

SEVERANCE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE
(the “Municipality”)

OF THE FIRST PART

-and-

BURCON HOMES INC.
(the “Owner”)

OF THE SECOND PART

(collectively known as the “Parties”)

WHEREAS:

- A. The Owner warrants that it is the registered owner of the lands described in **Schedule “A”** attached hereto (the “**Subject Lands**”);
- B. Council for the Municipality has authority to make consent decisions pursuant to the *Planning Act*, RSO 1990, c P 13, as amended or replaced (the “**Planning Act**”)
- C. The Owner submitted Consent Applications B-12-13-18/21 (the “**Consent Application**”) to the Municipality to create three (3) parcels on the Subject Lands, such parcels being legally described as:
 - i. Part 1 on Plan 33R-21129 with a frontage of approximately 16.74 metres (55 feet) on Komoka Road, with an area of approximately 1003.9 square metres (0.248 acres) in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09664-0070 (LT) (“**Severed Parcel 1**”);
 - ii. Part 7 on Plan 33R-21129 with a frontage of approximately 32.96 metres (108 feet) on Simcoe Avenue, with an area of approximately 1706 square metres (0.42 acres) in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09664-0070 (LT) (“**Severed Parcel 2**”);
 - iii. Part 5 on Plan 33R-21129 with a frontage of approximately 27.2 metres (120 feet) on Komoka Road (the “**Retained Parcel**”);
- D. The Municipal Council approved the Consent Application July 14, 2021, providing notice of its decision on July 15, 2021 (the “**Decision**”), subject to a number of severance conditions which are to run with Subject Lands, Severed Parcel 1 and Severed Parcel 2 (collectively referred to as “**Severed Parcels**” and Retained Parcel, as defined herein, and which have to be fulfilled on or before July 15, 2022 (hereinafter the “**Lapse Date**”);
- E. When the Owner and the Municipality have entered into this Agreement and subject to the fulfilment of the remainder of the conditions of the Decision to be fulfilled on or before the Lapse Date, the Municipality shall issue a Certificate of Consent;
- F. The Owner represents and warrants that it has obtained consent from any mortgagees and/or any third parties that have real property interests in the Subject Lands to seek approval to sever and develop the Subject Lands and to the endorsement of this Severance and Development Agreement;
- G. The Decision is consistent with the Provincial Policy Statement, confirms to the County of Middlesex Official Plan and the Middlesex Centre Official Plan, and will conform to the Middlesex Centre Comprehensive Zoning By-Law once the conditions of consent set out in this Severance and Development Agreement have been fulfilled; and
- H. The registration of this Severance and Development Agreement on title of the Subject Lands and Severed Parcels, as defined herein, is authorized by subsections 53(12) and 51(25-26) of the *Planning Act*.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each party to the other and for other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Incorporation of Recitals

1. The above recitals are true and are hereby incorporated into this Severance and Development Agreement (hereinafter, this “**Agreement**”) by reference.

Conditional Approval of Severance and Development Plan

2. The Municipality approves development on the Subject Lands in accordance with the plans and specifications attached hereto as **Schedule “B”**, subject to the covenants in this Agreement.

Installation of Works and Facilities

3. The Owner covenants to provide, construct, install and maintain the works and facilities set out and provided for in *Schedule “B”* and to the satisfaction of the Municipality (hereinafter, the “**Works and Facilities**”). The Works and Facilities shall be provided, constructed, installed and maintained by the Owner at absolutely no expense to the Municipality.

Responsibility and Cost of the works and Facilities

4. The Owner is responsible for one hundred percent (100%) of the total cost for completion of the Works and Facilities. Every provision of this Agreement by which the Owner is obliged in any way, even where the provision does not specifically enumerate “at the 100% expense of the Owner”, shall be deemed to include the words “at the 100% expense of the Owner”. In the event that the Owner default on any provision of this Agreement, the provisions of the *Municipal Act* apply; any monies owing to the Municipality constitute debt to the Municipality and priority lien owing to the Municipality; and the Municipality may use the remedies set out in sections 39-40 to address the default.

Development Charges

5. The Development Charges By-law of the Municipality applies to the development of the Subject Lands and the Owner shall pay development charges in accordance with Municipality’s By-Law No. 2017-133, as amended or replaced.

Compliance with Law

6. The Owner shall:
 - (a) Be one hundred percent (100%) responsible for ensuring that the installation, construction and maintenance of the Works and Facilities complies with all applicable Federal, Provincial and Municipal laws, statutes, regulations, by-laws and codes of conduct; and
 - (b) Be responsible for obtaining, at one hundred percent (100%) its own risk and cost, any and all approvals necessary for the installation, construction or removal, of the Works and Facilities prior to the commencement of construction, including without limitation, including without limitation, approvals required by the *Environment Assessment Act*, RSO 1990, c. E.18, as amended or replaced, the *Environmental Protection Act*, RSO 1990, c. E. 19, and any applicable Conservation Authority.

Application of County Highways By-laws

7. The Owner shall:
 - (a) comply with all Municipal By-laws (collectively, hereafter referred to as the “**Municipal By-Laws**”), as amended or replaced, as applicable. The Municipal By-laws may apply but not be limited to Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to Municipal highways (collectively, hereafter referred to as the “**Municipal Highway By-laws**”) as they apply to the commencement of any work on, under and around Simcoe Avenue.

The Owner shall comply with the Municipal Highway By-laws and where applicable, shall apply for any such permit or require any contractors and/or agents acting on their behalf to apply for permits and pay appropriate fees in accordance with the Municipal Highway By-laws in advance of commencing any work on, under or around the Subject Lands. The Owner further covenants to provide to the Municipality any security deemed necessary by the Manager of Public Works and/or Municipal Engineer, retained or employed, as designated by the Municipality (the “**Municipal Designate**”) in accordance with the Municipal Highway By-laws and will require any contractors and/or agents acting on its behalf to provide any security deemed necessary by the Municipal Designate in accordance with the Municipal Highway By-laws and such security shall take the form of an unconditional and irrevocable letter of credit, certified cheque issued by a Canadian Charter Bank, or similar legal tender in a form approved by the Municipality. The aforementioned security may be drawn upon by the Municipality in the event of default on Municipality permitting conditions.

- (c) comply with The Corporation of County of Middlesex (“**the County**”) Highway By-laws (“**County Highway By-laws**”), as amended or replaced, and as applicable. The County Highway By-laws may apply but not be limited to Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to County Highways as they apply to the commencement of any work on, under and around Komoka Road. The Owner shall comply with County By-laws, shall apply for permits and pay appropriate fees or require any contractors and/or agents acting on their behalf to do so in advance of commencing any work on or around Komoka Road.

Development Control

- 8. Without limiting the covenants and obligations set out elsewhere in this Agreement, the Owner covenants:

Contractors and Agents

- (a) To be responsible for the oversight, supervision, direction, work and service of all contractors and/or agents of the Owner which perform work or services on behalf of the Owner in furtherance of this Agreement and to ensure that all work and services performed by their respective contractors and/or agents conforms to the requirements of this Agreement. Any failure by any contractor and/or agent of the Owner to perform work or services to the standard required for the Owner by this Agreement shall constitute a breach of this Agreement by the Owner.

Engineering Drawings

- (b) To provide engineering drawings for approval by the Municipal Designate inclusive of detailed designs and specifications demonstrating details of all the Works and Facilities. Without limiting the foregoing, the Owner shall provide engineering drawings detailing, where applicable, all grading, stormwater management, sediment erosion control, easements, servicing, entrance details, road allowance widening, pavement widening, utility construction and any other work required as part of the development. Approval shall be in the sole and absolute discretion of the Municipal Designate. Where any of the drawings forming part of *Schedule “B”* require amendment, such amendments shall be subject to the approval of the Municipal Designate, in his/her sole and absolute discretion, and upon approval such plans and drawings shall form part of *Schedule “B”* to this Agreement where so agreed in writing by the Parties.
- (c) The Owner shall provide to the Municipal Designate “as constructed” drawings to the specifications and satisfaction of the Municipal Designate, if required

Restoration of Highways

- (d) In the event that any highways of the Municipality or the upper-tier municipality, The Corporation of the County of Middlesex, are affected or damaged by any Works and Facilities installed or constructed, the Owner shall restore to their pre-construction condition at 100% its own cost to the satisfaction to the Municipality and or The Corporation of the County of Middlesex, as applicable.

Road Widening

- (e) To provide and transfer to the lower-tier municipality and upper-tier Municipality, as applicable, if applicable, at 100% its own expense, a road widening as described below:

A road widening to the satisfaction of the County which ensures that the Komoka Road road allowance is 15m wide from centerline, prior to issuance of Certificate of Consent.

The above road widening shall be set out in a draft reference plan obtained by the Owner, at its expense, to be shared with and approved by the County Engineer prior to its deposit with the Land Registry Office. Once the County Engineer approves the road widening specifics on the draft Plan, the Owner shall cause Plan to be deposited at the Land Registry Office and the road widening to be transferred to the lower-tier municipality and/or County, as applicable, by the Owner's legal counsel with the transfer clearly identify in the statements section of the transfers are 'for road widening purposes'.

