare a Community Information Map which shows the Plan together with surrounding land uses that the Township may require, which Community Information Map shall be to the satisfaction of the Township, all of which is to occur prior to marketing or otherwise offering to sell any of the draft approved Lots to builders or potential homebuyers. The approved Community Information Map and the Purchaser's Acknowledgement being **Schedule "I"** shall be posted in a prominent location in the sales office, if any, and a copy of the approved Map and **Schedule "I"** shall be provided directly to potential purchasers. Further, the Owner agrees to provide the approved Community Information Map together with the Purchaser's Acknowledgement being **Schedule "I"** to and obtain execution of the Purchaser's Acknowledgement being **Schedule "I"** by each builder/homeowner together with initialization of the Community Information Map. Such documents shall be submitted as part of the filings to the Township for its clearance of the requisite building permit application.

31. The Owner shall prepare before final approval, by a qualified Consultant, a Park Development Plan for Block 75. The Park Development Plan shall include grading detail and will also include, but not be limited to, tot-lot playground equipment and benches, a field sport area, pedestrian access which shall include a walkway across Block 74 to facilitate public access to the park from Station Street, fencing, landscaping, grassing and/or sodding, lighting and amenities, including park equipment. Recommendations for the development of the plan shall be implemented at the Owner's expense to the satisfaction of the Township. In preparing the parkland play equipment and park furniture layout shown on the Park Development Plan, the Owner shall consult with Access Dufferin and incorporate their comments into the proposed layout. The Park Development Plan, and the improvements shall all be to the satisfaction of the Township.
32. The Owner shall prepare an R Plan deposited in the Land Registry Office describing the Stormwater Easements as follows: Rear of Lots 32 to 34 (Parts 1 to 3) together with Rear of Lots 56 to 59 (Parts 9 to 12) and Rear of Lots 35 to 36 (Parts 4 to 5) and Rear of Lots 50 to 52 (Parts 6 to 8) respectively on R Plan 7R-xxxx (stormwater swales).

Fees and Expenses to be Paid by the Owner

33. The Owner shall pay to the Township a Subdivision agreement fee in the amount of \$2,000.00. The Owner shall also make cash payments for the additional matters as set out in Section 1 of **Schedule "G"** as cash payments and shall make total payment of those sums prior to the execution of this Agreement by the Township. The cash payments shall be received and retained by the Township for its municipal purposes.
34. The Owner acknowledges having been advised that, pursuant to Section 69 of the *Planning Act*, the Owner shall be required to pay processing fees to the Township for each final approval of this Subdivision, in accordance with the Township's by-laws, as amended from time to time. Fees shall also be required by the Township for each application to extend Draft Approval and for major revisions to the Draft Plan or conditions.
35. The Owner shall pay to the Township all fees as set out in **Schedule "G"** including the fees for the Detailed Plot Plan review, Lot grading and inspection, architectural control review, driveway entrance, water connection Fee, water service commencement contribution fee and water meter fee, (if water meter installation is required by the Township).
36. The Owner agrees to pay all Township, County of Dufferin and GRCA fees, charges, levies as may be required for the development.
37. The Owner shall also pay such reasonable fees as may be invoiced to the Township by the Township Solicitor, the Township Engineer and/or any outside consultants, (collectively "the Township development review team") in connection with the review of the matters set out in this Agreement, review of the Works, approval of the Development, registration of this Agreement, and the preparation, processing, review and completion of the terms of this Agreement or any other supplementary agreements

required to facilitate the Works and development of the Plan. Such fees shall include those in respect of any on-site or field inspections undertaken by the Township Engineer. The Owner shall make the required deposits under this Agreement.

38. In the event that the Township deems it necessary to retain the services of additional outside consultant(s), (that is, consultant(s) not in the permanent employ of the Township), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on-site inspections of the work performed, the Township shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner.
39. All expenses for which demand for payment has been made by the Township shall bear interest commencing THIRTY (30) days after such demand has been made at the rate set out in the Section entitled **Interest** of this Agreement.
40. The Owner shall also pay the costs invoiced to it for providing 'as constructed' engineering drawings as well as any necessary documentation to permit the inclusion and inputting of the Works into the Township's GIS system.
41. Every provision of this Agreement that the Owner is obligated to perform or carry out in any way shall be deemed to include the words "at the expense of the Owner" unless such provision expressly provides to the contrary.

Security

42. The Security for purposes of this Agreement includes all deposits/letter of credit(s) held by the Township, but excludes fees, levies, charges, development charges, and cash-in-lieu of parkland payments.
43. The Owner agrees to deposit with the Township, at the time of its execution of this Agreement and prior to the execution of this Agreement by the Township, Security in an amount which is one hundred and twenty five per cent (125%) of the estimated costs of the Works to be installed by the Owner as set out or referred to in **Schedule "H"**. The amount of the required Security is specified in **Schedule "G"**. It is agreed and acknowledged at the time of execution of the Agreement that the Owner may deposit 25% of the total estimated cost, including consulting engineering fees and maintenance fees, for preservicing Works to be installed by the Owner in accordance with this Agreement which amount shall be to the satisfaction of the Township Treasurer and Township Engineer. Such preservicing Works are limited to those internal to the Subject Lands save and except for any minor external preservicing Works permitted by the Township Engineer in its sole discretion and any such external preservicing Works permitted are subject to the 125% deposit. Prior to the Owner's request for final approval, and the Owner proceeding beyond preservicing Works, all amounts of the required Security as specified in Schedule "G" shall be deposited with the Township to the satisfaction of the Township Treasurer and Township Engineer. Should such additional deferred sums not be deposited, it is acknowledged that the Owner shall not request the granting of final approval. It is acknowledged that Owner may request a reduction of the quantum of the amount of the total estimated cost, including consulting

engineering fees and maintenance fees, of the Works depending on the amount of the the preservicing Works installed to the date of the granting of final approval, and said quantum may be reduced by the Township Engineer in its discretion pursuant to paragraph 50 of this Agreement. The required Security shall be paid in cash or in the form of an irrevocable letter of credit(s) issued by a financial institution in the form as set out in **Schedule “L”** which institution and form of the letter of credit shall be satisfactory to the Township’s Treasurer and Township Solicitor, and such monies is collectively referred to in this Agreement as the “Security”. Should such Security be in the form of letter(s) of credit, such letter(s) of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Owner shall keep the letter(s) of credit in full force and in effect and the same shall be renewed from time to time until the Township determines that such Security is no longer required. Upon the Township making such a determination, the unspent portion of the Security shall be returned to the Owner without interest. Such determination shall be in the Township’s sole discretion.

44. The Security is required to secure:
 - (a) completion of the Works by the Owner in conformity with the provisions of this Agreement; and,
 - (b) performance of all other obligations of the Owner under this Agreement.
45. The Township reserves the right to require the quantum of the Security to be augmented by the Owner, should the Township, in its sole discretion, determine that the quantum secured is insufficient for the required purposes set out in this Agreement. Should the tender of the water storage upgrade costs as required under paragraph 122 and as quantified in **Schedule “H”** including the contingencies and engineering costs being insufficient, the Township, in its sole discretion, acting reasonably, may require augmentation of the Security.
46. The Owner agrees that the Security constitutes earnest money to ensure performance of this Agreement in the event of breach of this Agreement by the Owner, but provision of such Security does not limit the Owner’s liability should damages resulting from the Owner’s breach exceed the value of the Security. Security received and held by the Township in accordance with this Agreement may be applied and used by the Township to address not only the matters for which the Security is expressly required, but may also be applied and used by the Township in accordance with the remedial provisions of this Agreement to any other matter, expense or obligation of the Owner. Should such Security be applied and used against any other matter, expense or obligation of the Owner, it is agreed that such Security is deemed to be expressly received for such purpose. Prior to use of the Security, it is agreed and acknowledged that the Owner shall receive notice in accordance with the provisions of this Agreement.
47. In the event that the Owner, in the opinion of the Township, breaches any provision of this Agreement, the Owner agrees that the Township, through its employees, the Township development review team, together with its agents or contractors, may in its sole discretion, draw upon and utilize the Security to perform any obligations of the

Owner pursuant to this Agreement or to redress any harm or damages that have or may occur from the breach, provided the Township has given the Owner written notice of such breach and SEVEN calendar days have elapsed since such written notice has been provided, without steps satisfactory to the Township to redress the breach, having been taken by the Owner. The Owner hereby expressly consents to such entry by the Township's employees, the Township development review team, contractors or agents.

48. Where, in the opinion of the Township, any damage to any property has been caused directly or indirectly, by any Works or other activities carried out by the Owner under the provisions of this Agreement, or by reason of any default or breach by the Owner under the provisions of this Agreement, the Township has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Township within SEVEN calendar days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to pay such account, the Township may draw upon the Security.
49. Use of the Security by the Township shall not relieve the Owner of any of its obligations pursuant to this Agreement.
50. Subject to the Owner's obligations being in good standing, the Security required by the provisions of this section shall be reduced in amount from time to time at the sole discretion of the Township following receipt satisfactory to the Township, of a progress certificate from the Consulting Engineer and proof of payment to the contractor(s), in respect of the Works covered by the said Security; together with an executed statutory declaration in the form of **Schedule "K-1"** or such other documentation acceptable to the Township Solicitor. In no case shall the amount of the Security be reduced to less than an amount equivalent to one hundred and twenty five percent (125%) of the cost of the incomplete works as estimated by the Township Engineer, plus twenty percent (20%) of the estimated cost of the completed Works as set forth in **Schedule "H"** or \$20,000.00, whichever amount is greater.
51. The Owner shall deposit and maintain with the Township a cash deposit in the amount of \$30,000.00 to be drawn on to reimburse the invoices rendered by the Township development review team, together with any outside consultants, pursuant to the provisions of the Section **Fees and Expenses to be Paid by the Owner**, from time to time, and such deposit shall be replenished from time to time as required by the Township Treasurer. In the event that the expenses of the Township exceed the amount of the deposit, the Township shall demand payment from the Owner. Should the Owner fail to make such payment within THIRTY (30) days of such demand, the Township may draw on the Security without notice to the Owner. Subsequent to the Township development review team advising the Township that their respective files have been closed on this matter, and subject to all invoices having been paid, and all other financial matters being in good standing, the Township shall remit remaining monies of the replenished deposit, if any, to the Owner. It is the Owner's obligation to make such requests for the return of any remaining monies of the above deposits at the appropriate time, and should such requests not be made, the Township may retain such deposits.

52. As part of the security, the Owner shall also provide the additional deposits as set out in Section 2 of **Schedule “G”** to be used for those purposes as set out in this Agreement, and which may at the Township’s sole discretion be used to satisfy other obligations of the Owner that remain outstanding. In addition, the other Security held may be drawn upon by the Township to satisfy any of the obligations of the Owner that remain outstanding for any of the purposes as set out in the deposits. It is the Owner’s obligation to request the return of any remaining monies of any of the deposits at the appropriate time, and should such request not be made, the Township may retain such deposit(s). It is specifically noted that the purpose of the Lot Grading Deposit is to provide Security for the grading of each of the Lot(s), the certification of the preliminary and final grading of each of the Lot(s), and the inspection of such grading, remediation and repair of the grading and installation of such surfacing as may be necessary as part of the repairs (e.g. sodding). Should the Lot Grading Deposit be insufficient as Security for any of these purposes, nothing herein shall limit the Township’s authority to use any other securities held pursuant to this Agreement to deal with these matters. Any part of the Lot Grading Deposit remaining, if any, shall not be returned to the Owner until certification of the final lot grading of all of the Lots within the Plan.
53. The Owner agrees to maintain its account in good standing with the Township for reimbursement to the Township of expenses incurred by the Township for the Township development review team to obtain approval, review, processing, registration and implementation of this Plan and the terms of this Agreement.

Interest

54. Interest at the prime rate of the Bank of Canada, plus 2% adjusted quarterly, accrues and shall be paid by the Owner to the Township from and after the expiration of THIRTY (30) days from the date when any sum becomes due and payable by the Owner to the Township under the provisions of this Agreement. This provision does not apply to arrears of realty taxes, local improvements and other municipal and non-municipal levies of local or general application, which have their own provisions in respect of interest on arrears.

Development Charges

55. The Owner agrees to pay all Township and County of Dufferin development charges as may be required for the development. In addition, the Owner acknowledges having been advised that Development Charges and fees of the respective School Boards are payable in accordance with their respective Development Charge Requirements.
56. The Owner further acknowledges that it is required, at the time of the issuance of a building permit by the Township (or its delegate) for residential land within the Subject Lands to pay such development charges as may be levied by Development Charges By-laws authorized by the *Development Charges Act*, S.O. 1997, as amended. Should the Township, in its sole discretion, determine that variance of the timing of the payment of development charges is required, the Owner shall enter into a Development Charges Agreement with the Township. Such Agreement shall be executed by the Owner prior to the Owner transferring any lots in the Subject Lands. Notwithstanding section 27(2)

of the *Development Charges Act, 1997*, the rate of Development Charge is subject to change prior to building permit issuance and the Owner shall pay, at the time of building permit issuance, any shortfall in the development charge due to a change in rate, indexing or any other changes. Pursuant to section 59(4) of the *Development Charges Act, 1997*, the Owner agrees to advise those persons who first purchase Lots within the Plan, prior to the transfer of those lots, of all development charges related to the development, unless the development charges have already been paid OR unless the Agreement of Purchase and Sale for the said Lot(s) specifies that the Owner shall deliver a building permit and shall be responsible for the payment of the development charges. Any other costs or charges identified in this Agreement as payable by the Owner shall be in addition to and not in lieu of the Owner's liability under the *Development Charges Act, 1997* and the Township's by-laws enacted thereunder. The Owner hereby waives claims for credits, if any, against development charges payable herein, and further releases and forever discharges the Township from such claims, if any.

Engineering Services

57. The Owner shall have engaged the services of a qualified Professional Engineer ("the Consulting Engineer") registered under the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, to perform all required engineering services related to the Owner's development of the Subject Lands, subject to the approval thereof by the Township Engineer. The Owner shall provide to the Township the full name, address, telephone and fax numbers and email address of the Consulting Engineer so retained.
58. The Owner agrees that before any of the Works described under **Schedule "E"** are commenced or any contracts for such Works are entered into, such engineering services shall, in accordance with the standards and policies of the Township, include, (but not be limited to) the following services:
 - (a) the calling of tenders;
 - (b) analysis of bids including recommendation(s) to the Owner;
 - (c) application to the MECP for all required permits and approvals, save and except for any water supply permits and approvals being handled by the Township Engineer as set out in this Agreement;
 - (d) application for other permits required to construct the Works required by this Agreement;
 - (e) setting out the work;
 - (f) full time construction inspection and quality assurance all in accordance with the plans and specifications of the Works, to the satisfaction of the Township; and,
 - (g) preparation of progress certificates.
59. The Owner covenants to the Township that:

- (a) the Works shall be carried out in accordance with the approved construction drawings and specifications and all other relevant provisions of this Agreement;
 - (b) all Works described in this Agreement are subject to the prior approval of the Township Engineer;
 - (c) the Consulting Engineer, shall provide to the Township, at the expense of the Owner:
 - (i) prior to the commencement of the Works – a copy of the approved construction drawings in a digitized electronic format acceptable to the Township; and,
 - (ii) within six (6) months of completion of the Works – “as constructed” drawings in a manner consistent with the requirements under this Agreement for “as constructed” drawings in a digitized electronic format acceptable to the Township, as well as inspection field records and reports of the constructed Works; and,
 - (iii) shall provide all necessary documentation to permit the inclusion and inputting of this Plan into the Township’s GIS system, including payment of any invoices incurred by the Township for preparation of such inclusion and inputting.
 - (d) on completion of the Works, the Consulting Engineer shall, at the expense of the Owner, certify to the GRCA in writing that the Works have been constructed in accordance with all plans, reports and specifications, as approved by the GRCA; and
 - (e) its Consulting Engineer is authorized to act as the Owner’s representative to the Township, including the submission of all engineering services and matters subject to the review and/or approval of the Township, and the Consulting Engineer is authorized to receive on behalf of the Owner, all directions, approvals and requirements of the Township with respect to engineering services.
60. The Owner shall not commence construction of any Works pursuant to this Agreement prior to the satisfaction of paragraphs 4 to 7 and paragraph 9 of this Agreement, unless otherwise authorized by the Township. The Owner shall not commence construction of those Works pursuant to this Agreement requiring a related Environmental Compliance Approval from the MECP, subject to paragraph 90 of this Agreement, and/or requiring approvals by other authorit(ies) prior to the issuance of a related Environmental Compliance Approval from the MECP and/or the issuance of the required approvals by other authorit(ies) for those Works.
61. The Owner shall not commence pre-grading of the Subject Lands or construction of any Works until it has ensured that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act, 1997* in carrying out said activities. This obligation is a continuing obligation, including the pre-grading and works previously authorized under **Schedule “M”**, being the Subdivision (Pre-Servicing) Agreement.

Reports

62. Where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:
- a) carry out, or cause to be carried out, the study, reply or plan, at the Owner's expense, prior to final approval of the Plan except in those circumstances that may be specifically authorized by the approving agency(s);
 - b) carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to final approval of the Plan except in those circumstances that may be specifically authorized by the approving agency(s).
63. The Owner agrees to have prepared, by a qualified Engineer, and submitted to the Township for approval, a detailed Engineering Submission. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the applicable legislation, including any applicable Class Environmental Assessments and the Owner must provide documentation to confirm compliance with same. The Engineering Submission shall be incorporated as part of the approved drawings under the Subdivision (Comprehensive) Agreement and shall be completed and approved prior to the execution of the Subdivision (Comprehensive) Agreement, and prior to final approval of the Plan.
64. The Owner agrees to have prepared, by a qualified Consulting Engineer(s) or other professionals as noted below, and submitted to the Township for approval, the following reports, based on Terms of Reference, as approved by the Township. The Reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports shall be implemented in the detailed design process to the satisfaction of the Township. All reports and studies shall be to the satisfaction of the Township together with any other public body as noted below. All reports and studies must substantially conform to the Plan being **Schedule "B"**. Recommendations from these reports, as amended or modified to the satisfaction of the Township, must be implemented to the satisfaction of the Township.
- a) A *Functional Grading and Stormwater Management Report* to the satisfaction of the Township and GRCA. The Report will describe, in detail, the means whereby stormwater will be conducted from the site to a receiving body, and also the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Report shall also assess water balance and infiltration, other than soakaway pits which are not acceptable to the Township and which shall not be included as part of the design, to deal with stormwater management. The Report shall also address measures to minimize the long term maintenance of the stormwater facilities while ensuring that the stormwater management facilities function appropriately. The Owner shall acknowledge that the monies in the amount of \$50,000.00 shall be deposited

with the Township as contribution to the long term maintenance of the stormwater facilities. The Report shall include fencing the property lines of any stormwater management facility that border residential lots, together with any other fencing of the facility as the Township may require, as well as including a planting or landscaping plan for the stormwater management facility.

The Owner shall agree that all facilities for stormwater management purposes, including the infiltration facilities, if any, shall be operational, or otherwise secured, to the satisfaction of the GRCA and the Township, prior to the issuance of final approval.

In addition, the Owner shall obtain the appropriate permits from the GRCA, pursuant to Ontario Regulation 150/06 (the Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) for any works within the Regulation limit;

- b) *A Siltation, Sedimentation and Erosion Control Report* which may be included in the Stormwater Management Report as part of the detailed design to provide recommendations for the control, maintenance and monitoring of sediment and to address erosion control issues specific to the Draft Plan, to the satisfaction of the Township and GRCA;
- c) *A Geotechnical Report* to the satisfaction of the Township and GRCA to address any potential impact to groundwater as a result of servicing, including any requirements for dewatering during construction, provide recommendations for the pavement design of internal roads, including the entirety of Road Three, and requirements for subdrains and design information for building foundations;
- d) *An Environmental Management Plan* incorporating a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement through appropriate plans or other measures to the satisfaction of the Township.
- e) *An Environmental Site Assessment and Remediation Report.* The Owner acknowledges and agrees that ensuring the suitability of land for its proposed uses is the Owner's responsibility. The Owner shall retain a Qualified Person (QP) as defined in Ontario Regulation 153/04 to prepare and submit a Phase 1 Environmental Site Assessment (and any other Phases required) to assess the Subject Lands, including any lands to be conveyed to the Township, in order to ensure that the subdivision lands and any lands to be conveyed to the Township are free of contamination. If contamination is found, the Qualified Person shall determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the final approval of the Phase 1 a Qualified Person shall certify that all subdivision lands and the lands to be conveyed to the Township are free of contamination. Prior to the final

approval of Plan and prior to the Township accepting any real property interests the Owner shall: i) Submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the Subject Lands, including any lands to be conveyed to the Township; ii) a letter of reliance on the environmental assessment reports from the authors of the reports in favour of the Township to the satisfaction of the Township Solicitor; iii) the proposed remedial action plan to the satisfaction of the Township Engineer if any contamination is found; iv) Complete any necessary remediation work in accordance with the accepted remedial action plan; v) submit certification from a Qualified Person that the Subject Lands and any lands to be conveyed to the Township meet the Site Condition Standards of the intended land use; and vi) File a Record of Site Condition (RSC) on the Provincial Environmental Registry for the Subject Lands including any lands to be conveyed to the Township. It is acknowledged that the above provisions of this subparagraph have been satisfied by: i) the provision of a Phase One Environmental Site Assessment Report dated August 15, 2016 and a Phase Two Environmental Site Assessment Report dated October 4, 2016 both prepared by Terraprobe, together with a letter of reliance to the Township from Terraprobe dated August 27, 2021, and ii) the provision to the Township of a copy of the Record of Site Condition #223218. In addition to the foregoing, prior to the registration of the Plan, the Owner shall provide such environmental warranties and undertakings to the satisfaction of the Township Solicitor together with the ongoing obligations of the Owner as detailed in paragraph 17.

- f) A *Wastewater Report* which shall detail the planned servicing of the Plan. This report shall include a monitoring program for adjacent wells and the details of the design of the private septic systems for the development, to the satisfaction of the Township and GRCA. The Owner agrees that the servicing of the development for wastewater treatment is by privately owned means by private owners, with each Lot being serviced by an individual septic system, and such servicing is not through public means, and such systems shall be designed by a septic system specialist in accordance with all applicable law, including the *Building Code Act*.
- g) *Water Supply Servicing Report* which shall detail the planned water supply servicing of the Plan, to the satisfaction of the Township Engineer. This report shall include design and specifications for the following:
1. Connections to existing water supply wells;
 2. Looping the watermain along Station Street;
 3. Pump house structure and associated electrical supply and equipment, if any;
 4. Proposed treatment equipment and operating procedures;
 5. Location and size of expanded water storage reservoir;
 6. Proposed location, pipe sizes and design of pressure zones for water distribution system;
 7. Appropriate performance and quality testing; and,

8. Addressing any other water supply matters that the Township Engineer may require.
 - h) Where required by this Agreement a Fill Management Plan prepared by a Qualified Professional. This requirement is in addition to the Record of Site Condition 223218 which has been provided, but does not account for fill importation which is required for the development of the Subject Lands.
65. The Owner shall carry out a heritage resource assessment of the Subject Lands and, if recommended, mitigate/salvage/excavate any significant heritage resources to the satisfaction of the Ministry of Tourism, Culture and Sport (“MTCS”). No grading or other soil disturbance shall take place on the Subject Lands prior to the letter of release from the MTCS.
66. Prior to final approval, the Owner shall have prepared a Rural Landscape Preservation and Building Design Analysis, by a qualified consultant, including provisions and guidelines for Streetscape, Landscape, Architectural, and Lighting standards for buildings and for the Plan to the satisfaction of the Township and all development and buildings being applied for shall comply with such approved provisions, guidelines and standards. It is acknowledged that Architectural Design Guidelines dated April 2021 have been submitted.
67. Prior to the final approval of the Plan, the Owner shall submit at its cost to the Township for review and approval:
 - a) Engineering drawings, including a copy of the Master Development Plan

and,
 - b) A copy of the descriptive Home Owners’ Manual which provides, amongst other matters, information regarding the characteristics of the private septic systems proposed (or constructed) on the lots and the required operations and maintenance instructions.
68. The Owner shall implement and carry out the groundwater monitoring program in accordance with the Groundwater Monitoring Program to be approved by the Township and which shall monitor those private wells along Station Street, Ninth Line, and Grandview Road, provided the homeowners request and consent to such monitoring. The Owner, and/or its consultant, shall contact the homeowners and shall provide details of such contact(s) on request by the Township.

Commencement of Works

69. The Owner shall give to the Township, a minimum of SEVEN (7) days written notice prior to the commencement of construction of any of the Works provided for under this Agreement. Should any significant work stoppage occur in the prosecution of Works, the Owner shall give to the Township prompt notice of the stoppage of such Works, and shall give SEVEN (7) days written notice prior to the re-commencement of construction of such Works.

70. The Owner shall commence the installation of all Works within the time limits prescribed in **Schedule “J”**. The Owner shall proceed diligently with construction and installation of the Works in accordance with the timetable as set out in **Schedule “J”**.
71. Upon the written application of the Owner to the Township to extend the time for completion of the said Works or any of them as set out in **Schedule “J”**, the Township, in its sole discretion, may extend the time for completion for such period of time and upon such terms and conditions as it deems reasonable.
72. Failure to meet the time limits prescribed under **Schedule “J”**, unless same are extended pursuant to the foregoing paragraph, shall be deemed to be a default by the Owner of its obligations under this Agreement. Upon such default, the Township may, upon SEVEN (7) days written notice to the Owner draw upon the Security and complete the Works.
73. For the purpose of the foregoing paragraph, the Owner shall be deemed to have commenced the Works when the Owner has actually undertaken construction and installation or completed part of the Works described in **Schedule “E”**.

Temporary Works

74. The Owner shall construct all works, which must be considered temporary to facilitate the development of the Plan to the satisfaction of the Township and any other relevant public agency. These works may include but not be limited to, emergency access, temporary cul-de-sacs, and temporary stormwater facilities.

