

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

**SUBDIVISION AGREEMENT
For South Point Subdivision**

between

2695352 Ontario Limited

- and -

The Corporation of the Municipality of South Huron

Dated _____, 2019

The Corporation of the Municipality of South Huron

322 Main Street South
Box 759
Exeter, Ontario
N0M 1S6

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Section 1 – Interpretation2

1.1 Definitions.....2

1.2 List of Schedules3

Section 2 -- Order of Procedure3

Section 3 -- Installation of Services4

3.1 General.....4

3.2 Municipality’s Legal, Planning, and Engineering Costs5

3.3 Developer’s Engineer.....5

3.4 Works to be Installed6

3.5 Approval of Plans.....6

3.6 Notification of Commencement6

3.7 Progress of Works6

3.8 Scheduling of Works.....7

3.9 Contractor.....7

3.10 Utility Costs and Charges7

3.11 Access Roads.....7

3.12 Movement of Fill7

3.13 Damage to Existing Plant.....7

3.14 Signs7

3.15 Testing.....8

3.16 Erosion and Silting Control8

3.17 Emergency Access8

3.18 Construction Refuse and Weeds8

3.19 Dust Control.....8

3.20 Street Names.....8

3.21 Municipal Street Numbers.....8

3.22 Driveways9

3.23 Contaminants9

3.24 Archaeological Assessment.....9

Section 4 -- Acceptance of Works.....10

4.1 Stages of Construction and Services10

4.2 Inspection and Acceptance of the Works10

4.3 Final Acceptance of the Works10

4.4 Acceptance During Winter Months.....10

4.5 Use of Works by Municipality11

4.6 Replacement of Survey Bars11

4.7 Ownership of Services11

Section 5 -- Maintenance of Works11

5.1 Maintenance of Works11

5.2 Road Maintenance.....11

5.3 Emergency Repairs12

Section 6 -- Drainage and Landscape Design12

6.1 Drainage.....12

6.2 Preservation of Trees.....12

6.3 Lots Unsuitable for Building12

6.4 Lot Grading.....12

6.5 Maintenance of Lot Grading.....14

Index (cont'd)

Section 7 -- Lands to be Conveyed	14
7.1 Lands for Municipal Purposes.....	14
7.2 Easements.....	15
7.3 Turning Circles.....	15
Section 8 -- Administration	15
8.1 Voiding Agreement	15
8.2 Developer's Expense	15
8.3 Phasing	15
8.4 Scheduling, Progress and Completion	16
8.5 Developer's Liabilities	16
8.6 Insurance.....	16
8.7 Legal Notice to Developer.....	16
8.8 Registration	17
8.9 Mortgages/Encumbrances	17
8.10 Requirements for Building Permits.....	17
8.11 Requirements for Occupancy.....	18
8.12 Special Building Permits/Model Homes	19
8.13 Right to Enter into an Agreement.....	19
8.14 Successors and Assigns.....	19
8.15 Notification to Purchaser.....	19
8.16 No Municipal Liability	19
8.17 Assignment.....	20
8.18 Conflict	20
8.19 Severability	20
8.20 Amendment	20
8.21 Further Assurances	20
8.22 Joint and Several.....	20
Section 9 -- Financial Provisions	20
9.1 Development Charges, Drainage and Local Improvement Charges.....	20
9.2 Deposited Securities.....	21
9.3 Reduction of Deposited Securities	21
9.4 Statutory Declaration of Accounts Paid.....	22
9.5 Construction Lien Act.....	22
9.6 Partial Release	22
Section 10 -- Special Provisions	
- See Schedule "M".....	22
Section 11 -- Draft Plan Conditions	22
11.1 Draft Plan Conditions.....	22
Section 12 -- Conditional on County Approval	23
12.1 Conditional on County Approval.....	23

Index (cont'd)

LIST OF SCHEDULES

Schedule "A" -- Description of Lands Being Subdivided24

Schedule "B" -- Plan of Subdivision.....25

Schedule "C" -- Municipal Servicing Standards26

Schedule "D" -- Works to be Constructed.....35

Schedule "E" -- Itemized Estimate of Costs of Construction of Each Part of the Works.....36

Schedule "F" -- List of Lots Unsuitable for Building Purposes37

Schedule "G" -- Owner's Final Grading Certificate.....38

Schedule "H" -- List of Lands for Municipal Purposes and Easements to be Granted
to the Municipality39

Schedule "I" -- No Occupancy Agreement40

Schedule "J" -- Application for Reduction of Security.....41

Schedule "K" -- Form of Partial Release.....42

Schedule "L" -- Conditions of Draft Approval.....43

Schedule "M" -- Special Provisions.....46

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate on the _____ day of _____, 2019 A.D.

BETWEEN:

2695352 ONTARIO LIMITED

hereinafter called the "Developer" of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

hereinafter called the "Municipality" of the SECOND PART

WHEREAS the Developer is the owner of the Land described in Schedule "A" (the "Lands") to this Subdivision Agreement (hereinafter called the "Agreement") and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by reference to a Registered Plan of Subdivision.

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the County of Huron (hereinafter called the "County"), for approval of a Plan of Subdivision (hereinafter called the "Plan"), which is annexed hereto as Schedule "B" to this Agreement.

AND WHEREAS the Municipality has been authorized by the County to require the Developer to agree to construct and install certain municipal services as hereinafter provided and herein referred to as the "Works" as set out in Schedule "D" and in this Agreement and to make financial arrangements with the Municipality for the installation and construction of required services before final approval of the Plan by the County.

AND WHEREAS the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Municipality in lieu of dedicating such land.

AND WHEREAS the word "Developer" where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement titled “Subdivision Agreement” and all Schedules annexed hereto.

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario.

“Certificate of Final Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.3.

“Certificate of Inspection Re: Readiness for Occupancy” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 8.10.

“Certificate of Preliminary Acceptance” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.2.

“Conservation Authority” means the Ausable Bayfield Conservation Authority and its successors and assigns.

“County” means The Corporation of the County of Huron and its successors and assigns.

“Damage/Lot Grading Deposit” means the amount of \$2000.00 per lot or block shall be paid by the Developer to the Municipality by way of cash or letter of credit as described in Section 8.9 of this Agreement.

“Deposited Securities” means the securities deposited by the Developer pursuant to Section 9 herein.

“Developer” means, collectively, 2695352 Ontario Limited and their respective successors and assigns.

“Development” means the development as contemplated in the Plan and this Agreement.

“Draft Plan Conditions” means the Conditions for Draft Plan Approval that are set out in Schedule “L” hereto.

“Lands” means the real property which is the subject of the Plan, the legal description of which is attached as Schedule “A”.

“Lot” or “Block” means a Lot or Block within the Plan.

“Municipality” means The Corporation of the Municipality of South Huron, and its successors and assigns.

“Municipal Engineer” means the professional engineer retained by the Municipality for the Development.

“Municipal Servicing Standards” means the Servicing Standards set out in Schedule “C” herein.

“Municipal Solicitor” means the solicitor retained by the Municipality for this Agreement and/or the Development.

“Owner” means the Owner of a Lot or Block in the Plan and may include the Developer.

“Phase 1” and “Phase 2” shall have the meaning ascribed thereto in Schedule “C”.

“Phase” means any one or more of Phase 1 or Phase 2 of the Development.

“Plan” means the plan of subdivision relating to the Land, a draft copy of which is attached as Schedule “B”.

“Plans and Specifications” means the plans and specifications submitted by the Developer and ultimately approved by the Municipality for the construction of the Works.

“Stage(s)” shall have the meaning ascribed thereto in Section 4.1 herein.

“Works” means the works and services to be completed by the Developer as described in this Agreement and in Schedule “D”.

1.2 List of Schedules

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

- Schedule “A” -- Description of Lands Being Subdivided
- Schedule “B” -- Plan of Subdivision
- Schedule “C” -- Municipal Servicing Standards
- Schedule “D” -- Works to be Constructed
- Schedule “E” -- Itemized Estimate of Costs of Construction of Each Part of the Works
- Schedule “F” -- List of Lots Unsuitable for Building Purposes
- Schedule “G” -- Owner’s Final Grading Certificate
- Schedule “H” -- List of Lands for Municipal Purposes and Easements to be Granted to the Municipality
- Schedule “I” -- No Occupancy Agreement
- Schedule “J” -- Application for Reduction of Security
- Schedule “K” -- Form of Partial Release
- Schedule “L” -- Conditions of Draft Approval
- Schedule “M” -- Special Provisions

SECTION 2 -- ORDER OF PROCEDURE

2.1 Upon application to the Municipality for the preparation of an Agreement the Developer shall:

- (a) Pay to the Municipality the fee required by the Municipality’s Tariff of Fees By-law.
- (b) Pay to the Municipality the sum of five thousand (\$5,000.00) dollars as a deposit in respect of the Municipality’s legal and engineering costs referred to in Section 3.2 (a) herein, of which the sum of one thousand (\$1,000.00) dollars, for the cost of the development of this Agreement is not refundable.
- (c) Submit a General Plan outlining the Works to be constructed and installed for the Development.

2.2 Prior to Registering the Agreement the Developer shall:

- (a) Deposit with the Municipality the Deposited Securities and Insurance as outlined in the Agreement.
- (b) Pay in full any outstanding taxes or drainage, local improvement charges and charges under the Municipal Act including outstanding sewer rates and/or water rates.
- (c) Pay the amount in lieu of parkland to the Municipality, as set out in Schedule “M”.

- (d) Provide proof of postponement of any mortgages, encumbrances and agreements registered on title of the Lands.
- (e) Deposit with the Municipality's Solicitor, the requisite number copies of this Agreement executed by the Developer, to be executed by the Municipality and retained by the Municipality's Solicitor for registration as hereinafter provided.
- (f) Deliver to the Municipality's Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, and a cheque in respect of the cost of the said registrations whereupon the Municipality's Solicitor shall register this Agreement, subject to compliance with Section 2.1 and this Section 2.2.

2.3 Prior to starting construction on the Works, the Developer shall:

- (a) Fulfill all Draft Plan Conditions and shall have obtained final approval of the Plan from the County and shall have registered the Plan.
- (b) Have submitted and obtained the written approval of the Director of Infrastructure and Development for the following all to be done in accordance with the Municipal Servicing Standards of the Municipality:
 - The Drainage Area Plans;
 - The Lot Grading Plan;
 - The Service Layout Plan for underground electrical services, telephone, gas, and any other utilities;
 - Final approved drawings and Plans and Specifications for all Works required in Schedule "D" to this Agreement or any other Works contemplated herein.
- (c) Submit to the Municipality the Ministry of the Environment's Environmental Compliance Approval or Certificate of Approval for the Water Supply and Distribution System (if required), the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- (d) Submit to the Director of Infrastructure and Development a completed Form 1 and supporting documentation for approval of the Water Distribution System.
- (e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachments, road accesses and any other requirements from all road authorities including the Municipality, County, Conservation Authority, the Ministry of Transportation of Ontario and any other approval authority.

