

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ___ day of November 2021.

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

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(Not part of the Agreement)

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THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November, 2021.

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

WHEREAS:

- (a) The Developer is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Land**”) or will be the owner of the Land prior to the registration of this Agreement upon title to the Land;
- (b) The Developer wishes to subdivide the Land by means of a registered plan of condominium and has made an application to The Corporation of the County of Middlesex (hereinafter referred to as the “**County**”) therefor and is in the process of obtaining draft plan approval for a plan of condominium from the County under the County’s File No. 39T-MC-CDM2192;
- (c) The decision to issue an exemption for the plan of condominium from the County under County File No. 39T-MC-CDM2102 was issued on **XX** (the “**Decision**”) with the Notice of Decision being circulated on **XX**, 2021;
- (d) The Developer now wishes to develop the Land in a series of phases. The initial phase involves the development of townhouse project being a 69 unit vacant land condominium (the “**Phase 1 VLC**”) with its associated common elements as shown on the Condominium Plan (the “**Phase 1 VLC Plan**”) in the form of the photographic reduction attached as Schedule “B”, and the Municipality as a condition of its recommendation to the County that final approval be given to the Phase 1 VLC Plan has required that this Agreement be entered into;
- (e) The Developer proposes to develop that part of the Lands as described in accordance with the Phase 1 VLC Plan; and
- (f) The Developer has requested as part of its development of a future phase, to utilize a portion of the Municipality’s Wellness Centre lands in order to meet its parking requirements.

The Municipality and Developer have agreed that this is a feasible option and the Developer shall compensate the Municipality, in an amount and under terms and conditions agreeable to the Municipality, for any lands used, or required, from the Wellness Centre for the purposes of DFH's parking requirements.

(g) The Municipality, as a condition of its recommendation to the County that final approval be given to the Phase 1 VLC Plan, has required that this Agreement be entered into as contemplated by subsection 51(26) of the *Planning Act* and section 9 of the *Condominium Act, 1998*, which requires, amongst other things,

- (i) that the Developer provide the works (hereinafter referred to as the "**Site Development Works**") described in Schedule "F" attached hereto,
- (ii) the provision and maintenance of the facilities and works hereinafter referred to as the "**On-Site Facilities**") described in Schedule "D" hereto,

and that the Site Development Works and the On-Site Facilities, collectively referred to as the **Site Works** be completed to the satisfaction of the Municipality and at the sole risk and expense of the owner of the Land from time to time.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the recommendation by the Municipality to the County that final approval be given to the Phase 1 VLC Plan, and in consideration of other good and valuable consideration, the receipt and sufficiency of which consideration is irrevocably acknowledged by each of the Developer and the Municipality, the Developer and the Municipality hereby covenant and agree as follows:

RECITALS

1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

DEFINITIONS

2. For the purposes of this Agreement the capitalized terms not otherwise defined herein shall have the meanings ascribed below:

2.1 "**Applicable Law**" means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, common law or law in equity, municipal by-law, code, rule, judgment or Order, applicable to that Person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, practices and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.

2.2 "**Council**" means the Council of the Municipality;

- 2.3 “**Conservation Authority**” shall mean the Upper Thames River Conservation Authority;
- 2.4 The “**Land Office**” means the Land Titles Office from Middlesex (No. 33);
- 2.5 The “**Land Registrar**” means the Land Registrar for the Land Office;
- 2.6 The “**Municipal Engineer**” shall mean the Municipality’s Director of Public Works and Engineering and shall include his in-house or consulting engineer designate;
- 2.7 “**Parties**” means the Parties to this Agreement;
- 2.8 The “**Works**” shall mean the servicing work required of the Developer by this Agreement and more particularly described in Schedule “F” to this Agreement;
- 2.9 The “**Servicing Plans**” shall mean the plans, drawings and notes identified in section 3 of Schedule “G” to this Agreement;
- 2.10 The “**Developer’s Engineers**” shall mean the person or persons who are licensed to engage in the practise of professional engineering pursuant to the *Professional Engineers Act* (Ontario) and who has been appointed by the Subdivider for the purposes of this Agreement as required by this Agreement;