Lot Grading

75. The Owner shall grade the Plan in accordance with the approved Master Grading Plan, attached hereto as **Schedule “F”** and the Detailed Plot Plan(s) for each Lot as approved. All such grading plans shall be prepared and submitted to the satisfaction of the Township Engineer together with satisfying the additional requirements in this Agreement for the Detailed Plot Plan(s). The Owner shall obtain all permits as may be required for all grading. Should such grading not be satisfactory, the Owner specifically agrees that the Plan shall be redlined so as to make the grading acceptable and satisfactory to the Township. The Owner agrees to design and construct all grading, drainage, and servicing under the Township’s jurisdiction to the satisfaction of the Township. The Owner further agrees and acknowledges that the present subdivision design is premised on a preliminary grading plan and that further design/lotting changes may be necessary within the Plan. It is further acknowledged by the Owner that the subdivision design for the Plan relies on grading encroachments onto 253066 9th Line. The Owner shall obtain permission for these grading works to the satisfaction of the Township. Should permission not be received the Owner shall be required to revise the grading works and associated drawings so that no encroachment is required, all to the satisfaction of the Township. Recommendations of the detailed grading plans shall be implemented to the satisfaction of the Township.

76. The Owner acknowledges and agrees that the grading of the Plan is designed to provide for appropriate stormwater management. In order to ensure that such grading remains as designed, the Owner hereby agrees to register a restrictive covenant on each Lot in favor of the Township to the satisfaction of the Township Solicitor. The restrictive covenant shall be binding on each successor in title including a homebuyer, homeowner, executors, administrators, successors and, assigns for each Lot). The restrictive covenant is in favor of the lands to be deeded to the Township pursuant to **Schedule “D”**, including the Township owned roads and the Township owned Blocks. The restrictive covenant prohibits the alteration of the grading approved on the Detailed Plot Plan for each Lot as approved by the Township and Master Grading Plan attached hereto as **Schedule “F”** without the written consent of the Township. The restrictive covenant also prohibits the discharge of roof leaders and foundation drains being directed towards the private septic system. The restrictive covenant prohibits the alteration of the drainage functions of the sump pump as installed and approved by the Chief Building Official without written authorization from the Chief Building Official.- Should such grading be altered, and/or should such roof leaders and foundation drains be directed towards the private septic system, and/or should the sump pump installation being altered without permission and should the grading and/or drainage and/or sump pump installation and/or operation not be restored to the satisfaction of the Township, the Township, its employees, Township Engineer, contractors or agents shall, on FIFTEEN (15) days’ notice in writing of its intention so to do and forthwith in cases of emergency, have the right to enter onto the said lands and, at the expense of the Owner (or successors in title), do any grading work required and further, in addition to any other remedies available to the Township, shall have the right to recover the costs by action or in like manner as municipal taxes, pursuant to the provisions of Section 446 of the *Municipal Act*, S.O. 2001, c.25, as amended. Paragraph 121 c) provides for the restrictive covenant provisions with respect to building restrictions.
77. The Owner agrees that, as the approved Master Grading Plan being **Schedule “F”** requires the importation of fill which includes topsoil onto the Subject Lands, the Owner shall provide a Fill Management Plan to the Township for approval by the Township Engineer. The Fill Management Plan shall be prepared in accordance with all in force and effect Legislation and Standards including the *Environmental Protection Act* R.S.O. 1990, c. E.19, as amended, and the regulations thereunder including O. Reg 406/19, and O. Reg. 153/04, Township Site Alteration By-laws, 65-2009 as amended by By-law 28-2014 and By-law 44-2017 and any subsequent amendments, together with the MECP Table 1: Full Depth Background Site Condition Standards for Residential/Parkland/Institutional/Industrial/Commercial/Community Property Use as amended from time to time (collectively “the Fill Legislation and Standards”). The Owner shall to the satisfaction of the Township:
- a) Comply with the recommendations of the approved Fill Management Plan and shall comply with the Fill Legislation and Standards and ensure that all fill imported onto the Subject Lands complies with the Fill Legislation and Standards;

- b) Only permit the importation of fill from source sites that have been assessed by a Qualified Person in accordance with O. Reg. 153/04.
- c) Before any fill is brought to the Subject Lands, samples are collected from the proposed fill with sufficient samples to be collected and analyzed in accordance with the Fill Legislation and Standards with the results to be equal to or lesser than the referenced standard for contaminants as set out for in the foregoing Table 1 in order for the fill to be eligible for such importation;
- d) All sampling shall be carried out under the supervision of a Qualified Person and the testing of proposed fill shall be carried out by an accredited laboratory by accredited personnel;
- e) Retain records of all testing, including the location from which samples were taken and the laboratory results. All such records shall be made available to the Township for review on request;
- f) The following shall be provided to the Township with respect to fill importation:
 - 1. Proposed haul routes for each source. The routes shall be pre -approved by the Township.
 - 2. Provide the name of the Qualified person for the Receiving Site (this is the Qualified Person for the Subject Lands). A letter from the Qualified Person shall be provided to the Township Engineer confirming they have been retained for the Subject Lands and acknowledging the requirements of paragraphs 64 h) and this paragraph 77 of this Agreement.
 - 3. The Subject Lands' Qualified Person shall review the information provided by the Source Site's Qualified Person and accept the material. Imported Fill Summary Reports shall be provided to the Township Engineer on a monthly basis summarizing the fill importation works and that it complies with the Imported Fill Report and the Fill Legislation and Standards. The Imported Fill Summary Reports shall include a summary of each source and its Qualified Person. They shall append the following information they receive from each Source Site's Qualified Person including:
 - i) Assessment of Past Uses Report
 - ii) Sampling and Analysis Plan
 - iii) Soil Characterization Report
 - vi) Excess Soil Destination Report
 - v) Documentation that each load of the excess fill reaches the pre-approved destination (in this case, the Subject Lands).

The Imported Fill Summary Reports shall be to the satisfaction of the Township Engineer. The frequency of the Imported Fill Summary Reports together with the supporting documentation of per every month is subject to change based on the Township Engineer's sole discretion.

4. Drawing GP-2 of the approved drawings as listed in **Schedule “E”** outlines requirements for fill placement. The Owner shall retain a geotechnical engineer to be on the Subject Lands during all these earthwork operations to ensure suitable fill is imported to the Lots so as to ensure they are suitable for on-site private septic systems. As required in paragraph 120 f) of this Agreement, post-grading will require a sub-surface investigation including a test pit in the actual proposed location of each leaching bed area on each Lot.
- g) Any fill deposited on the Subject Lands which does not meet the Fill Legislation and Standards shall be removed and disposed of in accordance with all applicable Fill Legislation and Standards at the Owner’s expense.
 - h) The Owner shall deposit with the Township the amount of \$200,000.00 to secure its obligations under paragraph 64 h) and this paragraph 77, and should the Owner not follow the recommendations of the approved Imported Fill Report and/or import any contaminated fill that requires removal and remediation, this foregoing deposit may be used, together with all other Security held, to comply with the foregoing paragraphs 64 h) and this paragraph 77. Upon the Township Engineer being satisfied with compliance with the foregoing paragraphs 64 h) and this paragraph 77 and so advising the Owner, the Owner shall be entitled to apply for the return of the deposit, and upon such application being made, the Township shall so return the deposit, provided all other obligations of the Owner are in good standing. It is the Owner’s obligation to make such requests for the return of any of the remaining monies of the above deposit at the appropriate time, and should such request not be made, the Township may retain such deposits.
 - i) For the purposes of this paragraph, a “Qualified Person” is: a person who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*; R.S.O. 1990, c. 28, as amended, or a person who holds a certificate of registration under the *Professional Geoscientists Act, 2000*, S.O. 2000, c. 13, as amended, and is a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario.

Erosion and Sediment Control

78. The Owner agrees with the Township to erect barrier fencing and other sediment controls as required on the Subject Lands, prior to the commencement of site works, to the satisfaction of the Township and/or GRCA, and that the same shall be maintained and remain in place until such time as directed otherwise by the Township and/or GRCA.
79. The Owner agrees with the Township to construct all works which must be considered temporary to facilitate the development of the subject property to the satisfaction of the Township and any other relevant public agency including GRCA. These works may include but shall not be limited to, emergency access, and temporary stormwater facilities.

80. The Owner agrees with the Township that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Township. The Owner further agrees there will be no stockpiling on any lands being conveyed to the Township or on any Blocks or on other adjacent lands owned by the applicant without the written approval of the Township.
81. The Owner agrees to:
- a) prepare a Siltation, Sedimentation and Erosion Control Report to provide recommendations for the control, maintenance and monitoring of sediment during construction and to address erosion control issues specified in the Plan to the satisfaction of the Township and the GRCA;
 - b) prepare detailed engineering plans for the proposed erosion and sediment controls in accordance with the approved Siltation, Sedimentation and Erosion Control Report to the satisfaction of the Township and the GRCA;
 - c) install all erosion and sediment control measures approved by the GRCA prior to site alteration or development, and maintain such measures throughout the construction process, until all disturbed areas have been re-vegetated;
 - d) provide and maintain barrier fencing or sediment control fencing, as appropriate, prior to commencement of top soil stripping or other construction activities to the satisfaction of the GRCA;
 - e) inspect and maintain all erosion and sediment control measures after each rainfall to the satisfaction of the GRCA and maintain a diary for review upon request by the GRCA;
 - f) provide copies of all such documentation to the Township and/or GRCA, if so requested, and to provide any additional inspections, maintenance, and/or erosion and sediment control measures as the Township Engineer and/or GRCA may require;
 - g) provide suitable temporary mulch and seed cover within SEVEN (7) days of the completion of a particular stage of construction for any disturbed area not scheduled for further construction within NINETY (90) days of being disturbed to the satisfaction of the Township Engineer;
 - h) re-vegetate all disturbed areas with permanent cover immediately following completion of construction and maintain ground cover to the satisfaction of the Township and the GRCA;
 - i) provide to the Township sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed to the satisfaction of the Township Treasurer which securities shall be to the satisfaction of the Township Treasurer and the GRCA and which amounts are included in **Schedule "H"**;

- j) stabilize all disturbed soil within NINETY (90) days of being disturbed, or such other period as the Township Engineer and/or the GRCA may agree to taking into account standard engineering practices of such soil being disturbed, control all noxious weeds and maintain ground cover, and to keep the lands tidy and free of debris, to the satisfaction of the Township; and,
- k) provide all dust control measures as may be required by Township Engineer.

Works Outside the Subject Lands

82. The Owner agrees that:

- a) where the Subject Lands adjoin an existing road or, where municipal services must be brought from some distance to the Subject Lands or be taken some distance to a suitable outfall, the Works herein may include works to be done outside of the Subject Lands, and in this event, such Works shall be identified in the **Schedule “E”** of this Agreement and such Works shall be carried out by the Owner in accordance with the same requirements and be subject to the same obligations in favour of the Township as provided for in this Agreement for the other Works to be carried out within the Subject Lands;
- b) where work is performed by the Owner, pursuant to this Agreement, on existing roadways outside the Subject Lands, such roadways shall be reinstated by the Owner to the satisfaction of the Township. The Owner is required to obtain all necessary road occupancy permits from the appropriate road Authority. Access shall be maintained at all times to properties abutting such roadways, subject to the following sentence, and the traveling public shall be protected. A minimum of 48 hours notice shall be provided to property owners where driveway access may be temporarily unavailable for installation of the watermain or new culverts. Disturbance is to be limited to a maximum of ONE (1) day and driveway access is to be restored before the end of the construction workday. All Works and services shall be carried out to the satisfaction of the Township All Works and services shall be carried out to the satisfaction of the Township;
- c) the Works required to be carried out by the Owner outside the Subject Lands, shall be completed according to the drawings and specifications set out under **Schedule “E”** and at such costs as may be agreed upon between the Owner and the Township under **Schedule “G”**. Said works shall be carried out specifically in accordance with the terms of this section and the terms of the section **Roadways**, in addition to the general terms and obligations of this Agreement;
- d) The Owner shall provide a construction plan for the Works on Station Street (including a commissioning plan for the watermain) and the 9th Line road Works, prior to construction to the satisfaction of the Township Engineer.

Relocation of Services

83. Where the abandonment, relocation and/or reconstruction of any existing private drains, private water services, roadways and/or utility installations is necessary by reason of the development of the Subject Lands, the Owner shall carry out such abandonment, relocation and/or reconstruction in accordance with the approved engineering drawings noted on **Schedule “E”** and pay all associated costs in accordance with **Schedule “G”**, which works and services shall be carried out satisfactory to the Township, and if an utility, to the satisfaction of the Township and the relevant utility.

Storm Water Management System

84. The Owner agrees to design and provide any and all storm water management facilities including drainage swales and required accesses and to construct all storm water management facilities, including drainage swales, including any improvements, and required accesses all to the satisfaction of the Township and the GRCA which shall include the storm water management facility located on Block 74, together with the access walkway to provide access to the Park from Station St., together with the drainage swales on the Blocks internal to the Plan, and together with any improvements required to the drainage swale on the Baumlisberger easements.
85. The Owner shall file with the Township confirmation that the List of Approved Construction Drawings for the Works as set out in **Schedule “E”** dealing with the storm management facilities, and all works and uses ancillary thereto have been reviewed and approved by the MECP and/or the GRCA and/or the Ministry of Natural Resources and Forestry as the case may be.
86. The Owner further agrees to implement the recommendations of the supporting report(s), including the storm water drainage report as may be required and/or modified by the requisite approval authorities, including GRCA and MECP and/or the Township. The terms of reference for the storm water management report shall include consideration of best management practices, including the treatment of stormwater by natural means. The report shall include a stormwater management facilities maintenance schedule, which shall be carried out by the Owner until final acceptance by the Township. The Owner shall plant and seed all stormwater management facilities, whether temporary or permanent, in accordance with the approved planting plans in order to complete such facilities to the satisfaction of the Township. Such planting and seeding shall be completed as directed by the Township. Prior to final acceptance by the Township, the Owner shall clean all stormwater management facilities to the satisfaction of the Township. The Owner shall further pay a fee in cash towards the long term maintenance of such stormwater management facilities prior to final acceptance of such stormwater management facilities, which fee is as set out in **Schedule “G”**. The Owner shall provide confirmation from GRCA that further clearances are not required from the Federal Department of Fisheries and Oceans prior to commencing any grading or construction on the Subject Lands.
87. The Owner shall carry out all required works to install storm water management facilities, and all such works and uses ancillary thereto as one of its developmental responsibilities to the requirements of and to the satisfaction of the Township and in accordance with the MECP’s approval(s) and GRCA approval(s), as applicable. Such

requirements include the installation of signage at the Owner's cost to be located at the stormwater management pond on Block 74 which signage shall identify the facility as a stormwater management facility, list the potential hazards and limitations of use, identify the purpose of the facility; include the Township's Asset ID of the facility, and include the Township contact information. The signage design, wording, number and location shall be preapproved by the Township prior to the Owner ordering and installing the sign(s). This signage is in addition to the sign listed on Drawing L9 (which drawing is listed on **Schedule "E"**).

88. The Owner shall develop the Plan, including the Works, in accordance with site, grading and drainage plans approved by GRCA in addition to the requirements of the Township. Such plans shall include the location of all proposed buildings and structures, access, site drainage, private septic systems, existing and proposed grades.
89. The Owner agrees that it shall not place or remove fill of any kind whether originating on the site or elsewhere nor alter any existing vegetation, nor in any way disturb the lands below the Fill Line or the "Regional Storm" flood line, nor alter any waterway, without the prior written approval of GRCA, pursuant to O. Regulation 150/06, as amended ("the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation").
90. Stormwater management facilities shall be approved by the MECP pursuant to Section 53 of the *Ontario Water Resources Act*, and the Owner shall obtain such approvals prior to construction of the stormwater management facilities occurring. In order to proceed in advance of such approval, the Owner shall provide an opinion letter from its Solicitor to the satisfaction of the Township Solicitor regarding the non-applicability of section 53 of the *Ontario Water Resources Act* with respect to pre-servicing activities including pregrading stormwater management facilities. The Owner is proceeding to carry out such pre-servicing activities, including pregrading stormwater management facilities, in accordance with and in reliance of said opinion at its own risk, and acknowledges that the Township is also relying on that opinion in granting such approvals, and should any issue arise regarding the construction of such preliminary stormwater management facilities and the required approvals that Section entitled **Liability of Owner and Indemnification of the Township** as set out in this Agreement shall be applicable. Prior to the connection of any stormwater management facilities subject to section 53 of the *Ontario Water Resources Act*, the Owner shall obtain and file with the Township approval of the stormwater management facilities pursuant to section 53 of the *Ontario Water Resources Act* from the MECP. Further the Owner shall provide documentation, if so requested by the Township, in relation to the Township's Consolidated Linear Infrastructure Environmental Compliance Approval if same is issued to the Township prior to final acceptance of the stormwater management works. Such documentation may include the preparation of a monitoring plan in relation to the performance of the stormwater management pond located on Block 74, together with the stormwater management works.

Roadways

91. The Owner shall construct, install, complete and name all internal Subdivision roads (hereinafter collectively referred to as “the roads”) to the satisfaction of the Township and in accordance with:
- a) Township grading requirements;
 - b) the recommendations of a geotechnical report prepared by a qualified engineer and approved by the Township;
 - c) the drawings, specifications and standards approved by and satisfactory to the Township;
 - d) the time tables contained in this Agreement as set out in **Schedule “J”**;
 - e) the approved Plan as described in **Schedule “B”**; and,
 - f) Road One shall be named as Fennell Drive; Road Two shall be named as Ewing Way and Road Three, as referenced in the following paragraph, shall be named as Elmer Gordon Avenue; and,
 - g) Roads shall be kept accessible and maintained always for emergency response vehicles. Prior to the issuance of building permit(s), the Owner shall install temporary no parking signs on one side of Fennell Drive and Ewing Way to the satisfaction of the Township, including the Township Engineer and the Township Fire Chief having jurisdiction, with such signs to be maintained and remain in place until the Township authorizes their removal in writing.
92. The Owner shall also construct at its cost a road, being Road Three, to the Township standards to the satisfaction of the Township Engineer, including meeting the requirements of the foregoing paragraph, on Block 76 together with and including constructing a road on Block 100 as shown on Registered Plan 329 -- at the Owner’s cost to provide appropriate road linkage between the existing development and this Plan.
93. The construction of the road Works shall be supervised by the Owner’s Consulting Engineer at the Owner’s expense with required geotechnical testing, all to the satisfaction of the Township.
94. The Owner shall upgrade at its cost the portion of Station Street adjacent to the Plan, including providing a sidewalk and curbs, to the satisfaction of the Township. The Owner shall also address the condition of the concrete wall, or its removal if possible, at the corner of Station Street and 9th Line to the satisfaction of the Township. Such timing shall be as directed by the Township Engineer, and in conjunction with the timing of first release of building permits for the dwellings within the Plan. Any and all Station Street construction together with restoration shall be carried out in an expeditious manner, and subject to any directions provided by the Township Engineer, all to the satisfaction of the Township Engineer.
95. The Owner shall re-grade 9th Line in the vicinity of Road One as shown on the Plan at its cost to improve vehicular sight lines with such timing as directed by the

Township Engineer and in conjunction with the timing of first release of building permits for dwellings, all to the satisfaction of the Township Engineer. Any and all 9th Line construction together with restoration shall be carried out in an expeditious manner, and subject to any directions provided by the Township Engineer, all to the satisfaction of the Township Engineer.

96. Prior to installation of the final layer of asphalt pavement on any roadway in the Plan, the Owner shall:
 - a) wait until at least one winter (November 1 to March 30 inclusive) has passed after placement of the base asphalt;
 - b) wait until at least 80% of the dwellings, being 58 dwellings, are constructed, or as otherwise directed by the Township Engineer.
 - c) remove any base asphalt or granular base course that in the opinion of the geotechnical consultant and/or the Township Engineer has deteriorated;
 - d) remove and replace any damaged Works to the satisfaction of the Township Engineer; and
 - e) give the Township SEVEN (7) days prior notice, in writing, of its intention to install the final layer of asphalt pavement.
97. The construction of the final layer of asphalt pavement shall be undertaken and completed by the Owner in accordance with the criteria in this section, unless otherwise directed by the Township. No final layer of asphalt pavement shall be laid in any year before the first day of May or later than the first day of November. No final layer of asphalt shall be laid within 12 months of the placement of the base layer of asphalt. These criteria may be amended in writing by the Township Engineer at his/her discretion for each construction season having due consideration for seasonal variations.
98. The Owner shall provide standard pavement markings and traffic signage on all roads and at all proposed intersections within and related to the Plan to the Township's satisfaction. The Owner shall construct sidewalks on the south side of Elmer Gordon Avenue, the east and north side of Fennell Drive and the outer road allowance on Ewing Way together with installation of the street lights in locations as determined by the Township, all to the satisfaction of the Township. It is acknowledged that it is an ongoing responsibility of the Owner, including the successors in title, including the homeowner, to keep any sidewalk abutting or in front of the respective Lot free and clear of ice during the winter, and further the Owner, including the successors in title, including the homeowner, shall indemnify the Township for any accidents or claims that may be brought should there be a slip and fall or other accident arising from a failure to keep the sidewalk free and clear of ice during the winter.
99. The Owner shall provide street lighting (Light-Emitting Diode or such other lighting as the Township may direct) for the roads to the satisfaction of the Township and

shall make operational the street lighting on all roads within NINETY (90) days of the issuance of the first building permit. The street lighting shall be of similar make and model as that provided in the Grand River Estates subdivision with such similar model as the Township may approve. The Owner shall provide one spare light bulb and one spare light fixture for future replacement purposes to the Township.

100. All roads illustrated on the plan shall be designed with a 12m centre-line radius in order to accommodate school bus turning movements to the satisfaction of the Upper Grand District School Board.

Park Development

101. Block 75 shall be graded level and smooth between the adjacent lands with appropriate drainage swales as required and grassed (not sodded) with landscape plantings installed as shown on the drawings as set out in **Schedules “F” and “G”** at the Owner’s expense, all to the satisfaction of the Township Engineer. The timing of such grading, grassing and plantings shall occur in accordance with paragraph 138 b) and **Schedule “J”**. Block 75 shall be fenced in accordance with the section entitled **Fencing** and with such timing as set out in **Schedule “J”**. Upon Block 75 being grassed and planted, the Owner shall be responsible for cutting the grass and maintaining the plantings until final acceptance of the Park by the Township. The Owner may request that the Township’s Public Works Department cut the grass and carry out general maintenance on the grounds – but not the play equipment and park furniture which remains the Owner’s responsibility to maintain and upkeep -- at the Owner’s cost during this time period, and if so, or if the grass remains uncut or general maintenance is lacking and the Township has to cut the grass and carry out general maintenance, the provisions of paragraphs 175 and 176 shall apply.
102. Upon approval of the Park Development Plan as detailed in paragraph 31 of this Agreement, the Owner shall install, construct and complete the Park Development Plan on Block 75 and the walkway on Block 74 at its cost. Such completion shall occur prior to 50% occupancy of the dwellings on the Plan, being deemed to be 37 dwellings, and in any event no later than 2025, unless the Township directs that the installation time period is amended in writing. The Owner shall post securities for the works set out in the Park Development Plan. The Owner shall be responsible for maintenance of the grading, swales, grassing, fencing, walkways, surfacing, plantings, play equipment and park furniture until final acceptance of the Park by the Township in accordance with the section entitled **Maintenance of Works** and the section entitled **Assumption/Final Acceptance of Works By The Township**. The Owner shall provide any park signage to the satisfaction of the Township to meet the most recent version, or amendment to the CSA Z614:20 Children’s playground equipment and surfacing standard. The playground equipment shall be taped off until the Township has received certification that all CSA standards have been met with respect to the playground equipment. All of the foregoing in paragraphs 101 and 102 shall be to the satisfaction of the Township including the Township Engineer.