2.4 Prior to the issuance of building permits, the Developer shall:

- (a) Have complied with all requirements of Section 8.10 and Schedule "M" of this Agreement.

2.5 Prior to any person occupying any building, the Developer shall:

- (a) Have complied with all the requirements of Section 8.11 and Schedule "M" of this Agreement.

SECTION 3 -- INSTALLATION OF SERVICES

3.1 General

Upon approval of the Plan by the County, the Developer shall design, construct and install at his own expense and in a good workmanlike manner Municipal services in accordance with the Municipal Servicing Standards of the Municipality as set out in Schedule "C" of this Agreement.

3.2 Municipality's Legal and Engineering Costs

- (a) The Developer shall reimburse the Municipality for all costs incurred in connection with the Development. Without limiting the above, the Developer agrees to pay the Municipality's cost of the Municipal Solicitor and of the Municipal Engineer's invoices for the preparation of this Agreement and the review of Plans and Specifications and for supervision and inspection of the construction of the Works on behalf of the Municipality.
- (b) The Developer shall be invoiced regularly by the Municipality for all costs incurred by the Municipality with respect to the administration of the Works and the Development in this Agreement.
- (c) The Developer shall reimburse the Municipality for all costs incurred by the Municipality as referred to in Section 3.2 (a) herein, within thirty (30) days of each billing, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.
- (d) The deposit referred to in Section 2.1 (b) of this Agreement shall be retained by the Municipality as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Municipality and the Municipality being satisfied, in its discretion, that all costs in Section 3.2 (a) herein and any contingencies with respect to the Subdivision have been paid in full.
- (e) The Developer shall pay to the Municipality, on thirty (30) days written notice from the Municipality, such amount as is necessary to maintain the deposit referred to in Section 1.1 (a) at the sum of five thousand (\$5,000.00) dollars, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.

3.3 Developer's Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality. The Developer's Engineer shall be retained to complete the following tasks:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To prepare the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County Health Unit and the Ministry of the Environment, and any other approval authority, as required.
- (e) To provide the field layout, the contract documentation and the full time supervision of construction.
- (f) To maintain all records of construction and upon completion, to advise the Director of Infrastructure and Development of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance.
- (g) To act as the representative of the Developer in all matters pertaining to the construction of the Works.
- (h) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Director of Infrastructure and Development, for all Works specified in this Agreement.
- (i) To provide certification that the installation of the Works and are in conformance with the approved Plans and Specifications, such certification to be in a form acceptable to the Municipal Solicitor and the Director of Infrastructure and Development.

- (j) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the subdivision in accordance with this Agreement and good engineering practices.

3.4 Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement and otherwise in this Agreement. This Schedule "D" has set out the Works in general terms only and shall not be construed as covering all the Works in detail. If at any time and from time to time during the Development, the Director of Infrastructure and Development is of the opinion that additional Works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Director of Infrastructure and Development.

3.5 Approval of Plans

The detailed Plans and Specifications shall be submitted by the Developer to the Director of Infrastructure and Development for endorsement or approval and such endorsement or approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions arising from such Plans and Specifications or in the construction of the Works.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the Plan has been registered and the Developer has provided 72 hours written notice to the Director of Infrastructure and Development of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction of the Works, the Developer shall provide 72 hours written notification to the Director of Infrastructure and Development before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and Schedule "D" and more generally in conformance with this Agreement. If the Developer fails to do so, having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Municipality, then upon the Municipality giving seven (7) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the Lands and proceed to supply all materials and to do all the necessary Works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Municipality must enter upon said Lands and have all or part of the Works completed or repaired due to situations as outlined above any or all original mylars and specifications prepared by the Developer's Engineer must be turned over to the Director of Infrastructure and Development for his use should he require same. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Municipality. The Municipality, in addition to all other remedies may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Municipality and this Agreement.

Without limiting the obligations of the Developer herein, if the Developer shall default on the performance of any term, covenant or provision of this Agreement and if such default shall continue for ten (10) days after the Developer receives written notice of such default by the Municipality (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Municipality may perform that obligation on the Developer's behalf and may enter onto the Lands for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including but not limited to any engineering or legal fees incurred in connection with such

actions), any reasonable costs so incurred by the Municipality, together with all interest thereon and any damages incurred, shall be payable to the Developer and shall be collectible by the Municipality in like manner as municipal taxes. The Developer also acknowledges and agrees that the Municipality has the right to draw down any Letters of Credit, cash or other security for the purpose of collecting any such expenses incurred by the Municipality.

3.8 Scheduling of Works

Prior to the start of construction of the Works and prior to the issuance of building permits, the Developer shall supply for the approval of the Director of Infrastructure and Development a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Director of Infrastructure and Development may amend this schedule and the Developer shall construct, install or perform the Works as the Director of Infrastructure and Development from time to time may direct.

3.9 Contractor

The Works shall be installed by a contractor or contractors retained by the Developer.

3.10 Utility Costs and Charges

The Developer shall deal directly with all Utility companies. The Developer or its Engineer shall obtain all approvals and permits and pay all fees and charges directly to the appropriate utility.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Director of Infrastructure and Development during the time of construction. This shall include the removal of mud tracked from the Lands as well as dust control. No roadway outside the limits of the proposed Plan may be closed without the written consent of the Municipality. To obtain such consent, the Developer shall advise the Municipal Clerk, not later than 14 days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Director of Infrastructure and Development. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks of the Plan except for construction purposes within the Development and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal Servicing Standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the Development. Excess topsoil may be removed from the site with the approval of the Director of Infrastructure and Development.

3.13 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or servicing infrastructure located on the road allowance as a result of the Development and shall pay for any costs involved in relocation of existing infrastructure such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be required as a result of the development.

3.14 Signs

Signs at least 1.2 m x 1.2 m shall be erected by the Developer in an approved location at each entrance to the Subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality - Use at Your Own Risk”.

These signs shall be installed prior to the start of construction of the Works and be removed after all the roads have received a Certificate of Final Acceptance.

3.15 Testing

The Director of Infrastructure and Development may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., both within the Development and downstream during construction and completion of the Works. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Director of Infrastructure and Development.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Municipality's By-law Officer, the Municipality may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Municipality to do so, the Municipality may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand, which costs shall include all expenses incurred by the Municipality in carrying out such removal and disposition. The said costs may be collected in like manner as municipal taxes. The burning of construction refuse, debris or weeds, whether it be from site servicing or house building or any other source related to the development of the site on any Lands within the Plan is prohibited.

3.19 Dust Control

Until the Certificate of Final Acceptance is issued by the Municipality, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Works Superintendent shall notify the Developer in writing from time to time of the requirements of the Municipality.

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Municipality.

3.21 Municipal Street Numbers

- (a) All Lot, Block or building numbers for use within the Plan shall be allocated by the Chief Building Official. To obtain such allocation, the Developer shall furnish the Chief Building Official with a copy of the Plan proposed for registration. Upon receipt of same, the Chief Building Official will designate the proper numbers for each Lot, Block or building.

- (b) The Developer shall display by means of a legible sign at least 300 mm x 300 mm to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- (c) Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the Lot or Block upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

3.22 Driveways

The Developer hereby agrees that the driveways for all Lots or Blocks will be in a location and have a width and design as may be approved by the Municipality. Driveway locations as shown on the approved Plans shall not be altered without the Municipality's approval. Without in any way limiting the discretion of the Municipality, the location of the driveways may be further limited by special provisions in Schedule "M" of this Agreement. Further, all driveways for all Lots or Blocks within the Plan should be located in a manner that will minimize the amount of snow that will accumulate in the Lot or Block's driveway. The location of driveways is particularly important with respect to all corner Lots or Blocks located in the Plan, as these driveways entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Municipality's efforts to remove snow.

3.23 Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the Lands constituting the Plan, the Developer hereby agrees to notify the Municipality and the Ministry of the Environment immediately and take all necessary steps and remedial efforts required by the Ministry of the Environment and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up of the Lands constituting the Plan and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the Lands.

3.24 Archaeological Assessment

Prior to final approval of the Plan, the Municipality may, at its option, require the Developer to carry out an archaeological assessment of the lands constituting the Plan and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. If required, no demolition, grading or other soil disturbances shall take place on the lands constituting the Plan prior to any approval authority and the Ministry of Citizenship, Culture and Recreation confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

SECTION 4 -- ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Municipality will grant a Certificate of Preliminary Acceptance or a Certificate of Final Acceptance for the Works based upon three (3) stages of construction as set out in this Section 4.1 (the "Stages"). If the Development is phased, within the whole of each Phase as approved by the Municipality, these Stages of construction for the Works shall apply to each Phase. Stages of construction are as follows:

- (a) Stage 1 - consists of all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermains and the completion of Granular "B" road base and a portion of the Granular "A" for a riding surface.

- (b) Stage 2 - shall include the balance of the road Works including granular, curbs and gutter, base asphalt, grading of boulevard areas, sidewalks, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and other utilities such as gas, telephone and Cable T.V.
- (c) Stage 3 - shall include the Works for the final coat of asphalt, topsoil and sodding, trees, fencing and any other Works required under this Agreement.

4.2 Inspection and Acceptance of the Works

When all of the Works in all Stages of construction as identified above have been completed and the Director of Infrastructure and Development has been given written certification by the Developer's Engineer that all such Works have been constructed in all Stages in accordance with the approved Plans and Specifications in this Agreement and upon satisfactory inspection by the Director of Infrastructure and Development, the Director of Infrastructure and Development will recommend that the Municipality grant a Certificate of Preliminary Acceptance. This Certificate of Preliminary Acceptance may include a list of minor deficiencies which the Developer must repair. The Works shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Director of Infrastructure and Development will complete an inspection and if there are no deficiencies, the Director of Infrastructure and Development will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate of Final Acceptance will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied the Works have been completely and adequately constructed in accordance with the Plans and Specifications;
- Satisfied all repairs or maintenance work on the applicable Works has been completed.

and the Municipality has:

- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works have been completed in accordance with the Plans and Specifications;
- Received as-built drawings for the Works as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Municipality will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality, or other authorized persons for the purposes for which such works were designed.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.
- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the final acceptance by the Municipality, the Developer shall deliver to the Municipality a certificate signed by an Ontario Land Surveyor certifying that the survey monumentation shown on the registered plan of subdivision that defines the exterior boundary of the subdivision, the streets, lanes, walkways, street widenings, reserves, park blocks, open space blocks, storm water management blocks, and any other block

or parcel of land that has been dedicated or transferred to the Municipality or that will ultimately be owned by the Municipality, is either physically in place or appropriately witnessed as a condition precedent to the assumption of the public services by the Municipality.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an Owner of the Lands abutting the streets where such Works are installed.

Notwithstanding the above, the Developer and Municipality agree on connection of water distribution systems, the Municipality will become the operator of said systems. This will not relieve the Developer of any maintenance responsibilities under this Agreement.