PHOTO REDUCED SCHEDULE ATTACHMENTS

3. This Agreement describes in detail a number of plans and drawings which form part of this Agreement. Photographic reductions of copies of the plans and drawings are reproduced in Schedules to this Agreement to facilitate registration of this Agreement on title to the Land. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality’s normal business hours. In the event that the Land Registrar (hereinafter referred to as the “**Land Registrar**”) for the Land Office requires the removal of some or all of such photographic reductions of plans and drawings in order for this Agreement to be registered, the parties hereto (the “**Parties**”) agree that any such photographic reduced copies required to be removed by the Land Registrar may be removed from the registered copy of this Agreement.

FUTURE DEVELOPMENT INFORMATION ON SERVICING PLANS

4. The Servicing Plans shall show conceptual lot fabric, landscaping and servicing infrastructure details for future development (hereinafter referred to as “**Future Development**”) beyond the Phase 1 VLC Plan.

- 4.1 The Parties acknowledge that the lot fabric, landscaping and infrastructure shown on the Servicing Plans for any Future Development represents a future proposal by the Developer;

- 4.2 The Parties acknowledge that, with respect to any Future Development, the Municipality is, as a municipality, and its officers and Council are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, re-zonings, minor variances, Planning Act consents (severances), site plan approvals, approval of subdivisions and/or of condominiums and any other prerequisites to development (herein referred to as “**Development Approvals**”);
- 4.3 The Parties acknowledge and agree that no part of the landscaping or servicing infrastructure details for Future Development shown on the Servicing Plans have been reviewed by the Municipality, nor have they received any necessary Development Approvals;
- 4.4 The Parties understand and agree that the Municipality and its officers and Council will deal with Development Approvals for Future Development in the same manner as would be the case with respect to any other land development proposal; and
- 4.5 The Parties understand and agree that the execution of this Agreement by the Municipality is not a pre-judgement, nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992*.

DEVELOPER’S TITLE

5. The Developer represents and warrants to the Municipality that at the date of the registration of this Agreement upon title to the Land, the Developer will be the owner in fee simple of the Land free of all liens and encumbrances, save and except for those items described on Schedule “C” attached hereto.

REGISTRATION OF AGREEMENT

6. The Developer consents to and will register this Agreement against the title to the Land in the Land Office within twenty-one (21) days after this Agreement has been executed and delivered by the Municipality to the intent and purpose that this Agreement and all of the Developer’s covenants herein shall run with the Land.

OTHERS WITH TITLE INTERESTS

7. The Developer represents and warrants to the Municipality that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Land, all persons having any interest in the Property as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in Schedule “C” attached to this Agreement. Schedule “C” attached to this Agreement is divided into two Parts. Part 1 of Schedule “C” shall list those existing registered interests in the Property for which the Municipality shall not require postponements in interest to this Agreement, such as existing municipal agreements. Part 2 of

Schedule "C" shall list those existing registered interests in the Property which shall be removed from title to the Property or for which the Municipality shall require postponements in interest to this Agreement be registered.

POSTPONEMENT BY ENCUMBRANCERS

8. The Developer represents and warrants to the Municipality that at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Property, that all persons having any interest in the Property as owner, mortgagee, tenant, easement holder or other encumbrancer described in Part 2 of Schedule "C" attached to this Agreement have executed authorizations postponing their respective interests in the Property and that the Developer's Solicitor is authorized to register such Notice(s) of Postponement on title to the Property immediately following registration of this Agreement on title to the Property.

REGISTRATION OF PLAN

9. As soon as practicable after the Municipality's recommendation of the approval of the Phase 1 VLC Plan, but no later than thirty (30) days after the final approval of the Phase 1 VLC Plan by the County, the Developer shall cause the Phase 1 VLC Plan to be registered in the Land Office.