Model Homes

103. The Owner may, at its option, apply for all necessary approvals, including a building permit, to permit the construction of Model Home(s) subject to the following terms and conditions being satisfied. It is acknowledged that the Owner may apply for a building permit for the Model Home(s) in advance of satisfying the following provisions, however, the Owner specifically agrees that should such application be made, that it shall not request, nor shall the Township be obliged to issue municipal approval to permit the issuance of the building permit by the County Chief Building Official until the following provisions are satisfied:
- a) Grading to the satisfaction of the Township Engineer;
 - b) compliance with the *Building Code Act* and the *Building Code*;
 - c) a maximum of two Model Homes shall be permitted within the Subject Lands;
 - d) the Model Home(s) shall only be constructed on Lots 1 and 2 (“the Subject Lot(s)”) and may also include temporary parking facilities on Lot 3, all as described in **Schedule “B”**;
 - e) evidence to the satisfaction of the Township Engineer that the environmental condition of Subject Lot(s) is satisfactory for its use as a Model Home(s). Such evidence does not waive the Record of Site Condition requirement as set out in this Agreement for the Subject Lands including the Subject Lot(s);
 - f) confirmation from and satisfaction of the GRCA with respect to all stormwater management facilities and sediment and erosion control measures dealing with the construction and use of the Model Home(s) on the Subject Lot(s), together with satisfying the Township Engineer with respect to these requirements, including their installation and construction.
 - g) compliance with all provisions of the applicable zoning, including the Township’s Comprehensive Zoning By-law as amended, including site specific Zoning By-law 32-2019, and including but not limited to all required setbacks, as if all Lot lines and roads within the Plan were in existence;
 - h) approval by the Township of a Detailed Plot Plan for the Model Home(s). Such Detailed Plot Plan shall be prepared by the Owner’s Consulting Engineer and shall indicate the location of the Model Home(s), top of foundation wall elevations, any parking facilities, access driveway, grading, services and such other matters as may be required by the Township Engineer together with such other grading drawings as the Township Engineer may require to demonstrate that the Subject Lot(s) can be appropriately graded to be compatible with the rest of the Plan including demonstrating that the future driveway for the dwelling can be accessed from the future grade of the road. Such drawings are listed in **Schedule “M”** of this Agreement and form part of this Agreement;
 - i) approval of a design together with drawings of the Model Home(s) and such associated works on the Subject Lot(s) as the Township may permit in accordance with the requirements of the conditions of draft plan approval

including the Guidelines as described in paragraph 66 of this Agreement. Should the Model Home(s) be proposed for construction prior to the approval of said Guidelines, the Owner shall provide documentation that the Model Home(s) being proposed for construction is in keeping with the requirements of paragraph 66 to the satisfaction of the Township. Such drawings are listed in **Schedule “M”** of this Agreement and form part of this Agreement;

- j) acknowledge that the Model Home(s) shall not be serviced with municipal water supply and/or private septic system until it may be converted to a dwelling pursuant to the terms of this Agreement. Notwithstanding same, the Owner acknowledges that prior to construction, documentation shall be provided as set out in the next three subparagraphs to demonstrate that the servicing of the Model Home(s) as a dwelling may be subsequently delivered;
- k) provide water supply servicing drawings, including water lateral connection from the Model Home(s) to the proposed abutting road to the satisfaction of the Township Engineer, and if required to do so, constructing such water supply connections from the dwelling to proposed abutting road as part of the model home construction with such connections not be in operation until approvals are secured for the Model Home(s) to be converted in a dwelling;
- l) provide private septic system drawings which may include a tertiary (level IV) septic system for denitrification as part of the Detailed Plot Plan submission to the satisfaction of the Township Engineer, including providing documentation from the County Chief Building Official to the satisfaction of the Township Engineer, that the private septic system shall be able to be constructed to service the Model Home(s) in the future as a dwelling;
- m) make provision for all permanent utility connections to the satisfaction of the Township Engineer;
- n) having obtained and subsequently installing a temporary hydro connection from Hydro One to the satisfaction of the Township Engineer;
- o) having obtained an entrance permit to the Subject Lot(s) using that part of the proposed abutting road for the purposes of Model Home(s) access on a temporary basis including the provision of and maintenance of a mud tracking pad for construction vehicles as directed by the Township Engineer;
- p) protection of all trees and shrubbery, if any, on the Subject Lot(s), unless the Township specifically agrees to the removal of trees and shrubbery, which approval shall be subject to replacement vegetation as set out in approved plans which plans are as described in **Schedule “M”**;
- q) grading the Subject Lot(s) in accordance with the approved Detailed Plot Plan to the satisfaction of the Township Engineer;
- r) grass and/or sod the Subject Lot(s) with such grassing and/or sodding and its timing to be as directed by the Township Engineer and to the satisfaction of the Township Engineer;

- s) finishing the access driveway and parking facilities with crushed stone, or other materials with such finishing and its timing to be as directed by the Township Engineer and to the satisfaction of the Township Engineer;
 - t) installation of all temporary and/or permanent fencing to the satisfaction of the Township Engineer;
 - u) carry out all construction as set out on the approved plans as listed on **Schedule “M”** as directed by the Township Engineer and to the satisfaction of the Township Engineer;
 - v) provision of a portable washroom in such a location on the Subject Lot(s) as directed by the Township Engineer, with such regular maintenance and upkeep of the portable washroom to be the ongoing responsibility of the Owner, and which portable washroom shall be only open when the Model Home(s) is being used as a sales office and at all other times shall be locked. The Owner shall further implement all Provincial and Health Unit COVID-19 sanitation protocols in the use of the portable washroom on an ongoing basis;
 - w) payment of the development charge for the Subject Lot(s) together with payment of lot grading and inspection fee for the Model Home(s) together with all other additional fees and charges required to be paid for a dwelling as set out in **Schedule “G”**;
 - x) provision of a policy of insurance as set out in this Agreement;
 - y) compliance with all directives from the Township Engineer, the County Chief Building Official and/or the Township’s Fire Chief, including with respect to the Fire Chief, compliance with the Fire Department Requirements as set out in **Schedule “N”**;
 - z) preparation and approval of the Community Information Map as set out in this Agreement, and execution and filing of **Schedule “I”** including the approved Community Information Map as part of the materials filed for the clearance by the Township of the requisite building permit application for the Model Home(s);
 - aa) display of the approved Community Information Map together with the notice clauses as set out in **Schedule “I”** in large scale format within the Model Home(s) to the Township’s satisfaction at all times when the Model Home(s) is being used for display purposes; and,
 - bb) should the builder of the Model Home(s) be any other builder than the Owner, written consent by the Township for such builder to construct said Model Home(s).
104. The Owner covenants and agrees that the Model Home(s) constructed under the provisions of this Agreement shall be used for the sole purpose of display to promote the sale of residential dwellings in the Plan(s) and shall not be occupied as a dwelling

until the occupancy provisions for a dwelling under this Agreement have been fulfilled.

105. In addition, the Owner covenants and agrees that prior to the Model Home(s) being converted to a dwelling, the following must occur all to the satisfaction of the Township;
- a) removal of any temporary access and substitution with permanent access;
 - b) removal of the parking area including its finishings;
 - c) removal of the temporary hydro hookup with Hydro One;
 - d) Removal of all signage, marketing materials, temporary structures, flags, decorative fencing, walkways and plantings incidental to the use of the Model Home(s) (unless the Township permits such fencing, walkways and/or plantings to remain as part of the conversion of the use of the Model Home(s) to a dwelling);
 - e) obtaining a change of use building permit for the conversion from a Model Home(s) to a dwelling;
 - f) obtaining a building permit for the private septic system consistent with the drawings previously submitted including Detailed Plot Plan, and constructing and installing the private septic system and making such private septic system operational;
 - g) obtaining all approvals from the Township for the water service connection, including constructing and installing any water supply works not previously built including installation of a water meter by the Township, (if water meter installation if required by the Township), and making all such water supply works operational, including paying all requisite water service connection and administration fees should same not have been previously collected;
 - h) installation of any utilities not yet constructed and making same operational, which shall also be to the satisfaction of the respective utility company(ies);
 - i) adjusting the grading as may be required;
 - j) obtaining an entrance permit for the driveway to abutting road, and constructing the driveway including the driveway apron, and including such mud tracking and/or cleaning measures as may be required;
 - k) planting the landscaping and vegetation as shown on the approved subdivision drawings and including the planting of the boulevard trees (2) along the abutting road – if not already planted;
 - l) grassing and/or sodding any disturbed part of the Subject Lot(s) and the boulevard along the abutting road;

- m) removal of any temporary fencing and installation of fencing of the Subject Lot(s) as shown on the approved subdivision drawings;
 - n) paying any additional fees and charges, including such development charges as may be applicable under a change of use building permit. Should development charges not be payable for such conversion for any reason, then the Owner agrees that it shall pay the difference between the development charges paid for the Model Home(s) and the development charges applicable at the date of conversion; and,
 - o) complying with any additional provisions of the Subdivision (Comprehensive) Agreement as may be required by the Township.
106. In the event that the Owner has ceased work as set out under the Section entitled **Commencement of Works** and where no request for an extension has been received and/or granted, then the Township may, upon written notification to the Owner, require the Owner to immediately demolish the Model Home(s); and restore the Subject Lands to a condition satisfactory to the Township.
107. In the alternative to the foregoing paragraph, and provided that the Owner has requested in writing that draft approval of the Plan be withdrawn and/or that the Plan (or Part thereof) be deemed not to be registered (or such other legislative measure be taken to preclude the Plan from developing), the Owner may request that the Township permit the Model Home(s) to be occupied as a dwelling. Such permission may be granted by the Township in its sole discretion on such terms and conditions as the Township may see fit, including but not limited to, compliance with the *Building Code Act*, and all applicable law thereunder, including the *Building Code*, together with compliance with the provisions of the Township Comprehensive Zoning By-law, including site specific Zoning By-law 32-2019, and subject to satisfactory servicing arrangements being entered into with the Township, Hydro One, and any utilities, and subject to meeting all provisions of paragraph 105. The granting of permission under this paragraph shall be at the sole discretion of the Township, and this paragraph provides no representation or assurance, either express or implied, that such a request will be granted.
108. In the event that no action is taken by the Owner, satisfactory to the Township to address paragraphs 106 and 107 within SIXTY (60) days after the provision of notice, then the Township shall have, and is hereby given by the Owner, the right to enter upon the Subject Lands and to do and perform any and all actions, matters and things that may be required to demolish any Model Home(s) on the Subject Lands. In pursuance thereof, the Township may hire labour, equipment and purchase such materials as the Township considers necessary. All expenses incurred by the Township pursuant to this paragraph shall be charged against the Security required under this Agreement. Should such Security be insufficient, the Township may charge the expenses against any security held under any subdivision agreement(s) pertaining to the Subject Lands, or recover such expenses by action in the Courts, or add the expenses to the tax roll for the Subject Lands to be collected in like manner as municipal taxes and this Agreement may be pleaded as estoppel against any defence to such an action by the Owner.

109. The Owner expressly agrees that the provisions of this agreement and construction of any Model Home(s) are for its benefit, and it is assuming all the risk and consequences associated with such construction.

Driveways and Driveway Aprons

110. The Owner agrees that there shall be a maximum of one driveway entrance per lot within the Plan onto a municipal road. Circular driveways shall not be permitted and corner lots are restricted to one driveway entrance -- not two. Lots 1, 53-59 detailed Plot Plans shall provide a driveway design that allows vehicles to enter onto Station Street driving forward so that reverse maneuvering on Station Street is avoided.
111. Entrance permits are deemed to be granted for each driveway entrance per Lot upon the payment being made by the Owner pursuant to **Schedule "G"** prior to the execution of this Agreement. The Owner shall construct and maintain all driveway aprons to the satisfaction of the Township on an ongoing basis.

Street Name Signs

112. The Owner agrees as follows:
- (a) The Township shall name all streets to its satisfaction on the Plan as follows: Road One is named as Fennell Drive, Road Two as Ewing Way and Road Three as Elmer Gordon Avenue. The Owner shall supply and erect all street name signs required on those streets created or affected by the development of the Subject Lands in accordance with the standard design of the Township at locations satisfactory to the Township.
 - (b) The Owner shall supply and erect all signs required under the *Highway Traffic Act*, R.S.O. 1990, c. H. 8, as amended, on those streets created or affected by the development of the Subject Lands, in accordance with the requirements of the Township, to be erected at the locations as directed by the Township to its satisfaction, and at such time as the Township may require, but no later than the time period set out in (c) below.
 - (c) The signage set out in subparagraph (a) shall be installed prior to the issuance of building permits for dwellings, with such signage and installation to be to the satisfaction of the Township, including the Township Engineer and Township Fire Chief having jurisdiction. The signage as set out in subparagraph (b) shall be erected and in place prior to occupancy of any dwellings. Signage for Elmer Gordon Avenue shall be on such timing as directed by the Township Engineer.
 - (d) In addition, the Owner shall supply and erect signage "Road Not Assumed – Use at Own Risk" at the entrances to all unassumed road(s) to be maintained by the Owner until the Township assumes the road(s), at which time the Owner shall remove the signage.

113. The Owner shall supply, erect and pay for all temporary or permanent barricades and guide rails on streets as may be required by the Township. No such barricade or guide rail may be removed or its position changed without the written consent of the Township.

Sewage Servicing

114. The Owner acknowledges and agrees that the sewage servicing of the Plan is by subsurface sewage disposal systems, referred to as “private septic systems” for each of the Lots, and not by provision of public or communal wastewater servicing. The Owner further acknowledges and agrees that the Township does not agree to execute a responsibility agreement to provide public or communal wastewater servicing to the Plan.
115. The Owner shall make each Lot suitable for the installation of an individual private septic system(s) and the Owner shall install individual private septic system(s) on all building Lot(s). The design of such private septic systems shall at a minimum meet the standards set out by the *Building Code Act*, and the regulations thereto to the satisfaction of the County Chief Building Official. In addition, the overall layout of the private septic system(s) for the Plan shall be to the satisfaction of the Township Engineer and the Detailed Plot Plan(s) as set out below shall be to the satisfaction of the Township Engineer. Should any Lot be deemed by the Township Engineer to be unsuitable for such systems, such Lot shall be combined with other Lots or Blocks, as the case may be in accordance with paragraph 146.
116. The Township may require the installation of tertiary (nitrate removal) systems as part of the individual building permit application(s) for each of the Lots on all or some of the Lots on the Plan.
117. Subject to the *Building Code* requirements for the County Chief Building Official (being delegated to the County Building Department at the time of execution of this Agreement), the Owner acknowledges that should tertiary (nitrate removal) systems be included as part of the private septic systems for servicing of some or all of the Lots on the Plan, that the Township shall not be responsible for ongoing supervising, inspecting, monitoring or guaranteeing that such systems are operational.
118. The Owner shall provide a Detailed Plot Plan for each Lot for approval by the Township Engineer prior to the issuance of municipal clearance for a building permit (which clearance is by the Township) for such Lot. Such Detailed Plot Plan shall show the building envelope, the private septic system, the proposed grading, the reserve bed or alternative means, and any other details that the Township Engineer may require, together with any other provisions that the Township may require for the proper construction, installation and operation of the private septic system. For Lots 4 to 7, the private septic system shall not be located within the Wellhead Protection Area A.
119. The Owner agrees to include the following clause in all offers of purchase and sale of residential units: the dwelling is to be serviced by a private septic (sewage) system, which is the homeowner’s responsibility to own and maintain. An information

package shall be provided by the Owner to the purchaser providing detailed information regarding the operation of the private septic (sewage) system, including the nature, operation and maintenance of such system, which package is to be to the satisfaction of the Township.

120. The Owner further agrees to meet the following requirements in the design of the private septic system(s):
- a) The Master Development Plan, a component of the engineering drawings, shall illustrate building envelopes, suggested dwelling sitings, rear yard activity areas, driveways and private septic system envelopes with the corresponding grading and drainage requirements and design evaluations. It is acknowledged that the Township Engineer at the municipal clearance for building permit stage may approve a Detailed Plot Plan for a dwelling on a Lot that varies from the Master Development Plan provided the Master Development Plan's integrity is not compromised. To the extent required by the Township, said Master Development Plan and Detailed Plot Plan(s) for applicable Lot(s) shall include any GRCA input;
 - b) The Master Development Plan shall be based on consideration of the soils and water table on site, as determined by monitoring of standpipes and such other soils investigations as are required;
 - c) The engineering design team preparing the final engineering drawings for the subdivision shall include a specialist in private septic systems and lot grading to ensure the integration of sewage treatment considerations (including raised beds, if necessary) into the Master Development Plan, the Master Grading Plan being **Schedule "F"**, and the individual Detailed Plot Plan(s). All private septic system building permits applied for shall be consistent with the individual approved Detailed Plot Plan(s);
 - d) Private septic systems shall be designed in accordance with the engineering reports prepared by the Owner's Consulting Engineer. The Township and the County Chief Building Official may approve any deviations from the approved design concept as they deem appropriate, and for private septic systems and may consult with GRCA is required;
 - e) Both a primary and a reserve area, or alternative, for the private septic system(s) shall be provided on each Lot. The size of the areas provided shall be related to the percolation rate of the existing native soils and the dwelling characteristics;
 - f) Each leaching bed design shall be based on post-grading soils and water table conditions determined by a test pit excavated within the proposed leaching bed area and inspected by the Township;

- g) The Owner shall consider the potential for changes in the water table and the stormwater quantity and quality ponds. Wherever possible, the distance between leaching beds and the above shall be maximized by the Owner;
- h) In order to prevent erosion of the leaching beds, the soils in the bed and related drainage swale areas shall be stabilized by hydro seeding immediately after bed construction. Any areas on raised beds adjacent to and on the tapers shall be sodded immediately on completion;
- i) The engineering plans shall include drawings indicating the amount of cut and fill required to achieve the grading and drainage required and these plans shall be reviewed and approved by the private septic system specialist in order to determine the effect of the grading on the operation of the leaching beds. The characteristics and placement method of imported fill to be placed in areas where the private septic systems are to be constructed shall be approved by the private septic system specialist and the Township and the County Chief Building Official;
- j) During road and drainage system construction, vehicular traffic must be kept off the private septic system areas to prevent soil compaction. No building materials or soil should be stockpiled in private septic system envelopes;
- k) Where on-lot infiltration techniques, not to include soakaway pits, are proposed, consideration should be given to the potential impact of infiltration on the functioning of the leaching beds;
- l) Prior to the issuance of a building permit for a private septic system, the following conditions must be fulfilled to the satisfaction of the Township and the County Chief Building Official:
 - 1. The primary and secondary drainage swales shall have been completed to ensure that all leaching bed areas are adequately drained prior to the construction of a private septic system;
 - 2. A qualified consulting engineer, together with a specialist in the design and installation of private septic systems, shall be retained to submit the necessary Detailed Plot Plan with each application for a municipal approval of the Detailed Plot Plan and a building permit for the private septic system(s);
 - 3. The same consulting engineer and private septic system design specialist shall also be jointly responsible for:
 - 1. Preparation of an individual Detailed Plot Plan for each Lot to be approved by the Township which illustrates all proposed buildings and structures, their elevation, the driveway and activity areas (including showing any area proposed for a swimming pool) and the location of the septic tank, pump tank or siphon (if required), the detailed design of the leaching bed and the reserve leaching

bed or alternative (and where a fully or partially raised leaching bed is proposed, a detailed cross-section), all existing and proposed grades including retaining walls or terraces, natural features and vegetation (existing and to be removed), the method of disposing of stormwater (drainage swales, directions and grades), sump pump discharge location, tree protection where required, and all erosion control and sedimentation features, all of which must be shown. Existing and proposed grades must be provided. Reference to paragraphs 121 c) and 142 shall be made regarding the construction of accessory buildings and/or pools, as the Detailed Plot Plan does not grant approval for the construction of accessory buildings and/or pools.

2. Obtaining approval from the Township Engineer indicating that the proposed grading conforms to the Master Development Plan;
 3. Inspection of one or more test pits and the preparation of a grain size analysis and water table evaluation report. Where imported fill material is required, the Consulting Engineer/private septic system design specialist shall provide a detailed grain-size analysis report on the proposed fill and shall obtain Township and County Chief Building Official approval prior to placement on the site;
 4. For raised beds, supervision of the laying out, excavation and scarification of the leaching bed bottom and placement of fill to ensure compliance with design and grading criteria; and
 5. Prior to authorizing the construction of the leaching bed, the Consulting Engineer and private septic system design specialist will obtain confirmation that the dwelling has been constructed in the location and to the grades indicated in the approved Detailed Plot Plan;
- m) Following the completion of construction, the Consulting Engineer and private septic system design specialist shall be responsible for:
1. Provision of a Certificate of Compliance for each Lot within the Plan stipulating that all grades and private septic system(s), including all its details have been constructed according to the approved Detailed Plot Plan and the approved design; and
 2. Provision of certified “as constructed” drawings of the private septic system of each lot in a digitized electronic format acceptable to the County Chief Building Official;
- n) The Owner shall provide to the Lot purchaser a copy of the Detailed Plot Plan and a copy of the Home Owner’s Manual, as required under paragraph 193 of this Agreement, for the private septic system and other matters as specified in this Agreement (which Manual shall be approved by the Township pursuant

to paragraph 67 b) of this Agreement), and a copy of the operating manual and the maintenance agreement for the private septic system, if such maintenance agreement is so required in law for systems including tertiary (nitrate removal) systems;

- o) The Home Owners' Manual shall include a clause stating that private septic systems should be regularly serviced by the pumping of sludge and septage from the septic and pump or siphon tanks. The Home Owners' Manual should also provide details with respect to the local environment and pay particular attention to the potential impacts of misuse of the private septic system on the environment in and adjacent to the site; and,
- p) The Owner acknowledges that the primary responsibility of the Township Engineer is with respect to the general layout of the private septic system(s) and the grading of the Plan. It is acknowledged that the design of the individual private septic system(s), is subject to the *Building Code Act* and the regulations thereunder. Should any of the provisions of this condition conflict with the *Building Code Act* and the regulations thereunder, it is agreed that the *Building Code Act* and the regulations there under, as the case may be, govern.

121. The Owner agrees that:

- a) Eaves troughs, foundation drains and surface/stormwater drainage shall not be directed to the private septic system, nor onto, or into the ground surface in the vicinity of the tile bed area in order to limit the impact of stormwater on the operation of the leaching beds;
- b) The Owner shall not permit the installation of any underground lawn irrigation systems within the primary leaching bed area, or in any area which may detrimentally affect the operation and effectiveness of the leaching bed. The Owner agrees to insert a provision in any agreement of purchase and sale to this effect;
- c) No structures, including accessory buildings and swimming pools, foundations for T.V. antennas or dishes, and no landscaping involving decks, berms, foundations, paving stones or tress shall be located within the primary leaching bed area and no structures, including accessory buildings and swimming pools, shall be located in the reserve leaching bed area. The Owner is further advised that there are minimum clearance distances from structures requiring building permits and swimming pools to septic systems pursuant to the *Building Code*. The Owner shall grant a restrictive covenant in favour of the Township to the satisfaction of the Township Solicitor, with the provisions of paragraph 76 applying *mutatis mutandis*; and
- d) The front and side yards of the Lots extending to the rear limit of each house at a minimum are to be sodded and any rear lot swales that discharge to the Township road allowance. The balance of the Lots are to be top soiled and hydroseeded. or at the Owner's option, finished with topsoil and sod;

Water Supply Servicing

122. The Owner agrees to pay for the cost of the design, installation and construction of the expansion of the Township's existing Waldemar drinking water system and all necessary appurtenances thereto to the satisfaction of the Township. The Owner agrees that the Township Engineer shall design those components of the Waldemar drinking water system as required by the Township. The Owner further agrees that the Waldemar drinking water system works and upgrades, including upgraded water storage, shall be operational or financially secured to the satisfaction of the Township prior to final approval of the Plan being granted. Should the costs of the upgraded storage costs be greater than contained in **Schedule "H"** to this Agreement, the Owner specifically agrees to augment the required Security, and should such augmentation not be provided, it is agreed that the Township may draw on existing security and or in its sole discretion withhold further approvals, including the clearance of municipal approvals for building permits for dwellings. The upgrades to the Waldemar drinking water system shall be operational on or before the issuance of any building permit(s) for dwellings. Without limiting the generality of the foregoing, the expansion of the Township's Waldemar drinking water system upgrades shall include expanding the existing storage reservoir, looping the watermain on Station Street, and all other necessary appurtenances thereto. The Owner shall pay all costs incurred by the Township associated with the Municipal Class Environmental Assessment. The Owner shall pay all costs incurred by the Township from the Township Engineer and the Township Water Operator with respect to the fulfillment of this section entitled **Water Supply Servicing** and the section entitled **Water Distribution System**.
123. The Owner agrees to satisfy all the requirements, financial or otherwise of the Township with regard to supply, distribution and storage of municipal water. Such requirements shall include reimbursing invoices from the Township Engineer for the design, review, supervision and approval of such works, connection fees for each dwelling for the connections to the Township water system, water meter costs should the Township decide to meter the dwellings, any system upgrades, together with all such other fees, levies and charges as may be required including payment of the water connection fee, the water meter installation cost and the water service commencement contribution as set out in **Schedule "H"**. The Township, including the Township Engineer, shall be satisfied that all requisite requirements for the provision of sufficient and potable water supply, including fire protection are in place prior to final acceptance of said works, with any additional works required to satisfy such provision to be carried out by the Owner prior to such final acceptance. It is agreed that the Township shall tender the water storage upgrade costs and the Township shall award the tender and have the Township Engineer administer such contract. The Owner shall make such payments as required including making all such payments in accordance with duly issued progress certificates. In the event of any default of the Owner in any and all such payments, it is expressly agreed that the Township may draw upon the Security.
124. The Owner shall comply with all source water protection requirements.

125. In accordance with Minutes of Settlement entered into between the Township and Grand River Estates Inc. to settle Court File No. 01-CV-210252CM3, the Owner shall enter into negotiations directly with Grand River Estates Inc. to determine the appropriate compensation to Grand River Estates Inc., if any, for the connection of this Plan to the Waldemar drinking water system. It is acknowledged that the Township has received a clearance letter of this foregoing sentence from Grand River Estates Inc. dated May 5, 2022. The foregoing does not preclude the Township from requiring compensation as well from the Owner for the connection of this Plan to the Waldemar drinking water system as part of paragraph 123.
126. The Township acknowledges that the Owner seeks to enter into a cost sharing arrangement with Sarah Properties Limited, the owner of other development lands in Waldemar. The purpose of the cost sharing arrangement is for the Owner to obtain partial reimbursement of the expenses it has incurred/shall incur for the required upgrades to the Township water supply system. The Owner acknowledges that the development proposal by Sarah Properties Limited has been appealed to the Ontario Land Tribunal for hearing and determination, where both the Township and the Owner, Cachet Developments (Waldemar) Inc., are parties. It is agreed that both parties to this Agreement, being the Township and Cachet Developments (Waldemar) Inc., may take whatever position each of them sees fit regarding the cost sharing arrangement request at the Ontario Land Tribunal.
127. The Owner agrees that prior to final approval, it shall be demonstrated to the satisfaction of the Township and the MECP that adequate means of providing potable water supply shall be available and that all statutory and regulatory requirements be fulfilled, all subject to the approval of the Township Engineer.
128. The Owner shall conduct a survey of the property to identify all existing wells related to the former use of the Subject Lands. The Owner further agrees to decommission any existing redundant wells in accordance with MECP's guidelines prior to commencing the development of the Subject Lands to the satisfaction of the MECP and the Township.

Water Distribution System

129. The Owner acknowledges and agrees that drinking water servicing for the Plan shall be provided via the extension of existing water mains draw water from the Waldemar drinking water system.
130. The Owner shall construct the Water Distribution System required to service the Subject Lands with drinking water which system includes the connections to the Township existing water mains, subdivision watermains, fire hydrants, and all such works and uses ancillary thereto as one of its developmental responsibilities, all in accordance with the Reports, the drawings listed in **Schedule "E"**, any applicable regulatory approvals and to the requirements of and to the satisfaction of the Township and the Township Engineer. Such Water Distribution System shall be carried out by the Owner, at the Owner's cost, within three (3) years of the Effective Date of this Agreement or at such other time as directed by the Township Engineer.

The Owner further agrees that it shall be responsible for all costs of bringing the Water Distribution System into service and for all associated maintenance costs.