SECTION 5 -- MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all the Works until a Certificate of Final Acceptance is issued by the Municipality for the Works. This maintenance period shall extend for two (2) years from the date the Certificate of Preliminary Acceptance has been issued for all Stages of the Works (the "Maintenance Period"). For clarity, the costs paid by the Developer for the Works shall include but not be limited to all hydro costs for the street lights. During the Maintenance Period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Section 9.3 (e) of this Agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Director of Infrastructure and Development may, without further notice, undertake such maintenance work and the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipal within thirty (30) days of the date of billing, then the money owing may be deducted from the Deposited Securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the water distribution system shall be transferred to the Municipality once compliance with Section 6.6 of Schedule "C" has been satisfied by the Developer. All costs associated with repair and maintenance of the water distribution system during the Maintenance Period shall be changed back to the Developer and the Developer shall pay all such amounts to the Municipality forthwith upon receiving the associated invoices.

5.2 Road Maintenance

The Developer will be responsible for the maintenance of the roads until the Certificate of Final Acceptance has been issued.

Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access within the Lands constituting the Plan.

In the event that proper maintenance or snow removal is not provided by the developer, the Municipality, through its servants, contractors or agents may provide maintenance and/or remove snow without notice to the Developer. Such work will be carried out at times deemed to be an emergency by the Municipality's Road Superintendent. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the Deposited Securities. The Developer further agrees that any work done by the Municipality pursuant to this Agreement before the roads are accepted by the Municipality shall not be deemed in any way, to be an acceptance by the Municipality of the roads with the Plan upon which such work is completed. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Municipality that he might have arising therefrom and covenants that he will make no claim against the Municipality for such interference or

damage. Representation may be made requesting that the Municipality consider entering into a separate Agreement with the Developer to undertake the winter road maintenance for the roads located within the Plan.

5.3 Emergency Repairs

Employees or agents of the Municipality may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 6 -- DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Director of Infrastructure and Development. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Plan to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Lands constituting the Plan. Except for the actual area of roadway construction and installation of the Works, no trees whether on the road allowance, the parkland, or on the individual Lots and Blocks of the Plan, shall be removed without the Municipality's written permission.

6.3 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the issuance of a building permit for any lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Director of Infrastructure and Development outlining the measures to be taken to correct the problems on the subject Lots. The said proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Director of Infrastructure and Development. Provided that for residential Lots and Blocks, grading must be brought within zero decimal nine (0.9) metres of the final grade and such further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

(a) Obligation to Grade According to Lot Grading Plan

The Lands shall not be graded except in general conformity with the grades and elevations shown on the approved Lot Grading Plan. The Lot Grading Plan shall bear the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (hereinafter called a "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that the Plan generally conforms with the Lot Grading Plan attached to the Agreement or filed with the Director of Infrastructure and Development.

(b) Certified Building Lot Site Plan

Subject to Section 8.10 herein, no building shall be constructed on a Lot or Block within the Plan until a Building Lot Site Plan certified by a Registered Ontario Land Surveyor or Professional Engineer has been filed with and approved by the Chief Building Official of the Municipality. The Building Lot Site Plan shall show:

- the proposed finished elevation of these lands at each corner of the Lot or Block;
- the proposed finished elevation of the lands constituting the Lot or Block at the front and rear of the proposed building;
- the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto the subject lands from the basement of the building, and the proposed finished height of the foundation of the building;
- the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- the location of eavestrough downspouts. No downspouts will be allowed to discharge in a sideyard between residences;
- any abrupt changes in the proposed finished elevation of the subject lands; and
- the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

The Developer hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Director of Infrastructure and Development.

The Developer shall complete such other actions as may be required by the Municipality, acting reasonably, to ensure that the Development is constructed in accordance with the terms of this Agreement and good engineering practices.

(c) Owner's Final Grading Certificate

- No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, with the Municipality's Chief Building Official, an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of a Professional Engineer or Registered Ontario Land Surveyor that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan.
- If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate is not filed prior to occupancy with the Municipality's Chief Building Official, then the Owner shall provide the Municipality's Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Municipality's Chief Building Official by the following June 1.
- If and when the Owner's Final Grading Certificate is accepted by the Municipality's Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.10 (h) is returnable to the Owner subject to this Section and Section 8.10 (h) of this Agreement.

The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Municipality, and the Owner fails to make such rectification when so instructed by the Municipality, the Municipality may, at its option, undertake the correction of such drainage and all costs over and above the two thousand dollar (\$2,000.00) deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or drainage plans approved by the Municipality.

(d) Obligation to Maintain Grading

After the Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block.

(e) Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means.

(f) Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Director of Infrastructure and Development.

6.5 Maintenance of Lot Grading

The facilities and Works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense. Should, for any reason, the Developer or subsequent Owner fail to maintain the Lot grading, they acknowledge that the Municipality, or in the case of a subsequent Owner, the Municipality or the Developer may enter onto said property to correct any drainage issues. The cost for any such correction completed by the Municipality will be at the expense of the subsequent Owner and the Municipality may recover such expense under the Municipal Act in the same manner as taxes.

SECTION 7 – LANDS TO BE CONVEYED

7.1 If there are any Transfers, Cessations of Charges, Deeds or Discharges of Mortgages or other documents to be executed and delivered under this Agreement and as set out in Schedule "H", such documents shall be delivered to, and approved by the solicitor for the Municipality and deposited with the said solicitor on the date set out in Schedule "H" or any Document Registration Agreement entered into between the Municipality's solicitor and the Subdivider's Solicitor.

7.2 The consideration for such conveyances shall be the sum of Two (\$2.00) Dollars. The cost of preparation, execution and registration thereof shall be the responsibility of the Subdivider. Easements

7.3 The Developer agrees to grant at his expense all such easements and right-of-ways as may be required for the installation and supply of services to the Development. A list of easements and right-of-ways to be granted to the Municipality shall be set out in Schedule "H" of this Agreement.

7.4 Turning Circles

Any temporary turning circle required under this agreement shall be constructed in accordance with Schedule "C" of this Agreement. The Developer and the Municipality acknowledge that the easement conveyed to the Municipality for turning circles shall be released in connection with registration of the M-Plan for the applicable phase.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one year from the date of the signing of this Agreement, the Municipality may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the Deposited Securities or the Deposit paid by the Developer to the Municipality pursuant to this Agreement or any other agreement between the Developer and the Municipality referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Municipality", unless specifically stated otherwise.

8.3 Phasing

- (a) The Developer agrees to develop the Lands in sequential Phases beginning with Phase 1 and concluding with Phase 2.
- (b) As the construction of the Works is to be phased, then in lieu of furnishing securities as required by Section 9 of this Agreement for the whole of the Works, the Developer may furnish the required securities for part of the Works to be constructed in each Phase(s) subject to compliance with the provisions of Section 9 of this Agreement. The Deposited Securities to be provided under Section 9 shall be in the amount set out in Schedule "E".
- (c) The Lands upon which the Works are to be constructed in a future Phase have been made subject to a specific Holding Zoning ("H") provision by means of By-law #19-2006 passed by the Municipality under Section 36(1) of the Planning Act. After the Developer has deposited with the Municipality the Deposited Securities set out in this Agreement for such Lands and delivered a written request from the Developer to remove the Holding Zone ("H") designation, provided the Developer is in compliance with all the terms and conditions of this Agreement, the Municipality may at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provisions for that portion of the Lands that are part of the next Phase. No construction of Works shall occur within Lands that remain subject to the Holding Zone ("H") provision.
- (d) Before proceeding with an additional Phase, the Developer shall obtain the written approval of the Municipality and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Municipality.
- (e) Commencement of construction within a subsequent Phase of this Development may not proceed until a Certificate of Preliminary Acceptance of the Works for the prior Phase has been granted.

8.4 Scheduling, Progress and Completion

The Developer shall commence construction of Works within eighteen (18) months of the signing of this Agreement or the registration of the Plan, whichever date is earlier. Within eighteen (18) months of the date of commencement of the servicing of any Phase, the Developer shall complete the installation of the Works for the prior Phase. In any Phase, the top coat of asphalt shall be completed within twenty-four (24) months of the date of the Certificate of Preliminary Acceptance of the Works; unless written consent altering this condition is received from the Director of Infrastructure and Development. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 3.7 of this Agreement. The date for commencement of construction of the Works for each subsequent Phase must commence within eight (8) years from the date of completion of the prior Phase (the "Construction Deadline"). Failure to commence construction for the Works prior to the Construction Deadline for any Phase will mean the Owner will be precluded from constructing the Works for that Phase and any subsequent Phases. For clarity, in such circumstances, the Municipality shall pass a By-law to deem the lots not to be in a Plan of Subdivision. Any future development of the Lands would require the Municipality to receive a satisfactory proposal to revise Section 8.4 of this Agreement in order to rescind the Deeming By-law.

8.5 Developer's Liabilities

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.6 Insurance

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Municipality and the Director of Infrastructure and Development and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be at least \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy shall be in effect from the date of this Agreement until the Certificate of Final Acceptance is issued for the final Phase of the Works. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which the Developer may be held responsible.

8.7 Legal Notice to Developer

All notices or other documents required or which may be given under this Agreement shall be in writing duly signed by the party giving such notice and transmitted by personal service, courier delivery, facsimile transmission or any other electronic transmission, including a scanned version in pdf format, prepaid registered or certified mail to the addresses as set out herein:

To the Municipality:

322 Main Street South
P.O. Box 759
Exeter ON N0M 1S6

To the Developer:

3882 Wellington Street
Mitchell ON N0K 1N0
(Ph: 519-229-6609)

Any notice so given shall be deemed to be received on the earlier of the date of the actual receipt and five (5) days after the date of mailing if sent by registered or certified mail. Where notice is given by facsimile transmission or any other electronic transmission, including a scanned version in pdf format, notice is deemed to have been received on the date of transmission. If postal service is interrupted by strike or other irregularity, notice shall not be given by mail during such interruption. Any party may, from time to time, by notice given as provided above, change its address for service.

8.8 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Municipality and at the expense of the Developer.

8.9 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each mortgage, lienholder or encumbrancer with a charge registered against title to the Land (or part thereof) so that notice of this Agreement shall be registered in priority to any such mortgage, lien or encumbrance.