CONVEYANCES

10. The conveyance of easements to the Municipality as provided in paragraph 29 (easements) of this Agreement shall be made to the Municipality forthwith after registration of this Agreement.

LEGAL OPINIONS REQUIRED

11. Not later than thirty (30) days after this Agreement has been executed and delivered by the Municipality, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario, substantially in the form of Schedule "D" attached hereto stating that:

11.1 At the date of signing of this Agreement and at the date of the registration of this Agreement upon title to the Property, the Developer is the owner in fee simple of the Property free of all liens and encumbrances, save and except any interest described in Part 1 or 2 of Schedule "C" attached to this Agreement;

11.2 This Agreement has been registered against the Property in a first priority position, save and except for any interest in the Property described in Part 1 of Schedule "C" attached to this Agreement, and that Notice of Postponement of Interest for each of those interests described in Part 2 of Schedule "C" have been registered postponing such interest to provide priority in favour of the Municipality for this Agreement;

The said opinion(s) shall be addressed to the Municipality, in a form acceptable to the Municipality, in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

THE SITE WORKS

12. The Developer shall provide or cause to be provided the Site Works to the satisfaction of the Municipality and in accordance with this Agreement.

ON-SITE FACILITIES

13. The Developer shall provide and maintain or cause to be provided and maintained the On-Site Facilities and such On-Site Facilities shall be provided and maintained at all times by the owner from time to time of the Land, at such owner's sole risk and expense and to the satisfaction of the Municipality; and in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of section 446 of the *Municipal Act, 2001* shall apply for the purposes of securing rectification of the default, including adding the costs to the tax roll and collecting them in the same manner as property taxes.

ON-SITE FACILITIES PRIVATE NOT MUNICIPAL RESPONSIBILITY

14. The Parties acknowledge and agree that On-Site Facilities are privately owned, and that the Municipality has no financial responsibility for their provision and maintenance, repair or replacement, and that the following apply:

14.1 As set out in section 88 below, this Agreement is binding upon the Developer and upon its successors and assigns, as owners and occupiers of the Land and, for the purposes of this Agreement, from and after registration of a Phase 1 VLC Plan on all or any part of the Land, under the *Condominium Act, 1998*, as may be amended or substituted from time to time, "successors and assigns, as owners and occupiers of the Land" shall mean unit owners, as successor owners and occupiers of the Land by virtue of their ownership of unit(s), together with their appurtenant undivided interest as tenants in common of the common elements shown on the Phase 1 VLC Plan and the condominium corporation created by the registration of the Phase 1 VLC Plan, which corporation has responsibility for management of the property and the assets of the condominium corporation on behalf of unit owners, including the common elements.

14.2 The obligations of this Agreement continue to apply upon and after registration of the Phase 1 VLC Plan with respect to maintenance, repair and replacement of On-Site Facilities and a Reserve Fund is required therefor under the *Condominium Act, 1998*.

14.3 The *Condominium Act, 1998* provides that upon registration of a Phase 1 VLC Plan each condominium unit, together with its appurtenant common interest, constitutes a parcel for the purpose of municipal assessment and taxation; and, in the event that the Municipality, for the purposes of securing rectification of

the default, adds the costs of enforcement to the tax roll for collection as real property taxes as contemplated in Section 13 above, such costs shall be assessed to the unit owners in the same proportion as their unit interest as described in the Declaration registered with the Phase 1 VLC Plan.

MUNICIPAL ENGINEER

15. For the purposes of this Agreement the “**Municipal Engineer**” is the Municipality’s Director of Public Works and Engineering or such person as he or she may designate from time to time.