131. The Owner acknowledges that the drawings listed in **Schedule “E”**, which relate to the Water Distribution System are to be approved by the Township Engineer in conjunction with any applicable guidelines and requirements of the MECP.
132. Fire hydrants shall be bagged until same are operational. Each fire hydrant is to be flow tested and the related Mark-A-Hydrant shall be placed on the hydrant. A yellow snow marker shall also be provided for each hydrant. Prior to final acceptance, the Owner may be required to repaint the hydrants.
133. The Owner shall coordinate the installation of connections to the Township’s existing water mains with the Township and shall proceed to install such connections as directed by the Township, including the Township’s Water Operator and the Township Engineer.
134. At the Township option, each dwelling in the Plan may be required to have a water meter. The Owner shall pay the required water meter fee to the Township for the dwelling prior to the application for a building permit for the said Lot. The Owner, or where the Lot is sold to a builder by the Owner, the builder, shall make arrangements with the Township for the type of water meter and remote reader and for the water meter and remote reader installation for the dwelling when the plumbing rough-in for the dwelling has been completed or at such other time as required by the Township Engineer, all at the cost of the Owner (builder) and to the satisfaction of the Township Engineer. The Owner (builder) shall ensure the installation of the water meter and remote reader are in a location agreed to by the Township Engineer. The Owner (builder) shall install an appropriate water shutoff prior to installation of the water meter and remote reader to the satisfaction of the Township. Each dwelling in the Plan shall be required to have installed a dual check valve (no lead) for premise isolation, complete with an expansion tank on the cold side of the water heater. The Owner, or where the Lot is sold to a builder by the Owner, the builder shall provide confirmation of such installation of all of the above prior to occupancy of the dwelling by the homeowner.
135. The Owner agrees that no water shall be used from any Water Service Connection, including hydrants or other connections, until a water meter has been installed on said connection, unless the Township is so satisfied, including advice that the water meters are not required to be installed.

Building Levels

136. The Owner agrees that the basement floor elevations of all buildings hereafter erected on any Lots shall be consistent with the Master Grading Plan, being **Schedule “F”** and shall not be set below the lowest allowable floor elevation in the Detailed Plot Plan for the Lot in question. Minor deviations may be authorized in writing by the Township Engineer on the Detailed Plot Plan if so requested by the Owner and if deemed appropriate by the Township Engineer.

Pregrading of Building Parcels

137. The Owner shall, before an application is made for a building permit for construction of a dwelling on any Lot within the Subject Lands:
- a) Remove the top soil from the entire Lot, (or such lesser amount of the Lot as the Township Engineer may agree to), and stockpile it at locations approved by the Township;
 - b) Grade the entire Lot to the elevation shown on the Master Grading Plan as referred to in **Schedule “F”** making due allowance for the final application of top soil and sod and for the material to be excavated for the foundations and basements of buildings to be constructed; and
 - c) Submit a Certificate for all the Lots within the Subject Lands where dwellings will be constructed, issued by its Consulting Engineer in which the Consulting Engineer certifies to the Township, without qualification, that the pre-grading as required in this section, has been duly fulfilled.

Final Grading

138. The Owner shall:
- a) carry out final grading, which includes provision of topsoil and seed and/or sod, in accordance with the Master Grading Plan as referred to in **Schedule “F”** and the Detailed Plot Plan for each Lot located within the Subject Lands to the satisfaction of the Township;
 - b) complete the cultivating, grassing and sodding of parkland, to the extent that such cultivating, grassing and sodding, if any, has been determined to be required by the Township, and which completion shall be to the Township’s satisfaction, and complete the grading of the Blocks within the Subject Lands as approved by the Township Engineer, in accordance with the Master Grading Plan as referred to in **Schedule “F”**, in accordance with timelines as set out in **Schedule “J”** to the Township’s satisfaction;
139. All buildings erected on the Lots or Blocks located within the Plan are to conform to the grades shown on the Master Grading Plan as referred to in **Schedule “F”**. Minor deviations may be authorized in writing by the Township Engineer on the Detailed Plot Plan if so requested by the Owner and if deemed appropriate by the Township Engineer.
140. In the event that the final grading of a Lot or Block is not completed in accordance with this Agreement, the Township may:
- a) enter upon the Lot or Block and carry out the work necessary to complete the final grading; and

- b) draw upon the Security to pay the Township's cost to complete the final grading.
141. Notice is hereby given that the Township may subsequently approve amendments, revisions and adjustments to the Master Grading Plan, as referred to in **Schedule "F"**, such that the reader is advised to examine the plans on file with the Township to determine current requirements.
142. No building permit shall be applied for and no municipal clearance shall be given for the construction of an accessory building, addition or structural alternation to an existing building or any pool on a Lot within the Plan, until the final grading on the Lot has been completed in accordance with the Master Grading Plan as referred to in **Schedule "F"** and the specific Detailed Plot Plan for the Lot, and the Consulting Engineer has provided certification of such compliance to the Township's satisfaction. An amendment to the Detailed Plot Plan shall be required for construction of any additional building, structure or pool on a Lot, to be approved by the Township Engineer, prior to or following grading certification by the Consulting Engineer. Provided the homeowner accepts all risk to proceeding in advance of final grading, and posts sufficient security to ensure that final grading can be carried out as previously approved, the Township may in its sole discretion allow the carrying out of some or all of the works in this paragraph.

Issuance of Building Permits

143. The Owner covenants and agrees not to request the Township to provide any municipal clearances for building permit(s), and the Owner covenants and agrees not to apply for building permit(s):
- a) until the Plan attached hereto as **Schedule "B"** has been registered on title;
 - b) until this Agreement has been registered on title;
 - c) until such time as the Owner's Consulting Engineer has certified that the roadway(s), which includes granular base and base asphalt, water supply and distribution systems, stormwater collection system and stormwater management facilities, which includes hydroseeding and/or sodding; have been installed in accordance with municipal standards to the satisfaction of the Township Engineer;
 - d) until such time as the Owner's Consulting Engineer has certified that the Lots and Blocks have been pre-graded in accordance with the requirements of this Agreement for pre-grading to the satisfaction of the Township Engineer;
 - e) until, for the Lot subject to the application, has a Detailed Plot Plan indicating the siting of the building, the main floor and top of foundation wall elevations, and the proposed grading according to the Master Grading Plan as referred to in **Schedule "F"** has been prepared by the Owner's Consulting Engineer, (including the sewage design professionals), which Detailed Plot Plan shall address the requirements of the Section entitled **Sewage Servicing**, and until

the Detailed Plot Plan has been filed with the Township Engineer and has been reviewed and approved by the Township Engineer;

- f) until all trees to be preserved on the Lot have been satisfactorily protected in accordance with the standards established by the Township;
 - g) until all fees, levies and charges have been paid;
 - h) fire protection measures during construction are put in place to the satisfaction of the Township Fire Chief, together with compliance with paragraphs 27, 91 g) and 112 (a) and (c) and the requirements of **Schedule “N”** of this Agreement;
 - i) until the water storage upgrades have been constructed and commissioned including the external watermains required for the Plan have been completed;
 - j) where the applicant for the building permit is the homeowner, and/or the Owner/builder has sold the Lot to the homeowner prior to applying for the building permit, that the homeowner has provided confirmation that the required provisions of the Agreement of Purchase and Sale have been conveyed to him/her and have been acknowledged by him/her by executing the Purchaser’s Acknowledgement as set out in **Schedule “I”** hereto. It is specifically noted that the Township may decline to issue any real estate compliance letters for sale of Lots without being provided with such confirmation, or may advise in responses to such real estate compliance letters of this requirement; and;
 - k) in the alternative to i) where the purchaser of the Lot is a builder that has purchased the property for the purpose of constructing a residence on the property and its re-sale to a homeowner, a covenant by the builder that, prior to the sale of the Lot to a homeowner, the builder shall ensure that the clauses to satisfy paragraph 193 are included in the agreement of purchase and sale.
144. Notwithstanding subparagraph 143(c), provided there is compliance with all other provisions of paragraph 143, a municipal clearance(s) of an application(s) for a building permit(s) may be given and a building permit(s) may be applied for, provided the Owner’s Consulting Engineer certifies that an Acceptable Road Access has been provided to within 90 metres of the construction site’s property boundary to the satisfaction of the Township Engineer.

Occupancy

145. The Owner agrees that no building on any Lot within the Subject Lands shall be occupied by any person, unless and until:
- a) the Owner’s Consulting Engineer has provided certification that the preliminary grading has been completed in accordance with the Master Grading Plan as referred to in **Schedule “F”** together with the specific Detailed Plot Plan for the Lot;

- b) the Township has received confirmation that the final grading and sodding requirements for the Lot have been or shall be completed to the satisfaction of the Township Engineer or suitable arrangements have been made to the satisfaction of the Township Engineer for final grading and/or sodding owing to the seasonality of occupancy;
- c) certification that the private septic system has been installed and are functional;
- d) certification that the water meter, if required, and the dual check valve has been installed and are functional;
- e) the Consulting Engineer and the private septic system design specialist have provided the required Certificate(s) of Compliance as set out in paragraph 120 (m) 2.;
- f) all fees, levies and charges under this Agreement and under the applicable Township by-laws have been paid;
- g) the electrical services have been connected to the dwelling, and have been inspected, approved and activated by Hydro One;
- h) the roof drainage downspouts discharge to the ground surface;
- i) the Owner has paid fire call invoices, if any, to the Subject Lands;
- j) street lighting has been provided or secured to allow children to walk safely to school or to a congregated bus stop, all to the satisfaction of the Township;
- k) signage has been installed in accordance with paragraph 112 to the satisfaction of the Township;
- l) the municipal address has been installed on the dwelling or signpost at the dwelling, with such address being clearly visible from the road, to the satisfaction of the Township;
- m) all permanent fencing has been installed as set out in paragraph 158; ~~and~~
- n) the building has passed an inspection for occupancy to the satisfaction of the County Chief Building Official, or designate, pursuant to the conditions for occupancy in the *Building Code Act 1992*, S.O. 1992, c. 23, as amended, and the Regulations thereunder; and,
- o) upon such occupancy, signage shall be installed on the lot to the satisfaction of the Township including the Fire Chief advising that the building is occupied. This subparagraph shall also be deemed to be satisfied should the Fire Chief agree to alternative arrangements.

Land Restrictions

146. The Owner agrees should any of the Lots be unsuitable for building purposes, including paragraph 115, then any of these unbuildable Lots must be amalgamated with an adjoining lot or block. Should such amalgamation be with an adjoining Lot, then the combined Lot may be eligible for a building permit. It is further agreed no application may be made by the Owner for a building permit for the erection of any dwelling or structure on any of the said Lots until such time when same becomes part of an adjoining Lot provided such larger combined parcel is suitable for development in accordance with the intent of the approved development plans and applicable zoning by-laws.

Sodding

147. The Owner shall:

- a) upon installation of roadway provide topsoil and lay sod of a quality acceptable to the Township on the untravelled portion of the roadway, including that part of the boulevard as required by the Township and within such other approved plans or as may otherwise be required by this agreement with the remainder being provided with topsoil and seed with hydroseed and mulch;
- b) maintain the sod, hydroseed and/or mulch on the untravelled portion of the roadway until completion of the maintenance period of the road Works;
- c) provide topsoil and lay sod of a quality acceptable to the Township, in accordance with the time limits specified for completion of Final Grading in this Agreement on the front yard of each Lot and on the side yards of each Lot to their depth even with the rear building line of each dwelling, except for the area designated as a driveway, (and shall sod the primary bed for the private septic system(s) if same is recommended by the sewage system design professionals and/or required by the Township Engineer). The balance of the Lot shall be provided with topsoil and seeded with hydroseed and mulch or at the Owner's option, topsoil and sod;
- d) maintain the sod, hydroseed, and mulch on each Lot until possession of the Lot by a third party; and
- e) maintain the sod, hydroseed and mulch on each Block until completion of the maintenance period of the road Works.

Control of Weeds

148. The Owner agrees to control, to the satisfaction of the Township, weeds on all of the Subject Lands except on the Lots conveyed by the Owner to a third party, which third party shall then be responsible for such weed control.

Prohibition Against Debris on the Subject Lands

149. The Owner agrees to:
- a) not use land dedicated, transferred or vested in the Township for the depositing of waste, debris, topsoil, fill material or refuse obtained from the development of the Subject Lands, except with the prior approval in writing of the Township and subject to such terms as may be required by the Township;
 - b) ensure that until all buildings to be erected on every Lot within the Subject Lands have been occupied, that the Lots or Blocks will not become unsightly by the accumulation of garbage, debris or builder's waste;
 - c) restrain, by all reasonable means, all other persons from depositing waste, debris, topsoil, fill material or refuse on the Subject Lands or the surrounding lands; and
 - d) remove, at its expense, any such waste, debris, topsoil, fill material or refuse so deposited on the Subject Lands or surrounding lands forthwith upon being so directed by the Township.
150. The Township may, if the Owner has not cleaned up any such Lot or Block, municipal lands or surrounding lands upon forty-eight (48) hours' notice from the Township, enter on and clean up such land, charging the cost therefore against the Security.
151. Burning of garbage and debris is prohibited unless the Township issues an approval to permit such burning.

Street Cleaning

152. Until the Works intended to belong to the Township which the Owner is required to construct under this Agreement are assumed/final accepted by the Township:
- a) the Owner shall be responsible to prevent earth and debris from being tracked onto streets outside the Subject Lands;
 - b) the Owner shall provide a mud tracking pad for construction vehicles at the site entrance and shall direct construction traffic to and from the Subject Lands to 9th Line to the satisfaction of the Township;
 - c) the Owner shall as soon as any dwelling within the Subject Lands has been commenced to be constructed, keep the street adjacent to which the dwelling is situated, and all streets affording access to that street, clear of earth, debris and building materials; and,
 - d) the Owner shall be responsible for snow removal, snow plowing, and salting/sanding until such time as the streets are assumed by the Township.

The Township shall carry out such tasks at the Owner's cost, subject to the provisions of paragraphs 175 and 176.

153. If earth, debris and building material are allowed by the Owner to accumulate on any of the aforementioned streets, either inside or adjacent to the Subject Lands, the Owner shall forthwith clean those streets and remove the debris and materials.
154. In the event that the Owner fails to fulfill the requirements of this section, the Township is authorized to have such work done at the Owner's expense. The Township will notify the Owner in advance of the Township cleaning and removal of debris and materials from the streets. The cost of any work done pursuant to this section may be charged by the Township against the Security.

Trees and Landscaping

155. The Owner shall:
 - a) plant a minimum of TWO (2) boulevard trees per Lot, and in addition shall provide landscaping in accordance with the approved Landscape Plan to the satisfaction of the Township. Further, the Owner shall provide landscaping to provide a tree buffer of the lands located along 9th Line to the satisfaction of the Township as shown on the drawings as listed on **Schedule "E"** of this Agreement;
 - b) have a qualified Arborist certify that all trees planted by the Owner are disease free, healthy, and are installed to the satisfaction of the Township. Such certification will be given after planting and prior to the final acceptance of public services by the Township;
 - c) maintain each tree for a period of three (3) years from the time of planting in accordance with paragraph 169 a). At the time of final acceptance, should all trees not have survived for a period of three (3) years, the Owner may offer to provide in lieu sufficient monies for the cost of replacement trees as determined by the Township Engineer, which cost shall be in the sole discretion of the Township, and which offer the Township may or may not agree to;
 - d) prepare a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provides means of protection, restoration and enhancement through appropriate plans or other measures including edge management – see paragraph 64 d) of this Agreement -- to the satisfaction of the Township and the GRCA;
 - e) preserve and protect all existing trees within the Subject Lands, including the area required for the stockpiling of excess earth, in accordance with the Tree Preservation and Inventory Report and good arborist practices except for those trees that the Township has agreed may be removed, and no trees shall be removed without such permission;

- f) on lands to be deeded to the Township, have a qualified Arborist certify that all existing trees located on lands to be deeded to the Township are disease free and healthy, and if not, replace such trees with compensation plantings to the satisfaction of the Township, all of which is to occur prior to dedication of the lands to the Township;
 - g) remove all trees within the Subject Lands which have died or were severely damaged during the construction process and replace damaged or dead trees with new trees, where required to do so by the Township;
 - h) carry out all other plantings as shown on the Landscape Plan approved by the Township as listed in the List of Approved Construction Drawings for the Works as **Schedule “E”**.
156. In the event that the measures required for the protection of trees during building operations become unsatisfactory in the opinion of the Township, the Owner or any builder on the Subject Lands or their representatives, shall upon forty-eight (48) hours’ notice from the Township, reinstate protection for the trees and failing which, the Township may have the work carried out at the Owner’s expense, which cost shall be charged against the security.
157. It is acknowledged, subsequent to homeowner occupancy, that homeowners are permitted to remove deceased, dying or damaged trees and take appropriate woodlot management measures on their Lot provided that such removal complies with any municipal by-laws in place at the time of removal. The Township encourages the planting of replacement or additional trees.

Fencing

158. The Owner shall prepare a fencing plan, as shown and included on the drawings listed in Schedule “E”, and install appropriate fencing in accordance with the fencing plan and to the satisfaction of the Township. The Owner shall include as part of this fencing plan:
- a) fencing along the south boundary of the Plan;
 - b) a continuous wooden fence and/or landscape buffer along the boundary of the Plan adjacent to 9th Line;
 - c) fencing of Block 75 (park);
 - d) the remainder of the boundary of the Plan shall be fenced as shown on the fencing plan;
 - e) prior to the removal of any encroaching fencing the Owner shall provide notices to the adjacent property owners related to the removal of any fences on the Subject Lands and the placement of new fences on the property line;
 - f) prior to the removal of encroaching fencing on 49, 51 and 53 Russel Road, the Owner shall provide documentation to the satisfaction of the Township

advising those adjacent property owners that the fencing shall be removed and new fencing installed, with the replacement fencing to be located at the boundary of the property line of the Subject Lands, but wholly within the Subject Lands unless the adjacent property owners agree to the fencing being located on the property boundary; and,

- g) a construction schedule provided to the adjacent property owners for subparagraphs e) and f), with such schedule to be to the satisfaction of the Township

- 159. The Owner shall erect interim or temporary fencing, including any silt or snow fencing, as required on the property, prior to the commencement of site works, to the satisfaction of the Township. The interim or temporary fencing shall be maintained by the Owner and remain in place until such time as directed otherwise by the Township.

Retaining Walls

- 160. Retaining walls shall not be constructed upon lands to be transferred to the Township or other public authority, unless otherwise approved by the Township. No retaining wall shall exceed a maximum height of 1.5 metres on the exposed face, unless any additional height is approved by the Township Engineer in writing. The maintenance of any retaining walls constructed within the Plan shall be the responsibility of the Owner and subsequent Owners. The Owner acknowledges that this clause has been included in **Schedule "I"** to this Agreement. The Owner agrees to include a clause in all offers of Purchase and Sale informing the subsequent Owners of this responsibility.

Noise and Odour

- 161. Prior to any grading or development, the Owner agrees that construction activities will be undertaken in accordance with the standards contained in the Township Noise By-law and any other requirements contained within this Agreement.
- 162. The Owner agrees that the following clause shall be included with all Offers to Sell, Agreements of Purchase and Sale, Lease or Reservation Agreements, and any other similar documents as follows, and shall be included within **Schedule "I"**:

“The purchasers/tenants are advised that the lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock and normal farm practices are be anticipated on these lands.”

Deficiencies in Works

- 163. In the event that the Township determines that the Owner is not proceeding with due diligence to carry out the Works:

- a) in accordance with the timetable for the Section entitled **Commencement of Works** specified under this Agreement, together with **Schedule “J”**; or,
- b) in a proper and workmanlike manner and in accordance with **Schedules “E” and “F”**; or,
- c) in accordance with other provisions of this Agreement;

Then, the Township may cause a Notice in writing to be sent by Registered Mail or delivered personally to the Owner at its last known place of business specifying such default and requiring that the default be remedied forthwith. Notice may be given by email in accordance with the Section entitled **Notice**.

164. In the event that no action is taken by the Owner satisfactory to the Township to remedy such default within SEVEN (7) days after the service or mailing of such Notice (or within such greater period as may otherwise expressly be permitted in the Agreement) pursuant to paragraph 163 -- or in the event of emergency -- in addition to any other remedies hereunder, the Township has and is hereby given the right of entry by the Owner to the Subject Lands and may do and perform any and all actions, matters and things that may be required to remedy the default(s) as aforesaid, and in pursuance thereof, may hire labour, equipment and purchase such materials as the Township considers necessary. All expenses incurred by the Township, pursuant to this subsection, shall be paid by the Owner to the Township within SEVEN (7) days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to make payment within this time period, then the Township may utilize the Security to pay said account.
165. Where, in the opinion of the Township, any damage to any property has been caused directly or indirectly, or by reason of any default of the Owner under the provisions of this Agreement, the Township has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Township within SEVEN (7) days from the date of an account therefore being rendered to the Owner by the Township. Should the Owner fail to make payment within this time period, then the Township may utilize the Security to pay said account.
166. The cost of all remedial work done by the Township pursuant to this section shall:
- a) be calculated by the Township whose decision on such cost is final;
 - b) include a management fee and a liquidated damages payment equal to fifty percent (50%) of the cost of labour, materials and equipment to perform such work, payable to the Township as a consequence of such default; and
 - c) include such further sums for special damages as may be determined by the Township.

167. No work, act, matter or thing done by the Township, its officers, its Township development review team, its employees or its contractors as an agent of the Owner, pursuant to the provisions of this section or any other sections of this Agreement shall:
- a) give rise to any action, claim, counterclaim or demand by the Owner and/or Mortgagee or their respective executors, administrators, successors or assigns for damages, costs or compensation of any kind, except where such action, claim, counterclaim or damage arises from the negligence of the Township or those for whom it is responsible; and
 - b) constitute an acceptance of any Work, service or improvement by the Township.

Maintenance of Works

168. The Owner shall maintain the following Works to the satisfaction of the Township during the period between the first occupancy of a permanent building (dwelling) within the Subject Lands and the placement of the final layer of asphalt pavement on the roads of the Plan:
- a) the asphalt base for such roads in a well-graded and dust and muck free condition, fit for normal traffic at all times;
 - b) all boulevards;
 - c) the Park on Block 75, including the cutting of the grass, maintenance of the grading, swales, fencing, walkways, plantings and surfacing, and the playground equipment and park furniture; and,
 - d) the signage and entrance features to the subdivision.
169. The Owner shall maintain, against any defective materials, latent defects or poor workmanship, at its own expense and to the satisfaction of the Township:
- a) all trees, all landscaping, water and wastewater services, storm sewers, stormwater management facilities, and such ancillary works and appurtenances thereto installed by the Owner under the provisions of this Agreement from the time of installation and continuing for a minimum period of three (3) years after preliminary acceptance of such Works by the Township. Immediately prior to final acceptance, the Owner shall provide a CCTV of the storm sewers and watermains and undertake any repairs, to the satisfaction of the Township;
 - b) all granular road base materials and base and surface course asphalt installed by the Owner under the provisions of this Agreement from the time of installation and continuing for a minimum period of one (1) year after acceptance of the surface course asphalt; and

- c) all final course asphalt, curbs, sodding on the streets, sodding and/or hydroseeding/mulch on the Blocks installed by the Owner under the provisions of this Agreement from the time of installation and continuing for a minimum period of one (1) year after acceptance of the final course asphalt, sodding and/or hydroseeding, respectively.
170. The Township agrees that preliminary acceptance of the Works and commencement of the maintenance periods described in this Agreement shall take place upon fulfillment of the following conditions by the Owner:
- a) the Owner has registered the Plan in the Land Titles Division of the Land Registry Office for Dufferin;
 - b) the Works, which the Owner is required to construct pursuant to this Agreement, are substantially complete in the opinion of the Township;
 - c) the Works, which the Owner is required to construct pursuant to this Agreement, have been inspected to the satisfaction of the Township;
 - d) the Township has not identified any major deficiencies in the Works constructed pursuant to this Agreement; and;
 - e) The Owner's Consulting Engineer has certified that all Works have been constructed in accordance with the approved engineering drawings as set out in **Schedule "E"**.
171. The required Security to be deposited by the Owner in this Agreement shall include an amount to secure these maintenance obligations and shall be no less than twenty percent (20%) of the cost of completed Works or \$20,000, whichever amount is greater.
172. During construction and installation of the Works and site grading, and until the streets are assumed by the Township, the Owner shall, on or before the 15th day of November in each year, complete all such road Works as it has, on or before the 10th day of October in that year, been directed in writing by the Township to perform, in order to place the roads in a satisfactory condition for the winter, including such work required to prevent damage to snow plows. These criteria may be amended in writing by the Township Engineer at his/her discretion for each construction season having due consideration for seasonal variations.
173. Notwithstanding the obligation of the Owner to maintain the said Works for the periods of time herein prescribed, the title to the Works together with all materials, pipes, pumps, machinery and other equipment connections and things appurtenant thereto, shall vest in the Township immediately upon their installation and the Owner shall execute and deliver to the Township when requested by the Township, such other assurance(s) of title as the Township may require.

Inspections and Right of Entry By Township Employees, Contractors or Agents

174. The Township and its employees, Township development review team together with Township agents or contractors may at any time enter on any part of the Subject Lands, without notice to the Owner, to inspect the Subject Lands, including the Applicable Lands, to ensure compliance with any of the terms of this Agreement. If considered necessary by the Township, the Township and its employees, Township development review team together with Township agents or contractors may make emergency repairs thereto without notice to the Owner. The cost of all such emergency repairs determined by the Township shall be paid forthwith by the Owner. In the event the Owner fails to make payment within THIRTY (30) days of receipt of the account, such cost may be recovered by the Township from the Security.

Snow Removal, Grass Cutting and General Maintenance of Parkland and Use of Works by Township or Authorized Persons

175. The Owner agrees:
- a) that pending completion of the said Works and/or Final Acceptance/Assumption thereof by the Township, the Works, or any of them, may be used by the Township or by any persons authorized by the Township for the purposes for which such Works are designed;
 - b) the Township and any and all persons authorized by the Township may enter upon all roads within the Plan with all necessary machinery and equipment and plow or remove snow or salting/sanding or perform any other work, such as parkland grass cutting and general maintenance, which may be deemed necessary or expedient to make such roads safe and more convenient for the use of persons or vehicles; and
 - c) to consent to such entry by the Township personnel and authorized persons for the purposes set out herein.
176. Notwithstanding the provisions of the above section:
- a) the use of the Works or any of them or such snow plowing or salting/sanding or removal of snow or the performance of other work shall not constitute a Final Acceptance/Assumption of the Works or any of them pursuant to this Agreement by the Township;
 - b) the use of the Works or the snow plowing or removal of snow or salting/sanding or the performance of such other work, such as parkland grass cutting and general parkland maintenance as the Township considers necessary does not relieve or discharge the Owner of its obligations in respect of the construction and maintenance of the said Works or any of them, or of any other obligation of the Owner pursuant to the provisions of this Agreement; and

- c) the Owner shall pay all invoices for any snow plowing or removal of snow or salting/sanding, or the performance of any other such work, such as parkland grass cutting and general parkland maintenance, as the Township considers necessary. The cost of any work done pursuant to this section may be charged by the Township against the security, should such invoices not be paid.