Water Service

- (f) To extend, construct and connect water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) from the existing municipal watermain on or under Subject Lands to service the Severed Parcels and to relocate, if required, any existing water systems so that they are wholly contained on the Retained Parcel, as provided for and set out in *Schedule "B"* and to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(f). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(f):
- i. No work shall be performed on the existing municipal water distribution system located on, under and around Komoka Road and Simcoe Avenue without prior written approval of the Municipal Designate and the County Engineer, as applicable.
 - ii. All private watermains, services and appurtenances constructed on or under the Subject Lands shall be regarded as private works not to be assumed by the Municipality.
 - iii. The Municipality's Water By-law 2018-028, as amended or replaced ("**Water By-law**"), and the in force *Ontario Building Code Act, 1992*, S.O 1992, c. 23, as amended or replaced, including all in force regulations thereto (collectively, the "**Ontario Building Code**"), apply to the Owner's completion of the works described in sub-paragraph 8(f) and the Owner warrants to adhere to each of their respective provisions when installing said works.
 - iv. The water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) constructed on or under Komoka Road and Simcoe Avenue, once approved by the Municipal Designate, may be assumed by the Municipality at the discretion of the Municipality using written notification and shall become infrastructure of the Municipality following formal assumption by the Municipality.
 - v. The Works and Facilities referred to in sub-paragraph 8(f) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 8(f) and the Owner shall remain responsible for construction and maintenance of said works as confirmed in sections 3, 4, 6, 8(h) and 9 of this Agreement.
 - vi. No connection of any water service works and watermains may be made to existing municipal water distribution systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owner's retained engineer has provided to the Municipal Designate:

1. a certification report to the effect that all new water service works and watermains have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks Standards and are ready for operation;
 2. a certification report to the effect that all new water service works and watermains have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Designate;
 3. confirmation that the water service works and watermains are in compliance with the Ontario Building Code; and
 4. certification that all new water service works and watermains are ready for operation.
- vii. All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the Municipal Designate's attendance and witnessing of the above noted testing.

Sanitary Sewer Works

- (g) To construct the private sanitary sewers located on or under the Subject Lands, private sanitary sewer Works and Facilities required to service the Severed Parcels with municipal sanitary sewer services and, if required, to relocate existing sanitary systems so that they are wholly contained on the Retained Parcel as provided for and set out in *Schedule "B"* and to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(g). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(g):
- i. The Municipality's Discharge of Waste into the Public Sewage Works By-law 2017-060, as amended or replaced ("**Wastewater By-law**"), the Municipality's Infrastructure Design Standards, and the Ontario Building Code, apply to the Owner's installation of the aforementioned works and the Owner warrants to adhere to each of their respective provisions when installing said works.
 - ii. No work shall be performed on the existing municipal sanitary sewer system located on, under or around Komoka Road and Simcoe Avenue, if applicable, without prior written approval of the Municipal Designate and the County Engineer.
 - iii. All private sanitary sewer works constructed on or under the Subject Lands shall be regarded as private works not to be assumed by the Municipality.
 - iv. The Works and Facilities referred to in sub-paragraph 8(g) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 8(g) and the Owner shall remain responsible for construction and maintenance of said works as confirmed by sections 3, 4, 6, 8(h) and 9 of this Agreement.
 - v. No connection of any sanitary sewer works may be made to pre-existing municipal sanitary sewer systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owner's retained engineer, if required by the Municipality, has:

1. provided to the Municipal Designate a certification report to the effect that all new sanitary service works have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks standards and are ready for operation;
 2. provided to the Municipal Designate a sewer video inspection report and disk (DVD) for all sanitary sewers accompanied by a written report from the inspection company;
 3. confirmed that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specifications;
 4. all sanitary service works maintenance holes have been leak-tested to the satisfaction of the Municipal Designate in accordance with the Ontario Provincial Standards specifications;
 5. confirmed that all new sanitary sewer works have been flushed and cleaned and if deemed necessary by the Municipal Designate in his/her discretion, has undertaken further video inspection;
 6. confirmed that the new sanitary sewer works are in compliance with the Ontario Building Code; and
 7. certified that all new sanitary service works are ready for operation.
- vi. All sanitary sewer testing and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the attendance and witnessing of the Municipality's representative of the above noted testing

Stormwater Management and Drainage Works

- (h) To provide, construct and install drainage and stormwater management works or under the Subject Lands, for Severed Parcels and Retained Parcel as set out and provided for in *Schedule "B"* in accordance with the Servicing and Grading Plan prepared by the Owner's retained engineer and approved by the Municipal Designate and as required by and to the satisfaction of the Municipality. Upon approval of the Municipality's Drainage Superintendent, the Owner shall connect the aforementioned stormwater management and drainage system to the municipal storm sewer in accordance with the plans set out in *Schedule "B"*. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in sub-paragraph 8(h). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(h):
- i. The Owner shall submit a detailed Stormwater Management Plan (hereinafter referred to as the "**Stormwater Management Plan**") to be reviewed and approved by the Municipality. The Stormwater Management Plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality. The final Stormwater Management Plan shall incorporate necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction.
 - ii. The drainage and stormwater management works constructed on or under the Severed Parcels and Retained Parcel shall be regarded as private development to be constructed and maintained by the Owner and not municipal works to be assumed by the Municipality. The Municipality shall not, at any time, have liability or responsibility for the design, construction, installation, operation or maintenance of the drainage and stormwater management works on or under the Subject Lands.
 - iii. No flows shall be directed to the adjacent properties and neighbouring areas.
 - iv. Prior to the commencement of construction, the Owner shall make a request to the Municipal Designate for approval to connect to the municipal storm sewer. No connection shall be made to the municipal storm sewer until such approval has been granted.

- v. The Owner acknowledges that improvements to the municipal storm sewer may be required, at the sole and absolute discretion of the Municipality, prior to any connection to the municipal storm sewer and the Owner agrees to be responsible for the cost of same.
- vi. The *Drainage Act, RSO 1990, c. D. 17*, as amended or replaced, applies to the Owner's connection to the municipal drain and the Owner shall adhere to all provisions therein when performing any work on a municipal drain.
- vii. The Owner shall at 100% its own risk and expense videotape the municipal storm sewer within the limits of the site, and shall extend the videotape to Komoka Road and Simcoe Avenue, as required, at the time of pre-construction. Upon review of the videotape, the Owner shall at its own expense take corrective action as recommended by the County Engineer and/or Municipal Designate.
- viii. Without limiting any other section of this Agreement, all of the Works and Facilities referred to in sub-paragraph 8(h), shall be completed to the satisfaction of the Owner's retained engineer, the Municipal Designate, the County Engineer and the Municipality's Drainage Superintendent, provided however, that approval by the Municipal Designate, the County Engineer and the Municipality's Drainage Superintendent does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate and the County Engineer confirming his or her engineering approval of the as constructed works. The Municipal Designate, the County Engineer and Municipality's Drainage Superintendent may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in sub-paragraph 8(h) and the Owner remains responsible for construction and maintenance of said works as confirmed by sections 3, 4, 6, 8(h) and 9 of this Agreement.

Lot Grading Plan

- (i) To confine all stormwater to the Subject Lands and to provide a Lot Grading Plan for the Severed Parcels and Retained Parcel showing proposed Building envelope and grading information out in *Schedule "B"* and as required by and to the satisfaction of the Municipality. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site, which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipality and the County of Middlesex in the event an upper-tier road allowance be impacted, at no cost to the Municipality, the County, or neighbouring property owners. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(i). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(i):
 - i. Within six (6) months of the issuance of the Certificate of Occupancy by the Municipality for any dwelling constructed on the Severed Parcels and Retained Parcel, the Owner shall provide a final lot grading certificate from an Ontario Land Surveyor or a civil engineer certifying that the final grading of the lot and all appurtenant drainage works and facilities have been constructed and/or completed in accordance with *Schedule "B"*.
 - ii. The Owner shall thereafter maintain, or cause to be maintained, the elevation and grade of the Lots in general conformity with *Schedule "B"* and to the satisfaction of the Municipality.

Road Entrance and Shared Driveway Easement

- (j) To, upon obtaining a building permit from the Municipality for residences on the Severed Parcels, construct a road entrances to the Severed Parcels to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(j). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(j):

- i. The Owner shall apply to the Municipality for a road entrance permit and comply with all requirements thereof prior to the commencement of construction of the above-noted entrances.
- ii. The Owner shall maintain that portion of the road allowance from which access to the Severed Parcels is available between the lot line and the traveled portion of the street.
- iii. The Owner shall be required to dedicate a 0.3 metre reserve across the whole property frontage abutting Komoka Road to the County, save and except for the shared driveway easement, to the satisfaction of the Municipal Designate and/or the County Engineer.
- iv. The Owner shall be required to dedicate a 0.3 metre reserve across the whole property frontage abutting Simcoe Avenue to the Municipality, save and except for the shared driveway easement, to the satisfaction of the Municipal Designate and/or the County Engineer.
- v. A 3-metre wide shared access easement on Part 4 and Part 2 on Plan 33R-21129 shall be established and registered on title of appropriate properties as easement by the Owner. Both Severed Parcel 1 and Retained Parcel shall have access to the shared driveway.
- vi. The Owner shall be required to pay fifty percent (50%) of future road upgrades in the amount of \$5,807.53.

Utilities

- (k) To, upon obtaining a building permit from the Municipality for a residence on the Severed Parcels, arrange to have all necessary electrical, telephone, natural gas, and other utilities, public or private authorities having jurisdiction, design and install in locations approved by the Municipality and at no expense to the Municipality, all necessary electrical, telephone, natural gas, and other utilities all of which are to be installed underground. The Owner acknowledges and agrees that its obligations pursuant to this Agreement to construct, install and maintain the Works and Facilities includes the replacement or repair of any Works and Facilities that are damaged or altered in connection with the installations pursuant to this sub-paragraph 8(k). In addition, the Owner acknowledges and agrees to enter into any additional or other agreements necessary in order to give effect to this sub-paragraph.

Access

- (l) The Owner shall restrict the means of vehicular access to the Subject lands and Severed Parcels in accordance with *Schedule "B"* and as required by the Municipality. Prior to any work being undertaken within a road allowance, the Owner will obtain a work permit from the road authority having jurisdiction. The undertaking of such work shall be to the satisfaction of the road authority having jurisdiction.

Fire Routes

- (m) To install at 100% its cost, all signage depicting any fire routes required by the Municipality.