DEVELOPER’S ENGINEERS

16. The Developer shall engage competent Engineers registered with Professional Engineers Ontario for the Site Work specified in Schedule “F” hereto (herein referred to as the “**Site Development Works**”) to be undertaken by the Developer to the satisfaction of the Municipality, including but not limited to the provision of the following services:

- 16.1 To design the Site Development Works in accordance with the current guidelines and standards prescribed by the Municipality;
- 16.2 To prepare tenders for the construction of the Site Development Works;
- 16.3 To assist the Developer to obtain all necessary approvals in connection therewith;
- 16.4 To provide full-time supervision of all construction of any Site Development Works to be assumed by the Municipality or any external works situated within the municipal right-of-way;
- 16.5 To provide full-time inspection of all private underground municipal services/plumbing (water, sanitary and storm) and part-time supervision of all construction of any above ground private Site Development Works;
- 16.6 To inspect and supervise the Site Development Works during construction and installation in accordance with standard engineering practice for all site servicing and site work not assumed by the Municipality under the provisions of section 16.4 above;
- 16.7 To prepare and maintain records in connection with the construction of such Site Development Works, and
- 16.8 To prepare and furnish “record” drawings of the Site Development Works to be assumed by the Municipality and any external works completed within the municipal right-of-way.

Such Engineers (hereinafter referred to as the “**Developer’s Engineers**”) shall provide to the Municipality evidence of Professional Liability Insurance in the amount of \$5,000,000.⁰⁰ endorsed for the Site Development Works to the satisfaction of the Municipality. The Developer’s Engineers shall also file with the Municipality an undertaking, in substantially the form attached to this Agreement as Schedule “H”, with respect to Site Work being done under their full-time supervision, which undertaking shall include a requirement that the Developer’s Engineers advise the Municipal Engineer forthwith if the Developer’s Engineers’ instructions become different than as reflected in the undertaking.

SUBMISSION FOR APPROVAL

17. The Developer shall, as soon as practicable, submit for the approval of the Municipal Engineer, detailed engineering plans for, specifications for, contracts in respect of and an estimate of the scheduling and of the cost of the Site Development Works, with the Developer’s Engineer’s professional stamp affixed thereto.

GRADING PLAN

18. The Developer shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a grading plan (hereinafter referred to as the “**Grading Plan**”) showing the following information:

- 18.1 The existing and final elevations of the Land, which elevations shall be determined by reference to a geodetic benchmark,
- 18.2 The final grades of all roads and existing properties on and in the vicinity of and abutting the Phase 1 VLC Plan; and
- 18.3 The stormwater management plan and facilities, including all land designated for drainage works.

CONSTRUCTION WORK PLAN

19. The Developer shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates for the Site Development Works, as aforementioned, a construction work plan (hereinafter referred to as the “**Construction Work Plan**”) with the following:

- 19.1 A map showing the haul road or road for construction traffic required by section 33 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
- 19.2 Confirmation that site construction access shall be from Glendon Drive to Tunks Lane with access off Tunks Lane;

- 19.3 A map showing the location of the vacant land condominium sign required by section 27;
- 19.4 Confirmation of municipal protocols for the scheduling of inspections for the Site Development Works per the following:
- All municipal inspections are to be scheduled with a minimum 10 working days' notice in advance of the date of inspection;
 - Municipal inspections relating to final acceptance of the Site Development Works as contemplated by this Agreement will not be scheduled during the period extending from December 15th to April 15th.
- 19.5 A Surface Features Plan certified by the Developer's Engineers illustrating the location of:
- Maintenance structure lids;
 - Catchbasin grates;
 - Sidewalks;
 - Fire hydrants;
 - Street and traffic signage for the common element private road;
 - Street-lighting for the common element private road;
 - Hydro transformers and communications pedestals;
 - Emergency access designated to the satisfaction of the Municipality; and
- Community mail boxes.
- 19.6 A sediment and erosion control plan;
- 19.7 A street cleaning schedule for the common element private road and for Municipal road allowances affected by the Site Development Works;
- 19.8 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Site Development Works; and
- 19.9 The form of notice to be given to affected land owners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in clause 15.7 above.

Once the Construction Work Plan has been approved by the Municipal Engineer, the Developer will participate in a pre-construction meeting with the Developer's Engineers and the Municipal Engineer. The Construction Work Plan may be adjusted from time to time by the Developer with the written approval of the Municipal Engineer or by the Municipal Engineer in response to circumstances and conditions which may arise or be disclosed as the construction and installation of the Site Development Works progresses.