“As Constructed” Drawings

177. The Owner’s Consulting Engineer shall:

- a) incorporate any job changes on the plans for the Works, including but not limited to as-constructed road centre line elevations, utilities and easements;
- b) deposit five (5) full size paper copies of the Registered Plan of Subdivision with the Township, and provide the Township with computerized information in a format satisfactory to the Township;
- c) supply to the satisfaction of the Township electronic data files/documentation of the "as constructed" public services in a format suitable for use by the Township with the current version of AutoCAD being used by the Township/and or the Township Engineer;
- d) provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Township; and
- e) provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing parcel fabric and street network.

Assumption/Final Acceptance of Works By The Township

178. Before the Works intended to belong to the Township are assumed (for the roadworks) and final accepted (for the remainder of the Works) by the Township, the Owner shall:

- a) have complied with all of the terms and conditions of this Agreement in respect of the Works;
- b) have completed the stormwater management works/ improvements as required by this Agreement;
- c) have corrected all deficiencies in the Works identified under the maintenance periods described in this Agreement, to the satisfaction of the Township;
- d) provided a current audit of the park playground equipment and undertake any repairs that may be identified to the satisfaction of the Township;
- e) at least 80% of the dwellings, being 58 Lots, have been occupied by homeowners;

- f) provide the Township with certification from a qualified arborist that all trees planted by the Owner are disease free, healthy and have been installed to the satisfaction of the Township;
 - g) have furnished to the Township a duly sworn statutory declaration of the Owner in the form of **Schedule “K-2”**:
 - 1. that it has paid all accounts in connection with the supply, installation of and maintenance of the Works;
 - 2. that there are no outstanding debts, claims or liens in respect of the installation of or maintenance of the Works; and
 - 3. that there are no claims or liens under the *Construction Act* against the Works and that the time for making such claims or liens has expired.
 - h) have furnished to the Township a progress certificate, in the form of a statutory declaration, prepared and signed by its Consulting Engineer;
 - i) provide the Township with a Certificate by an Ontario Land Surveyor stating that he has made visible all standard iron bars on all corners and at all points where there occurs a horizontal change of direction in every street, easement and/or other lands dedicated to the Township and along the outside perimeter of the Subject Lands; and,
 - j) have furnished to the Township such additional assurances (such as a solicitor’s opinion) as the Township may require;
179. Where the Owner has fulfilled the requirements for assumption/final acceptance of the Works by the Township, the Consulting Engineer shall submit his Certificate confirming that all of the Works have been installed and maintained as required by the Township. The Township shall acknowledge in writing that the Works have been assumed/final accepted by the Township. It is acknowledged that the Township shall not be obligated to assume/final accept any Works until it is satisfied that the Works are environmentally suitable for their proposed use and have been so certified by the Owner’s Consulting Engineer, (or equivalent), in accordance with the guidelines of the MECP or such other guidelines as may be appropriate.
180. Upon the Township’s assumption/final acceptance of the completion of installation and maintenance of the Works, including the streets and easements dedicated to the Township hereunder, the Works shall thereupon be deemed to have been assumed/final accepted by the Township, and, thereafter, the Township shall be responsible for their maintenance and all liability pertaining thereto. The Owner covenants upon vesting of those Works on assumption/final accepted by the Township that the Owner releases any and all claims or rights thereto to those Works other than those accruing to it as an owner of land (or its successors or assigns) abutting streets on which services have been installed.

Compliance with Applicable Legislation

181. The Owner agrees that it shall comply with all applicable legislation in the performance of the obligations contemplated by this Agreement. Without limiting the generality of the foregoing, the Owner agrees to comply with all Township by-laws, and to obtain all approvals required of all other bodies having jurisdiction, including the County of Dufferin, GRCA, MECP, MTCS and, the Ministry of Natural Resources and Forestry.

Liability of Owner and Indemnification of the Township

182. The Township shall not be responsible for or liable for:

- a) any loss or damage that may happen to the Works, or to any part or parts thereof installed by the Owner pursuant to this Agreement and not yet assumed by the Township; or,
- b) any of the materials or other things used and employed in finishing and completing the Works by the Owner or any part or parts thereof; or,
- c) any injury to any person or persons, including workmen and the public, during the construction of the said Works or the maintenance thereof by the Owner pursuant to the provisions of this Agreement; or,
- d) damage caused by the storage, handling or use of explosives by the Owner or its employees, agents or contractors; or,
- e) the unapproved disposal of surface water from the Subject Lands; or,
- f) damage to any roadway, pavement or property of the Township within the Subject Lands prior to assumption of the said Works by the Township; or,
- g) damage by the Owner to the property of any person while the Owner is carrying out any of its Works in respect of the development; or,
- h) damage caused by the construction or operation of the Works under this Agreement prior to assumption thereof by the Township; or,
- i) any loss or damage caused by the disposal or escape of surface water from the Subject Lands prior to assumption of the Streets by the Township; or,
- j) any loss of damage caused to the curbs or boulevards by Township snow plowing.

183. The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the Township, its elected officials, employees, personnel, servants, contractors, agents and the Township development review team from and against all actions, causes of action, interest, claims, demands, costs (including legal costs), charges, damages, expenses, prosecutions, fines, rights of contribution, and

loss which the Township may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from: a) the Township entering into this Agreement, and b) from the implementation of the provisions of this Agreement by the Owner, its employees, agents, assignees or contractors and/or the Township, its elected officials, employees, personnel, servants, contractors, agents and the Township development review team; and, c) in respect of any failure by the Owner to fulfill its obligations under this Agreement. Without limiting the generality of the foregoing, it is specifically agreed and acknowledged that the above obligation to identify and save harmless shall apply to any claim in respect of or arising from the Owner's installation of Works in the Township road allowances, including any claims in respect of or arising from disruption of access to residences or businesses fronting on those road allowances.

184. Notwithstanding any provision of this Agreement, the Township shall not be liable for and no provision of this Agreement shall be construed as imposing upon the Township any liability, in respect of any matter or thing arising directly or indirectly out of the provisions of this Agreement, for any damage or damages suffered by the Owner, or to any other employee, servant or agent of the Owner or to any property of the Owner or of any other person by reason of:
- a) any inspection carried out by the Township, its elected officials, the Township development review team, or by a duly authorized employee, servant, contractor or agent of the Township under any By-law of the Township, under this Agreement or otherwise; or,
 - b) the failure of the Township, its elected officials, the Township development review team, or of any duly authorized employee, servant, contractor or agent of the Township to carry out any inspection under any By-law of the Township, this Agreement or otherwise; or,
 - c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the Township, its elected officials, the Township development review team, or any duly authorized employee, servant, contractor or agent of the Township.

Insurance

185. In accordance with the indemnification and save harmless covenants in favour of the Township from the Owner in this Agreement, the Owner, prior to the execution of this Agreement by the Township, shall obtain at its own expense, including the cost of deductibles, its own policies of Insurance as specified below in this agreement, in a form and with limits and deductibles acceptable to the Township, and maintain such policies in force until assumption of the Works by the Township (including the maintenance period).
186. The said policies of insurance required under this Agreement shall include the following:
- a) Commercial General Liability Insurance, providing coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence; including but

not limited to, blanket contractual liability, products liability, completed operations liability, Owners/contractors protective liability, non-owned automobile liability.

- b) Where the works to be carried out include any one of the following activities, the policy shall not contain any exclusions or limitations with respect to such activity: shoring; storage; handling and use of explosives; underpinning; raising or demolition of any building or structure; pile driving; caisson work; collapse of any structure or subsidence of any property, structure or and from any cause;
- c) The Owner's policy shall:
 - 1. insure the Owner;
 - 2. name the Township, its agents, employees and elected officials as well as the Township Engineer as additional insureds;
 - 3. contain cross-liability and severability of interest provisions; and
 - 4. provide "wrap-up" coverage for all work done on the Subject Lands including by any contractors, subcontractors, agents, employees or others on behalf of the Owner.
- d) Automobile Liability Insurance, being a Standard Owners Form Automobile insurance policy, including third party liability coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence; to cover all licensed vehicles owned and/or leased by the Owner, its agents employees, contractors and subcontractors, as may be used in conjunction with this Agreement;
- e) any other form of insurance coverages in such amounts and deductible levels, or increased limits of the aforementioned coverages, as the Township may require, taking into consideration Works to be done and industry standards;
- f) Should the Owner's policy contain a deductible clause, which deductible shall not be greater than \$1,000.00 per occurrence, the Owner agrees to pay any and all such deductibles for any claims. Should the Owner not pay the deductible on demand from the insurance company, the Owner acknowledges and agrees that the Township may pay the deductible from the Security being held and such payment shall be recoverable from the Owner forthwith;
- g) The issuance of such policies of insurance by the Owner or its Contractor(s) shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement, or at law; and
- h) Such policy or policies of insurance shall be an annual policy or policies.

187. The Owner shall promptly furnish to the Township a certificate of insurance in a form satisfactory to the Township and any renewals thereof. The Owner shall also provide additional documentation including a copy of the insurance polic(ies) if so requested by the Township. All certificate(s) and documentation shall be to the Township's satisfaction.
188. In the event that the Owner fails to insure as required or fails to promptly furnish to the Township satisfactory evidence of such insurance or of the renewal thereof prior to its expiration, the Township may, from time to time, effect such insurance for the benefit of the Owner or the Township or both of them for a period not exceeding ONE year(s) and any premium paid by the Township shall be recoverable by the Township from the Owner forthwith.

Evidence, Acceptability, Cancellation, Termination/Non-Renewal

189. The Owner agrees that:
- a) prior to execution of this Agreement by the Township and prior to construction of the Works by the contractor(s) employed by the Owner, the Owner shall deposit with the Township originally signed certificates of insurance, or if required by the Township, certified copies of each of the above noted insurance policies. At the same time, the Owner shall also furnish to the Township proof that the premiums for said policy or policies of insurance have been paid in advance for a full year and, thereafter during the term of this Agreement, shall provide all policy renewals and proof of payment of premiums for the following year at least FIFTEEN (15) days prior to the expiry date of such insurance;
 - b) all insurance policies shall be in terms, form and amount and with Insurers (licensed to carry on business in Ontario) acceptable to the Town;
 - c) all insurance policies shall contain a provision that in the event of cancellation/termination/non-renewal, insurers shall provide prior written notice to the Township of not less than THIRTY (30) days for Commercial General Liability Insurance and FIFTEEN (15) days for Automobile Liability Insurance; and
 - d) in the event the required insurance or proof of payment is not received or such insurance is not maintained in force by the Owner, the Township may, but is not obliged to, pay premiums for such insurance or substitute insurance and in such event, the Owner shall reimburse the Township forthwith for all premiums so paid by the Township. In the event of the failure of the Owner to so reimburse the Township, within TEN (10) days of the Notice of Payment by the Township, the Township may, without further Notice, realize upon the security or may recover same as a debt in a court of competent jurisdiction. In the alternative, in the event that the required insurance or proof of payment is not received or such insurance is not maintained in force by the Owner, the Township may, in its sole discretion require the Owner to forthwith cease all work on the Subject Lands, except as directed in writing by the Township.

The Owner agrees that, in the event of such non-payment of premium, the Owner shall, at the Township's option, consent to the issuance of an Order of the Superior Court enjoining the Owner from carrying out any and all work on the Subject Lands.

Construction Liens

190. The Owner shall indemnify and hold the Township harmless from and against liability, claims, damages or expenses due to or arising from any claim made against the Subject Lands and/or any Township lands including future Township lands including the Roads as shown on the Plan, where works and services and/or activities are being carried out pursuant to this Agreement for all liens related to all work done by or on behalf of the Owner. Any such liability, claims, damages or expenses incurred by the Township shall be paid by the Owner to the Township forthwith upon demand. The Owner shall further cause all registration of claims for construction liens or certificates of action under the *Construction Act*, as amended, and relating to any such work done by or on behalf of the Owner, to be discharged or vacated as the case may be within THIRTY calendar days of such registration or within FIFTEEN calendar days after notice from the Township.

Remedies

191. In addition to any other remedies in favour of the Township in this Agreement, where the Owner does not proceed, satisfactorily in the opinion of the Township Engineer, with the development of the Subject Lands under this Agreement within a period of one (1) year from the delivery of this fully executed agreement to the Owner or from the date of registration of this Agreement, whichever is earlier, the Township may realize upon the security and apply same as may, in the opinion of the Township, be required to complete and/or secure the Works commenced or the Works not commenced, but are required in the opinion of the Township Engineer, to provide a satisfactory resolution of the property under development, compatible with the development and environmental concerns in the balance of the area adjacent to the Subject Lands.
192. The waiver or acquiescence by the Township of any default by the Owner under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under the Agreement, unless the Township expressly so agrees in writing. In the event of any default by the Owner, the Township, may in its sole discretion, amend this Agreement with the Owner to address such default (subject to consultation with any public Authority or Agency having jurisdiction in the subject area), and the Township, may in its sole discretion, determine the method, if any, it wishes to enforce a default, if any, against the Owner.

Agreements of Purchase and Sale

193. The Owner shall include in any Offers/Agreements of Purchase and Sale for the Lots:
- a) a copy of the approved Community Information Map to be initialized by the Purchaser(s);
 - b) **Schedule "I"** to this Agreement as executed by the Purchaser(s); and,

- c) Copy of the approved Home Owner's Manual.

It is acknowledged that this paragraph may be complied with by the Owner through the execution of Agreements of Purchase and Sale for the Lots with any existing Home Buyers or Builders including delivery of the required documentation together with the required initialization and execution. If provided to a Builder, the Builder shall undertake to include the documentation as part of any agreement it has with the Home Buyer including the required initialization and execution by the Home Buyer.

Assignments, Sales and Pre-Sales

- 194. This Agreement shall not be assigned by the Owner without an express written consent to assignment executed by the Township, the Owner and the assignee.
- 195. In the event that the Owner subsequently transfers, assigns or leases its interest in the Subject Lands, the Owner shall forthwith notify the Township in writing of such transfer or assignment together with the names and addresses of the transferees or assignees.
- 196. In the event that the Owner enters into an Agreement to sell the Subject Lands or any part thereof, written notice shall be provided forthwith to the Township. This subparagraph includes agreements to sell Lot(s) to builders(s).
- 197. Presale of Lot(s) to homebuyers are not subject to paragraphs 194 to 196.

Duration

- 198. As of the date of execution of this Agreement draft plan approval is in place. Upon final approval being granted by Township Council, should the Plan not be registered, within THIRTY (30) days of the granting of such approval, then Township Council may withdraw its approval pursuant to section 51(58) of the *Planning Act*.

Provisions for Additional Entities

- 199. The following sections for the GRCA, Upper Grand District School Board and Dufferin-Peel Catholic District School Board, Enbridge, Canada Post, Hydro One, Bell, Rogers, Other Utilities, and Ministry of Tourism and Culture ("MTCS") are included within this Agreement pursuant to conditions provided by those entities and/or to facilitate the development of the Plan by provision of those services. All remedial provisions of this Agreement apply to these additional sections.

GRCA

- 200. Before final approval, the Owner agrees to undertake the following:
 - a) Prior to any grading or construction on the site and prior to the registration of the Plan, the Owner shall submit the following plans and reports to the satisfaction of the GRCA:

1. A detailed stormwater management report in accordance with the 2003 MECP Report entitled “Stormwater Management Practices Planning and Design Manual.” This report should include geotechnical information addressing the infiltration potential on the site. In addition, a storm-servicing plan for the site should be included;
 2. An erosion and siltation control plan in accordance with the GRCA Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on site throughout grading and construction;
 3. Detailed Lot grading and drainage plans showing existing and proposed grades; and
 4. A Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit for proposed works within the regulated area.
- b) At the final design the following shall be included:
1. For a stormwater management system that ultimately discharges to cold water fisheries habitat, as is the case with Mud Creek, GRCA typically requests that stormwater facilities be constructed and stabilized prior to other grading activities and that any temporary sediment facilities are made independent of final stormwater management ponds. However, in this case GRCA can support use of the stormwater pond as a temporary sediment basin provided additional erosion controls and settling practices are implemented in accordance with the December 2006 Erosion and Sediment Control Guidelines for Urban Construction. The following should be considered:
 - a) Use of turbidity curtains, or other measures equivalent in function, to provide additional barrier in the temporary sediment basin;
 - b) Seeding methods, such as terraseeding, to rapidly establish side slope stability in the SWM pond;
 - c) Distributed sediment traps through the development; and
 - d) Where applicable, consider the use of Ditch Chexx instead of straw bales in swales
 2. Ensure that curve numbers are selected to simulate AMC-III or wet antecedent moisture conditions rather than AMC-III curve numbers in the hydrologic modelling of Hurricane Hazel’s final 12 hours.

Upper Grand District School Board
and Dufferin- Peel Catholic School Board

201. The Owner shall undertake the following:

- a) Provide adequate sidewalks, if required by the Township, or sufficient road width, lighting and snow removal to allow children to walk safely to school or to a congregated bus pickup point;
- b) provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing parcel fabric and street network (or such other electronic format as the Upper Grand District School Board may require). Should the Dufferin-Peel Catholic School Board require same, the Owner shall also provide same;
- c) Pay Education Development Charges as required pursuant to the building permit issuance process; and,
- d) Provide the following notice clauses in all Offers of Purchase and Sale, which notice clauses shall be incorporated into **Schedule "I"** as follows:

“The purchaser is advised that any children residing in the subdivision who will require the education services of the Upper Grand District Board of Education (School Board) may be directed to schools outside the neighbourhood.”

-and-

Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school; and,

That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

Enbridge Gas

202. The Owner shall do the following to the satisfaction of Enbridge Gas:

- a) Co-ordinate the preparation of a composite utility distribution plan that allows for the safe installation of all utilities, including required separation between utilities to the satisfaction of all effected authorities;
- b) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities; and
- c) Grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas with the necessary field survey information for the installation of the gas lines, all to the satisfaction of Enbridge Gas.

203. All of the natural gas distribution system shall be installed within the proposed road allowance(s). In the event that this is not possible, easements will be provided at no cost to Enbridge Gas.
204. The Owner shall provide a 2 metre by 2 metre location for a regulator system at the intersection of Station Street and Road One (Fennell Drive) on the Plan. The station must be coordinated with the entrance features and landscaping to the satisfaction of the Township.

Canada Post

205. The Owner shall do the following to the satisfaction of Canada Post:
- a) consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - b) prior to offering any residential units for sale, to place a “Display Map” on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Township. Such information shall have been included on the Community Information Map to satisfy this provision;
 - c) include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox and to include the exact locations (list of lot numbers) of each of the Community Mailbox locations;
 - d) provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
 - 1. an appropriately sized sidewalk section (concrete pad), as per Canada Post specifications, upon which to place the Community Mailboxes;
 - 2. any required walkway across the boulevard, as per municipal standards;
 - 3. any required curb depressions for wheelchair access, and;
 - 4. redline the plan to show a lay-by for vehicular traffic prior to final approval. The Township shall be consulted with respect to any such location.
 - e) determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to be “fit up” prior to first occupancy. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This shall enable Canada Post to provide mail service to new residences as soon as homes are occupied.

Hydro-Electric and Other Utility Installations

206. The Owner shall make arrangements with and to the satisfaction of Hydro One:
- a) for the design, provision and installation of all required electrical power transmission, distribution and street lighting systems and facilities, including LED street lighting, which shall be located and installed according to specifications approved by the Township, in consultation with Hydro One and which shall meet any green energy requirements of the Township;
 - b) to install underground such Hydro facilities that, in the opinion of the Township, in consultation with Hydro One, are capable of being installed underground;
 - c) to assume all costs involved in providing and installing the described facilities, as determined by Hydro One and to pay Hydro One those costs;
 - d) for installation of all electrical service connections and appurtenances from the Hydro distribution system to Lots and Blocks within the Plan, at locations approved by the Township, in consultation with Hydro One. The Owner agrees that the wiring of such service connections shall be underground and the entire cost of providing and installing such service connections and appurtenances shall be borne by the Owner and paid to Hydro One;
 - e) the transfer of easements required by Hydro One, for the installation of poles and guy wires, subterranean cables, transformers and other appurtenances of an electric distribution system, on, across, or under the Subject Lands, for any locations not within the Street(s) and not within lands transferred or dedicated to the Township, without charge and with clear title thereto, prior to registration of any transfer of a Lot or Block within the Subject Lands;
 - f) to ensure that any easement rights of Hydro One are respected; and
 - g) to contact the local Hydro One area office to verify whether any low voltage distribution lines may be affected by the proposal.
207. Regarding all other utilities and telecommunication facilities, (“Other Utilities”) permitted at law or, where the Township’s approval is required, with the Township’s approval, (as the case may be) including telecommunication cables, gas mains and television co-axial cables (Bell and/or Rogers):
- a) The Owner shall coordinate the preparation of an overall Composite Utility Plan to the satisfaction of all affected authorities and/or utility companies and the Township;
 - b) the Owner agrees to provide to the Township confirmation from the telecommunication company, cable company if applicable, that arrangements

have been made to their respective satisfaction for the installation of such utilities and services in the Plan;

- c) the Owner shall ensure that such Other Utilities are installed underground in a manner as may be required by law and in a manner and in locations satisfactory to the others and to the Township; and,
 - d) the Owner shall, prior to registration of any transfer of a lot or block within the Subject Lands and after the transfer of any land or easement required by the Township, grant, (in respect of locations not within public highways or walkways,) easements, as may be required, by such Other Utilities, to permit installation of side and rear of parcel utility services by such Other Utilities”;
 - e) The Owner shall, coordinate any relocation of utilities, including Hydro One, to accommodate the installation of watermain or other services on external lands at no cost to the Township.
208. The Owner shall provide confirmation from all utilities including the telecommunication and cable companies (Bell and/or Rogers), Enbridge Gas and Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services, including underground services in the Plan (provided such services are available within Waldemar).

MTCS

209. No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the MTCS, with respect to archaeological assessment.

Notice

210. Any notice to be given pursuant to this Agreement shall, unless otherwise specified in this Agreement, be delivered or sent by registered letter or facsimile transmission to the Owner and the Township as follows:

TO THE OWNER:

Cachet Summerhill Homes (Amaranth) Inc.
361 Connie Crescent, Suite 200
Concord, ON
L4K 5R2

TO THE TOWNSHIP:

The Clerk
Township of Amaranth
Administration Offices
374028 6th Line
Amaranth, ON
L9W 0M6

or to such other addresses as the Owner and the Township may respectively from time to time appoint in writing, and any such notice, if mailed, shall be conclusively deemed to be received by the other Party SEVEN days after the date of the mailing thereof postage prepaid OR upon receipt of the dated confirmation of the facsimile transmission. In the alternative, a Party may be served by email; however, such notice is effective only provided the Party receiving notice has acknowledged its receipt.

Terms, Conditions and Amendments

211. All terms, covenants, obligations and conditions in this Agreement are and shall be deemed to be covenants running with the Subject Lands and it is hereby agreed among the parties to this Agreement:

- a) that every term, covenant, obligation and condition in this Agreement inures to the benefit of and is binding upon the parties hereto and also any person or persons, corporate or otherwise, who execute this Agreement and their respective executors, administrators, successors and assigns;
- b) that subject to the provisions of this Agreement regarding changes to the approved construction drawings that may be subsequently approved by the Township and regarding the plans and drawings to be prepared and submitted to the Township for approval and subject to the fact that some or all of the **Schedules** of this Agreement may not form part of the version of this Agreement registered in an electronic format, this Agreement contains the entire agreement between the Owner and the Township. There is no condition precedent or warranty of any nature and no warranty or covenant exists collateral to this Agreement. This Agreement supersedes all prior agreements, save and except the Subdivision (Pre-Servicing) Agreement; arrangements, promises, representations or other understandings. The Subdivision (Pre-Servicing) Agreement as detailed in **Schedule "O"** remains in full force and effect. To the extent that any of the provisions of **Schedule "O"** conflict with this Agreement, the provision that imposes the greater obligation on the Owner governs;
- c) that notice is hereby given that unregistered amendments, revisions and adjustments may subsequently be authorized by the Township to:
 1. the approved **Schedules** and construction drawings either required and/or referred to in this Agreement;
 2. the **Schedules** listed in this Agreement;
 3. such that the reader is advised to examine the approved **Schedules** and construction drawings on file with the Township to determine current requirements;
 4. that if any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable at law, the remainder of this Agreement shall be

construed as if such illegal, invalid or unenforceable provision were not part of the Agreement; and

5. that this Agreement may not be modified or amended except by instrument in writing signed by the Owner and the Township.

212. The Owner 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 it and this Agreement may be pleaded as estoppel against the Owner in any such proceedings. Notwithstanding the foregoing, if at any time during the currency of this Agreement it is found by any Court of competent jurisdiction, any administrative tribunal or Ministry or Government that this Agreement or any part of it is void insofar as the Township is empowered to enter into this Agreement then no obligation, liability or duty of any nature of kind whatsoever whether in law or equity shall be imposed upon the Township to carry out any part of this Agreement found to be void.

213. If any term of this Agreement shall be found to *ultra vires* the authority of the Township, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effort, subject to the foregoing paragraph.

No Waiver of Default

214. No condoning, excusing, overlooking or delay in acting by the Township of any default, breach or non-observance by the Owner at any time or times in respect of any covenant, provision or condition in this Agreement shall operate as a waiver of the Township's rights under this Agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver in writing.

Entire Agreement

215. The Owner acknowledges that there are no covenants, representations, warranties, Agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or imported by reference in this Agreement, and that this Agreement constitutes the entire Agreement duly executed by the Township and the Owner.

Interpretation

216. It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Force Majeure

217. Notwithstanding anything to the contrary in this Agreement, if the Owner shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, an inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, sabotage, rebellion, war, pandemic or Act of God; which is not the fault of the Owner in performing the work or doing the act required under the terms of this Agreement, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The COVID-19 Pandemic is specifically included in this clause and shall be defined as the time period that the Province of Ontario has determined that emergency orders are in place that preclude the carrying out of any of the terms of this Agreement.

Time and Obligations

218. Time shall be of the essence of this Agreement in all respects.
219. Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be within its power in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.
220. Each Party shall act in good faith and reasonably throughout this Agreement.