Subject Landscaping and Boulevard Maintenance

- (n) To provide landscaping on all areas of the Subject Lands not covered by the building, parking areas and driveways as provided for and set out in *Schedule "B"* and in accordance with applicable municipal by-laws to the satisfaction of the Municipality. The Owner shall maintain that portion of road allowances between the lot line and the travelled portion of roads.

Exterior Lighting

- (o) To install necessary exterior lighting on the Subject Lands and surrounding areas as required by the Municipality at 100% the Owner's cost. The Owner warrants that all exterior lighting shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and properties.

Open Storage

- (p) Not to engage in any open storage. The Owner hereby acknowledges open storage is not permitted.

Property Maintenance and Garbage

- (q) To maintain or cause to be maintained the Subject Lands at all times in as neat and tidy a condition as is reasonably consistent with the development of the Subject Lands pursuant to the Building Permit, including weed removal and grass cutting prior to and during the development, and after completion of the development.

Additional Approvals and Site Plan Control and Development Agreement

- (r) To obtain additional approvals from other government agencies or ministries as may be required prior to the issuance of building permit(s). The Owner warrants that in advance of constructing any future buildings, it shall submit an application to the Municipality for Site Plan Control approval and agrees to enter into Site Plan Control Agreement(s) to reflect any new development particulars or uses of the Subject Lands.

Signs

- (s) In the event the Owner shall install any signs on the Subject Lands, including their locations and graphics, must receive prior approval by the Chief Building Official, in order to ensure compatibility with surrounding properties and to prevent sight line obstructions. The owner acknowledges that portable signs are not permitted.

Maintenance of Works and Facilities

- 9. The Owner covenants to maintain, at its sole risk and expense, all of the Works and Facilities as provided for and set out in *Schedule "B"*. Such obligation does not apply to any works which have been formally assumed by the Municipality pursuant to Assumption By-law. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Municipality or in the event of any failure, malfunction or unauthorized alteration to the Works and Facilities, the Owner will be in default of this Agreement and the Municipality may remedy the default as set out in sections 39-40 of this Agreement.

Mud and Debris Clean-up; Dust Suppression

- 10. The Owner is responsible for all mud and debris tracked onto roadways from vehicles entering or leaving the construction site and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Municipality or County immediately proceed with clean-up operations at the Owner's expense. To eliminate dust, the Owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Municipality.

Cash in Lieu of Parkland Dedication

- 11. The Owner shall pay Two thousand twenty two hundred dollars (\$2,200.00) cash-in-lieu of parkland dedication to the Municipality.

Zoning

- 12. The Owner shall be required to apply for appropriate rezoning of both the Severed Parcels and Retained Parcel to the Municipality, and a Zoning by-law amendment be in full force and effect prior to the issuance of a Certificate of Consent.

Property Taxes

- 13. The Owner shall pay any outstanding property taxes for the Severed Parcels and Retained Parcel in full.

Notice on Title to Subject Lands, Severed Parcels and Retained Parcel

- 14. The following condition or warning shall be applicable to and registered as Notice, without an expiry date, on the parcel register of Subject Lands, Severed Parcels and Retained Parcel:

Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Canadian National Railway will not be responsible for any complaints or claims arising from use of such facilities and /or operations on, over and under the aforesaid rights-of-way.

Consent B-18/2021 shall be subject to following conditions

15. The Certificate of Consent under Section 53(42) shall be given within one (1) year prior to Lapse Date and shall be accompanied by a written submission that details how each of the conditions of severance has been fulfilled.
16. The Owner shall pay the fee for the Certificate of Consent in accordance with Municipality's Fees and Charges By-Law, as amended or replaced.
17. The Owner shall have a Draft Reference Plan prepared by an Ontario Land Surveyor for the purposes of facilitating the transaction of Consent B-18/2021 and that this Plan be approved by the Municipality prior to being deposited with the Land Registry office.
18. The Owner's solicitor shall provide a Transfer-in-Preparation to the Municipality, together with a deposited Reference Plan and s Schedule describing the land to be transferred, for the purposes of the issuance of a Certificate of Consent.
19. The Owner's solicitor submit an undertaking in a form satisfactory to the Municipality to register an electronic transfer of title consistent with the Consent Decision.
20. The Owner shall pay any outstanding taxes for the subject lands of Consent B-18/2021 in full.

Retained Engineer Certificate

21. All Works and Facilities installed in accordance with *Schedule "B" and this Agreement* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Designate and the Municipal Chief Building Official, provided however, approval by the Municipal Designate and Municipal Chief Building Official does not relieve the Owner and/or Owner's retained engineer from full responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped (hereinafter referred to as the "**Engineer Certificate**"), to the Municipal Designate and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Designate and Municipal Chief Building Official may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the Works and Facilities. The Owner's retained engineer shall be responsible for the engineering of the Works and Facilities and the Owner remains responsible for construction and maintenance.

Security

22. The Owner agrees and covenants to provide to the Municipality, prior to the execution of this Agreement by the Municipality, an unconditional and irrevocable letter of credit (hereinafter "the **Letter of Credit**") in favour of the Municipality from a financial institution approved by the Municipality in the amount of Forty Four Thousand and Twenty One dollars (**\$44,021.00**). The Owner shall ensure that the aforementioned Letter of Credit is kept in full force and effect and shall pay all premiums for the said Letter of Credit as they become due. The Letter of Credit may be drawn upon by the Municipality at its discretion to repair or address any deficiency or breach of the Owner related to this Agreement and will only be released in accordance with the following:
 - (a) Upon completion, to the satisfaction of the Municipality, of the Works and Facilities, save and except those works described in sub-paragraph 8(h), the Municipality shall release 83.76% (**\$36,873.00**) of the Letter of Credit.
 - (b) The Municipality shall release the remaining 16.24% (**\$7,147.00**) of the Letter of Credit upon completion of Works and Facilities described in sub-paragraph 8(h) with respect to Storm Water and Drainage Works.

Time for Completion

23. The Owner shall comply with the requirements of this Agreement within one (1) year from the date of issuance of a building permit that relates to the requirement. The Owner shall provide proof of completion of the Works and Facilities to the satisfaction of the Municipal Designate. Without limiting the foregoing, the proof required shall include but is not limited to a survey, engineering certification, architectural (including subject landscape architectural) certification and/or any other type of certification.
24. Upon failure of the Owner to complete the requirements of this Agreement within the said one (1) year period, such will constitute a default of this Agreement and the Municipality may proceed to remedy the default as set out in sections 39-40 of this Agreement.

Registration and Priority of Agreement

25. The Parties acknowledge and direct that this Agreement be electronically registered on title of the Subject Lands at the appropriate Land Titles Office by legal counsel for the Owner at one hundred percent (100%) the expense of the Owner to the intent and purpose that this Agreement and all of the Owner's covenants herein shall run with the Subject Lands. The Owner shall provide the Municipality with proof of registration.
26. The Owner hereby agrees that if at the time of registration of this Agreement there are any encumbrances on the title to the Subject Lands held by any party other than the Municipality, then the Owner shall arrange for the discharge of such encumbrances from title. In the alternative, the Owner shall, prior to the registration of this Agreement, obtain a postponement and consent in favour of the Municipality for each encumbrance to this Agreement's priority on title of the Subject Lands.

Responsibility and Indemnity

27. The Owner expressly acknowledges and agrees that the development of the Subject Lands, including the installation and construction of the Works and Facilities, is entirely and solely at the Owner's own risk and expense without liability or responsibility of the Municipality.
28. Without limiting the foregoing, the Owner releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including without limitation, legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario) and for any and all liability for:
 - (a) damages to any property, including property other than the Subject Lands;
 - (b) any direct, indirect, special or consequential damages; and
 - (c) any injury to any person (including death) however caused;

which in any manner arise out of or are in any manner related to this Agreement, the development of the Subject Lands and/or the installation and construction of the Works and Facilities pursuant to *Schedule "B"* and this Agreement.

Insurance

Owner Insurance

29. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with policies of insurance from the Owner supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Five Million Dollars (**\$5,000,000.00**) per occurrence or such greater amount as may be specified by the Municipality from time to time, and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, and contractual liability arising from this Agreement, which arise out of the installation/construction and maintenance of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The Owner shall upon the request of the Municipality, and in any event, prior to the commencement of any work,

provide a copy of the certificate of insurance and other documentation confirming that the premiums for the above mentioned insurance policies of the Owner shall continue until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

Contractor/Agent Insurance

30. Forthwith, upon execution of this Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to this Agreement to provide the Municipality with insurance policies supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Five Million Dollars (**\$5,000,000.00**) for each of the contractor(s) and/or agent(s) and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, contractual liability (from this Agreement), employer's liability, employee benefits liability and non-owned auto liability which arise out of the installation and construction of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The contractor(s) and/or agent(s) shall upon the request of the Municipality and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the abovementioned insurance policies have been paid and that such policies are in full force and effect. Such insurance policies of contractors and/or agents of the Owner retained for construction of the works described herein, shall continue until all of the aforementioned works are constructed to the satisfaction of the Municipality.

Retained Engineer Insurance

31. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least Two million dollars (**\$2,000,000.00**) and that it will require its retained engineer to provide a copy of the certificate of insurance and other documentation to the Municipality confirming that the premiums for the abovementioned insurance has been paid and that such policy is in full force and effect with respect to coverage for the engineering work related to this Agreement.

WSIB Clearance

32. Upon execution of this Agreement, the Owner shall arrange for a Certificate of Clearance from the Workplace Safety and Insurance Board ("**WSIB**") for any contractor and/or agent stating that all assessments or compensations payable have been paid and all the requirements of the WSIB have been complied with. From time to time and when requested, the Owner will be required to provide a certificate of clearance from the WSIB to the Corporation from any contractor and/or agent. Such Certificate of Clearance shall indicate that the contractor and/or agent and any subcontractors have complied with the requirements of the WSIB and are in good standing in the books of the WSIB.