APPROVAL BY MUNICIPAL ENGINEER

20. The plans, specifications, contracts, scheduling and cost estimates referred to in this Agreement and the Grading Plan and the Construction Work Plan shall be considered amended, if necessary, with the concurrence of the Developer and the Developer's Engineers, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Developer of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates or the Grading Plan or the Construction Work Plan.

APPROVAL BY MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS, IF REQUIRED

21. In addition to the approval of the Municipal Engineer as required by section 20, all such plans, scheduling, specifications, including and particularly those detailing the supply of potable water to and the handling of waste water and stormwater from the Land, erosion and sediment control during construction, and the Grading Plan shall be considered, amended if necessary and approved as amended by the Ministry of the Environment, Conservation and Parks (the "MECP"), if required.

ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY, IF REQUIRED

22. In addition to the approval of the Municipal Engineer as required by section 20, all unit grading plans, drainage plans, storm water management plans, sediment and erosion control measures to be used during construction, as well all Site Development Works located in any regulated areas by the Conservation Authority shall be considered amended if necessary with the concurrence of the Developer and of the Developer's Engineer, and approved as amended by the Conservation Authority, if required.

STORMWATER MANAGEMENT PLAN

23. The Developer shall prepare and submit a detailed stormwater management plan and/or study to be reviewed and accepted by the Conservation Authority and approved by the MECP and by the Municipal Engineer. The stormwater management plan shall be integrated with the development and consistent with the approved Stormwater Master Plan and approved stormwater management design and Environmental Compliance Approval and shall be constructed in accordance with the current guidelines and standards prescribed by the Municipality and shall be based upon the following documents and drawing and shall take into consideration:

- 23.1 The existing Wellness Centre stormwater management channel/facility may be used as the secondary outlet for stormwater flows subject to a Stormwater

Management Plan acceptable to the Municipality, acting reasonably, that reviews the impact on the existing system and confirms no negative impact on the existing facility. The Developer shall be responsible for demonstrating that the secondary outlet has adequate capacity and obtaining all necessary approvals including but not limited to a new or amended Environmental Compliance Approval from the MECP if required for the combined use of the Wellness Centre stormwater management facility.

- 23.2 The open channel situated long the southerly boundary of the Land may be used by the Purchaser for the purposes of providing an open stormwater swale or ditch. This drainage system shall continue to provide the drainage outlet for portions of Tunks Lane and the lands situated to the east of Tunks Lane until such time that a municipal outlet is established in the future. Any modifications, alterations or other changes to the open channel shall only be permitted upon obtaining approval from the Municipality, acting reasonably. The Municipality will maintain this parcel as long as it remains an open channel and an easement for maintenance shall be granted in favour of the Municipality and in a form to the Municipality's satisfaction upon transfer of the lands to the Purchaser. In the event, an enclosed culvert or closed drainage system is required by the Developer in a future phase of the development of the Lands, the Developer shall be solely responsible for all costs associated with the enclosure including but not limited to design and construction as well as those costs associated with maintenance, repairs, modifications, upkeep and any other required work of the closed system. The Municipality reserves rights to an easement for maintenance which easement shall be in a form to the Municipality's satisfaction.

24. The stormwater management plan shall incorporate any necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction. A site supervisor shall be designated by the Developer whose primary function is to ensure that the recommendations of the stormwater management plan are implemented, if required. A work activity log shall be maintained by the Developer or Developer's representative to record the dates and descriptions of work activities and site inspections relating to sediment and erosion control measures and such log shall be made available to the Municipality immediately upon request of the Municipal Engineer, if required. Inspections shall occur on a regular basis during construction and after significant storm events (20mm total rainfall or greater). Any temporary measures relating to stormwater management situated outside of the Lands to accommodate any development occurring within the Phase 1 VLC Plan shall be subject to the provisions set out in sections 23 and 24.