Estoppel and Severability

221. No Party shall call into question, directly or indirectly, in any proceeding whatsoever in law or in equity or before any court or administrative tribunal, the right of any Party to enter into this Agreement, or to enforce each and every term, covenant and condition herein and therein contained, and this clause may be pleaded as estoppel against the Party doing so in any such proceeding.
222. If any of the provisions in this Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions in this Agreement shall not be affected or impaired to the extent possible.

Counterparts

223. This Agreement may be executed in one or more counterparts, which together constitute a complete set of the Agreement, and executed counterparts may be delivered by email or facsimile.

Applicable Law

224. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

Number and Gender

225. When the context so requires or permits, the singular number or word is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

Headings

226. The headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision thereof.

REMAINDER OF PAGE DELIBERATELY LEFT BLANK

“Schedule A”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Description of Subject Lands

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

Legal Description:

Part Lot 2, Concession 9, being Part 1, on Plan 7R6507 in the Township of Amaranth, in the County of Dufferin and as set out in PIN No. 34042-0197 in Land Registry Office #7.

And more particularly described as and as shown on the Plan of Subdivision attached hereto as **Schedule “B”**.

Schedule “B”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Plan of Subdivision

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

The Plan consists of 73 residential Lots, Block 74 for stormwater management, Block 75 for Park, Fennell Drive, Ewing Way, Block 76 for a Future Roadway being Elmer Gordon Avenue, Block 77 and 78 for stormwater swales, Blocks 79 and 80 for road widenings and Blocks 81 to 94 for 0.3 m reserves which Plan is as approved and subsequently modified by Township Council on [DATE].

The Plan may be viewed at:

Township of Amaranth
Clerk’s Office
374028 6th Line
Amaranth, Ontario
L9W 2Z3

NTD: This Agreement currently uses the Draft M Plan dated June 21, 2022. Any changes to that Plan shall be reflected throughout the Agreement so that the Agreement reflects the updated Plan as approved by Township Council. Further, Schedule “B” shall include the Date that Township Council approves the updated Plan prior to execution of this Agreement by the Township (Mayor and CAO) and subsequent to the updating, the highlighting and this NTD deleted.

Schedule “C”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Conditions of Draft Approval

Applicant: Centurian Homes Ltd.
File Number: 22-T-96001
Municipality: Township of Amaranth
Subject Lands: Part Lot 2, Concession 9

Date of Decision: December 19, 2011
Date of Notice: December 20, 2011
Last Date of Appeal: January 9, 2012
Lapsing Date: December 19, 2014

File Number: 22-T-96001

The Minister’s conditions and amendments to final plan approval for registration of this subdivision file Number 22-T-96001 are as follows:

**Conditions
General**

1. That this approval applies to the draft plan of subdivision prepared by Higgins Engineering Limited, dated August 2009 and revised July 14, 2011, certified by A. Skranda Surveying, Ontario Land Surveyor on October 31, 1996.

Plan of Subdivision 22-T-96001 shows:

- 73 residential lots
 - Block 74 for stormwater management
 - Block 75 for a Park
 - Block 76 for a Future Roadway
 - Blocks 77 to 81 for 0.3 m reserve
 - Blocks 82 and 83 for road widenings
 - Internal roads (Road One and Road Two)
2. The Owner shall, prior to final approval, enter into a subdivision agreement to be registered on title to satisfy all requirements, including financial, servicing, environmental, and other requirements to the satisfaction of the Township
 3. That before final approval, the Owner shall provide lot frontage and area information to the Township to ensure that all lots conform to the Zoning By-law.
 4. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) shall be advised by the Township that the land uses proposed within the Plan of Subdivision conform to the Zoning By-law in effect.
 5. The Owner shall agree that no works shall occur on the site until the Owner has entered into a subdivision agreement or pre-servicing agreement with the Township, unless otherwise agreed to by the Township in writing.
 6. The Owner shall agree in the subdivision agreement with the Township that in the event that future development of the property is to be Phased, a detailed development Phasing Plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the

the land area in hectares, the numbers of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time and construction of public services, including the provision of water supply servicing to the satisfaction of the Township. The phasing must also be reflected in all required reports.

Dedications

7. The road allowances included in this Draft Plan shall be shown and dedicated gratuitously as public highways (by Certificate on the Plan).
8. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Blocks 82 and 83 for road widening purposes and Blocks being Block 77 to Block 81 as 0.3 metre reserves. The Owner shall further dedicate gratuitously to the Township, free and clear of any encumbrances, any additional lands should same be required to implement the Draft Plan of Subdivision and conditions of draft approval.
9. The Owner shall agree in a subdivision agreement to dedicate gratuitously all easements free and clear of any encumbrances to any public authority or utility, including, but not limited to the Township, cable, gas, hydro, or telecommunications companies, as may be required, (and with respect to cable and gas services subject to such services being available). It is recognized that these dedications are in addition to any easements that may be shown on the plan.
10. The Owner shall dedicate gratuitously to the Township free and clear of any encumbrances, Block 74 (stormwater management pond and access) which dedication shall be to the satisfaction of the Township Solicitor. Further the Owner agrees to provide any additional required access and/or drainage easements to the satisfaction of the Township.
11. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Block 75 as parkland, as provided under Section 51.1 of the *Planning Act*. As Block 75 is less than 5% of the area of the Plan of Subdivision, the Owner may be required to pay cash-in-lieu of parkland dedication to comply with the 5% requirement.
12. The Owner shall agree to have prepared before final approval, by a qualified Consultant and to the Township's satisfaction, a Park Development Plan for Block 75. The Park Development Plan shall include grading detail and will also include, but not limited to, tot-lot playground equipment and benches, a field sport area, pedestrian access which shall include a walkway across Block 74 to facilitate public access to the park from Station Street, fencing, landscaping, grassing and/or sodding, lighting and amenities, including park equipment. Recommendations for the development of the Plan shall be implemented at the Owner's expense to the satisfaction of the Township. The Park Development Plan, and improvements shall all be to the satisfaction of the Township.

14. The Owner agrees to prepare an R Plan deposited in the Land Registry Office describing the easements for the stormwater along the rear lot line of Lots 53 to 55 abutting the side lot line of Lot 52 and part of rear lot line of Lot 35, and along the rear lot line of Lots 56 to 59 abutting the rear lot line of Lots 32 to 34. The Owner agrees to grant easements which easements shall be dedicated gratuitously in favour of the Township and which easements shall be for the conveyance of stormwater, including private stormwater from the abutting lots, all such grants and registrations to be to the satisfaction of the Township solicitor. The design of the stormwater swales shall be to the satisfaction of the Township. Further the Owner agrees to provide any additional required other access and/or drainage easements to the satisfaction of the Township.
15. The Owner shall dedicate gratuitously to the Township, free and clear of any encumbrances, Block 76 as a Future Public Road Block. Block 76 shall be redlined prior to final approval as ROAD THREE so that it is dedicated gratuitously by Certificate on the Plan.
16. The Owner shall dedicate gratuitously to the Township all lands and easements required for the water supply system. The Owner shall dedicate gratuitously to the Township the works and improvements which form the water supply system in accordance with the Township requirements for the operation, maintenance and assumption of said works, and ensure that an adequate municipal water system is in place for the subdivision, all to the satisfaction of the Township.

Roads

17. The Owner shall agree to construct all internal Subdivision roads (herein collectively referred to as "the roads") to the Township standards, including meeting Township grading requirements, and the roads shall be named to the satisfaction of the Township. The Owner shall also construct as its cost, a road to Township standards, including meeting Township grading requirements, on Block 76 and on Block 100 as shown on Registered Plan 329, at the Owner's cost to provide appropriate road linkage between the existing development, and this Plan of Subdivision. Such road shall be named to the satisfaction of the Township.
18. The Owner shall upgrade at its cost the portion of Station Street adjacent to the Plan, including providing a sidewalk and curbs, to the satisfaction of the Township. The Owner shall also address the condition of the concrete wall, or its removal if possible, at the corner of Station Street and Ninth Line to the satisfaction of the Township.
19. The Owner shall provide standard pavement markings and traffic signage on all of the roads and at all proposed intersections within and related to the Plan of Subdivision to the Township's satisfaction.
20. The Owner shall provide street lighting to the satisfaction of the Township for the roads and shall make operational the street lighting on all of the roads within 90 days of the issuance of the first building permit.

20. The Owner shall agree in the subdivision agreement with the Township to re-grade Ninth Line in the vicinity of subdivision Road One at its cost to improve vehicular sight lines to the satisfaction of the Township Engineer and Director of Public Works with such timing of this work to occur at the outset of the commencement of servicing and/or preservicing of the Plan of Subdivision.
21. The Owner shall agree in the subdivision agreement with the Township to locate and construct all driveways accessing municipal roads, including driveway aprons, all to the satisfaction of the Township.

Fencing

22. The Owner shall agree in the subdivision agreement with the Township to install appropriate fencing along the south boundary of the Plan, as well as a continuous wooden fence and/or landscape buffer along the boundary of the Plan adjacent to 9th Line, all to the satisfaction of the Township. The remainder of the boundary of the Plan shall be fenced to the satisfaction of the Township.

Storm Water Management and Grading

23. The Owner shall agree in the subdivision agreement with the Township to design and construct any required stormwater management facilities to the satisfaction of the Township and the Grand River Conservation Authority ("GRCA"). Stormwater management facilities shall be approved by the Ministry of Environment pursuant to section 53 of the *Ontario Water Resources Act*, and the Owner shall agree in the subdivision agreement to obtain such approvals prior to construction of the stormwater management facilities occurring.
24. The Owner shall agree that grading plans shall be prepared and submitted to the satisfaction of the Township prior to final approval; and that all such grading plans shall provide that the roads within the Plan of Subdivision meet the Township road design standards, and that such grades are also satisfactory to the Township Engineer and Township's Director of Public Works. Should such grading not be satisfactory, the Owner specifically agrees that the Plan of Subdivision shall be redlined so as to make the grading acceptable and satisfactory to the Township. The Owner shall agree in the subdivision agreement with the Township to have designed and constructed all grading, drainage, and servicing under the Township's jurisdiction to the satisfaction of the Township. The Owner shall further agree and acknowledges that the present subdivision design is premised on a preliminary grading plan and that further design/lotting changes may be necessary within the draft plan of subdivision to meet Township standards. Recommendations of the detailed grading plan will be implemented to the satisfaction of the Township.

Temporary Construction and Sediment/Erosion Control Measures

25. The Owner shall agree in the subdivision agreement with the Township to construct all works, which must be considered temporary to facilitate the

development of the subject property to the satisfaction of the Township and any other relevant public agency. These works may include but shall not be limited to, emergency access and temporary stormwater facilities.

26. The Owner shall agree to erect snow fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Township, and such snow fencing shall be maintained and remain in place until such time as directed otherwise by the Township.
27. The Owner shall agree in the subdivision agreement with the Township to erect temporary fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Township, and that the temporary fencing shall be maintained and remain in place until such time as directed otherwise by the Township.
28. The Owner shall agree in the subdivision agreement with the Township to stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds, and maintain ground cover to the satisfaction of the Township.
29. The Owner shall agree in the subdivision agreement with the Township to provide a mud tracking pad for construction vehicles at the site entrance, and to direct construction traffic to and from the Draft Plan of Subdivision lands to Ninth Line.
30. The Owner shall agree in the subdivision agreement with the Township to provide and maintain a barrier fence, and other sediment controls, as appropriate, prior to the commencement of topsoil stripping or other construction activities to the satisfaction of the Township and the GRCA.
31. The Owner shall agree in the subdivision agreement with the Township to provide to the Township sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed, which securities shall be to the satisfaction of the Township's Treasurer.
32. The Owner shall agree in the subdivision agreement with the Township that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Township. The Owner further agrees there will be no stockpiling on any lands being conveyed to the Township or on any blocks or on other adjacent lands owned by the applicant without the written approval of the Township.

Landscaping

33. That the Owner shall agree in the subdivision agreement with the Township to plant a minimum of two (2) boulevard trees per lot. In addition, the Owner shall provide landscaping to provide a treed buffer of the lands located along Ninth Line to the satisfaction of the Township.

34. The Owner shall agree in the subdivision agreement with the Township to have a qualified Arborist certify that all trees planted by the Owner are disease free, healthy, and are installed to the satisfaction of the Township, after planting and prior to the assumption of the public services.

Plans, Maps and Benchmarks

35. The Owner shall agree to deposit a mylar copy of the Registered Plan of Subdivision with the Township, and provide the Township with computerized information in a format satisfactory to the Township.
36. The Owner shall agree in the subdivision agreement with the Township to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Township.
37. The Owner shall prepare a preliminary community information map to the satisfaction of the Township, by consulting with the Township Planning Department to obtain the terms of reference, and based on such terms of reference shall submit for approval by the Township a preliminary community information map of the subdivision, together with any notice clauses that the Township may require, all of which is to occur prior to marketing or otherwise offering to sell any of the draft approved lots to builders or potential homebuyers. The approved map and notice clauses shall be posted in a prominent location in the sales office, if any, and a copy of the approved map and notice clauses shall be provided directly to potential purchasers. Further, the Owner shall agree in the subdivision agreement to provide the map and obtain execution of a notice schedule by each builder/homeowner which documents shall be submitted as part of the filings to the Township for its clearance of the requisite building permit application.
38. The Owner shall agree in the subdivision agreement with the Township to supply to the satisfaction of the Township, a digital file of the "as constructed" public services in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township/and or its consulting engineers. The Owner further agrees that the Township may also include in the subdivision agreement the requirement that the Owner supply, and/or pay for the supply of, to the satisfaction of the Township, a digital file of the "as constructed" public services, including the public water supply system in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township and its consulting engineers, in accordance with such timing as the Township Engineer or the water system operator may require.

Retaining Walls

39. The subdivision agreement between the Owner and the Township and all offers of Purchase and Sale shall contain a clause stating that the maintenance of any retaining walls constructed within the Draft Plan of Subdivision shall be the responsibility of the Owner and subsequent Owners, and that no retaining wall

shall exceed a maximum height of 1.5 metres on the exposed face, unless any additional height is approved by the Township Engineer in writing. Retaining walls shall not be constructed upon lands to be transferred to the Township or other public authority, unless otherwise approved by the Township.

Engineering and Technical Reports

40. The Owner shall agree to have prepared before final approval, by a qualified Consulting Engineer(s) and submitted to the Township for approval, the following reports, based on Terms of Reference, as approved by the Township. The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports shall be implemented in the detailed design process to the satisfaction of the Township. All reports and studies must conform to the Draft Plan of Subdivision as described in Condition No. 1, (subject to any redline revisions).

a) Functional Grading and Stormwater Management Report to the satisfaction of the Township and GRCA.

The Report will describe, in detail, the means whereby stormwater will be conducted from the site to a receiving body, and also the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Report shall also assess water balance and infiltration, other than soakaway pits which are not acceptable to the Township and which shall not be included as part of the design, to deal with stormwater management. The Report shall also address measures to minimize the long term maintenance of the stormwater facilities while ensuring that the stormwater management facilities function appropriately. The Owner shall acknowledge that monies shall be deposited with the Township as contribution to the long term maintenance of the stormwater facilities. The Report shall include fencing the property lines of any stormwater management facility that border residential lots, together with any other fencing of the facility as the Township may require, as well as including a planting or landscaping plan for the stormwater management facility.

The Owner shall agree that all facilities for stormwater management purposes, including the infiltration facilities, if any, shall be operational, or otherwise secured, to the satisfaction of the GRCA and the Township, prior to the issuance of final approval;

In addition, the Owner shall obtain the appropriate permits from the GRCA, pursuant to Ontario Regulation 150/06, (the Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) for any works within the Regulation limit.

b) Siltation, Sedimentation, and Erosion Control Report to provide recommendations for the control, maintenance and monitoring of sediment

during all Phases of construction and to address erosion control issues specific to the Draft Plan of Subdivision, to the satisfaction of the Township and GRCA;

- c) Geotechnical Report to the satisfaction of the Township and GRCA to address potential impacts to groundwater as a result of servicing, including any requirements for dewatering during construction, provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations;
- d) Environmental Management Plan incorporating a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement through appropriate plans or other measures to the satisfaction of the Township;
- e) Environmental Site Assessment report to the satisfaction of the Township as follows:

The Developer acknowledges and agrees that the suitability of the land for the proposed uses is the responsibility of the landowner. The Developer shall retain a Qualified Person (QP) as defined in Ontario Regulation 153/04 to prepare and submit a Phase 1 Environmental Site Assessment (and any other subsequent Phases required), to assess the subdivision lands, including any lands to be conveyed to the Township, in order to ensure that the subdivision lands and any lands to be conveyed to the Township are free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the final approval of the plan, a Qualified Person shall certify that all subdivision lands and the lands to be conveyed to the Township are free of contamination.

Prior to the final approval of the subdivision, and prior to the Township accepting any real property interests, if contamination is found, the Developer shall:

- (i) Submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the subdivision lands, including any lands to be conveyed to the Township, and the proposed remedial action plan to the satisfaction of the Township Engineer;
- (ii) Complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the subdivision lands and any lands to be conveyed to the Township meet the Site Condition Standards of the intended land use; and

- (iii) File a Record of Site Condition (RSC) on the Provincial Environmental Registry for the subdivision lands including any lands to be conveyed to the Township.
- f) Wastewater Report which report shall detail the planned servicing of the Draft Plan of Subdivision. This report shall include a monitoring program for adjacent wells and the details of the design of the private septic systems for the development. The report is to be prepared to the satisfaction of the Township. The Owner agrees that the servicing of the development for wastewater treatment is by privately owned means by private owners, with each lot being serviced by an individual septic system, and such servicing is not through public means, and such systems shall be designed by a septic system specialist in accordance with all applicable law, including the *Building Code Act*.
- g) Water Supply Servicing Report which report shall detail the planned water supply servicing of the Draft Plan of Subdivision and which report shall be prepared to the satisfaction of the Township Engineer. This report shall include design and specifications for the following:
 - i. Connections to existing water supply wells;
 - ii. Looping the watermain along Station St.;
 - iii. Pump house structure and associated electrical supply and equipment, if any;
 - iv. Proposed treatment equipment and operating procedures;
 - v. Location and size of expanded water storage reservoir;
 - vi. Proposed location, pipe sizes and design of pressure zones for water distribution system;
 - vii. Appropriate performance and quality testing; and,
 - viii. Addressing any other water supply matters that the Township Engineer may require.
- h) Prior to any grading or development, the Owner shall agree that construction activities will be undertaken in accordance with the standards contained in the Township Noise By-law and any other requirements contained within the subdivision agreement.
- 41. Before final approval, the Owner shall agree in the subdivision agreement with the Township to have prepared, by a qualified consultant, Architectural Design Guidelines including provisions for Streetscape, Landscape, Architectural, and Lighting standards for buildings and roadways to the satisfaction of the Township.
- 42. The Owner shall agree in the subdivision agreement with the Township to have prepared, by a qualified Engineer, and submitted to the Township for approval, a detailed Engineering Submission for each Phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the applicable legislation, including any

applicable Class Environmental Assessments and the Owner must provide documentation to confirm compliance with same. The Engineering Submission shall be incorporated as part of the approved drawings under the Subdivision Agreement, and shall be completed and approved prior to the execution of the Subdivision Agreement, and prior to final approval of the Plan.

43. Prior to the registration of the Plan of Subdivision, the Owner shall submit at its cost to the Township for review and approval:
- a) Engineering drawings, including a copy of the Master Development Plan, as detailed in Condition No. 47 a) for the subdivision; and
 - b) A copy of the descriptive Home Owners' Manual which provides information regarding the characteristics of the private septic systems proposed (or constructed) on the lots and the required operations and maintenance instructions.
44. Upon approval of this Plan, the Owner shall implement and carry out the groundwater monitoring program in accordance with the Groundwater Monitoring Program to be approved by the Township and which shall monitor those private wells located along Station Street, Ninth Line, and Grandview Road, provided the homeowners request and consent to such monitoring.
45. The Owner shall agree that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:
- a. Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s);
 - b. Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s), and;
 - c. The Owner agrees to maintain its account in good standing with the Township for reimbursement to the Township of Township expenses for outside consultant and legal services rendered to obtain approval, review, processing, registration and implementation of this draft Plan of Subdivision.

Wastewater Servicing

46. The Owner shall specifically acknowledge and agree in the subdivision agreement that the Township is not agreeing to execute or enter into a responsibility agreement to provide public wastewater treatment for this development. It is also acknowledged that should tertiary treatment systems be included as part of the private septic systems for the servicing of some or all of these lots that the

Township shall not be responsible for supervising, inspecting, monitoring or guaranteeing that such systems are operational. The Subdivision Agreement between the Owner and the Township shall contain provision(s) that all lots will be made suitable for subsurface sewage disposal systems to the satisfaction of the Township, and may at the Township's discretion require that tertiary treatment systems are installed on some or all of these lots. All installation of subsurface sewage disposal system(s) shall be in accordance with building permit(s) from the County of Dufferin. The Subdivision Agreement shall also contain provisions with wording to the satisfaction of the Township that a detailed site plan shall show the building envelope, the subsurface sewage disposal system, the proposed grading, the reserve bed, and any other details that the Township Engineer may require, together with any other provisions that the Township may require for the proper construction, installation and operation of the subsurface sewage disposal systems. The Subdivision Agreement shall also contain clauses regarding the requirement for a clause to be contained in the Agreement(s) of Purchase and sale of the lot(s) advising that the lot is serviced by a private sewage disposal system, and also advising the purchaser that an information package will be provided to the purchaser with detailed information regarding the operation of the private sewage system including the nature, operation and maintenance of such system, all to the satisfaction of the Township.

47. The Owner shall agree that each of the lots shall be made suitable for the installation of an individual private subsurface sewage disposal system, (hereinafter referred to as the private septic system(s)). The design of such private septic system(s) shall at a minimum meet the standards set out by the *Ontario Building Code Act*, and the regulations thereto to the satisfaction of the Chief Building Official with authority for the Township. The Owner shall install private septic systems on all building lots. In addition, the overall layout of the private septic system(s) for the Plan shall be to the satisfaction of the Township Engineer and the detailed site plan(s) as set out below shall be to the satisfaction of the Township Engineer. Should any lot be deemed by the Township Engineer to be unsuitable for such system, such lot shall be combined with other lots or blocks, as the case may be.

The Owner further agrees to meet the following requirements in the design of the private septic system(s):

- a. The Master Development Plan, a component of the engineering drawings, shall illustrate building envelopes, suggested dwelling sittings, rear yard activity areas, driveways and private septic system envelopes with the corresponding grading and drainage requirements and design evaluations;
- b. The Master Development Plan shall be based on consideration of the soils and water table on site, as determined by monitoring of standpipes and such other soils investigations as are required;
- c. The engineering design team preparing the final engineering drawings for the subdivision shall include a specialist in private septic systems and lot grading

to ensure the integration of sewage treatment considerations (including raised beds, if necessary) into the grading plans;

- d. Private septic systems shall be designed generally in accordance with the engineering reports prepared by the Owner's Engineer. The Township and the Chief Building Official may approve any deviations from the approved design concept as they deem appropriate;
- e. Both a primary and a reserve area for the private septic system(s) shall be provided on each lot. The size of the areas provided shall be related to the percolation rate of the existing native soils and the dwelling characteristics;
- f. Each leaching bed design shall be based on post-grading soils and water table conditions determined by a test pit excavated within the proposed leaching bed area and inspected by the Township and/or Chief Building Official;
- g. Consideration should be given to the potential for changes in the water table and the stormwater quantity and quality ponds; Wherever possible, the distance between leaching beds and the above should be maximized;
- h. In order to prevent erosion of the leaching beds, the soils in the bed and related drainage swale areas shall be stabilized by hydroseeding immediately after bed construction. Areas on raised beds adjacent to and on the tapers shall be sodded immediately on completion;
- i. The engineering plans shall include drawings indicating the amount of cut and fill required to achieve the grading and drainage required and these plans shall be reviewed and approved by the private septic system specialist in order to determine the effect of the grading on the operation of the leaching beds. The characteristics and placement method of imported fill to be placed in areas where the private septic systems are to be constructed shall be approved by the private septic system specialist and the Township and Chief Building Official;
- j. During road and drainage system construction, vehicular traffic must be kept off the private septic system areas to prevent soil compaction. No building materials or soil should be stockpiled in private septic system envelopes;
- k. Where on-lot infiltration techniques, not to include soakaway pits, are proposed, consideration should be given to the potential impact of infiltration on the functioning of the leaching beds;
- l. Prior to the issuance of a building permit for a private septic system, the following conditions must be fulfilled to the satisfaction of the Township and the Chief Building Official:

- i. The primary and secondary drainage swales shall have been completed to ensure that all leaching bed areas are adequately drained prior to the construction of a private septic system;
- ii. A qualified Consulting engineer, together with a specialist in the design and installation of private septic systems, shall be retained to submit the necessary detailed site plan with each application for a municipal approval of the detailed site plan and a building permit for the private septic system(s);
- iii. The same Consulting engineer and private septic system design specialist shall also be jointly responsible for:
 1. Preparation of a detailed individual site plan which illustrates all proposed buildings and structures, their elevation, the driveway and activity areas (including showing any area proposed for a swimming pool) and the location of the septic tank, pump tank or siphon (if required), the detailed design of the leaching bed and the reserve leaching bed (and where a fully or partially raised leaching bed is proposed, a detailed cross-section), all existing and proposed grades including retaining walls or terraces, natural features and vegetation (existing and to be removed), the method of disposing of stormwater (drainage swales, directions and grades) and all erosion control and sedimentation features, all of which must be shown. Existing and proposed grades must be provided.
 2. Obtaining approval from the Township Engineer indicating that the proposed grading conforms to the Master Development Plan;
 3. Inspection of one or more test pits and the preparation of a grain-size analysis and water table evaluation report. Where imported fill material is required, the Consulting Engineer/private septic system design specialist shall provide a detailed grain-size analysis report on the proposed fill and shall obtain Township and Chief Building Official approval prior to placement on the site;
 4. For raised beds, supervision of the laying out, excavation and scarification of the leaching bed bottom and placement of fill to ensure compliance with design and grading criteria; and
 5. Prior to authorizing the construction of the leaching bed, the Consulting Engineer and private septic system design specialist will obtain confirmation that the dwelling has been constructed in the location and to the grades indicated in the approved site plan ;
- m. Following the completion of construction, the Consulting Engineer and private septic system design specialist shall be responsible for:-

1. Provision of a Certificate of Compliance for each lot within the subdivision stipulating that all grades and private septic system(s), including all its details have been constructed according to the approved design; and
 2. Provision of certified "as constructed" drawings of the private septic system of each lot in a digitized electronic format acceptable to the Township;
- n. The Owner shall provide to the lot purchaser a copy of the site plan and a copy of the Home Owner's Manual (approved by the Township), and a copy of the operating manual and the maintenance agreement for the private septic system;
- o. The Home Owners' Manual shall include a clause stating that private septic systems should be regularly serviced by the pumping of sludge and septage from the septic and pump or siphon tanks. The Home Owners' Manual should also provide details with respect to the local environment and pay particular attention to the potential impacts of misuse of the private septic system on the environment in and adjacent to the site; and
- p. It is acknowledged that the primary responsibility of the Township Engineer is with respect to the general layout of the sewage system(s) and the grading of the Plan, whereas, the design of the individual private septic system(s), is subject to the *Ontario Building Code Act* and the regulations thereunder. Should any of the provisions of this paragraph conflict with the *Ontario Building Code Act* and the regulations thereunder, it is agreed that the *Ontario Building Code Act* and the regulations thereunder govern.
48. The subdivision agreement between the Owner and the Township shall contain provision(s) incorporating the provisions of Condition No. 47 to the satisfaction of the Township. The subdivision agreement shall also contain clauses regarding the requirement for a clause to be contained in the Agreement of Purchase and Sale for each lot advising that the lot is serviced by a private septic system and also advising the purchaser that an information package will be provided to the purchaser with detailed information regarding the nature, operation and maintenance of the private septic system, all to the satisfaction of the Township.