Further, the mortgagee, if any, agrees that in the event of him assigning or transferring the mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

8.10 Requirements for Building Permits

The approval of the Plan by the Municipality or the acceptance by the Municipality of the Works shall not be deemed to give any assurance that building permits, when applied for, will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Municipality. It is agreed that a copy of this Section 8.10 shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and builders. The Municipality shall have the right to refuse any such application until:

- (a) A Certificate of Preliminary Acceptance has been granted for the Stage 1 Works for that Phase of the Plan;
- (b) The Developer has provided sufficient documentation to the Director of Infrastructure and Development confirming that electrical distribution and street lighting and the remaining underground municipal services, telephone, cable t.v., internet, telecommunication and gas are being scheduled for installation and will be completed within six (6) weeks of the date of issuance of the building permit;
- (c) Approval of the Municipality has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto;
- (d) A certificate has been given by the Municipality's Chief Building Official that the building location is in compliance with the zoning by-law of the Municipality;
- (e) The signs denoting "Unassumed Roads" have been installed at the entrances to the Subdivision;
- (f) All dead trees within the limit of the Plan have been removed;
- (g) All street identification signs required by this Agreement have been installed and are in place;
- (h) Payment to the Municipality by cash or letter of credit in the amount of \$2,000.00 as a Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") per Lot or Block in the Plan of which the sum of \$100.00 is non-refundable;

The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner's Final Grading Certificate has been filed with and accepted by the Municipality's Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Municipality's Chief Building Official and Municipality's Works Superintendent;

- (i) With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Municipality's Chief Building Official or the Municipality's Works Superintendent, the Municipality may, at its option, undertake the repair of such damage and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out and shall be payable forthwith. If such payment is not made within thirty (30) days, the said costs shall be added to the tax roll and collected in like manner as municipal taxes;
- (j) Payment to the Municipality by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Municipality;
- (k) A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Municipality pursuant to Section 6.4 (b); and

- (l) The Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to the issuance of Building Permits.
- (m) Payment to the Municipality by certified cheque or bank draft in the amount of the current applicable charge under Section 4 of the London Road South Water and Sewer Cost Recovery By-law #59-2003 as amended by By-law #41-2004 for the area under development.

8.11 Requirements for Occupancy

Subject to Section 8.12 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Municipality's Chief Building Official and the said Certificate shall not be issued until:

- (a) A Certificate of Preliminary Acceptance has been issued for Stage 2 Works for the Phase of the Subdivision including the subject Lot or Block;
- (b) The roadway from the entrance of the Development to and including the lot or Block of which the building is a part, has received the base course asphalt;
- (c) The electrical distribution plant including street lights have been installed and approved by the Utility;
- (d) The traffic and street signs have been installed and approved by the Director of Infrastructure and Development;
- (e) Subject to Section 6.4 (c), the final grading of the Lot or Block is in conformity with the overall Lot Grading Plan or such variances therefrom as have been approved by the Municipality's Chief Building Official pursuant to Section 6.4 (c);
- (f) The telephone lines, cable T.V. and gas mains have been installed and approved by the Director of Infrastructure and Development; and
- (g) The Developer agrees that the preceding requirements in this Section are in addition to and not in substitution for the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.12 Special Building Permits / Model Homes

Pursuant to Section 8.10 building permits are not obtainable until certain services are installed and approved by the Director of Infrastructure and Development. The Municipality agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as contemplated in Section 8.10, a permit may be issued provided the Developer or builder has executed a No-Occupancy Agreement in the Municipality's standard form, as may be amended from time to time, and the Municipality may require a cash deposit or Letter of Credit as a guarantee of no-occupancy. The Municipality's current form of No-Occupancy Agreement is set out in Schedule "I". In the event that the Developer fails to meet all the requirements set out in Section 8.10 for any building permit that is issued pursuant to the Developer's delivery of a No-Occupancy Agreement, the Developer hereby acknowledges that the cash deposit shall be immediately forfeited to the Municipality. Such failure to meet the Section 8.10 obligations shall constitute a breach of this Agreement and the Municipality may also immediately draw down any security held under this Agreement to complete any work required or fulfill any other requirements of Section 8.10 for any model home that was built pursuant to this Section 8.12.

8.13 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

The Developer acknowledges that the Municipality is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Municipality is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the Owner or Owners from time to time of the Lands within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Municipality may lawfully change them.

8.14 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as Owners and occupiers of the said lands from time to time.

8.15 Notification to Purchaser

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Municipality pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale. Further, the Developer shall furnish a list of those services included in the purchase, specifying those installed and those to be installed at no additional cost.

8.16 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Municipality or the Director of Infrastructure and Development with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Municipality to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

The only duty and responsibility of the Director of Infrastructure and Development arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Director of Infrastructure and Development under this Agreement does not in any way create any liability on the part of the Director of Infrastructure and Development to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Assignment

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

8.18 Conflict

In the event of any conflict between this Agreement, the Municipal Servicing Standards or the Plans and Specifications, the Director of Infrastructure and Development shall determine which provisions shall prevail. Unless otherwise determined, the higher standard shall prevail.

8.19 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

8.20 Amendment

Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any Lots or Blocks within the Plan, amend this Agreement insofar as it specifically affects such Lot or Block or any part thereof.

8.21 Further Assurances

The Developer agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

8.22 Joint and Several

In the event that one or more persons constitute the Developer, all terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges, Water and Sewer Cost Recovery By-law.

Development Charges shall be paid in accordance with the current Development Charges By-law of the Municipality.

The Developer agrees to pay for all arrears of taxes outstanding against the Lands herein described before the approval of the Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Plan.

Before the Plan is approved, the Developer agrees to pay all charges made with respect to the Drainage Act, the Local Improvement Act, and the Municipal Act, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands within the Plan. Before the Plan is approved the Developer agrees to pay the Municipality's share of any charges made under the said Drainage Act, the said Local Improvement Act and the said Municipal Act presently servicing the Lands and assessed against the Lands.

All charges set out under Section 4 of the London Road South Water and Sewer Cost Recovery Bylaw #59-2003 as amended by By-law #41-2004 shall be paid by the Developer prior to issuance any Building Permit. The charge is applicable to the total area being developed by phase.

9.2 Securities

Prior to the Municipality signing this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of this Agreement for the installation of the Works and the payment of all obligations and contingencies arising thereunder the following Deposited Securities:

- (a) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of uncompleted Works on Municipal property and sixty percent (60%) of the estimated cost of uncompleted Works in the Subdivision as set out in Schedule "D" and as approved by the Director of Infrastructure and Development;
- (b) Prior to delivering the Deposited Securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Director of Infrastructure and Development for approval. When the cost estimate has been approved, the said estimate will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities.
- (c) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:
"It is a condition of the 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 thereof, unless at least thirty (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.”

- (d) Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to issue building permits and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.
- (e) The amount for Deposited Securities shall be submitted by the Engineer for the Developer to the Director of Infrastructure and Development for review. The agreed upon amount for the Deposited Securities shall be inserted in Schedule “E” to this Agreement.

The Municipality reserves the right to review the quantity of securities on the value of Work remaining for the current or any subsequent phases and require an adjustment in securities based upon changes in site condition or expected construction costs for the Works.

9.3 Reduction of Deposited Securities

An application for the reduction of the Deposited Securities deposited with the Municipality pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

- (a) To obtain a reduction in security the Developer shall file with the Director of Infrastructure and Development a written application in accordance with Schedule “J” attached hereto.
- (b) The application shall include written confirmation from the Developer’s Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Director of Infrastructure and Development who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the Deposited Securities and the amount of the Deposited Securities that shall remain with the Municipality.
- (d) The value of the said reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the Maintenance Period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “G” or twenty thousand dollars (\$20,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of the Deposited Securities or for a Certificate of Preliminary Acceptance for the Works, he shall supply the Municipality with a Statutory Declaration that all accounts for work and materials for the Works have been paid save and except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 The Construction Lien Act, R.S.O. 1990 c. C.30

The Developer agrees that it will hold back in its payments to any Contractor who may construct the Works, such sums as are provided in accordance with the Construction Lien Act, R.S.O. 1990, c. C.30, and will otherwise indemnify and save harmless the Municipality against any claims, actions or demands for construction liens or otherwise in connection with the works and all costs in connection therewith, and on the

demands of the Municipality’s Solicitor will forthwith take such steps to immediately discharge all Liens upon the services.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Municipality to draw on any or all of the Deposited Securities referred to in Section 9 of this Agreement and to utilize same to make payment into Court of any funds required to discharge any such liens, together with costs.

9.6 Partial Release

The Municipality has enacted Bylaw No. _____ which provides that the Clerk may, upon the Developer’s full compliance with this Agreement with respect to the released Lands, execute a partial release of this Agreement, which partial release shall be in the form attached hereto as Schedule “K”. The completion and registration of such partial release shall constitute a full and final release of the obligations of the Developer, with the exception of lot grading requirements included in Section 6 of this Agreement, as established hereunder with respect to the Lot named therein.

Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the Works have been completed in accordance with the terms of this Agreement and in accordance with the Plans and Specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS

10.1 The Developer and the Municipality agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement.

SECTION 11 – DRAFT PLAN CONDITIONS

11.1 Without limiting the terms, covenants and provisions of this Agreement, the Developer hereby agrees to take such actions and obtain such approvals that may be necessary to satisfy all Draft Plan Conditions required by the County. Annexed hereto as Schedule “L” is a copy of the Draft Plan Conditions.

SECTION 12 – CONDITIONAL ON COUNTY APPROVAL

12.1 All terms, covenants and provisions of the Municipality under this Agreement shall be conditional upon the Developer obtaining all necessary approvals from the County, the Ministry of Transportation and the Ausable-Bayfield Conservation Authority, including without limitation all the requisite approvals and requirements to fulfill all the Draft Plan Conditions set out in Schedule “L”. This condition is solely in favour of the Municipality and the conditions shall not in any way derogate from, qualify or serve to extend any deadline for the Developer’s compliance with the terms, covenants and provisions of this Agreement or the Draft Plan Conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this _____ day of _____, 2019.

(2695352 ONTARIO LIMITED
(
(_____
(John Meinen, President
(I have authority to bind the Corporation
(
(THE CORPORATION of THE MUNICIPALITY OF
(SOUTH HURON
(
(_____
(George Finch, Mayor
(
(_____
(Rebekah Msuya-Collison, Clerk
(We have authority to bind the Corporation

SCHEDULE "A" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

Firstly: Part of Lot 15, Con. 1, Usborne, Designated as Parts 4 & 5, 22R3785 and Part 8, 22R5066; s/t and t/w R242242, Municipality of South Huron being all of PIN 41244-0438;

Secondly: Lots 1332, 1333, 1334 Plan 376, Part Lots 1335 and 1336, Plan 376 being Parts 1 & 2, 22R891, Municipality of South Huron, subject to an easement in gross over Parts 7 & 8 on 22R6650 as in HC135628 being all of PIN 42144-0240;

Thirdly: Lot 1320 Plan 376 Exeter; Part of Lot 15 Con.1 Usborne as in R291229; subject to an easement in gross over Part 4 on 22R6650 as in HC135626; Municipality of South Huron being Part of PIN 41244-0231;

Fourthly: Lot 1327 Plan 376 Exeter s/t R291299; t/w R78224; Municipality of South Huron being all of PIN 41244-0237.

SCHEDULE "C" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

MUNICIPAL SERVICING STANDARDS

1.0 GENERAL

Service Layout Plan

A copy of the General Plan shall be submitted to the Municipality identifying the proposed locations of Bell Cables, electrical servicing, gas mains, co-axial television cables as well as watermains, storm sewers and sanitary sewers. All locations must be established and resolved by the Developer's Engineer in conjunction with the Utility companies and following the locations shown on the Municipality's Typical Cross-Section.

2.0 PLANS AND DRAWING REQUIREMENTS

Plan and profile drawings must be prepared in a digital format, which is compatible with AutoCAD Release 14, for all new streets within the Municipality. These digitized files and drawings, and also digitized files and drawings showing details of special structures, etc., shall be prepared by a Professional Engineer and turned over to the Municipality as a permanent record prior to the acceptance of services required to be provided by the developer.