HOMEOWNER INFORMATION PACKAGE

25. The Developer shall provide a homeowner information package describing the On-Site Facilities, minimizing salt usage and indicating the responsibilities of the condominium corporation and of the unit owners, not the Municipality, to maintain, repair and replace same as required from time to time. The homeowner information package shall be in substantially

the form attached as Schedule "I" to this Agreement and the Developer shall provide a copy of such information package to every person who makes an offer to purchase any unit as shown on the Phase 1 VLC Plan before such person is bound by an agreement to purchase such unit.

SITE DEVELOPMENT ENVIRONMENTAL PROTECTION MEASURES

26. The Developer shall implement any environmental protection measures recommended in the stormwater management plan required as contemplated by section 23, which are not capable of being addressed under the *Ontario Water Resources Act*.

SIGN OF CONDOMINIUM PLAN

27. The Developer shall erect at the time of commencement of the construction of the Site Development Works and shall thereafter maintain until the time when seventy-five (75%) percent of the units as shown on the Phase 1 VLC Plan have had constructed thereon dwellings which are available for residential occupancy, a sign showing the Phase 1 VLC Plan; and such sign shall:

- 27.1 Be at least 1.0 metres (3 feet) by 2.0 metres (6 feet) in size,
- 27.2 Be located at a place on the Land approved in writing by the Municipal Engineer, and
- 27.3 Show the various units and common element blocks on the Phase 1 VLC Plan and the permitted uses thereof.

AUTHORIZATION TO PROCEED WITH CONSTRUCTION

28. Unless authorized by written agreement, no construction or installation of the Site Development Works shall commence nor shall the Developer cause or permit any grading of the Property until:

- 28.1 after the written approval of the Municipal Engineer, and the approval of the MECP, if required, and of the Conservation Authority, if required, have been given with respect to all of the Site Development Works as contemplated herein;
- 28.2 the solicitor's opinion required by section 11 above has been delivered to the Clerk;
- 28.3 a certificate of insurance as required in accordance with section 42 has been given to the Clerk;
- 28.4 the Letter of Credit as required in accordance with section 39 of this Agreement has been furnished to the Clerk; and
- 28.5 the Developer shall pay all funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of

administration, supervision and all other work required by the Municipality in connection with the Phase 1 VLC Plan as described in section 70 and section 71 below;

Once all such matters have been attended to, the Municipal Engineer shall issue an “**Authorization to Commence Work**” whereupon, the Developer shall first rough grade or cause the Property to be rough graded in accordance with the Grading Plan submitted and approved, as aforesaid, with such variations as the Municipal Engineer may permit on such terms and conditions as the Municipality may see fit to impose and then cause to be constructed and installed the Site Development Works on a continuous basis and as quickly as possible.

SUPERVISION OF CONSTRUCTION

29. The construction and installation of the Site Development Works shall be carried out under the full-time supervision of the Developer’s Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement, particularly, without limiting the generality of the foregoing section 51 (Inspections) and section 52 (Orders); provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall not relieve the Developer of responsibilities for any negligence or any errors or omissions or from the Developer’s obligation to construct, install and maintain the Site Development Works in a good workmanlike and complete manner and in accordance with this Agreement.

STANDARD OF WORK AND VARIATIONS

30. The Site Development Works shall be constructed and installed strictly in accordance with the approved plans and specifications, in accordance with good engineering practice and to the entire satisfaction of the Municipal Engineer, together with such variations from the approved plans and specifications as may be required by conditions which may be disclosed as the construction and installation of the Site Development Works progresses and the Developer shall construct and install the Site Development Works strictly in accordance with the plans and specifications as so varied by the Municipal Engineer.

GENERAL MAINTENANCE

31. As contemplated by section 48 of this Agreement, the Developer shall maintain or cause to be maintained all of the Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality’s current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of roads within the Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable laws.

MAINTENANCE OF DRAINS

32. During the installation and construction of the Site Development Works and until final acceptance of the Site Development Works, as contemplated by section 48 of this Agreement, the Developer shall maintain in working operation and repair all drains in use on the Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Site Development Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Site Development Works.