Water Supply Servicing

49. The Owner shall agree to incur the cost of the design, installation and construction of the expansion of the Township's existing water supply system and all necessary appurtenances thereto to the satisfaction of the Township. The Owner shall agree that the Township Engineer shall design those components of the water supply system as required by the Township. The Owner shall agree that the water supply system works and improvements shall be operational or financially secured to the satisfaction of the Township prior to final approval of the subdivision (or of any Phase of the subdivision, if the development is Phased) being granted. Without limiting the generality of the foregoing, the expansion of the Township's existing

water supply system shall include expanding the existing storage reservoir, looping the watermain on Station Street, and all other necessary appurtenances thereto.

50. The Owner shall agree in writing to satisfy all the requirements, financial or otherwise of the Township with regard to supply, distribution and storage of municipal water. Such requirements shall include reimbursing invoices from the Township Engineer for the design, review, supervision and approval of such works, connection fees for each dwelling for the connections to the Township water system, water meter costs, any system upgrades, together with all such other fees, levies and charges as may be required. The timing of the payment of such fees and levies shall be set out in the Subdivision Agreement to the Township's satisfaction.
51. In accordance with Minutes of Settlement entered into between the Township and Grand River Estates Inc. to settle Court File No. 01-CV-210252CM3, the Owner shall enter into negotiations directly with Grand River Estates Inc. to determine the appropriate compensation to Grand River Estates Inc., if any, for compensation to Grand River Estates Inc. for the connection of this Plan of Subdivision to the existing water supply system. Such condition does not preclude the Township from requiring compensation as well from the Owner for the connection of this Plan of Subdivision to the existing water supply system as part of Condition No. 50 above.
52. The Owner shall agree that prior to final approval, it shall be demonstrated to the satisfaction of the Township that adequate means of providing potable water supply shall be available and that all statutory and regulatory requirements be fulfilled, all subject to the approval of the Township Engineer.
53. The Owner shall dedicate gratuitously to the Township all lands and easements required for the water supply system, including but not limited to any well and/or pumphouse blocks which may be redlined on the draft plan of subdivision, all of which shall be free and clear of all encumbrances. The Owner shall dedicate gratuitously to the Township the works and improvements which form the water supply system in accordance with the Township requirements for the operation, maintenance and assumption of said works, all to the satisfaction of the Township.
54. That the Owner shall agree in the subdivision agreement with the Township to conduct a survey of the property to identify all existing wells related to the former use of the lands. The owner further agrees to decommission any existing, redundant wells in accordance with the Ministry of the Environment's regulations and guidelines prior to commencing the development of these lands, to the satisfaction of the Township.

Grand River Conservation Authority ("GRCA")

55. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the GRCA, to undertake the following:

- a. Prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the GRCA:
- i) A detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices Planning and Design Manual." This report should include geotechnical information addressing the infiltration potential on the site. In addition, a storm-servicing plan for the site should be included;
 - ii) An erosion and siltation control plan in accordance with the GRCA Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on site throughout all Phases of grading and construction.
 - iii) Detailed lot grading and drainage plans showing existing and proposed grades; and
 - iv) A Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit for proposed works within the regulated area.
- b. That the subdivision agreement between the owners and the Township contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in Condition No. 55 a) above.
- c. At the final design the following shall be included:
- i) For a stormwater management system that ultimately discharges to cold water fisheries habitat, as is the case with Mud Creek, GRCA typically request that stormwater facilities be constructed and stabilized prior to other grading activities and that any temporary sediment facilities are made independent of final stormwater management ponds. However, in this case GRCA can support use of the SWM pond as a temporary sediment basin provided additional erosion controls and settling practices are implemented in accordance with the December 2006 Erosion and Sediment Control Guidelines for Urban Construction. The following should be considered:
 - Use of turbidity curtains, or other measures equivalent in function, to provide additional barrier in the temporary sediment basin;
 - Seeding methods, such as terraseeding, to rapidly establish side slope stability in the SWM pond;
 - Distributed sediment traps through the development; and
 - Where applicable, consider the use of Ditch Chexx instead of straw bales in swales.

- ii) Ensure that curve numbers are selected to simulate AMC-III or wet antecedent moisture conditions rather than AMC-III curve numbers in the hydrologic modelling of Hurricane Hazel's final 12 hours.

Upper Grand District School Board

56. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Upper Grand District School Board, to undertake the following:
- a. Provide adequate sidewalks if required, lighting and snow removal within the Plan of Subdivision for the children to walk safely to school.
 - b. Provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.
 - c. Pay the Education Development Charges prior to the issuance of a building permit.

Dufferin-Peel Catholic District School Board

57. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Dufferin-Peel Catholic District School Board, to undertake the following:
- a. That the Owner in the subdivision agreement shall agree to include the following warning clauses in all Offers of Purchase and Sale of residential lots until the permanent school for the area has been completed:
 - i) "Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
 - ii) "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

Enbridge Gas Distribution Inc.

58. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Enbridge Gas Distribution Inc. to the following:

Applicant: Centurian Homes Ltd.
File Number: 22-T-96001
Municipality: Township of Amaranth
Subject Lands: Part Lot 2, Concession 9

Date of Decision: December 19, 2011
Date of Notice: December 20, 2011
Last Date of Appeal: January 9, 2012
Lapsing Date: December 19, 2014

- a. The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
- b. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
- c. The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines;
- d. The natural gas distribution system will be installed within the proposed road allowances. In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distributions Inc.; and
- e. A 2 metre by 2 metre location for a regulator system at the intersection of Station Street and Road One. The station must be coordinated with the entrance features and landscaping to the satisfaction of the Township.

Canada Post

59. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to Canada Post, to undertake the following:
- a. Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - b. Prior to offering any residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Township;
 - c. Include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox and to include the exact locations (list of lot numbers) of each of the Community Mailbox locations;
 - d. Provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
 - i) An appropriately sized sidewalk section (concrete pad), as per Canada Post specifications, upon which to place the Community Mailboxes;
 - ii) Any required walkway across the boulevard, as per municipal standards;
 - iii) Any required curb depressions for wheelchair access, and;

- iv) Redline the plan to show a lay-by for vehicular traffic prior to final approval.
- e. Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to be “fit up” prior to first occupancy. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent CMB site locations. This will enable Canada Post to provide mail service to new residences as soon as homes are occupied.

Utilities

- 60. The Owner agrees in the subdivision agreement to provide to the Township confirmation from the telecommunication company, cable company, gas company and Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services, including underground services in the Draft Plan of Subdivision, (provided cable and gas services are available).

Ministry of Tourism and Culture

- 61. No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the Ministry of Tourism and Culture, with respect to archaeological assessment.

Notice Clause re: Agriculture

- 62. The Owner agrees that the following clause shall be included within the Township’s Subdivision Agreement and shall also be included in all Offers to Sell, Agreements of Purchase and Sale, Lease or Reservation Agreements and any other similar documents as follows: *“The purchasers/tenants are advised that lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock, and normal farm practices are to be anticipated on these lands.”*

Fees and Charges

- 63. The Owner agrees to pay all Township and County of Dufferin fees, charges, levies and development charges as may be required for the development.

Clearance of Conditions

- 64. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Township how Conditions 2 through 54, 60, 62 and 63 have been satisfied.
- 65. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Grand River Conservation Authority how Conditions 23, 30, 40, and 55 have been satisfied.

Applicant: Centurian Homes Ltd.
File Number: 22-T-96001
Municipality: Township of Amaranth
Subject Lands: Part Lot 2, Concession 9

Date of Decision: December 19, 2011
Date of Notice: December 20, 2011
Last Date of Appeal: January 9, 2012
Lapsing Date: December 19, 2014

66. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Upper Grand District School Board how Condition 56 has been satisfied.
67. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Dufferin-Peel Catholic District School Board how condition 57 has been satisfied.
68. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Enbridge Gas Distribution Inc. how Condition 58 has been satisfied.
69. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Canada Post how Condition 59 has been satisfied.
70. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Ministry of Culture how Condition 61 has been satisfied.

NOTES to DRAFT APPROVAL:

The Owner agrees that Draft Approval shall apply for three (3) years from the date of issuance of Draft Approval

The Owner is hereby advised:

- a) That pursuant to Section 69 of the *Planning Act*, the Owner will be required to pay processing fees to the Township for each final approval of this Subdivision, in accordance with the Township By-law, as amended from time to time. Fees are also required by the Township for each application to extend Draft Approval and for Major Revisions to the Draft Plan or conditions.
- b) That Township and County of Dufferin Development Charges will be payable in accordance with the applicable municipal Development Charges by-laws.
- c) That Development Charges of the respective School Boards and Hydro One are payable in accordance with their respective Development Charge requirements.
- d) A copy of the draft and the executed subdivision agreement should be provided by the Owner to GRCA, School Boards, Canada Post, Hydro One, Enbridge Gas Distribution Inc. and other utilities to facilitate the clearance of conditions.
- e) It is the Owner's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) quoting the Ministry File Number 22-T-96001.

Applicant: Centurian Homes Ltd.
File Number: 22-T-96001
Municipality: Township of Amaranth
Subject Lands: Part Lot 2, Concession 9

Date of Decision: December 19, 2011
Date of Notice: December 20, 2011
Last Date of Appeal: January 9, 2012
Lapsing Date: December 19, 2014

f) Clearance is required from the following:

- a. Township of Amaranth
R.R.7
Orangeville, Ontario
L9W 2Z3
- b. Grand River Conservation Authority
400 Clyde Road
P.O. Box 729
Cambridge, ON
N1R 5W6
- c. Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West
Mississauga, ON
L5R 1C5
- d. Upper Grand District School Board
500 Victoria Road North
Guelph, ON
N1E 6K2
- e. Enbridge Gas Distribution Inc.
500 Consumers Road
North York, ON
M2J 1P8
- f. Canada Post
193 Church Street, Suite 200
Oakville, ON
L6J 7S9
- g. Ministry of Tourism and Culture
900 Highbury Avenue
London, ON
N5Y 1A4

g) All measurements in the Final Plan of Subdivision must be presented in metric units.

Registration

- h) The Final Plan of Subdivision approved by the Minister must be registered within (30) thirty days or the Minister may withdraw his approval under Section 51(59) of the *Planning Act*.

NTD: Schedule “C” shall be replaced with amended conditions to reflect updated Plan and revised conditions as approved by Township Council prior to execution of this Agreement by the Township (Mayor and CAO) and subsequent to the updating, the highlighting and this NTD deleted.

Schedule “D”

to this Subdivision (Comprehensive) Agreement between the Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Transfers/Dedications of Lands and Easements

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

External Transfers by Deed to the Township

To be transferred to the Township PRIOR to registration of this Agreement, namely the lands described as and referred to as “the Baumlisberger Easements” as follows:

- a) Part 1 – Plan 7R-6673
Easement being the transfer from Ralph and Julie Baumlisberger registered as Instrument No. DC 234911 on September 24, 2021 as detailed on the Parcel Register for PIN 34041-0016 in Land Registry Office #7

- b) Part 1 – Plan 7R-6676
Easement being the transfer from Eugene and Irmgard Baumlisberger registered as Instrument No. DC 2349112 on September 24, 2021 as detailed on the Parcel Register for PIN 34041-0048 in Land Registry Office #7

Internal Transfers by Deed to the Township

- a) Park Land Dedication
Block 75

- b) Reserve(s)
Blocks 81 to 94 inclusive

- c) Road Widening
Blocks 79, 80

- d) Storm water Management
Block 74 (Stormwater pond)
Block 77 and Block 78 (stormwater swales and servicing infrastructure)
Rear of Lots 32 to 34 (Parts 1 to 3) together with Rear of Lots 56 to 59 (Parts 9 to 12) and Rear of Lots 35 to 36 (Parts 4 to 5) and Rear of Lots 50 to 52 (Parts 6 to 8) respectively on R Plan 7R-xxxx (stormwater swales).

NTD: The R Plan is to deposited prior to execution of this Agreement by the Township (Mayor and CAO) and subsequent to the updating, the relevant paragraphs updated, the highlighting and this NTD deleted.

- e) All lands required as part of the expansion of the Township water supply system.
- f) Any other land or easements the Township subsequently determines are required for completing the drainage or for the installation of the Works, which the Owner shall convey same on demand, should the Owner own such lands, or shall use reasonable commercial efforts to have such lands, easement or other interests conveyed to the Township.

Roads (Streets)

- g) Roads

Roads One (Fennell Drive) and Road Two (Ewing Way) as shown and dedicated by certificate on the Plan

Road Three (Elmer Gordon Avenue) being Block 76 dedicated gratuitously to the Township and established as a highway by by-law

Schedule “E”

to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

List of Approved Construction Drawings for the Works

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

The following drawings as approved by the Township Engineer, including redmarked revisions, are to be read in conjunction with and form part of the Agreement.

Drawing No.	Description	Rev. Date
	COVER PAGE	
ESC-1	EXISTING CONDITIONS, REMOVALS, EROSION AND SEDIMENT CONTROL PLAN 1 OF 2	2021 11 09
ESC-2	EXISTING CONDITIONS, REMOVALS, EROSION AND SEDIMENT CONTROL PLAN 2 OF 2	2021 11 09
GP-1	OVERALL GRADING PLAN	2021 11 09
GP-2	OVERALL GRADING PLAN VOLUMES	2021 11 09
GP-3	GRADING PLAN 1 OF 4	2021 11 09
GP-4	GRADING PLAN 2 OF 4	2021 11 09
GP-5	GRADING PLAN 3 OF 4	2021 11 09
GP-6	GRADING PLAN 4 OF 4	2021 11 09
STM-1	STORM CATCHMENT PLAN	2021 11 09
SWM-1	SWM POND GRADING PLAN	2021 11 09
SWM-2	STORMWATER MANAGEMENT CROSS SECTION & DETAILS	2021 11 09
SERV-1	GENERAL SERVICING PLAN	2022 01 27
PP-1	PLAN AND PROFILE FENNEL DRIVE STA 1+000 TO STA 1+300	2022 01 27
PP-2	PLAN AND PROFILE FENNEL DRIVE STA 1+300 TO STA 1+540	2022 01 27
PP-3	PLAN AND PROFILE FENNEL DRIVE STA 1+540 TO STA 1+800	2022 01 27

PP-4	PLAN AND PROFILE FENNEL DRIVE STA 1+800 TO STA 2+000	2022 01 27
PP-5	PLAN AND PROFILE EWING WAY STA 3+000 TO STA 3+340	2022 01 27
PP-6	PLAN AND PROFILE EWING WAY STA 3+340 TO STA 3+540	2022 01 27
PP-7	PLAN AND PROFILE EWING WAY STA 3+540 TO STA 3+840	2022 01 27
PP-8	PLAN AND PROFILE ELMER GORDON AVENUE STA 4+000 TO STA 4+180	2022 01 27
PP-9	PLAN AND PROFILE BLOCK 77 STA 0+000 TO STA 0+210	2021 11 09
PP-10	PLAN AND PROFILE PARK BLOCK – STORM ALIGNMENT STA 0+000 TO STA 0+140	2022 01 27
PP-11	PLAN AND PROFILE BLOCK 78 STA 0+000 TO STA 0+170	2022 01 27
PP-12	PLAN AND PROFILE STATION STREET STA 9+280 TO STA 9+500	2022 04 08 TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-13	PLAN AND PROFILE STATION STREET STA 9+500 TO STA 9+720	2022 04 08 TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-14	PLAN AND PROFILE STATION STREET STA 9+720 TO STA 9+940	2022 04 08 TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-15	PLAN AND PROFILE STATION STREET STA 9+940 TO STA 10+160	2022 04 08 TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-16	PLAN AND PROFILE	2022 04 08

	STATION STREET STA 10+160 TO STA 10+380	TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-17	PLAN AND PROFILE STATION STREET STA 10+380 TO STA 10+530	2022 04 08 TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER
PP-18	PLAN AND PROFILE 9 TH LINE STA 7+850 TO STA 8+150	2021 11 09
PP-19	PLAN AND PROFILE 9 TH LINE STA 8+180 TO STA 8+520	2021 11 09
DET-1	GRADING & SERVICING DETAILS 1 OF 2	2021 10 25
DET-2	GRADING & SERVICING DETAILS 2 OF 2	2021 10 25
PMK1	PAVEMENT MARKING AND SIGNAGE PLAN	2021 11 09
XS-1	9 TH LINE CROSS SECTIONS	2021 11 09
VM-1	TREE REMOVAL & PROTECTION PLAN 1 OF 2	02/04/2021
VM-2	TREE REMOVAL & PROTECTION PLAN 2 OF 2	02/04/2021
L1	STREETSCAPE PLAN 1 OF 9	02/04/2021
L2	STREETSCAPE PLAN 2 OF 9	02/04/2021
L3	STREETSCAPE PLAN 3 OF 9	02/04/2021
L4	STREETSCAPE PLAN 4 OF 9	02/04/2021
L5	OVERALL FENCING PLAN 5 OF 9	02/04/2021
L6	STREETSCAPE DETAILS 6 OF 9	02/04/2021
L7	PARK LANDSCAPE PLAN 7 OF 9	02/04/2021
L8	SWM POND LANDSCAPE 8 OF 9	02/04/2021
L9	LANDSCAPE DETAILS 9 OF 9	02/04/2021
E-101	STREET LIGHTING DESIGN STATION STREET	2022/06/10
E-102	STREET LIGHTING DESIGN FENNELL DR – NORTH OF ELMER GORDON AVENUE	2022/06/10
E-103	STREET LIGHTING DESIGN FENNELL DR & ELMER GORDON AVENUE	2022/06/10
E-104	STREET LIGHTING DESIGN FENNELL DR & EWING WAY WEST INTERSECTION	2022/06/10
E-105	STREET LIGHTING DESIGN EWING WAY	2022/06/10
E-106	STREET LIGHTING DESIGN FENNELL DR & EWING WAY EAST INTERSECTION	2022/06/10

E-107	STREET LIGHTING DESIGN DETAILS	2022/06/10
SL-101	STREET LIGHTING DESIGN PHOTOMETRIC OVERVIEW	2022/06/10
SL-102	STREET LIGHTING DESIGN PHOTOMETRIC TYPICAL LAYOUT	2022/06/10
SL-103	STREET LIGHTING DESIGN PHOTOMETRIC VARIOUS INTERSECTIONS	2022/06/10
	UTILITY COORDINATION PLANS	TO BE SUBMITTED TO THE SATISFACTION OF THE TOWNSHIP ENGINEER

NTD: All are to be approved by the Township Engineer and this Schedule updated prior to execution of this Agreement by the Township (Mayor and CAO). It is acknowledged that minor modifications to the Station Street drawings remain required, together with the street lighting plans. The Township may at its option require such drawings to be finalized prior to execution, or may include in the execution version of this Agreement a note to this Schedule authorizing the Township Engineer to make such minor amendments as may be necessary. The Utility Coordination Plans remain outstanding and are subject to approval of the Township Engineer. Upon such finalization of amendments to all drawings subsequent to the execution of this Agreement the Township Engineer shall provide a confirmatory letter regarding the final drawings and such letter shall be read as being part of this Schedule and Agreement hereto.

Schedule “F”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Master Grading Plan

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

The following drawings as approved by the Township Engineer, including redmarked revisions, are to be read in conjunction with and form part of the Agreement and are collectively referred to as the Master Grading Plan.

Name	Sheet	Prepared by	Revision No.	Date
GRADING PLAN 1 OF 4	GP-3	IBI Group	10	2021 11 09
GRADING PLAN 2 OF 4	GP-4	IBI Group	10	2021 11 09
GRADING PLAN 3 OF 4	GP-5	IBI Group	10	2021 11 09
GRADING PLAN 4 OF 4	GP-6	IBI Group	10	2021 11 09

NTD: All drawings are to be approved by the Township Engineer and this Schedule updated prior to execution of this Agreement by the Township (Mayor and CAO) and subsequent to the updating, this NTD deleted.

Schedule “G”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Financial Obligations of the Owner

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

1. Summary of Cash Payments for Fees, Levies and Charges

The Owner shall pay to the Township, prior to the execution of this Agreement by the Township:

- a) \$2,000.00 for subdivision agreement fee pursuant to the Tariff of Fees By-law;
- b) \$25,500.00 for administration fee per Lot (\$350 x 73 Lots) pursuant to the Tariff of Fees By-law;
- c) \$50,000.00 as contribution to the long-term maintenance of the stormwater facilities;
- d) Contribution for cash-in-lieu-of-parkland to the satisfaction of the Township prior to execution of this Agreement in the amount of \$140,880.00 (and subject to adjustment should payment not be made in 2022);
- e) \$18,250.00 being (\$250 x 73 Lots) for driveway entrances fees ;
- f) Detailed Plot Plan Fees as invoiced pursuant to section 51 of this Agreement;
- g) Lot Grading and Inspection Fees as invoiced pursuant to section 51 of this Agreement;
- h) Water Service Commencement Contribution Fee in the amount of \$25,000.00;

The TOTAL amount of monies to be paid to the Township is. \$TBD.

2. Summary of Security Deposits

The Owner shall deposit with the Township prior to the execution of this Agreement a security in a form satisfactory to the Township Treasurer and the Township Solicitor:

- a. One hundred and twenty five percent (125%) of the total estimated cost, including consulting engineering fees and maintenance fees, for Works to be installed by the Owner in accordance with this Agreement and as set out under **Schedule “H”**, attached to the Agreement, which estimated amount is calculated to be the sum of:

\$TBD

Deposit of the above amount may be made in two payments, one for the total estimated cost of the preservicing Works which shall be deposited on execution of the Agreement, with the remainder amount to be deposited prior to the granting of final approval. The amount of the two payments is set out below:

At execution:	\$TBD
Prior to final approval:	\$TBD

- b. the deposit in accordance for fees of the Township Engineer, Township Solicitor, and any other consultants – the Township development review team - - as required, and which deposit shall be replenished from time to time as may be required in accordance with this Agreement:

\$30,000.00

- d. Imported Fill Compliance Deposit in the amount of \$200,000
- e. Entrance (Driveway) Deposits in the amount of \$54,750.00 (being \$750.00 x 73 Lots).

TOTAL SECURITY required at the time of execution of the Agreement:
\$[amount]

3. Payable Prior the Commencement of the Maintenance Period

Letters of Credit

- a. Retention of that part of the Letter of Credit(s) as required

4. Payable at the Time of Building Permit Application

The following charges/fees and levies shall be paid by the Applicant for a building permit:

- a. Development Charge(s)

The amount of the development charge, as indexed, in place as of the date of application for the building permit;

- b. Architectural Control Review Fees as invoiced in accordance to section 51 of this Agreement to the Owner;
- c. Water Connection Fee in the amount of \$75.00;

- d. Water Meter Fee, including the remote reader, to be paid by the Owner, including any fees incurred and invoiced pursuant to section 51 of this Agreement including the invoices of the Township Engineer and the Township Water Operator., should a water meter is required by the Township;

It is agreed and acknowledged by the Owner that the Township reserves the right to index the required payments under Section 1 to 4 of Schedule "G" by the CPI Index for any payments that have not been made by December 31, 2022, and thereafter at the commencement of each calendar year.

NTD: All amounts are to be satisfactory to the Township prior to this Agreement being executed by the Township.

Schedule “H”

to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Estimated Cost of Works to be Installed Out by the Owner
for Works Included in The Agreement

Subdivision File No: 22-T-96001

Name of Subdivision: Summerhill Farmstead

WORKS	TOTAL PRICE
Internal Works (includes connection to Russel Hill Road)	
Site Preparation & General Works	\$2,262,500.00
Storm System	\$1,290,121.95
Watermain	\$659,750.00
Primary Surface Works	\$1,581,611.25
Final Surface Works	832,800.00
External Works – Station Street	
Site Preparation & General Works	\$54,800.00
Storm System	\$180,979.60
Watermain	\$159,000.00
Primary Surface Works	\$81,900.00
Final Surface Works	\$28,300.00
External Works – 9th Line	
Site Preparation & General Works	\$22,400.00
Watermain	\$39,000.00
Primary Surface Works	\$40,950.00
Final Surface Works	\$12,600.00
Landscaping	
General Site (Excluding Park and SWM Block)	\$374,350.00
Park Block	\$244,665.00
Stormwater Management Pond (SWM) Block	\$105,670.00
Water System Storage Upgrade	
Reservoir and Associated Costs	\$4,144,000.00
Contingencies at 10%	TBD
Engineering and Landscaping Fees at 10%	TBD
Sub Total	TBD
125% Security Deposit	TBD

Notes:

The Owner has previously deposited an existing Letter of Credit under the Subdivision (Pre-Servicing) Agreement in the amount of \$758,904.00. The Owner is required to have a deposited Letter of Credit(s) for the Subdivision (Pre-Servicing) Agreement and for the Subdivision (Comprehensive) Agreement in the total amount of \$TBD. The Owner shall provide a Letter of Credit for \$TBD (\$TBD less \$758,904.00), rounded to \$TBD and as shown on Schedule "G".