Work Standards and Compliance with Laws

33. The Owner shall ensure that all work completed on property owned by the Municipality is carried out in a manner that is in conformity with the *Occupational Health and Safety Act*, R.S.O. 1990, Ch. O.1, as amended or replaced, and other legislation or requirements. The Municipal Designate shall provide an "Authorization to Proceed with Construction" and give the Owner a copy that must be on site at all times and available upon request. The Owner shall require that the any contractor and/or agent must complete the form "Registration of Constructors and Employers Engaged in Construction" and it must be on site and available upon request.
34. The Owner shall ensure that the contractor(s)' and/or agent(s)' employees and subcontractors perform all of the work and services described in this Agreement with the degree of care, skill and diligence of a professional contractor, as defined by normal industry practice. The Owner shall further ensure, that at all times the contractor(s) and/or agent(s) as well as their subcontractors and employees are in compliance with all Federal, Provincial and Municipal laws, statutes, regulations, by-laws and codes of conduct. All certificates of training must be available upon request of the Municipality.

Legal Costs

35. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Municipality, two-thousand and five hundred dollars (\$2,500.00) for reimbursement of a portion of the Municipality's actual legal fees and disbursements incurred by the Municipality in the drafting and reviewing of this Agreement. Further, the

Owner agrees that it does not dispute the reasonableness of the aforementioned payment and is estopped from doing so. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality

Engineering, Planning, Administration, or Surveying Costs

36. In addition to and without limiting section 35 above, the Owner shall reimburse the Municipality, on demand, for its in-house engineering, planning, and administrative consultation, supervision, work and services provided and any external engineering, planning, or surveying costs incurred by the Municipality in connection with this Agreement, including without limitation, the negotiations leading to and the preparation of this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

Realization of Security Costs

37. In addition to and without limiting sections 35 and 36 above, the Owner shall reimburse the Municipality, on demand, for its costs incurred realizing upon any security given under this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

Interest and Lien

38. In the event that there are monies due from the Owner to the Municipality which have not been paid within fifteen (15) days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of fifteen percent (15%) per annum (in accordance with section 446 of the *Municipal Act*) calculated from the date of demand. The amount due together with interest thereon shall constitute a debt to the Municipality and priority lien owing to the Municipality.

Default and Remedies

39. In the event the Owner fails to provide for or deliver on any covenants or obligations set out in this Agreement, the Owner shall be deemed to be in default of this Agreement. Where the Owner is in default of this Agreement, the provisions of the *Municipal Act* apply.
40. To remedy any default, and without limiting any remedy otherwise available at law, the Municipality at its discretion may: claim on any bond provided as Security; enter upon the Subject Lands without notice to the Owner and cause itself and/or its agents to perform any actions or complete any repairs to remedy the default; draw upon any letter of credit provided as Security to pay for any expenses incurred by the Municipality in addressing the default; add any expense incurred by itself or its authorized agents to address the default to the tax roll of the Subject Lands and collect for such expenses in like manner as municipal taxes; withdraw or revoke any other building permit granted to any other person in respect of the Subject Lands and refuse to issue further building permits in respect of the Subject Lands until the default has been rectified; and/or seek redress by legal action

Entire Agreement

41. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the development of the Subject Lands and Severed Parcel, including any and all other development agreements which may have been registered against title to the Subject Lands. This Agreement, inclusive of its schedules, supersedes and replaces in their entirety any and all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties concerning the development of the Subject Lands and the parties hereby acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement and its schedules. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed either in tort or contract with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended in accordance with sections 42-43 of this Agreement, the terms of this Agreement shall remain in full force and effect

Amendment and Waiver

42. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Future Agreements

43. The Owner agrees to enter into such further agreements as may be deemed necessary by the Municipality, in its discretion. The Owner warrants that in advance of constructing any future buildings, it shall submit an application for Site Plan Control approval to the Municipality and agrees to amend this Agreement to reflect any new development or uses on the Subject Lands.

Enurement

44. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Subject Lands and shall be binding upon the Owner and upon the Owner's heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors, assigns, and all occupiers of the Subject Lands. This Agreement shall enure to the benefit of and be binding upon the appropriate authority and its successors and assigns. In the event at any point in time, there is more than one Owner of the Subject Lands, all covenants and responsibilities of the Owner under this Agreement shall be joint and several amongst the Owners.
45. The Owner shall include in any Agreement of Purchase and Sale for the whole of the Subject Lands or the Severed Parcels, a requirement that the purchaser sign an Acknowledgement, to the satisfaction of the Municipality, acknowledging that the obligations of the Owner under this Agreement run with the Subject Lands and that the buyer, in signing the Agreement of Purchase and Sale, agrees to be bound by the continuing obligations of the Owner under this Agreement with respect to the Subject Lands or the Severed Parcels so purchased.

Notice

46. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.
47. Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To Burcon Homes Inc. at:

10893 Old River Road
Komoka, Ontario, N0L 1R0
Attention: Lisa Buren, President
E-mail: liisa@burcon.com

To the Municipality at:

Municipality of Middlesex Centre
Municipal Offices
10227 Ilderton Road
RR#2 Ilderton, ON N0M 2A0
Attention: James Hutson, Clerk
E-mail: hutson@middlesexcentre.on.ca

or to any other address as any party may at any time advise the other of, in writing

Severability

48. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable, unenforceable or deemed *ultra vires* in any jurisdiction by any court of competent jurisdiction, then the provision, in whole or in part, shall conclusively be severable and the extent of illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
 - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

The remainder of this Agreement *mutatis mutandis*, shall be and remain in full force and effect

Voluntary Agreement

49. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

Estoppel

50. The Owner shall not call into question, directly and indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall establish estoppel against the Owner in such proceeding where the Owner argues otherwise.

Time

51. Time shall be of the essence hereof in all respects and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it herein shall not be affected in any way by any previous waiver, forbearance or course of dealing.

Electronic Endorsement and Counterparts

52. This Agreement may be executed and intended by the parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery of a copy of this Agreement as set out above shall be deemed to effectively bind the parties. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument

Governing Law

53. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

BURCON HOMES INC.

Address for Service:
10893 Old River Road
Komoka, ON N0L 1R0

Per: _____
Name: Lisa Buren
Title: President

I have authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE

Address for Service:
Municipality of Middlesex Centre
Municipal Offices
10227 Ilderton Road, RR#2
Ilderton, ON N0M 2A0

Per: _____
Aina DeViet, Mayor

Per: _____
James Hutson, Clerk

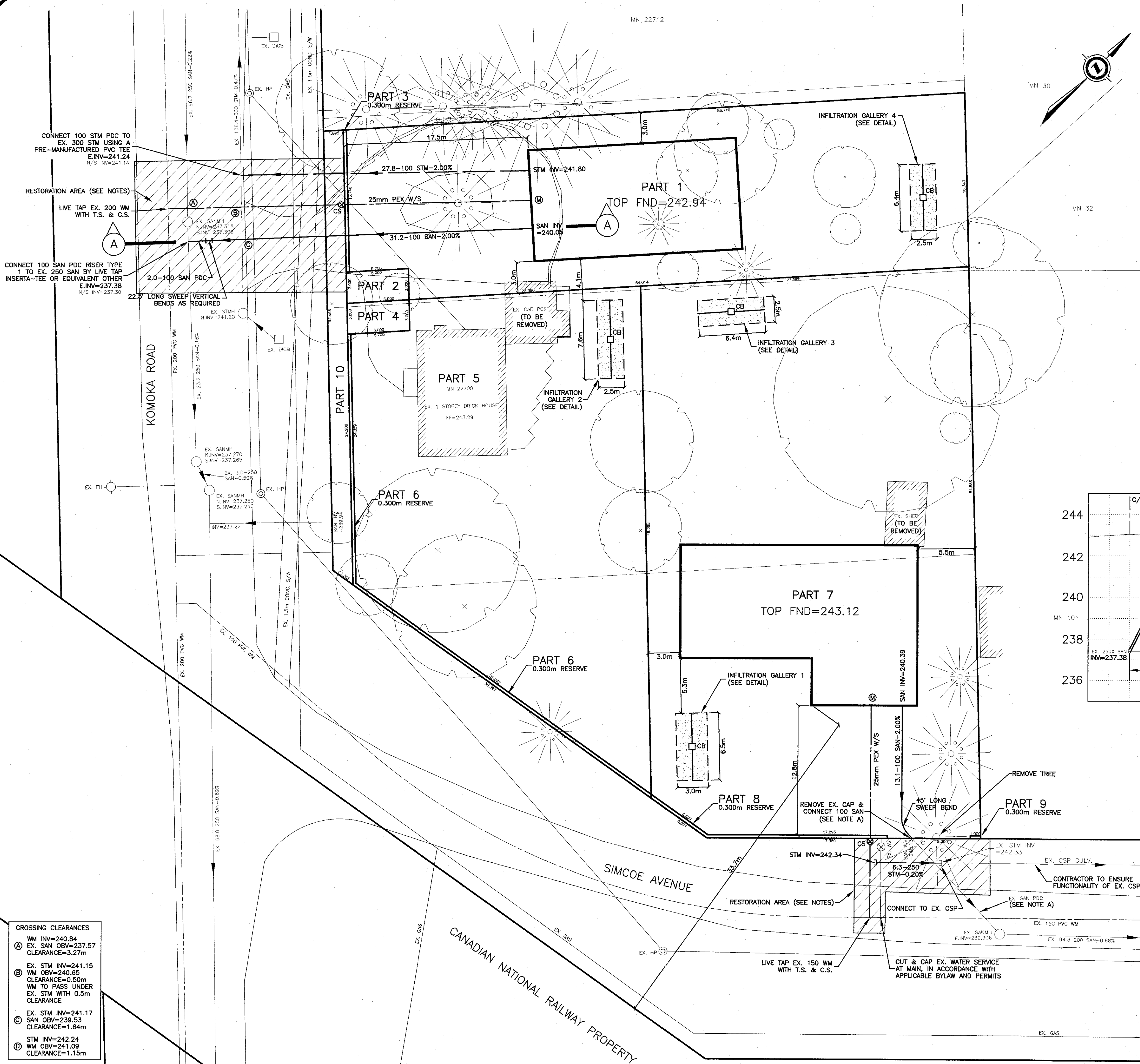
We have authority to bind the Corporation.