The following standards shall be adhered to in preparation of these drawings:

- (a) All profiles must be shown to the geodetic datum which is noted on each drawings.
- (b) In general, East-West streets shall have zero chainage at their Westerly limits and North-South streets shall have zero chainage at their Southerly limits. Chainages on Plan and Profile shall increase from left to right.
- (c) Drawings shall be of a consistent size – 594 mm x 841 mm.
- (d) Scales shall be as follows for drawings:-

General Layout Plan	Scale Ratio	- 1:1000
Plan-Profile Drawings	Horizontal	- 1:250 or 1:500
	Vertical	- 1:100
- Ratios shall be shown on all drawings.
- (e) When the plan must be broken because of curvature, etc., the profile shall be broken as well, so that, insofar as possible, chainage points in plan and profile will coincide vertically.
- (f) The beginnings and ends of curves must be shown on the plan and profile with the radius of curvature shown on the plan. Chainages of points of curvature shall be calculated.
- (g) The chainage and names of intersecting streets shall be shown in plan and profile. The drawings shall show clearly the proposed profiles, road widths and cross-sections, ditches, ditch gradients, curb gradients if different from the proposed services, north sign and limits of the proposed work. The plan shall show any required off-street drainage and separate profiles shall be prepared for drainage easements. All detail for intersecting streets including grades must be shown for a distance of 50 metres from the intersection of the intersecting street. All street lines, for drainage or services, shall be shown and all easements.
- (h) The Municipality shall be named in the title block which shall be placed in the lower right corner.
- (i) On completion of the work, and prior to acceptance of the services, the drawings shall be completed in ink "As Recorded" and dated before turning over to the Municipality. The Municipality shall be consulted as to the manner of showing information not set out in these requirements. The Developer's Engineer shall add his Professional Engineer's seal to all final drawings.

3.0 ROADS

3.1 General

All roadways shall be serviced by storm sewers and concrete curb and gutter. Road allowances shall be a minimum of 20 metres wide. The edge of the roadway paved surface shall have a minimum radius of 9 metres at intersection. Access roads not owned by the Municipality, leading to the area of the development, shall be maintained to a standard equal to the standards for roadways within the development. On all streets, horizontal and vertical sight distances and vertical curves shall meet Ministry of Transportation (M.T.O.) requirements.

Street allowances on cul-de-sacs are to have a minimum radius of 20 metres. Edge of pavement radius on cul-de-sacs are to be a minimum of 13 metres.

Minimum road asphalt width shall be 8.5 metres. The finished roadways shall have a crossfall of 2% from the centerline to each curb line, and the boulevards shall have a finished crossfall of a minimum of 2% and a maximum of 8% from the top of curb to back of boulevard, draining towards the curb.

3.2 Clearing and Grubbing

Trees shall be removed so that the specifications for sight distances, grading, ditching, etc., may be met. All stumps, logs, brush, boulders, debris, etc. shall be removed from the entire street allowance. Unless noted otherwise, all healthy trees not obstructing visibility or installation of services shall be preserved. The Director of Infrastructure and Development may give special permission to leave trees on the street allowance, providing that they are situated more than 1.5 metres behind the curb.

3.3 Grading

A 2 metre boulevard area behind the curbs shall be graded at a minimum of 2% towards the curbs. The area from the edge of the road boulevard to the street line shall be graded with a side slope not exceeding a slope of 3 metres horizontal to 1 metre vertical to meet the original ground. All side sloped ditches and boulevards to the street line shall be protected with nursery sod over a minimum depth of 100 mm of topsoil.

3.4 Road Construction

All road construction shall conform to applicable standards of the Ontario Provincial Standard Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD). The granular roadbase shall consist of a bottom course of 450 mm minimum depth consolidated Granular "B" full width across the roadway and a top course of 150 mm of Granular "A" full width between concrete curbs. The granular materials shall be spread in layers of 150 mm maximum compacted depths, and each layer shall be thoroughly compacted. No granular base of surface material shall be placed until the grade on which it is to be laid has been inspected and approved by the Director of Infrastructure and Development. During and between construction seasons, the granular base shall be maintained suitable for vehicle and pedestrian traffic, including dust control by calcium chloride and renewed if required to the satisfaction of the Director of Infrastructure and Development.

Road subdrains shall be provided in accordance with OPSS 405.05. The subdrain shall include filter wrap (non-woven type) Class 1 and F.O.S. Of 130 – 100.

3.5 Roadway Surface Asphalt

As soon as the granular base has been completed, it shall be thoroughly compacted and shaped and the base course of asphalt placed. The base course shall consist of 50 mm minimum thickness of HL-4 Base Course Asphalt. The surface coat of asphalt may be placed upon the approval of the Director of Infrastructure and Development which shall not be given for at least one year from the date of placement of the base course of asphalt or until 50 percent of the houses have been constructed. The surface course asphalt shall consist of 40 mm minimum thickness of HL-3 Surface Course Asphalt. Asphalt work shall conform in all respects to OPSS 310.

3.6 Curbs

Concrete curb and gutter, of cross-section approved by the Director of Infrastructure and Development, shall be provided along all edges of paved roadway surface. Terminations at the limits of the subdivision shall be either joined to existing concrete curbs or rounded to reduce hazard to traffic. Construction shall conform to OPSS 353.

3.7 Accessibility

As part of construction of any concrete curb and gutter, sidewalks or other surface structures, the Developer will be responsible for construction in accordance with the Municipality's current accessibility standards to provide full access where possible, to all individuals in the community.

3.8 Turning Circles

Where construction is phased, the Municipality may require the installation of temporary turning circles. These turning circles will be constructed in accordance with the requirements for cul-de-sacs in Section 3.1 of this Schedule. Elsewhere in the Agreement are provisions for conveyance of blocks for the construction of said circles.

4.0 STORM DRAINAGE/STORMWATER MANAGEMENT

4.1 Approval of Design and Plans

Storm sewers shall be provided to serve the whole of the subdivision. Drawings shall consist of an overall plan, a plan and profile of each storm sewer, drawn to the same scale as the roads, pipe bedding, manholes, and other appurtenances. Design of the proposed works must be submitted to the Director of Infrastructure and Development and applicable government agencies for approval. Plans of the entire system shall be submitted to the Ministry of the Environment for approval. Approval for construction will not be given until the Certificate of Approval for the sewers has been received from the Ministry of the Environment and all other applicable government agency approvals has been received.

4.2 Stormwater Management Report

A Stormwater Management Report setting out the existing and proposed drainage pattern shall be submitted to and approved by the Director of Infrastructure and Development, the local Conservation Authority and the Ministry of the Environment.

The stormwater management requirements within the Municipality shall be those of the local Conservation Authority or as listed below. The general requirements are as follows:

- Quality and quantity control – as dictated by the local Conservation Authority and MOE requirements in accordance with the MOE "Stormwater Management Practices Planning and Design Manual" or the most recent version thereof. Quantity control shall restrict post-development runoff flows to pre-development flows between the 5 and 100 year events.
- The design storm for the minor systems shall be the 5 year storm for local storm sewers and the 10 year storm for trunk facilities.
- Sediment and erosion control measures associated with the stormwater management requirements shall be identified on the drawings for works to be included during the construction and for permanent measures.
- A manual shall be provided outlining the maintenance and operating requirements for any stormwater management measures proposed.

4.3 Connection to Municipal System

The storm sewers shall be connected to the Municipal storm sewer system or discharged to a natural watercourse as approved by the Municipality and the Ministry of the Environment.

4.4 Design Criteria

The stormwater management system shall be designed by using MIDUSS version 4.72.1 or an alternate approved hydrologic model. The Developer's Engineer shall consult the Conservation Authority as to the appropriate storm distribution and duration to be used. The Developer's Engineer shall advise the Director of Infrastructure and Development in writing as to the Authority's requirements. The minor system (storm sewer) shall be designed to convey the 5 year design storm, while the major system shall be designed to convey the 100 year design storm. Post-development runoff flows shall be controlled to pre-development levels for rainfall events with return periods between 5 and 100 years. The design of the stormwater management system shall be in accordance with the newest version of the "Stormwater Management Practices, Planning and Design Manual", as prepared by the Ministry of the Environment.

4.5 Location

The storm sewer shall be located within the street, with lateral connections to catch basins located along the gutter lines.

4.6 Sewer Pipe Material

Sewer pipe material shall be Concrete Pipe, or approved alternate, complete with rubber gasket connections Class C14 ES or reinforced concrete pipe of the class required for the depth of cover. The minimum size, including catch basin leads, shall be 300 mm. The Municipality may require a larger storm sewer size on parts of the subdivision than required for the subdivision alone.

4.7 Storm Sewer Construction

Storm sewer construction and pipe bedding shall conform to the requirements of the Ontario Provincial Standard Specifications for sewer construction. Pipes shall be bedded in approved granular materials.

Catch basin leads shall be connected to the main sewer with a manhole except where the main sewer size exceeds 450 mm diameter, in which case the lead can be connected directly to the main sewer using a factory manufactured "Tee" or a field cored hole and gasketed connection.

4.8 Manholes and Catch Basins

Pre-cast concrete manholes shall be provided at all changes in direction of the sewer and at all street intersections, but no further apart than 120 m. Manholes shall be 1200 mm diameter or larger, conforming to OPSD Series 700. Benching shall be provided in all manholes. Catch basin manholes shall contain a sump or minimum depth of 300 mm below lowest invert on sewers up to and including 450 mm diameter.

Frames and covers shall be OPSD 401.01 Type A, or approved equal, set on not less than three (3) layers nor more than six (6) layers of brick which shall be parged on the outside face.

Catch basins shall be provided on both sides of the street at all low areas but no further apart than 90 m. Catch basins for depth up to 2 m from ground level to invert shall be 600 mm square concrete conforming to OPSD 705.01. For greater depths, catch basins-manholes shall be used conforming to OPSD 701.03.

5.0 SANITARY SEWERS

5.1 Approval of Plans

Plans of the entire system shall be submitted to the Ministry of the Environment and the Director of Infrastructure and Development for approval. This submission shall consist of an overall plan, a plan and profile of each main sewer drawn to the same scale as the roads, together with typical details of house service connections, pipe bedding, manhole covers, all special bends and connections and other appurtenances. Approval for construction will not be given until the Certificate of Approval for both sewers and sewage treatment facilities has been received from the Ministry of the Environment.

5.2 Location

The main sewers shall be located along the centre of the street allowance. House connections shall terminate at the property line at the centre of each lot.

5.3 Material

Main sewers shall be P.V.C. or approved alternate. House connections shall be P.V.C. or approved alternate. All joints shall be of the rubber gasket type as approved by the Director of Infrastructure and Development. Approved caps shall be provided for service lateral terminations.

5.4 Size

The minimum size for main sewers shall be 200 mm diameter. House connections shall be a minimum of 125 mm in diameter. For multiple dwelling, industrial or commercial buildings, the service connections shall be sized to accommodate the flow.