HAUL ROADS

33. Until final acceptance of the Site Development Works, as contemplated by section 48 of this Agreement, the Developer shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Site Development Works or related building construction along such streets as are specified by the Municipal Engineer or, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Developer. Construction activities shall minimize or eliminate danger of damage or inconvenience to vehicles using any of the abutting roads.

INSTALLATION OF UTILITIES

34. The Developer shall arrange to have Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and such other persons as the Municipality may designate, design and install, at no cost to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed underground where possible and in such locations as the Municipal Engineer shall designate in accordance with standard servicing procedure. The Developer acknowledges and agrees that the Developer's obligations hereunder to construct, install, maintain and repair the Site Development Works includes the replacement or repair of any of the Site Development Works which are damaged or altered in connection with the installation of any such utilities or distribution systems.

UTILITIES EASEMENTS

35. The Developer shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 35 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 44, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario in the form of Schedule "E" attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

UTILITIES CO-ORDINATION

36. The Developer shall co-operate with Bell Canada, Hydro One, Union Gas, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Site Development Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Land. The Developer agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of the Site Development Works and, in this connection, the Developer shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has accepted the Site Development Works, as contemplated by section 48 of this Agreement.

CANADA POST COMMUNITY MAILBOXES

37. The Developer shall arrange to have Canada Post provide, at no cost to the Municipality, community mailboxes on the Land; and the Developer shall provide satisfactory evidence from Canada Post confirmation of the type, size and location for such community mailboxes to the satisfaction of the Municipal Engineer.

DEVELOPMENT CHARGES

38. The Developer shall pay to the Municipality development charges in connection with the vacant land condominium development of the Property in accordance with the Municipality's Development Charges By-law applicable and any other pertinent agreements to the Property and in force from time to time as and when applications for building permits are made for the buildings and structures on the units and common element blocks shown on the Phase 1 VLC Plan.

The Developer shall ensure that all persons who first purchase units as shown on the Phase 1 VLC Plan are informed, at the time each unit is transferred, of all the development charges related to the development.

LETTER OF CREDIT

39. Forthwith upon the Municipal Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the Grading Plan, and before the Municipal Engineer issues the Authorization to Commence Work contemplated in section 28 of this Agreement, the Developer shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "J" attached hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Site Development Works as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Site Development Works or TWENTY-FIVE THOUSAND, (\$25,000.⁰⁰) DOLLARS, whichever is greater.

SECURITY FOR ALL DEVELOPER'S OBLIGATIONS

40. The security provided by the Developer as required by section 39 shall be for the purpose of securing performance of all of the obligations of the Developer under this

Agreement including, without limiting the generality of the forgoing, payment of money payable by the Developer to the Municipality in accordance with section 46 and section 69 of this Agreement.

PARTIAL RELEASE OF SECURITY

41. So long as the Developer is not in default under this Agreement, the amount of the Letter of Credit may be reduced from time to time to an amount which, in the opinion of the Municipal Engineer, is adequate to secure the faithful performance of the remaining obligations of the Developer hereunder; provided that no reduction in the Letter of Credit shall be made until there is first filed with the Municipal Engineer:

- 41.1 An interim completion certificate (“ICC”), following substantially the form set out in Schedule “K”; issued by the Developer’s Engineers as to the part of the Site Development Works that have been installed, constructed and completed to the date of the interim completion certificate and as to the value of the part of the Site Development Works completed, and
- 41.2 an estimate by the Developer’s Engineers of the cost which, in such engineer’s opinion, is required to complete the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement.

After such interim completion certificate and estimate has been reviewed by the Municipal Engineer, the Municipality may release such part of the security held under this Agreement as is no longer required retaining such security as is, in the opinion of the Municipal Engineer, needed to secure completion of the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement; and the Parties agree that, when deciding upon the amount of security to be retained to secure completion of the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement, the Municipal Engineer shall take into account his estimate of the cost of enforcing compliance with this Agreement and of realizing upon the security provided for this Agreement, including legal and engineering costs and the cost of the Municipality’s procurement policies and practice and that the amount of the Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Site Development Works or TWENTY-FIVE THOUSAND, (\$25,000.⁰⁰) DOLLARS, whichever is greater, until the Municipality has finally accepted the Site Development Works, as contemplated by section 48 of this Agreement.