SCHEDULE “A”

Part Lots 3, 4 & 5, Block R, Plan 109, as in 100215, Except Part 1, 33R1036; Middlesex Centre Township; Being all of PIN 09664-0070 (LT), and municipally known as 22700 Komoka Road, Middlesex Centre, Ontario.

SCHEDULE “B”

Project/File Numer	Drawing Name & Number	Prepared By	Date
49093-200	Servicing Plan – Drawing No. 1	D. Sredqjevic, MTE Engineers, Scientists, Surveyors	October 4, 2021
49093-200	Grading & Sediment Control Plan – Drawing No. 2	D. Sredqjevic, MTE Engineers, Scientists, Surveyors	October 4, 2021
49093-200	Traffic Management Plan – Drawing No. 3	D. Sredqjevic, MTE Engineers, Scientists, Surveyors	October 4, 2021



CROSSING CLEARANCES	
WM INV=240.84	EX. SAN OBV=237.57
④	CLEARANCE=3.27m
EX. STM INV=241.15	WM OBV=240.65
⑤	CLEARANCE=0.50m
WM TO PASS UNDER	EX. STM WITH 0.5m
⑥	CLEARANCE
EX. STM INV=241.17	WM OBV=239.53
⑦	CLEARANCE=1.64m
STM INV=242.24	WM OBV=241.09
⑧	CLEARANCE=1.15m

NOTE A:
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXPOSE THE EXISTING SANITARY PDC AT THE PROPERTY LINE.
A VIDEO INSPECTION SHALL BE COMPLETED FOR THE FULL LENGTH OF THE PDC AND THE VIDEO SHALL BE SUPPLIED TO MTE. MTE SHALL BE PRESENT FOR THIS VIDEO WORK.
MTE SHALL THEN CONFIRM IF THE EXISTING SANITARY PDC IS ADEQUATE FOR RE-USE.

IN THE EVENT THE EXISTING SANITARY PDCs ARE IN POOR CONDITION AND/OR DO NOT EXIST, A NEW 100mm SANITARY PVC SDR-28 PDC(s) WILL BE INSTALLED AT MINIMUM OF 2% SLOPE AS PER MUNICIPALITY OF MIDDLESEX CENTRE STANDARDS.

RESTORATION NOTE: RESTORATION AREA
SAWCUT EXIST. ASPHALT.
USE TRENCH BOX TO LIMIT EXCAVATION.
RESTORE ASPHALT WITH ORIGINAL WITH MIN:
40mm HL3
100mm HLB (IN TWO 50mm LIFTS)
150 GRAN A (100% COMPACTION)
450 GRAN B (100% COMPACTION)
SAWCUT & MILL EDGE OF EXCAVATION 500mm(W) x 50mm(D)
RESTORE SIDEWALK TO ORIGINAL (SR 1.0)
RESTORE BOULEVARDS WITH 150mm TOPSOIL & SOD

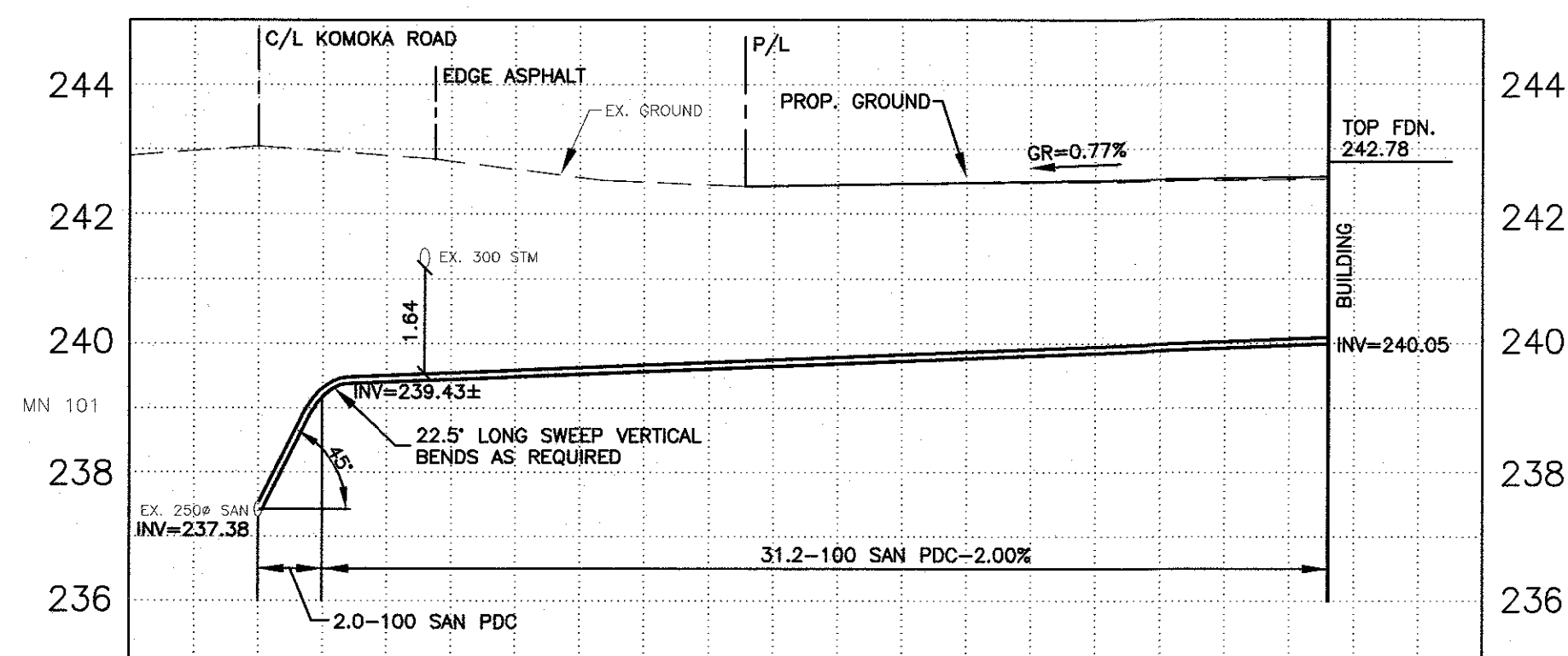
ALL EXISTING UTILITIES TO BE PROTECTED DURING CONSTRUCTION

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL TO THE SATISFACTION OF THE TOWN ENGINEER AT NO COST TO THE MUNICIPALITY.

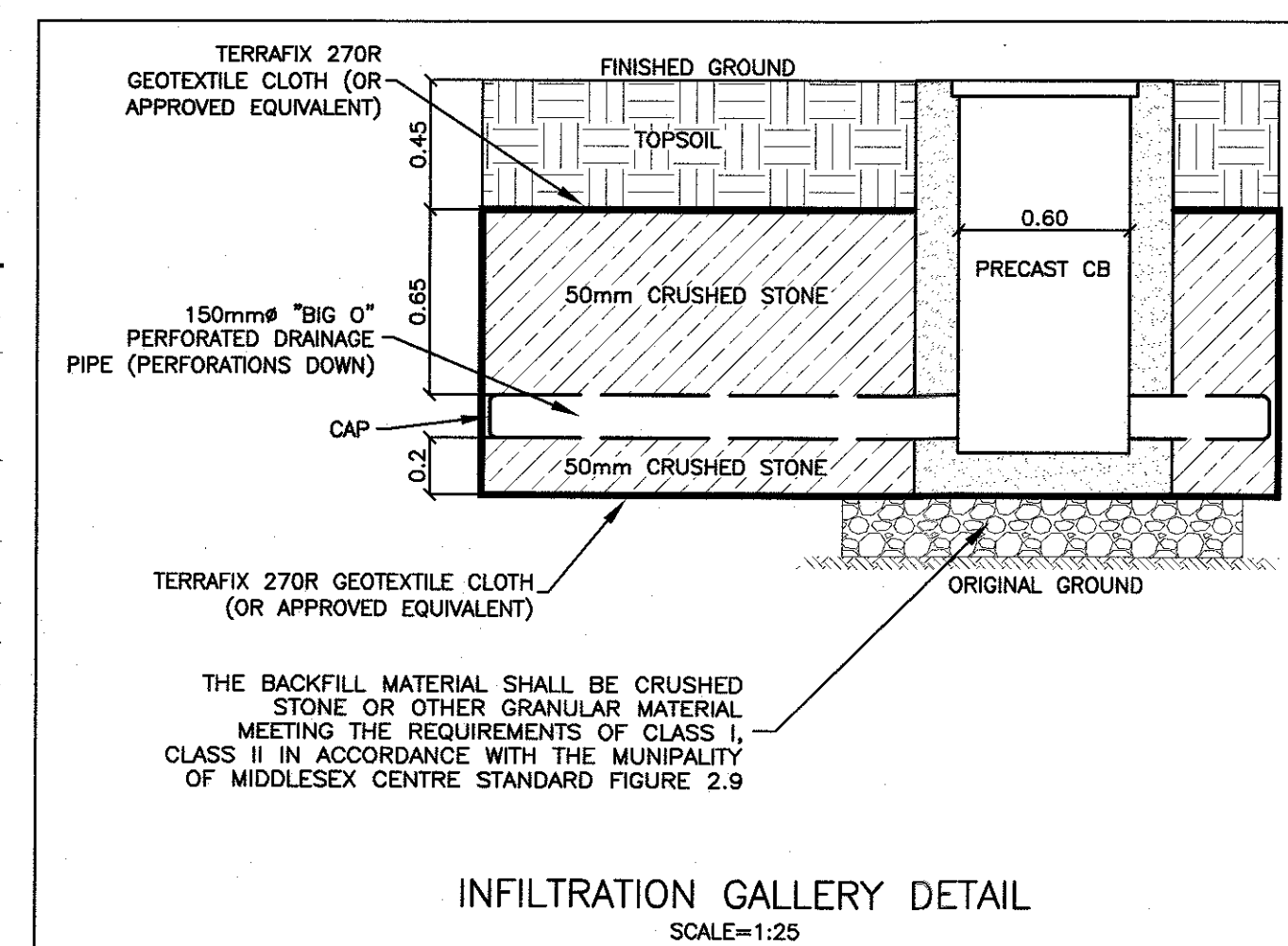
NOTES:
ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL FIELD LOCATE ANY EXISTING SANITARY, WATER, GAS, BELL, ROGERS AND HYDRO CONNECTIONS. THE LOCATIONS OF THESE EXISTING UTILITIES SHALL BE REVIEWED BY THE ENGINEER PRIOR TO CONSTRUCTION.