5.5 Sanitary Sewer Construction

Sewer construction and pipe bedding shall conform to the requirements of OPSS 410 for sewer construction. A minimum 2.0 metre depth of cover shall be provided over all sanitary sewers and service connections. Cleanouts shall be provided as required by the Ontario Building Code.

5.6 House Connections

Plan locations and invert elevations, for all house connections at the street line, shall be shown on the drawings. Minimum fall on house connections shall be 2%; maximum 8%. Where the depth of sewer is excessive, a riser may be used over the main sewers. Shop manufactured "Tee" connections shall be used for house connections to the main sewer. Each service lateral shall be complete with a manufactured "Wye" connection and 100 mm diameter cleanout that shall extend to the ground surface level. The top of the cleanout shall be installed flush with the ground surface 300 mm from the lot line. A cap of approved manufacture shall be installed on each service lateral termination at the street line and made watertight. The ends of all services shall be marked by a 50 mm x 100 mm wood post extending from the service to 300 mm above the surface of the ground and the top section painted fluorescent green. Connections to manholes shall enter the manhole no higher than 0.5 m above the lowest invert, except as otherwise approved by the Director of Infrastructure and Development.

5.7 Manholes

Concrete manholes shall be provided at all changes in direction of the sewer and at all street intersections, but no further apart than 120 m. Manholes shall be 1200 mm dia. Conforming to OPSD 701.010. Benching shall be provided in all manholes.

5.8 Testing and Flushing of Sewers

The complete sewer system, including house connections, shall be tested and flushed in accordance with OPSS 410, including video inspection. The Developer shall arrange the tests for sections of sewer between manholes and shall inform the Director of Infrastructure and Development when a section is on test and ready for inspection. Any sections of sewer which fail to meet the requirements of this section shall be repaired and retested.

5.9 Completion and Acceptance

The complete sewage collection system installation must be approved by the Director of Infrastructure and Development prior to the issuance of building permits for the subdivision.

6.0 WATERMAINS

6.1 Approval of Plans

Plans of the entire system and a completed Form 1 shall be submitted to Director of Infrastructure and Development for approval. This submission shall consist of an overall

plan, a plan and profile of each watermain drawn to the same scale as the roads, together with typical details of service connections, pipe bedding and other appurtenances. The drawings or supporting documentation shall contain the following information:

- Design Flows for normal and fire flow demands.
- A materials list for all components.
- Information re the method of restraint.
- Dimensions for the separation distances between services.
- Minimum depth of cover.
- References to accepted standards for construction and testing.

Approval for construction will not be given until the Form 1 has been signed by the Municipality.

6.2 Locations

The location of all watermains and appurtenances shall be in accordance with the approved servicing plan and in accordance with Municipality of South Huron Standard Watermain Specification.

6.3 Connection to the Municipal System

All watermain connections shall be made by a MOE Licensed Municipal Water Operator, in accordance with the Municipality of South Huron Standard Watermain Specifications.

6.4 Material and Size

All watermain material shall be in accordance with the Municipality of South Huron Standard Watermain Specifications.

6.5 Watermain Construction

All watermain and appurtenances to be installed, bedded and backfilled in accordance with the Municipality of South Huron Standard Watermain Specifications and current Ontario Provincial Standard Specifications.

6.6 Flushing, Testing and Disinfection

All watermain shall be tested, flushed, swabbed and disinfected in accordance with the Municipality of South Huron Standard Watermain Specifications. The Developer shall inform the South Huron Environmental Services Department when the watermain is to be tested and disinfected. Bacteriological testing will be completed by the South Huron Environmental Services Department. The Developer will be billed for any testing or retesting required.

6.7 Completion and Acceptance

The complete water distribution system installation must be approved by the Municipality prior to the issuance of building permits for the subdivision.

7.0 SIDEWALKS

A 1.5 metre sidewalk shall be constructed on one side of each street within the development. Sidewalks shall have a minimum depth of 125 mm and shall be bedded in granular in accordance with the current OPS standard details.

Sidewalks shall be completed within a reasonable time after occupancy and all sidewalks must be complete prior to the surfacing of driveways.

8.0 UTILITIES AND STREET LIGHTING

8.1 Telephone

Telephone service shall be underground and shall be installed by Bell Canada. The Developer must bear the cost of any surcharges for underground installation made by Bell Canada and must grant Bell Canada any easements for their services.

8.2 Electrical

Underground electrical installation shall be completed to the satisfaction of Hydro One based on their most current specification.

8.3 Cable T.V.

Developer shall arrange to have Cable T.V. installation completed by the local supplier.

8.4 Internet and telecommunication

Developer shall arrange to have Internet and/or telecommunication installation completed by the local supplier.

8.5 Union Gas

Developer shall arrange for the installation of gas distribution mains and services throughout the subdivision.

8.6 Street Lighting

Fixtures shall be Phillips Lumec MetroScape model MPTRRC (MPTR-55W32LED4K-ES-LES) and black in colour. Minimum output shall be LED equivalent to 100 watt High Pressure Sodium. All fixtures shall have individual photocell control, and photocells shall have 20 year warranty. Fixtures shall be set on 4.25 metre (14 foot) minimum plain black octagonal concrete poles, or as directed by the Municipality. The tenon size on pole and fixture must match. Power feed shall be completely underground. The lights shall generally be placed to the outside of curved roads. The maximum allowable spacing along the street between the lights shall be 37 metres, and the minimum spacing between lights shall not be less than 27 metres. IESNA RP-8 shall be met. The poles must be installed at the location as shown on the Municipality's Typical Cross-Section. Particular care shall be taken to adequately illuminate the intersections and cul-de-sacs. It is preferred to have poles located along lot lines if possible.

9.0 LOT GRADING

9.1 House Lot Grading

Generally, all lots shall be excavated or filled so that the whole of the lot area from the street line to a line at least 3 metres beyond the rear of the building shall have an elevation not less than 0.5 metres or more than 2 metres higher than the finished crown of the road opposite the centre of the lot. In situations where the slope of the land justifies different requirements, the Director of Infrastructure and Development may permit variations of the above. A plan showing proposed lot grades and house floor levels shall be submitted to the Director of Infrastructure and Development for his approval, and the Director retains the right to amend any of the grades proposed if the Director considers a particular situation so warrants.

10.0 LANDSCAPING

Boulevards along each street shall be topped with a minimum of 125 mm of topsoil. Seeding shall be completed in all boulevard areas.

A tree shall be planted on each lot within 1 year of the date of occupancy. Trees shall be 50 mm diameter measured 500 mm above the ground. All trees shall be No. 1 nursery stock. The type of trees shall be approved by the Municipality. Trees shall be watered at the time of planting and every two weeks thereafter and the Developer shall warrant trees for a period of one year from the date of planting. Planting shall be limited to the spring and fall seasons.

11.0 EROSION CONTROL

During construction the Developer shall ensure that surface runoff from the lots and blocks as well as the roadways is protected from erosion by the use of silt fences, straw bales and other measures designed to minimize such erosion. Temporary outlets at culverts or catch basins shall be checked to prevent silts from entering into storm sewers

or water courses. Such erosion control measures shall be shown on the drawings for approval by the Director of Infrastructure and Development and the Conservation Authority.

12.0 WALKWAY

All walkways shown on the plan of subdivision shall be constructed by the Developer. Walkways shall be constructed of a 150 mm minimum depth of Granular "A" on a properly constructed foundation and shall be paved with a concrete sidewalk to a minimum width of 1.5 metres and a minimum depth of 125 mm.

A standard 1.5 m high chain link fence shall be placed along both sides of the right-of-way with posts placed at each end to prevent vehicular traffic from using the walkway.

13.0 PARKLAND IMPROVEMENTS

The area of land deeded to the Municipality for Public purposes, other than highways, shall be carefully graded, care being taken to preserve any trees. The whole area shall be top dressed with a minimum of 100 mm of topsoil and shall be seeded with approved lawn seed mix (OPSS 572).

The Municipality may ask and provide details within this agreement for additional Parkland improvements as might be warranted.

14.0 TRAFFIC AND STREET SIGNS

14.1 Street Names

Proposed street names shall be subject to the approval of the Municipality.

14.2 Street Name Signs and House Numbering

At each intersection there shall be erected an approved double unit street name sign. The signs and posts will be provided by the Municipality at the Developer's expense.

14.3 Traffic Signs

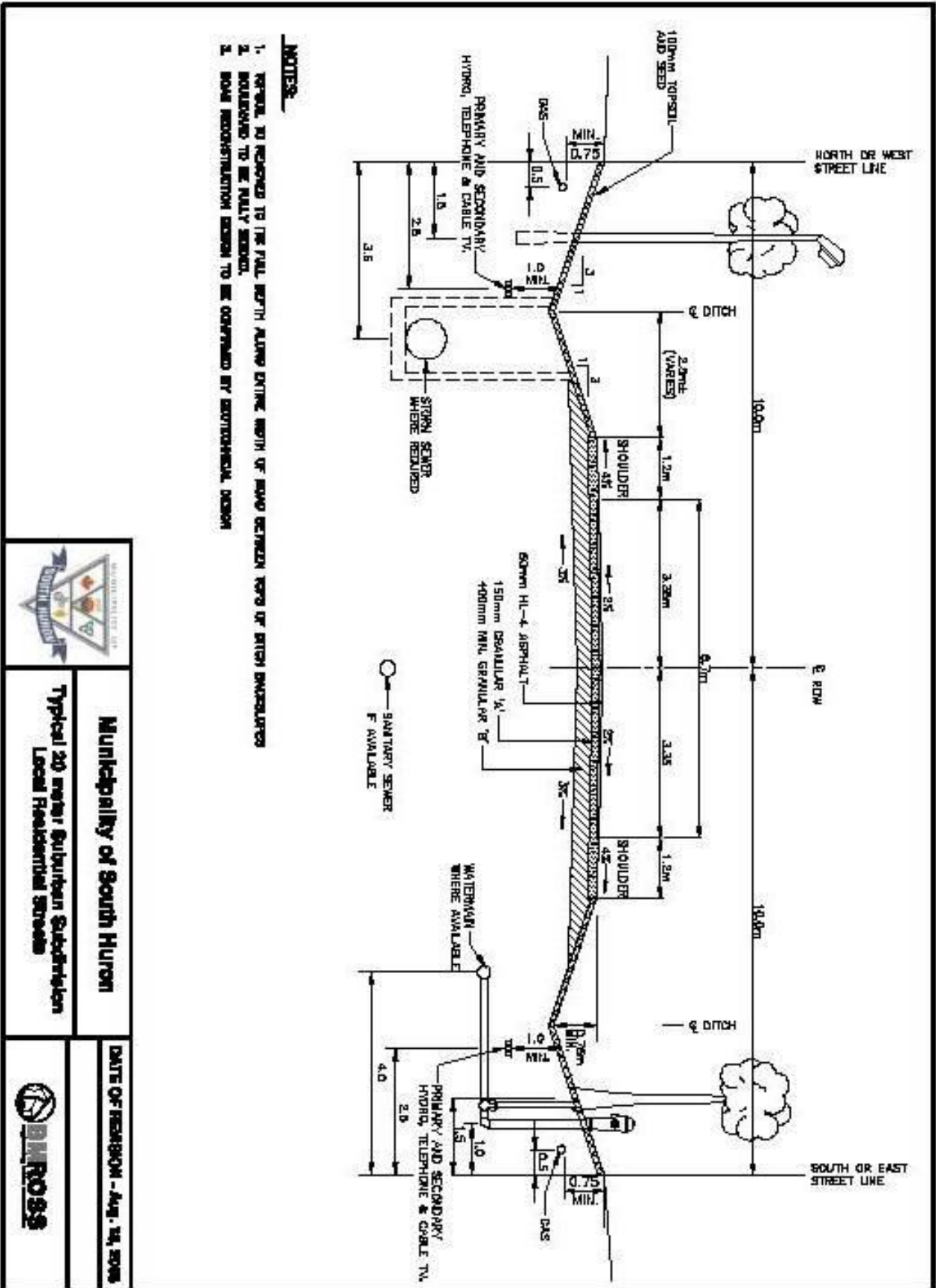
Traffic signs and posts will be provided by the Municipality at the Developer's expense, following the passing of a by-law for their installation.