NTD: The Water System Storage Upgrade estimates are to be confirmed by the Township Engineer prior to execution of this Agreement.

Schedule "I"

to this Subdivision (Comprehensive) Agreement between the Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc..

Purchaser's Acknowledgement

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

LOT NO. [#] ON PLAN (to be filled in)

I/We are a purchaser of a building Lot/house in the Summerhill Farmstead Subdivision.

I/We acknowledge that the Agreement of Purchase and Sale that I/We entered into stated the following, and that I/We have been given the following documents when I/We signed the Agreement of Purchase and Sale:

1. The Draft Plan of Subdivision is as modified and approved by the Township on [DATE]. The Draft Plan of Subdivision has not obtained final approval or registration, and under the *Planning Act* modifications or amendments to the Draft Plan of Subdivision are permitted, together with the withdrawal of Draft Plan approval should the Plan exceed its lapsing date without the lapsing date being extended.

NTD: The date of the Township Council decision approving the redlined draft plan (together with revising conditions) shall be inserted in the above clause prior to the execution of this Agreement, with this NTD deleted.

2. I/We received a paper copy of the Community Information Map (approved by the Township of Amaranth, ("Township")) which document shows the draft approved Plan of Subdivision and which Community Information Map is part of this Schedule.

1. I/We acknowledge being advised that the lot is subject to one of more Subdivision Agreements with the Township. I/We acknowledge and agree to be bound by and to comply with the Subdivision Agreements, which run with the land, and shall not take act or omit to take any act that would have the effect of a default under the Subdivision Agreements. I/We acknowledge that until the Plan of Subdivision is final and registered that the Township may amend its requirements, including requiring additions to this Schedule set out herein.

2. I/We acknowledge being advised by a clause in the Agreement of Purchase and Sale that with respect to the water supply that the house being purchased shall be serviced:

- a. by municipal water supply provided by the Township of Amaranth;
- b. a water supply connection charge, a water service commencement contribution fee and a water meter charge (should the Township determine that water meters are to be installed) shall be invoiced by the Township;
- c. the Township (and/or its designate) shall be invoicing water bills once the house is constructed; and,
- d. a dual check valve shall be installed prior to occupancy of the house.

3. I/We were advised by a clause in the Agreement of Purchase and Sale that with respect to septic (sewage) servicing that the house being purchased shall be serviced:
 - a. by a private septic system which may include a tertiary (level IV) septic system for denitrification (“private septic system”) which shall require regular maintenance at the my/our expense;
 - b. the house is not serviced by a public sewage system;
 - c. the private septic system shall be installed in accordance with the locations as shown on the Detailed Plot Plan;
 - d. I/We were given a copy of the Detailed Plot Plan as a schedule to the Agreement of Purchase and Sale;
 - e. [In the alternative, should the execution of this Schedule by the Purchaser predate the approval of the Detailed Plot Plan by the Township, then]: I/We understand that it is the Vendor’s responsibility to provide a copy of the approved Detailed Plot Plan to myself/us. Further, the application for municipal clearance of the building permit shall include a copy of the approved Detailed Plot Plan acknowledging receipt by myself/us by printing and signing my/our name(s) and dating the Detailed Plot Plan; and,
 - f. the Vendor shall provide a copy of an information package as approved by the Township which package shall include operating manuals and shall detail the usage, operation and maintenance of the private septic system including a tertiary (level IV) septic system for denitrification (if such tertiary system is installed) and the Vendor shall advise how the private septic system is to be used, operated and maintained, including requiring the myself/us to enter into an ongoing maintenance agreement for the tertiary (level IV) denitrification system. I/We understand that I/We must acknowledge receiving a copy of the information package and being so advised prior to occupying the house. I/We acknowledge that we are to properly maintain the private septic system per the information package provided by the Vender and Home Owners Manual. I/We will responsibly handle chemicals and other contaminants (such as paints, paint remover, adhesives, degreasing products, pesticides, etc.) and medications and properly dispose of chemicals, other contaminants and medications so as to not place them into the private septic system by putting them down the home’s drains or toilets.

4. I/We were advised by a clause in the Agreement of Purchase and Sale that with respect to the grading, servicing and building restrictions:
 - a. The Vendor reserved the right, notwithstanding completion of the sale, to enter upon the lot for a period of one (1) year after the completion of the sale or until the Township assumed its Works, whichever date is later, in order to alter the grading of the lot in compliance with the Detailed Plot Plan. [It is agreed that this subparagraph may be omitted from this **Schedule**, provided that the Township is furnished with evidence to its satisfaction that the requirement (or a higher requirement referenced in this subparagraph) is included in the Agreement of Purchase and Sale. The subparagraph may only be omitted on the Township providing written evidence of its satisfaction including the terms thereof];

- b. Where roof leaders are installed, I/We understand and agree that there are continuing lot grading obligations and requirements and a restrictive covenant regarding the discharge of roof leaders to the ground, which shall run with the land, in favour of the municipally owned lands, including the roads. I/We were advised that surface drainage including roof leaders and foundation drains must be directed away from the private septic system bed(s);
- c. I/We acknowledge and understand that the grading on the lot has been designed to accommodate the private septic system, and such grading shall not be altered and/or modified. Further I/We acknowledge that the grading on the lot has been designed for storm water management and such grading shall not be altered without the written consent of the Township. The restrictive covenant also prohibits the alteration of the drainage functions of the sump pump as installed and approved by the Chief Building Official without written authorization from the Chief Building Official. Further I/We acknowledge that the Township has been granted a restrictive covenant which shall run with the land prohibiting the alteration of grading and/or sump pump installation and construction without the Township's written consent, which restrictive covenant shall run with the land, in favour of the municipally owned lands, including the Township's roads;
- d. I/We acknowledge building restrictions, including a restrictive covenant in favour of the Township, are imposed on the lot, which restrictions prohibit the construction, erection or placement of the following on the primary septic bed location: any structures or buildings, including accessory buildings; swimming pools; decks; berms; foundations; trees; paving stones. In addition these building restrictions prohibit the construction, erection or placement on the reserve septic bed location: any structures or buildings, including accessory buildings; swimming pools; decks; berms; foundations; paving stones; and the planting of any additional trees. Existing tree subject to the tree preservation plan approval are not required to be removed from the reserve bed location unless the usage of the reserve bed becomes necessary. Further, the building restrictions also prohibit the installation of any underground lawn irrigation systems or automatic water sprinkler devices within the primary septic bed area (or reserve septic bed area), or in any area which may detrimentally affect the operation and effectiveness of the primary bed area. I/We acknowledge being further advised that there are minimum clearance distances from structures requiring building permits and swimming pools to private septic systems pursuant to the Ontario Building Code;
- e. I/We acknowledge being advised that retaining walls shall not be constructed upon lands owned by the Township or owned by other public authority, unless otherwise approved by the Township. No retaining wall, on the lot, or if otherwise authorized on Township or other public authority lands, shall exceed a maximum height of 1.5 metres on the exposed face, unless any additional height is approved by the Township Engineer in writing. The maintenance of any retaining walls constructed within the Plan shall be the responsibility of the Owner and subsequent Owners;
- f. I/We acknowledge no building permit shall be applied for and no municipal clearance shall be given for the construction of an accessory building, addition or structural alternation to an existing building or any pool on a Lot within the

Plan, until the final grading on the lot has been completed in accordance with the approved plans including the specific Detailed Plot Plan for the Lot, and the Consulting Engineer has provided certification of such compliance to the Township's satisfaction. An amendment to the Detailed Plot Plan shall be required for construction of any additional building, structure or pool on the Lot, to be approved by the Township Engineer, prior to or following grading certification by the Consulting Engineer. Provided the homeowner accepts all risk to proceeding in advance of final grading, and posts sufficient security to ensure that final grading can be carried out as previously approved, the Township may in its sole discretion allow the carrying out of some or all of the works in this subparagraph.

5. I/We acknowledge that any application for municipal clearance of building permit for a house shall include only drawings and elevations in accordance with the approved "Rural Landscape Preservation and Building Design Guidelines ("the Guidelines"). Should the execution of this **Schedule** by the Purchaser predate the approval of such Guidelines, then I/We understand that it is the Vendor's responsibility to provide us with a copy of the Guidelines. Further, the application for municipal clearance of the building permit shall include confirmation by the Purchaser of receipt of the Guidelines;
6. I/We acknowledge that mail delivery will be to a designated Community Mailbox and that I/We have been shown the location of the designated Community Mailbox as shown on the Community Information Map, being on Fennell Drive abutting the side yard of Lots 2, 15 and 24) and on Ewing Way (abutting the side yare of Lot 19) (and subject to any revision required by the Township and/or Canada Post). I acknowledge that a temporary location for the Community Mailbox may be in place for a period of time.
7. For the purchasers of Lot(s) abutting Canada Post Community Mailbox Pad: I/We acknowledge being advised that the Community Mailbox to service the Plan (and others that Canada Post may direct to use the Community Mail Box) shall be located on abutting the Lot we are purchasing as shown on the Community Information Map. The Township may at its option require a layby to be constructed in front of the Community Mail Box;
8. I/We acknowledge being shown the location of any catchbasins, streetlights, service pedestals, transformers and all other above ground utilities, including any located on our Lot (and if I/We have not been shown such location, I/We understand that should any above ground utilities be intended to be located on the Lot that it is the Vendor's responsibility to inform myself/us when this is known).
9. I/We acknowledge that there are sidewalks to be constructed on one side of each road within the Plan, being on the south side of Elmer Gordon Avenue, the east and north side of Fennell Drive and the outer road allowance on Ewing Way and that the location of street lights shall be as determined by the Township. I acknowledge that should the sidewalk abut and/or front on our Lot, that it is my/our responsibility to keep the sidewalk free and clear of ice during the winter, and we indemnify the

Township for any accidents or claims that may be brought should there be a slip and fall or other accident arising from a failure to keep the sidewalk free and clear of ice during the winter.

10. I/We acknowledge that there shall be a maximum of one driveway entrance onto the municipal road per lot within the Plan and that circular driveways shall not be permitted. For corner lots, only one driveway access is permitted from the municipal road (not two).
11. I/We acknowledge being advised that the Township assumes no responsibility for the maintenance of driveway aprons on Township property. No modifications, additions (such as landscaping features) shall be permitted within the Township's road allowance without written permission from the Township.
12. I/We acknowledge being advised, with respect to the Upper Grand District School Board as follows:

“The purchaser is advised that any children residing in the subdivision who will require the education services of the Upper Grand District Board of Education (School Board) may be directed to schools outside the neighbourhood.”

I/We acknowledge being advised, with respect to the Dufferin-Peel Catholic District School Board as follows:

“Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school; and,

That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

13. I/We acknowledge being advised that Block 75 is being dedicated to the Township for park purposes. The development of the parkland for public purposes, such as playgrounds or playing equipment, beyond passive open space, is undetermined, and may or may not occur, save and except for any parkland facilities paid for by the Vendor with such timing of the installation may not to be completed until 2025.
14. I/We acknowledge being advised as follows:

“The purchasers/tenants are advised that lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock, and normal farm practices are to be anticipated on these lands.”

15. I/We acknowledge being provided with information from the County of Dufferin regarding household waste management programs and household garbage pick-up schedules.
16. I/We acknowledge that the Vendor is required to provide a fencing plan for approval by the Township for the Lots, and once the fencing plan is approved, it is the Vendor's responsibility to provide a copy of the approved fencing plan to myself/us, and it is the Vendor's responsibility to install the approved fencing.
17. I/We acknowledge that the Vendor is required to plant two trees on the frontage of the Lot (as boulevard trees outside the Township's road allowance) to the satisfaction of the Township.
18. For the purchaser(s) of Lot(s) abutting Block 76 (Road Three—Elmer Gordon Avenue): I/We acknowledge being advised of a road allowance abutting the side of the Lot, being a Road. This Road shall be constructed at the time of the development of the Plan to provide access to and from the Plan to existing development. Driveway access is not permitted from this Road.
19. For the purchaser(s) of Lots[x]: I/We acknowledge being advised of easements being granted to Hydro One and Enbridge Gas for their respective infrastructure in a location proximate to the road allowance(s), and our use of the easement land shall be subject to the terms imposed under the easements. Should this be unknown at the time of the execution of this Purchaser's Acknowledgement, I/We acknowledge that the Vendor has confirmed that it will advise us in a timely manner when this is known;
20. For the purchaser(s) of Lot(s) 4 to 51 and 60 to 73: I/We acknowledge that the Lot is located in Waldemar's wellhead protection area for the municipal water supply and requires that policies under the Source Protection Plan are implemented as part of the *Clean Water Act*. To implement the required policies, I/We are to properly maintain the private septic system, responsibly handle chemicals and other contaminants (such as paints, paint remover, adhesives, degreasing products, pesticides) and medications and properly dispose of chemicals, other contaminants and medications so as to not place them into the private septic system by putting them down the home's drains or toilets.
21. I/We acknowledge that I/We have been advised that a copy of this Acknowledgement, together with any required supplemental documentation, is to be filed with the Township, and should the Township not receive such copy and documentation, we were advised that the Township may decline to answer a real estate solicitor compliance letter, or reference the failure to provide such an acknowledgement in its response, and may decline to issue municipal clearance of a building permit application. I/We acknowledge receiving a copy of this paragraph as part of the Agreement of Purchase and Sale.
22. I/We were advised of all the development charges related to the development, together with any other individual fees, charges and levies to be paid prior to the issuance of a building permit for the dwelling on the Lot. [to be inserted on any

Agreement of Purchase and Sale which occurs prior to the issuance of building permit for the dwelling on the Lot].

23. I/We acknowledge that I/We have been advised that a copy of this Acknowledgement, together with any required supplemental documentation, is to be filed with the Township, and should the Township not receive such copy and documentation, we were advised that the Township may decline to answer a real estate solicitor compliance letter, or reference the failure to provide such an acknowledgement in its response, and may decline to issue municipal clearance of a building permit application. I/We acknowledge receiving a copy of this paragraph as part of the Agreement of Purchase and Sale;
24. I/We were advised that occupancy of the house shall not be permitted until there is compliance with the clause dealing with the conditions for occupancy contained in the Subdivision (Comprehensive) Agreement, and I/We agree not to make a request of the County Chief Building Official to occupy the house until such matters are complied with. Should the execution of this **Schedule** by the Purchaser predate the execution of the Subdivision (Comprehensive) Agreement between the Township and the Owner, then I/We understand that it is the Vendor's responsibility to provide us with a copy of the clause. Further, the application for municipal clearance of the building permit shall include a copy of the applicable clause from the Subdivision (Comprehensive) Agreement acknowledging receipt by the Purchaser signing and dating said copy of the clause;
25. Upon occupancy of the house being granted, I/We acknowledge that in order to assist emergency services, including the Fire Department, that we shall install a sign on the lot in a form satisfactory to the Township including the Fire Chief, advising that the house is occupied unless the Fire Chief agrees to an alternative process;
26. For the purchasers of Lots 32 to 34, 56 to 59, 35 to 36 and 50 to 52: I/We acknowledge and understand that a stormwater swale (ditch) has been constructed at the rear of our lot, and that this stormwater swale is subject to an easement in favour of the Township. The stormwater swale is to remain grassed, and the grading shall not be altered and/or modified, and no additional plantings or structures, such as shrubbery and/or flower beds and/or sheds are permitted to be planted and/or installed within the easement;
27. [Where the Purchaser of the Lot is a builder that has purchased the property for the purpose of constructing a residence on the property and re-selling it to a homeowner, the following clause:] I/We agree to ensure that the clauses contained in paragraphs 1 to 26 above shall be included in the Agreement of Purchase and Sale of the house.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2022.

Witness [Signature]

Purchaser [Signature]

Name of Witness [Printed]

Name of Purchaser [Printed]

Address of Witness [Printed]

Additional Execution Block to be included if Co-Purchaser(s)

Witness [Signature]

Purchaser [Signature]

Name of Witness [Printed]

Name of Purchaser [Printed]

Address of Witness [Printed]

Notes:

The Township acknowledges that the Owner may have had the Purchaser(s) execute the clauses in alternate order(s), or had certain clauses executed subsequently. Provided that all necessary clauses are included in documentation provided to the Town by or on behalf of the Purchaser(s), this is sufficient to satisfy the required filing.

Schedule “J”

to this Subdivision (Comprehensive) Agreement between the Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Progress and Completion

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

Site Clearing and Grubbing

Start Prior to commencement of any grading activities or as directed by Township.
Complete Prior to Topsoil stripping, Site Grading and Earthworks commencing.

Erosion and Sediment Measures per Engineering Drawings listed in Schedules “E” and “F”

Start Prior to commencement of any grading activities or as directed by Township.
Complete Once site has stabilized as certified by the Owner’s Consulting Engineer to the satisfaction of the Township.

Site Grading and Earthworks for pre-grading of Lots and roadways to subgrade (Includes utility crossing in roads)

Start After completion of Erosion and Sediment Measures.
Complete Prior to Road Construction

Road construction including Granular “B”, Granular “A” and base course asphalt

Start After completion of Site Grading and Earthworks or as directed by the Township (although asphalt shall not be placed later than Nov 15 of any calendar year)
Complete October 31, 2022 or as otherwise directed by the Township Engineer (although asphalt shall not be placed later than Nov 15 of any calendar year)

Watermain Construction on Station Street

Start As directed by Township

Complete Prior to first Occupancy

Note: It is required that the external watermain work is constructed in a timely/on-going manner as to limit the overall impact to the existing residents.

9th Line Construction

Start As directed by Township

Complete Prior to first occupancy

Landscaping

Stormwater Management Block

Start As directed by Township

Complete Prior to first occupancy

Street Tree Planting

Start As directed by Township

Complete Prior to top course asphalt

9th line Screening

Start As directed by Township

Complete Prior to first occupancy

Fencing

Start As directed by Township

Complete Prior to first occupancy

Street Lighting

Start As directed by Township

Complete Energized within 90 days of the issuance of the first building permit and prior to first occupancy.

Park (Block 75)

Start	As directed by Township
Complete	Prior to occupancy of the final dwelling

Top Course Asphalt

Start	Only as directed/approved by the Township (asphalt shall not be placed later than Nov 15 of any calendar year)
Complete	As directed by the Township

Notes:

To the extent that any time period for the progress and completion of the required Works differs between the body of this Agreement and **Schedule “J”**, the most restrictive time period governs. In all circumstances, the Township reserves the right to alter without amendment to the Agreement, the time lines set out in the Agreement and **Schedule “J”**.

NTD: All timing to be confirmed with Cachet Developments (Waldemar) Inc. prior to providing the Agreement to Council for its approval with this NTD then deleted.

Schedule "K-1"

to this Subdivision (Comprehensive) Agreement between the Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Statutory Declaration (For Preliminary Acceptance of Works)

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

I, [representative] of [place of residence], do solemnly declare that:

- I. That I am an officer of Cachet Developments (Waldemar) Inc., and as such have personal knowledge of the facts hereunder declared.
- 2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which has been incurred by contractors and/or subcontractors in the performance of the Works required under this Subdivision (Comprehensive) Agreement for which the Owner might in any way be held responsible have been paid in full under the Contract(s) between the Owner and the Contractor and/or Subcontractor up to [DATE], as set forth in Progress Claim No. [NO.], relating to Payment Certificate No. [NO.], except for:

(a) Holdback monies properly retained;

(b) Payments deferred by agreement between the Owner and the Contractor/Subcontractor,

[INSERT DETAILS INCLUDING PARTIES AND \$\$];

(c) Accounts withheld by reason of legitimate dispute, between [NAMES] in the amount of [\$\$].

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the [Place], this ____ day of _____, 202_.

c/s

A Commissioner of Oaths,
Notary Public, Justice of the Peace

[Name], [Office]
Cachet Developments (Waldemar) Inc.

I have authority to bind the corporation.

Schedule “K-2”

to this Subdivision (Comprehensive) Agreement between the Township of Amaranth and Cachet Developments (Waldemar) Inc.

Statutory Declaration (For Final Acceptance of Works and Release of Security)

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

I, [representative] of [place of residence], do solemnly declare that;

1. That I am an officer of Cachet Developments (Waldemar) Inc., and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which has been incurred by contractors and/or subcontractors in the performance of the Works required under this Subdivision (Comprehensive) Agreement for which the Owner might in any way be held responsible have been paid in full under the Contract(s) for the construction of the Works between the Owner and the Contractor and/or Subcontractor.
3. No charges, claims, liens, preserved or perfected liens have been made, brought or registered pursuant to the *Construction Act*, as amended, arising out of the performance of this Subdivision (Comprehensive) Agreement by the Owner and its servants, employees, agents and contractors, or any such charges, claims, liens, preserved or perfected liens made, brought or registered pursuant to the *Construction Act*, as amended, arising out of the performance of this Subdivision (Comprehensive) Agreement by the Owner and its servants, employees, agents and contractors have been paid, discharged, and/or released, and I further confirm that I have been advised by the Owner’s solicitor that the time for making any such charges, claims, liens, preserved or perfected liens pursuant to the *Construction Act*, as amended, has expired, and are now statutorily barred.
4. I am unaware of any litigation, pending litigation, claims, and/or disputes arising out of the performance of this Subdivision (Comprehensive) Agreement by the Owner and its servants, employees, agents and contractors with respect to the construction, installation and operation of the Works required under this Subdivision (Comprehensive) Agreement.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the [Place], this _____ day of _____, 202_.

c/s

A Commissioner of Oaths,
Notary Public, Justice of the Peace

[Name], [Office]
Cachet Developments (Waldemar) Inc.

I have authority to bind the corporation.

Schedule "L"

to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Form of Letter of Credit

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

REQUIRED – to be on bank letterhead
Letter of Credit No. _____ Amount:
Initial Expiry Date

TO: THE CORPORATION OF THE TOWNSHIP OF AMARANTH
Administration Office
374028 6th Line
Amaranth ON L9W 0M6

WE HEREBY AUTHORIZE YOU TO DRAW ON THE
(Name of the Bank and Address) for the account of (Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____
DOLLARS (\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer:
we the: (Name of the Bank) hereby establish and give you an Irrevocable Letter of Credit in
your favour in the above amount which may be drawn on in whole or in part by you at any
time and from time to time upon written demand for payment under the Corporate Seal of
the Township made upon us by you which demand we shall honour without enquiring
whether you have the right as between yourself and the said customer to make such demand,
and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Township Works, services and
financial obligations set out in a Subdivision (Comprehensive) Agreement between the
customer and the Township and referred to as
(Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by
notice in writing to the undersigned by the Corporation of the Township of Amaranth.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be
subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically
extended without amendment from year to year from the present or any future expiration date
hereof, unless at least 30 days prior to the present or any future expiration date, we notify
you in writing by registered mail that we elect not to consider this Letter of Credit to be
renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 2022.

COUNTERSIGNED BY:(Name of Bank) Per:

Schedule “M”
to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

List of Approved Model Home(s) Drawings

To be listed

Schedule "N"

to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Fire Department Requirements

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

1. No opening burning allowed.
2. Building materials not allowed to be stored on the roadway. Fire hydrants are to be clear and unobstructed at any time.
3. No more than six (6) partially constructed dwellings on adjacent Lots, only a foundation building permit shall be issued for further adjacent Lots.
4. Street name and house numbers to be installed prior to any owners or tenants occupying a dwelling.
5. Fire hydrants are to be flow tested once installed and any additional extensions added to the system will require complete flow testing. Flow test results to be submitted to the Fire Chief. No dead ends within the system.
6. Fire hydrants to have connections that are compatible to the local fire department equipment.
7. Fire hydrant locator plates (Mark-A-Hydrant) are to be installed on all fire hydrants.
8. Contractor vehicles, trailers, garbage bins or construction type equipment are not to be stored on or block roadways (daily parking only allowed on one side of the roadway). Prior to any construction, the Owner shall inform all builders and contractors of this requirement. Should construction parking become an issue, the Owner shall be required to prepare and install special temporary "no parking" signage to the satisfaction of the Township that further enforces this requirement
9. Roadways will be accessible and maintained always for emergency response vehicles. The Owner shall have temporary no parking signs on-site to designate one side of the road as no parking to ensure that the roadway remains accessible.
10. An onsite person to be designated as fire warden during regular working hours and contact information is to be provided to the Fire Chief. A Site Emergency Plan is to be issued to the Fire Department prior to construction. This plan is to include who will meet the Fire Department on site in case of an emergency and supervisory staff are to be familiar with the plan. A copy of Site Emergency Plan to be posted on site. Any changes to the plan must be shared with the Fire Department and any site supervisory personnel.
11. Fire extinguishers of sufficient quantity and type to be located at any fuel operated construction equipment.
12. Fire extinguishers are to be adjacent to any "hot works" operations such as cutting torches or welding etc.

13. Flammable and combustible liquids to be properly stored.
14. Any site security must be trained in the Site Emergency Plan.
15. Subject to satisfaction of the conditions for occupancy, the Owner shall notify the Township including the Fire Department when the first dwelling is occupied. Upon occupancy of any dwelling, a sign shall be placed at each lot to identify the lot as occupied, or as per arrangements to the satisfaction of the Township including the Fire Chief.
16. Prior to issuance of building permit(s), each lot shall be signed with the respective lot number and all street signage naming Fennell Drive and Ewing Way installed.
17. Open flames are not permitted and any use of heaters such as salamander heaters shall not be left unattended and all manufacturer instructions shall be adhered to.

Schedule "O"

to this Subdivision (Comprehensive) Agreement between the
Township of Amaranth and Cachet Summerhill Homes (Amaranth) Inc.

Subdivision File No: 22-T-96001
Name of Subdivision: Summerhill Farmstead

Subdivision (Pre-Servicing) Agreement dated April 18, 2022 as executed between the Owner (pursuant to the Owner's prior corporate name, and which continues to bind the Owner now named Cachet Summerhill Homes (Amaranth) Inc.) and the Township and registered as Instrument No. DC 246782 on the lands legally described as Part Lot 2, Concession 9, being Part 1, on Plan 7R6507 in the Township of Amaranth, in the County of Dufferin and as set out in PIN No. 34042-0197 in Land Registry Office #7.