GENERAL CONSTRUCTION NOTES

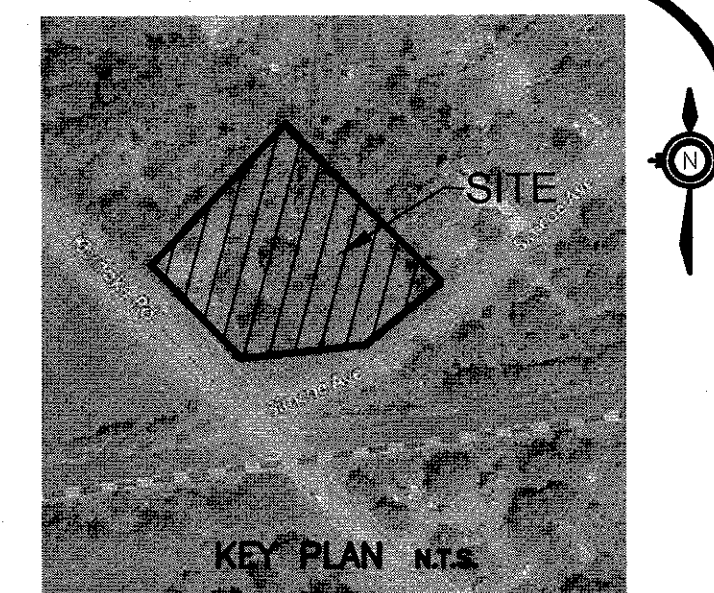
1. THE POSITION OF ALL EXISTING UTILITIES ARE APPROXIMATE ONLY AND NOT GUARANTEED. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL VERIFY THE POSITION OF ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.
2. ALL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LATEST EDITION OF THE OPSS AND OPSD STANDARDS, THE ONTARIO BUILDING CODE, AND THE MUNICIPALITY OF MIDDLESEX CENTRE, INCLUDING ALL ASSOCIATED AMENDMENTS. THE CONTRACT ADMINISTRATOR WILL CONDUCT PERIODIC INSPECTIONS TO ENSURE THAT THE PROPER STANDARDS ARE BEING MET.
3. 25mm ϕ WATER SERVICES TO BE MUNICIPEX WITH 12 GAUGE TRACER WIRE
WATERMAIN TO BE INSTALLED WITH MIN. 1.8m COVER.
PLASTIC FITTINGS TO BE CERTIFIED TO CSA B137.2.
WATER SERVICE BEDDING AS PER MUNICIPALITY OF MIDDLESEX CENTRE STANDARDS
4. ALL SEWER/WATERMAIN BEDDING/INITIAL BACKFILL AS PER MUNICIPALITY OF MIDDLESEX CENTRE STANDARDS. ALL SEWER/WATERMAIN BEDDING/INITIAL BACKFILL SHALL BE COARSE SAND COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMD). TRENCH BACKFILL ON SITE TO BE SELECT NATIVE MATERIAL, COMPACTED TO 98% SPMD. ALL TRENCHING AS PER OCCUPATION HEALTH & SAFETY ACT.
5. ALL STM & SAN SEWER TO BE PVC SDR 28. SEWERS TO HAVE RUBBER GASKET JOINTS
CONTRACTOR TO USE LASER TO INSTALL SEWERS.
6. PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR MUST VERIFY BENCHMARKS, ELEVATIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
7. PRIOR TO COMMENCING ANY WORK ON THE INSTALLATION OF SERVICES, AN APPROVED SET ENGINEERING DRAWINGS MUST BE AVAILABLE ON THE JOB AND SHALL REMAIN THERE UNTIL ALL OF THE WORK IS COMPLETED.
8. SUBGRADE MATERIALS ARE TO BE INSPECTED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO THE INSTALLATION OF ANY SERVICES OR PAVEMENT.
9. ALL SERVICE TRENCHES, UNLESS OTHERWISE SPECIFIED, SHALL BE BACKFILLED WITH SUITABLE (IN THE OPINION OF THE GEOTECHNICAL ENGINEER) ON SITE MATERIAL AND COMPACTED TO AT LEAST 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
10. AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ON ANY EXISTING ROAD ALLOWANCE MAINTAINED BY THE MUNICIPALITY OF MIDDLESEX CENTRE, THE CONTRACTOR IS TO OBTAIN THE APPROPRIATE WORK APPROVAL PERMIT FROM THE MUNICIPALITY OF MIDDLESEX CENTRE.
11. ALL EXISTING UNDERGROUND PLANT (TELEPHONE DUCT, GAS MAINS, SEWER, WATERMAINS) THAT WILL BE CROSSED UNDER DURING THE INSTALLATION OF SERVICES FOR THIS DEVELOPMENT SHALL BE SUPPORTED BY A SUPPORT BEAM OR BY OTHER METHODS AS MAY BE REQUIRED BY THE OWNERS OF THE PLANT BEING CROSSED UNDER.
12. BACKFILL FOR SERVICE TRENCHES MUST BE CLEAN AND COMPACTABLE AND FREE FROM ORGANICS AND OTHER UNSUBSTRABLE CONTAMINANTS. PRIOR TO PLACING THE GRANULAR BASE MATERIAL, ALL TOPSOIL, SOFT AND OTHERWISE COMPRESSIBLE MATERIAL MUST BE REMOVED. THE SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVY ROLLER AND ALL THE BACKFILL MATERIAL SHOULD NOT BE PLACED IN LIFTS EXCEEDING 300mm.
13. EXISTING SIDEWALK TO BE RESTORED AS PER MIDDLESEX CENTRE STANDARDS.
14. MIN. 300mm TOPSOIL AND SOD ON ALL PROPOSED GRASSED AREAS.
15. CONTRACTOR SHALL VIDEO EXISTING MAINLINE STORM & SANITARY SEWERS BOTH PRIOR TO AND AFTER THE INSTALLATION OF THE NEW CORE-IN CONNECTORS. CONTRACTOR SHALL PROVIDE COPIES OF VIDEOS TO ENGINEER.



CROSS SECTION A-A
HORZ - 1:200
VERT - 1:100



INFILTRATION GALLERY DETAIL
SCALE=1:25



GEODETIC BM ELEV. =243.057m
KOMOKA C.N.R., OVERPASS AT INTERSECTION OF MAIN STREET, TABLET IN NORTHEAST CORNER OF NORTHWEST CONCRETE ABUTMENT, IN LINE WITH STEEL ORDER, 7.6m NORTHEAST OF CENTRE LINE OF MAIN STREET, 1.7m NORTHWEST OF MOST NORTHERLY RAIL, 6m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK ELEV. =244.174m
TOP OF FIRE HYDRANT SPINDLE LOCATED ON THE WEST SIDE OF KOMOKA ROAD, 30m NORTH OF CNR TRACKS.

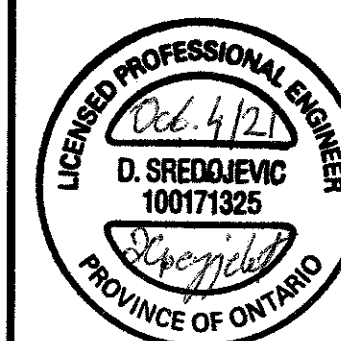
LEGEND	
	PROPOSED DRAINAGE
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATER SERVICE & CURB STOP
	EXISTING SIDEWALK
	PROPOSED WATER METER
	INFILTRATION GALLERY AREA