14.4 Guide Posts

On Fills higher than 2 metres, timber guide posts or guard rails shall be installed conforming to OPSS and OPSD Standards.

15.0 TYPICAL ROAD CROSS SECTION

A typical urban road cross section is attached.



SCHEDULE "D" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

WORKS TO BE CONSTRUCTED

- | | | |
|-----|---|-------------------------------------|
| 1. | Roads complete with asphalt paving and curb and gutter | <input checked="" type="checkbox"/> |
| 2. | Storm Water Management Plan, and storm sewer system | <input checked="" type="checkbox"/> |
| 3. | Sanitary sewers and building connections to the lot line | <input checked="" type="checkbox"/> |
| 4. | Water distribution system, fire protection and building connections to the lot line | <input checked="" type="checkbox"/> |
| 5. | Grading and requirements of a site grading plan | <input checked="" type="checkbox"/> |
| 6. | Underground electrical distribution system and an electrical service | <input checked="" type="checkbox"/> |
| 7. | Street lighting | <input checked="" type="checkbox"/> |
| 8. | Utility obligations – telephone, cable t.v., internet, gas service | <input checked="" type="checkbox"/> |
| 9. | Sidewalks | <input checked="" type="checkbox"/> |
| 10. | Topsoil and sod on boulevard from property line to curb | <input checked="" type="checkbox"/> |
| 11. | Landscaping | <input checked="" type="checkbox"/> |
| 12. | Lot house number signs | <input checked="" type="checkbox"/> |
| 13. | Street name signs | <input checked="" type="checkbox"/> |
| 14. | Traffic signs, as required | <input checked="" type="checkbox"/> |

Note: Works Required Denoted by

SCHEDULE "E" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS – OUTSTANDING**

South Point Subdivision – PHASE 1

ESTIMATE for SUBDIVISION LANDS	
Project Startup / Erosion Control	\$ 0.00
Area Grading	\$ 34,514.81
Sanitary Sewers	\$ 0.00
Storm Sewers	\$ 0.00
Watermain	\$ 0.00
Service Connections	\$ 0.00
Primary Roadworks	\$ 102,131.69
Secondary Road works	\$ 105,281.48
Electrical	<u>\$ 55,000.00</u>
Subtotal	\$ 296,927.98
13% HST	<u>\$ 38,600.64</u>
Total Construction Costs	\$ 335,528.61
Security Required (60% of above costs)	\$ 201,317.17

ESTIMATE for MUNICIPAL LANDS	
Project Startup / Erosion Control	\$ 0.00
Area Grading	\$ 0.00
Sanitary Sewers	\$ 0.00
Storm Sewers	\$ 0.00
Watermain	\$ 0.00
Service Connections	\$ 0.00
Primary Roadworks	\$ 20,790.07
Secondary Road works	\$ 29,665.13
Electrical	<u>\$ 10,000.00</u>
Subtotal	\$ 60,455.20
13% HST	<u>\$ 7,859.18</u>
Total Construction Costs	\$ 68,314.37
Security Required (100% of above costs)	\$ 68,314.37

SECURITY SUMMARY – Subdivision Agreement

@ 60% of Estimated Costs on Subdivision Lands
Inclusive of HST \$ 201,317.17

@ 100% of Estimated Costs on Municipal Lands
Inclusive of HST \$ 68,314.37

\$ 269,631.54

SCHEDULE "F" OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – CLAUSE 6.3

None.

SCHEDULE "G" OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to the Corporation of the Municipality of South Huron (the "Municipality") that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.

STREET

MUNICIPALITY

LOT/BLOCK

REGISTERED PLAN NO.

Have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Municipality) referred to in the Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Municipality that a field survey has been completed by the undersigned and that:

1. The final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Agreement.
2. The grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. The above lot has been graded to provide positive drainage in the front, rear and sideyard and that there is no area of the property which is subject to ponding of water; and
4. That in all cases, the final grading conforms to the intent of the grading plant.

This certificate is given and delivered to the Municipality in full knowledge that the Municipality relies on this certification in providing a release of the applicable Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 20____.

Signature of OLS/Professional Engineer

NOTE: Copies of this Owner's Final Grading Certificate are available at the Municipality's Building Department.

SCHEDULE "H" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

CONVEYANCING

All title documents shall be properly drawn and executed by the parties, with the appropriate Lot or Block number inserted in the description of the document, and the registered Plan Number shall be left blank, to be inserted by the solicitors for the parties after the Plan is registered and a Plan Number assigned. The consideration for all conveyances shall be the sum of Two Dollars (\$2.00) and the cost of preparation, execution and registration thereof shall be borne by the Subdivider.

All documents to be registered, shall be submitted to the Municipal Solicitor for approval in consultation with the Municipality. The Subdivider shall provide draft documents to the Municipal Solicitor at least 14 days in advance of the intended registration dates unless otherwise agreed upon.

The following lands and easements shall be conveyed:

- 1) **Lands to be Conveyed**
 - a) **to the Municipality**
 - i) for Open Space – Block 70 and 72 (Draft M-Plan);
 - i) for SWM – Blocks 71 and 73 (Draft M-Plan);
 - ii) for 0.3 m reserves – Blocks 74 and 75 (Draft M-Plan)
- 2) **Easements to be Conveyed**
 - a) **To the Municipality**
 - i) for stormwater drainage – rear of Lots 28/29 (Draft M-Plan)
 - ii) for temporary turning circles at temporary terminus of Street B (Draft R-Plan)
- 3) **Postponements and Discharge of Mortgage/Encumbrance**
 - a) Postponement in favour of Subdivision Agreement for all lands.
 - b) Postponement in favour of Easements for all lands in section 2.
 - c) Discharge – all lands referenced in subsection 1a).

SCHEDULE "I" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

NO OCCUPANCY AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, the Parties hereto mutually covenant and agree as follows:

1. In consideration of the Corporation of the Municipality of South Huron issuing a building permit to the Owner for
 _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the above referred to services have been installed to the satisfaction of the Municipality;
2. The Municipality hereby acknowledges that it has a cash deposit from the Developer in the sum of _____ and will use its best efforts to see to it that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
This _____ day of _____, 2019.

(
 (
 (_____
 (2695352 Ontario Limited
 (
 (THE CORPORATION OF THE
 (MUNICIPALITY OF SOUTH HURON
 (
 (_____
 (Mayor
 (
 (_____
 (Clerk
 (
 (We have authority to bind the Corporation.

SCHEDULE "J" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

APPLICATION FOR REDUCTION OF SECURITY

To: Director of Infrastructure and Development, _____ of _____

Developer: (Name of Developer)

Agreement: (Date of Agreement)

Property: (Legal Description of Property)

Application No. (Specify number of application)

The undersigned, (Name of Developer's Engineer) being the Developer's Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer's Engineer and in accordance with the requirements of the Agreement between the Developer and the Municipality.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer's Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Director of Infrastructure and Development with full knowledge that the Municipality will rely upon the information contained herein in granting a reduction of the security held by the Municipality pursuant to Section 9.2 of the said Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 20 ____.

Signature of Developer's Engineer

Name of Developer's Engineer

SCHEDULE "K" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF:

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of the Corporation of the Municipality of South Huron under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE the Corporation of the Municipality of South Huron releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.5 in said Instrument No. _____, as amended, and certifies that all other provisions of that Agreement, as amended, are no longer binding with respect to the said lands. The lands released hereby are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of South Huron (Exeter Ward), County of Huron and being composed of Lot _____ Registered Plan _____, the Municipality of South Huron has, by Bylaw _____, registered in the said registry office as Instrument No. _____, provided that this Partial Release shall be executed by the Clerk and sealed with its seal.

DATED this _____ day of _____, 20____

Clerk _____

SCHEDULE "L" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

CONDITIONS OF DRAFT APPROVAL

The Conditions of Draft Approval for File No. 40T18002 for the Corporation of the County of Huron as attached hereto.

Draft Conditions For Plan of Subdivision 40T18002 2695352 Ontario Inc.

WHEREAS the application for subdivision has been circulated according to the Delegation Orders of the Minister of Municipal Affairs and the County of Huron's Planning Procedures Manual;

AND WHEREAS the application affects an area designated for residential development in the South Huron Official Plan;

AND WHEREAS any issues raised during the circulation of the application are addressed by the following conditions to draft approval;

NOW, THEREFORE the Council of the Corporation of the County of Huron hereby issues draft approval to the file 40T18002 which pertains to Part of Lot 15, Concession 1 with ROW, Parts 4 to 7 of Registered Plan 22R-5066; Part 8 of Registered Plan 22R3785; Parts 4 and 5 Plan 376; Lots 1327, 1320, 1332, 1333, 1334 and 1336 of Plan 376 as Parts 1 and 2 of Registered Plan 22R891, Exeter and Usborne Wards, Municipality of South Huron, County of Huron, and the following conditions shall apply. The following conditions have been established by the County of Huron and must be met prior to the granting of final approval:

DRAFT CONDITIONS

The County of Huron's conditions and amendments to final approval for registration of this subdivision File 40T18002 are as follows (the following conditions must be met prior to final approval);

Description

1. This approval applies to Pinnacle Quality Homes Draft Plan of Subdivision (Part of Lot 15, Concession 1 with ROW, Parts 4 to 7 of Registered Plan 22R-5066; Part 8 of Registered Plan 22R3785; Parts 4 and 5 Plan 376; Lots 1327, 1320, 1332, 1333, 1334 and 1336 of Plan 376 as Parts 1 and 2 of Registered Plan 22R891, Exeter and Usborne Wards, Municipality of South Huron, County of Huron, dated January 30, 2019 and referred to as Drawing Number dp19106e, as prepared by the GSP Group, hereafter referred to as 'draft plan'.

Phasing

2. The subdivision will be registered in two phases as per the phasing plan identified on the draft plan.
3. That any road or stormwater management and drainage infrastructure required for the independent development of either phase shall be completed to the satisfaction of the Municipality of South Huron prior to the registration of the respective Phase.