#	REVISIONS	DATE
1	FOR 1ST SUBMISSION REVIEW	AH SEP/2021
2	FOR 2ND SUBMISSION REVIEW	AH SEP/2021



Engineers, Scientists, Surveyors

www.mte85.com

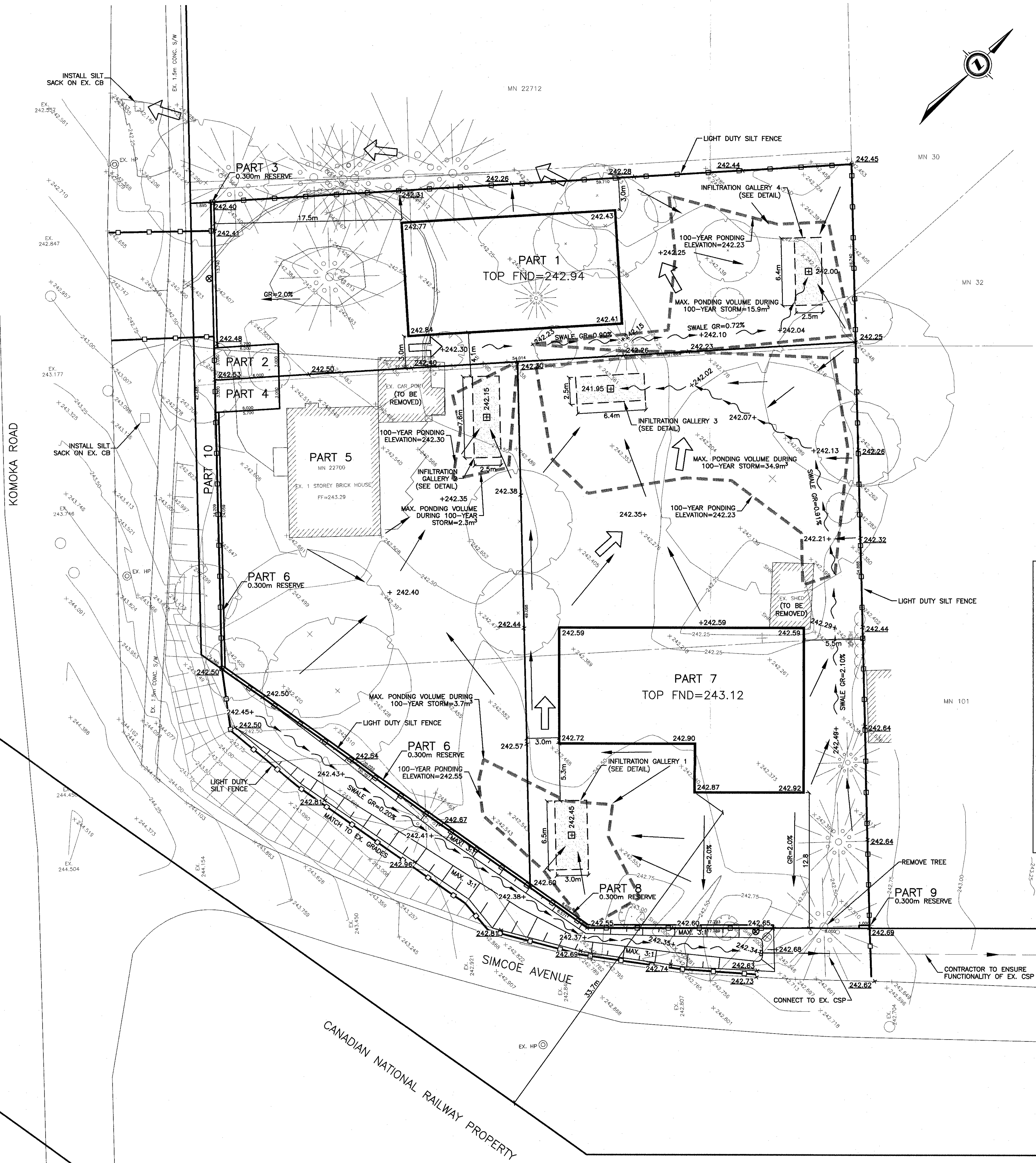


BURCON CONSTRUCTION

MIDDLESEX PROJECT
22700 KOMOKA ROAD
MIDDLESEX DRAWING

SERVICING PLAN

Project Manager	RC	Project No.	49093-200
Design By	RC	Checked By	RC
Drawn By	AH	Checked By	RC
Surveyed By	MTE	Drawing No.	1
Date	Aug.24/21		
Scale	1:200	Sheet 1 of 3	



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10. AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ON ANY EXISTING ROAD ALLOWANCE MAINTAINED BY THE MUNICIPALITY OF MIDDLESEX CENTRE, THE CONTRACTOR IS TO OBTAIN THE APPROPRIATE WORK APPROVAL PERMIT FROM THE MUNICIPALITY OF MIDDLESEX CENTRE.
11. ALL EXISTING UNDERGROUND PLANT (TELEPHONE DUCT, GAS MAINS, SEWER, WATERMAINS) THAT WILL BE CROSSED UNDER DURING THE INSTALLATION OF SERVICES FOR THIS DEVELOPMENT SHALL BE SUPPORTED BY A SUPPORT BEAM OR BY OTHER METHODS AS MAY BE REQUIRED BY THE OWNERS OF THE PLANT BEING CROSSED UNDER.
12. BACKFILL FOR SERVICE TRENCHES MUST BE CLEAN AND COMPACTABLE AND FREE FROM ORGANICS AND OTHER UNDESIRABLE CONTAMINANTS. PRIOR TO PLACING THE GRANULAR BASE MATERIAL, ALL TOPSOIL, SORT AND OTHERWISE COMPRESSIBLE MATERIAL MUST BE REMOVED. THE SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVY ROLLER AND ALL THE BACKFILL MATERIAL SHOULD NOT BE PLACED IN LIFTS EXCEEDING 300mm.
13. EXISTING SIDEWALK TO BE RESTORED AS PER MIDDLESEX CENTRE STANDARDS.
14. MIN. 300mm TOPSOIL AND SOD ON ALL PROPOSED GRASSED AREAS.
15. CONTRACTOR SHALL VIDEO EXISTING MAINLINE STORM & SANITARY SEWERS BOTH PRIOR TO AND AFTER THE INSTALLATION OF THE NEW CORE-IN CONNECTORS. CONTRACTOR SHALL PROVIDE COPIES OF VIDEOS TO ENGINEER.

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL TO THE SATISFACTION OF THE TOWN ENGINEER AT NO COST TO THE MUNICIPALITY.

SEDIMENT CONTROL NOTES

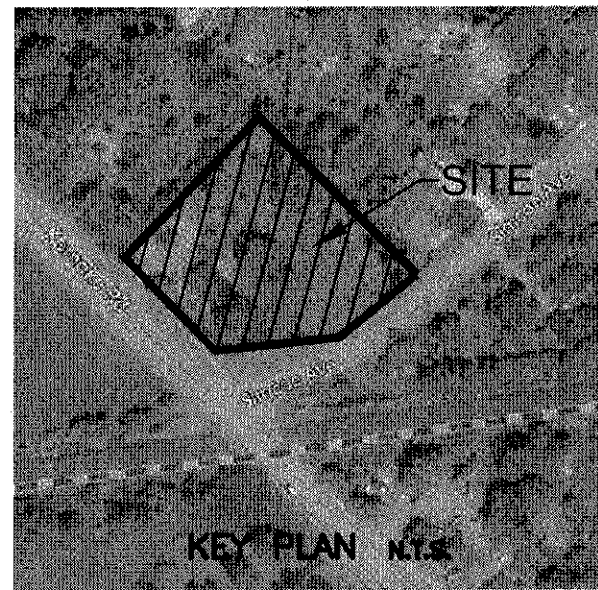
1. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
3. MAINTAIN EROSION CONTROL MEASURES DURING ALL PHASES OF CONSTRUCTION.
4. ALL COLLECTED SEDIMENT IS TO BE DISPOSED OF AT AN APPROVED LOCATION.
5. MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
6. ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENT BASIN.
7. PROTECT ALL MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH TERRAFIX 270R GEOTEXTILE.
8. ALL CATCHBASINS ARE REQUIRED TO BE PROTECTED BY SILT SACKS DURING CONSTRUCTION.
9. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
10. PREVENT WIND BLOWN DUST.
11. STRAW BALES ARE TO BE USED IN LOCALIZED AREAS AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION.
12. WHEN ALL RESTORATION IS COMPLETED REMOVE SEDIMENT CONTROL MEASURES AND RESTORE IMPACTED AREAS.
13. ALL OF THE ABOVE NOTES AND EROSION CONTROL MEASURES AND ANY ADDITIONAL SEDIMENT & EROSION CONTROL MEASURES ARE TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
14. ALL RYCB'S AND RYCBM'S TO HAVE STRAW BALES AS DETAILED.
15. STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
16. ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE CONSTRUCTED IN ACCORDANCE WITH THE MNR 'GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES'.

GRADING CERTIFICATE

I HEREBY CERTIFY THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE WORKS COMPLY WITH THE SOUND ENGINEERING DESIGN AND THAT THE PROPOSED GRADING IS COMPATIBLE WITH EXISTING DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND THE ADJOINING LANDS OR APPLICABLE CITY BY-LAWS.

GRADING NOTES

1. EXISTING DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
2. BASEMENT OPENINGS TO BE MINIMUM 300mm ABOVE THE CENTRELINE OF ROAD UNLESS APPROVED BY THE CITY ENGINEER.
3. GROUND ELEVATIONS AT HOUSES ABUTTING OVERLAND FLOW ROUTES ARE TO BE 225mm ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
4. SUMP PUMP DISCHARGE MUST BE DIRECTED AWAY FROM DRIVEWAYS AND SIDEWALKS.



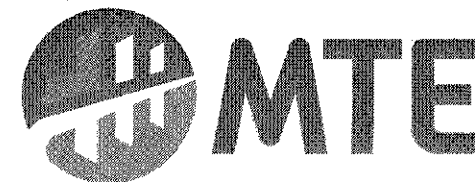
GEODETIC BM ELEV. =243.057m
KOMOKIA C.N.R., OVERPASS AT INTERSECTION OF MAIN STREET, TABLET IN NORTHEAST CORNER OF NORTHWEST CONCRETE ABUTMENT, IN LINE WITH STEEL GIRDER, 7.6m NORTHEAST OF CENTRE LINE OF MAIN STREET, 1.7m NORTHWEST OF MOST NORTHERLY RAIL, 6m BELOW TOP OF RETAINING WALL.

SITE BENCHMARK ELEV. =244.174m
TOP OF FIRE HYDRANT SPINDLE LOCATED ON THE WEST SIDE OF KOMOKIA ROAD, 30m NORTH OF CNR TRACKS.

LEGEND

- PROPOSED DRAINAGE
- PROPOSED SANITARY SEWER CLEAN-OUT
- PROPOSED WATER SERVICE CURB STOP
- EXISTING SIDEWALK
- SUMP PUMP & DRAINAGE ARROW
- PROPOSED GRADE
- MATCH EXISTING GRADE
- SWALE (150mm DEEP TYP.)
- LIGHT DUTY SILT FENCE
- OVERLAND FLOW ROUTE (MAJOR STORM)
- INFILTRATION GALLERY AREA

#	REVISIONS	DATE
1	FOR 1ST SUBMISSION REVIEW	AH SEP/2021
2	FOR 2ND SUBMISSION REVIEW	AH SEP/2021



Engineers, Scientists, Surveyors

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BURCON CONSTRUCTION

MIDDLESEX PROJECT

22700 KOMOKIA ROAD

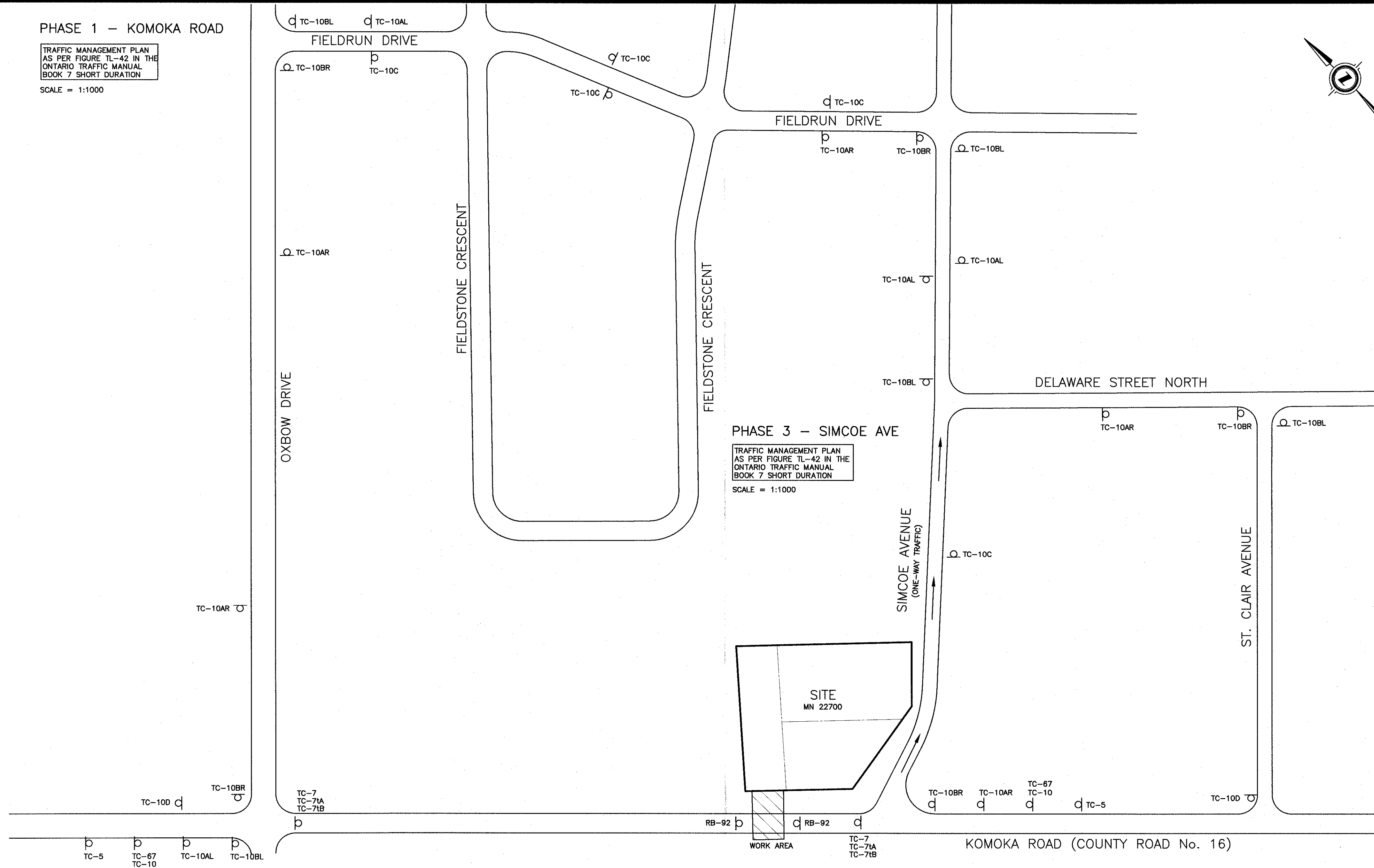
MIDDLESEX DRAWING

GRADING & SEDIMENT CONTROL PLAN

Project Manager	RC	Project No.	49093-200
Design By	RC	Checked By	RC
Drawn By	AH	Checked By	RC
Surveyed By	MTE	Drawing No.	2
Date	Aug.24/21		
Scale	1:200	Sheet	2 of 3

PHASE 1 – KOMOKA ROAD

TRAFFIC MANAGEMENT PLAN
AS PER FIGURE TL-42 IN THE
ONTARIO TRAFFIC MANUAL
BOOK 7 SHORT DURATION
SCALE = 1:1000

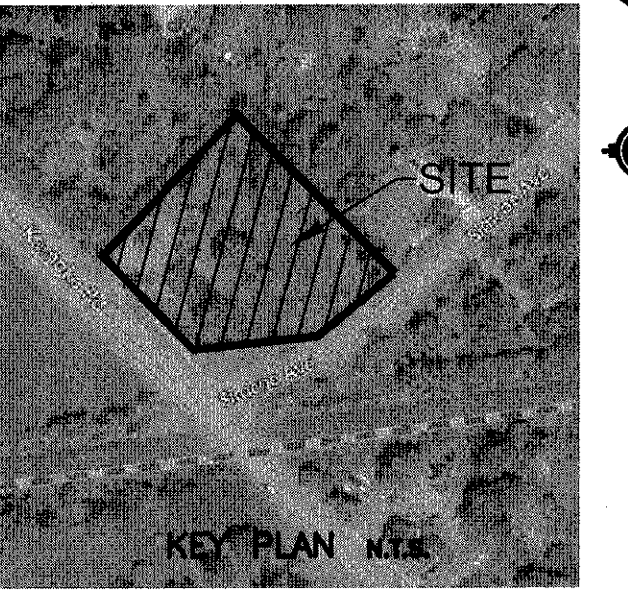


NOTE:
TEMPORARY LANE WIDTHS TO
BE A MINIMUM 3.0m WIDE

ALL SURFACES WITHIN THE
MUNICIPAL ROAD ALLOWANCE WHICH
ARE DISTURBED DURING
CONSTRUCTION SHALL BE RESTORED
TO A CONDITION AT LEAST AS GOOD
AS ORIGINAL TO THE SATISFACTION
OF THE MUNICIPAL ENGINEER AT NO
COST TO THE MUNICIPALITY.

TRAFFIC MANAGEMENT NOTES:

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ONTARIO TRAFFIC MANUALS.
2. ANY MODIFICATIONS TO THIS PLAN SHALL RECEIVE PRIOR APPROVAL OF THE CONTRACT ADMINISTRATOR.
3. CONTRACTOR TO PROVIDE DETAILED PLAN TO THE CONTRACT ADMINISTRATOR SHOWING SIGNAGE, FLAGGING AND TRAFFIC BARRIER LAYOUT FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.
4. ADVANCED SIGNING SHALL BE POSTED 2 WEEKS PRIOR TO CONSTRUCTION.
5. ANY CHANGES TO THIS PLAN SHALL BE APPROVED BY THE CONTRACT ADMINISTRATOR.
6. THE WORK ON KOMOKA ROAD (COUNTY RD. 16) AND SIMCOE AVENUE ROAD ALLOWANCE SHALL BE COMPLETED IN ONE DAY. THE WORK SHALL START AT 9AM AND THE ASPHALT (BASE AND TOP COAT), CURB/GUTTER AND SIDEWALK SHALL BE FULLY COMPLETED ON THE SAME DAY.



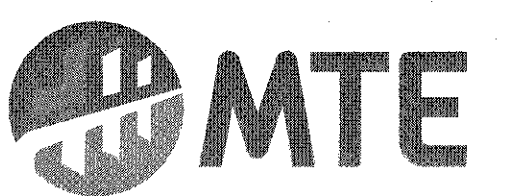
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SITE BENCHMARK ELEV. =244.174m
TOP OF FIRE HYDRANT SPINDLE LOCATED ON THE WEST SIDE
OF KOMOKA ROAD, 30m NORTH OF CNR TRACKS.

LEGEND

- BARREL PYLON (TC-54)
- ▨ CONSTRUCTION AREA
- d TC-2B SIGN AND TYPE SEE OTM BOOK 7 FIELD EDITION FOR SIGN TYPES
- d RB-91 SIGN AND TYPE SEE OTM BOOK 5 FOR SIGN TYPES

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1	FOR 1ST SUBMISSION REVIEW	AH SEP/2021
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BURCON CONSTRUCTION

MIDDLESEX PROJECT

22700 KOMOKA ROAD

MIDDLESEX DRAWING

TRAFFIC MANAGEMENT PLAN

Project Manager	RC	Project No.	49093-200
Design By	RC	Checked By	RC
Drawn By	AH	Checked By	RC
Surveyed By	MTE	Drawing No.	3
Date	Aug.24/21		
Scale	AS NOTED	Sheet	3 of 3