Roads

4. That roads be developed to a standard acceptable to the Municipality of South Huron.
5. The road allowances and future road blocks shown on the draft plan shall be dedicated to the Municipality of South Huron.
6. The roads shown on the draft plan be named and number for 911 purposes to the satisfaction of the Municipality of South Huron and the County of Huron
7. Any deed ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the

Municipality of South Huron until required for future road allowances or the development of adjacent land.

8. The development of the municipal street which will serve as the connection to the Main Street/Highway 4 corridor will be built at the Subdivider's initial expense to a basecoat asphalt standard prior to occupancy permits being issued for Phase 1. This roadway and associated municipal infrastructure shall be cost shared by the Subdivider and the Municipality of South Huron on a 50% - 50% basis using actual tendered costs, including engineering.

Easements and Blocks

9. Any easements required for municipal services will be provided by the Subdivider to the satisfaction of the Municipality of South Huron.
10. Easements will be created for the purpose of rear yard access affecting Lots 1-20, 31-41, 42-67.
11. Any easements as may be required for any utility purposes, including but not limited to electricity, telecommunications, cable, gas and hydro shall be granted by the Subdivider gratuitously to the appropriate authorities to their satisfaction.
12. An easement for the catch basin and catch basin lead located in Block 72 will be dedicated to the Municipality of South Huron.
13. Block 71 will be dedicated to the Municipality of South Huron.

Subdivision Agreement

14. The Subdivider shall enter into a Subdivision Agreement with the Municipality of South Huron which shall list all requirements, including financial or otherwise for the development of the subdivision plan including but not limited to the following:
 - a. provisions for phases;
 - b. provision for roads to a standard acceptable to the Municipality of South Huron and for the naming of such roads;
 - c. provisions for the development of the municipal street which will serve as the connection to the Main Street/Highway 4 corridor;
 - d. provisions for the Owner to install "No Parking" signs of a design satisfactory to the Municipality of South Huron to restrict street parking on Street 'A' and identify any fire routes.
 - e. provisions for the allocation of municipal reserve capacity for water and sewer that is coordinated with the phases;
 - f. provisions for the installation of and connection to municipal services (water, sanitary and storm systems);
 - g. provision of storm water management facilities including the facilities required to be built on lands currently owned by the Municipality of South Huron (forming part of Block 74);
 - h. provision of grading and drainage plans and related installations;
 - i. provision of trees and landscaping on streets and any other public areas;
 - j. provision of a planting strip on the east edge of the Simcoe Street access if the existing cedar hedge is removed;
 - k. provision of sidewalks;
 - l. provision of a temporary, gravel cul de sac being located at the east extent of Street "B" within the Phase 2 area including a temporary guiderail type barricade installed as per OPSD 912.532;
 - m. provisions to address requirements by other review agencies;
 - n. see Condition 30 regarding Canada Post; and
 - o. other such matters as determined by the Municipality of South Huron.
15. A copy of the Subdivision Agreement shall be provided to the County of Huron, Planning and Development Department, prior to final approval.
16. The Subdivision Agreement shall be registered against the lands to which it applies by the Municipality of South Huron, and paid for by the Subdivider.

Engineering Drawings

17. Prior to final approval of each phase and sub-phase, the Subdivider shall submit for approval subdivision design drawings (including preliminary design sketches for all public works and services within the entire subdivision as per the Function Servicing

Report), prepared and certified by a Professional Engineer to the satisfaction of the Municipality of South Huron.

Servicing

18. That the Subdivider agrees in writing to satisfy all requirements, financial and otherwise, of the Municipality of South Huron concerning the provision of roads, installation of services, drainage, and water and sewage capacity.
19. That a street lighting plan be submitted and approved by the Municipality of South Huron.
20. The owner/developer shall enter into an agreement with Hydro One Networks Inc. regarding electrical services and supply.
21. That Hay Communications, Bell Canada or any other communication provider selected by the Subdivider, advise the County that satisfactory arrangements have been made for the installation of underground telephone facilities on the site and connecting facilities to the site and the developer sign a letter of understanding with the communication provider. The developer shall confirm with Municipality the number and location of services provided.
22. The owner agrees to provide Union Gas Limited, the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited.

Storm Water Management

23. Prior to final approval, the Subdivider shall submit the following reports prepared by a qualified professional engineer, and completed to the satisfaction of the Municipality of South Huron:
 - a. A final storm water management plan;
 - b. Details regarding the maintenance of any stormwater management facilities.
 - c. A storm water management Maintenance Manual.
24. Prior to final approval, the Subdivider shall submit the following reports, prepared by a qualified professional engineer, and completed to the satisfaction of the Municipality of South Huron:
 - a. An final overall lot grading and drainage plan;
 - b. A final erosion and sedimentation control plan.
25. Blocks 73 and 74 be dedicated to the Municipality of South Huron for the purposes of stormwater management following the complete construction of all facilities outlined in the stormwater management plan including those facilities located on lands currently owned by the Municipality of South Huron.

Zoning

26. The subject lands be zoned to the satisfaction of the Municipality of South Huron.

Park Land

27. Cash in lieu of parkland be conveyed to the Municipality of South Huron as per Section 51.1 of the Planning Act.

Foundation Construction

28. That the Subdivider shall enter into an agreement with the Municipality of South Huron which ensures the foundations of each of the multiple attached dwelling units are constructed in accordance with the draft plan; to the satisfaction of the Municipality of South Huron.

Fencing

29. That the Subdivider shall agree to fence the western extent Block 73 and Street A from Block 73 South to the new street and the north extent of the new street (along the Jessica's House property).

Canada Post

30. Prior to final approval, the Subdivider shall consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes and that the locations will be indicated on the appropriate servicing plans.
31. The Subdivision Agreement shall contain the following clauses:

- a. *The Subdivider covenants and agrees to provide the Municipality of South Huron with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community mail Boxes (CMB) as required by Canada Post Corporation and as shown on the approved engineering design drawings/Draft Plan at the time of sidewalk and/or curb installation. The subdivider further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Subdivider has paid for the activation and equipment installation of the CMBs;*
- b. *The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.*
- c. *The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.*
- d. *The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.*
- e. *The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:*
 - Any required walkway across the boulevard, per municipal standards;*
 - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications); and*
 - A Community Mailbox concrete base pad per Canada Post specifications.*

Financial Requirements

32. The Subdivider shall pay any outstanding charges to the Municipality of South Huron prior to final Approval.
33. The Subdivider agree to pay all costs associated with water and sewer recovery as per By-law 59-2003 as amended by By-law 41-2004 of the Municipality of South Huron to the satisfaction of the Municipality of South Huron.

Under By-law #59-2003 the area under development shall be defined as lands being developed for residential use serviced by municipal infrastructure on London Road South, including associated road allowances fronting or flanking the residential lots; but excludes SWM facility lands, road allowance for access roads to Simcoe Street and London Road South.

The By-law cost recovery fee shall be due and payable by each phase of the subdivision, at the time of issuance of the first building permit in each phase.

34. Reimbursement of any legal, and/or engineering and consulting fees and disbursements incurred by the Municipality of South Huron in connection with the review or approval of this plan of subdivision, shall be made.
35. Reimbursement of any legal, and/or engineering and consulting fees and disbursements incurred by the County of Huron in connection with the review or approval of this plan of subdivision, shall be made.

Lapsing

36. The proponent has three (3) years from the date of draft approval of this plan of subdivision to obtain final approval from the County. If final approval is not obtained before three (3) years from the date of draft approval, and in the absence of an extension applied for by the Subdivider and approved by the County, then the draft approval shall be deemed to be void.

Clearances

37. The County is to be advised in writing by the appropriate agencies how the foregoing conditions have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron.

2. An application for final approval of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a **minimum of two weeks** to review an application for final approval of a Plan of Subdivision.

3. A copy of the final M-Plan is required by the County of Huron and the Municipality of South Huron.

4. It is the responsibility of the Subdivider to provide the approval body with the required information and fees to extend this draft approval. Should this information and fees not be received prior to the lapsing date, the Draft Plan Approval will lapse. There is no authority to revise the approval after the lapsing date. A new subdivision application under Section 51 of the Planning Act will be required.

5. An updated review of the plan and revisions to the Conditions of Approval may be necessary if an extension is to be granted.

6. Clearances are required from the following:

Clerk
Municipality of South Huron
322 Main Street South
Exeter ON N0M 1S6

Shirley Brundritt
Lands Support Analyst
Union Gas Limited
50 Keil Drive North, P.O. Box 2001
Chatham, Ontario, N7M 5M1

Canada Post
2701 Riverside Drive
Ottawa, ON, K1A 0B1

Hydro One Networks Inc., if applicable
483 Bay Street
South Tower, 8th Floor Reception
Toronto, Ontario M5G 2P5

County of Huron Planning & Development Department
57 Napier Street,
Goderich, Ontario, N7A 1W2

SCHEDULE "M" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

SPECIAL PROVISIONS

The following special provisions apply to this Agreement:

1.0 Community Mailboxes

The Developer shall be responsible for ensuring that the locations of the community mailboxes are to the satisfaction of Canada Post.

2.0 Cash-in-lieu of Parkland

Parkland dedication for this development is to be addressed by way of payment of cash-in-lieu of parkland. The Developer agrees to pay the Municipality **\$9,320.00** prior to this Agreement being registered. This amount represents 5% of the assessed value of the undeveloped lands in phase one only of the lands described in Schedule 'A'.

3.0 Landscaping Plan

The Developer shall landscape the site and thereafter maintain the same in general conformity with the landscape plans approved by the Municipality (drawing LG1 last revised November 6, 2019), as prepared by MTE Engineering, all to the satisfaction of the Municipality.

4.0 Window wells?

The Developer shall not place window wells in the side yards between the following lots and/or blocks: Lots 34 & 35 and lots 63 & 64.

5.0 Stormwater Management Ponds

It is acknowledged that the stormwater management pond on Block 41 is to be constructed in its entirety in Phase 1 of the Development to service the all the Phases.

6.0 Electrical Distribution Line and Warning for Overhead Electrical Wires

The Developer acknowledges that a high voltage electrical distribution line is located in the area affected by the Development or lands abutting the Development. The Developer acknowledges that the Regulations for Construction Projects in the Occupational Health and Safety Act (Ontario) require that no object shall be brought closer than three (3) metres (ten (10) feet) to the electrical distribution line. The Developer is aware, and shall make all persons, contractors, subcontractors and any other entities on site aware, that all equipment, property and persons must come no closer than the aforesaid distance as specified in the Occupational Health and Safety Act (Ontario). The Developer acknowledges that electrical lines can rise and be lowered without warning, depending on the electrical demand placed on the electrical distribution line. The Developer shall post warning signs on the wood poles supporting the electrical distribution line(s) stating "Danger – Overhead Electrical Wires" in all locations where contractors, subcontractors, personnel, equipment or construction vehicles might come in close proximity to the electrical distribution line(s).