Notwithstanding anything contained in this Agreement, no reduction of the Letter of Credit shall relieve the Developer of any of the obligations of the Developer set out in this Agreement.

INSURANCE

42. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 48 of this Agreement, the Developer shall maintain in force and effect insurance which satisfies the following:

- 42.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contract;
- 42.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
- 42.3 such insurance shall have limits of liability of at least Five Million (\$5,000,000.⁰⁰) Dollars per incident, or such greater amount as may be specified by the Municipality from time to time;
- 42.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Developer as if the Municipality was separately insured;
- 42.5 such insurance shall provide coverage which shall continue until the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 48 of this Agreement;
- 42.6 such insurance shall contain a clause that the insurer will not lapse, cancel or change or refuse to renew the insurance without first giving the Municipality sixty (60) days' prior written notice;
- 42.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
- 42.8 such insurance shall otherwise be in form satisfactory that is, from time to time, acceptable to the Municipality.

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Developer shall provide the Municipality with evidence of the insurance to be provided as required by this section 42 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate(s) shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the vacant land condominium Agreement dated November XX, 2021 between the Municipality of Middlesex Centre and Design for Happiness.

The Developer shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Developer shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section.

INDEMNITY

43. Until the Municipality has finally accepted the Site Development Works, as contemplated by section 48 of this Agreement, the Developer shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all losses, damages, expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contracts; and the insurance coverage policy required by section 42, shall not be construed as relieving the Developer from responsibility for indemnity of the Municipality and its agents, employees, contractors, and subcontractors, for liability not covered by such insurance or in excess of the policy limits of such insurance.

INTERIM COMPLETION CERTIFICATE ("ICC")

44. Upon completion of:

- 44.1 the underground services to be constructed and installed as part of the Site Development Works;
- 44.2 all street signage has been provided to the satisfaction of the Municipal Engineer;
- 44.3 subject to section 45, all utilities required by section 34;
- 44.4 subject to section 45, all street lights such that they are fully operational; and
- 44.5 completion of all required external improvements;
- 44.6 a full depth granular B road base suitable for emergency vehicle access on all common element private streets to be constructed as part of the Site Development Works;

Provided that the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of the

items set out above in sections 44.1 to 44.6, inclusive above, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance (“ICPA”) with respect to the Site Development Works.

The Interim Completion Certificate (“ICC”) following the issuance of the ICPA and to be submitted by the Developer shall include:

- 44.7 a certification in substantially the form set out in Schedule “K”;
- 44.8 a solicitor’s opinion as to utilities’ easements as required by section 35 and as required for Canada Post by section 37;
- 44.9 a video camera inspection of all private storm and sanitary sewers accompanied by a written report from the inspection company;
- 44.10 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 44.11 watermain pressure testing report;
- 44.12 a report identifying any deficiencies in the Site Development Works and how such deficiencies are to be addressed; and
- 44.13 an updated Surface Features Plan certified by the Developer’s Engineers as required by section 19.5, showing the location of
 - 44.13.1 Maintenance Structure Lids;
 - 44.13.2 Catchbasin grates;
 - 44.13.3 Sidewalks;
 - 44.13.4 Fire hydrants;
 - 44.13.5 Street and traffic signage for the common element private road;
 - 44.13.6 Street-lighting for the common element private road;
 - 44.13.7 Hydro transformers and communications pedestals
 - 44.13.8 Emergency access areas designated to the satisfaction of the Municipality; and
 - 44.13.9 Community mail boxes.

The Developer may submit to the Municipal Engineer an Interim Completion Certificate and upon such submissions may apply for a partial release of security in accordance with section 41.

ARRANGEMENTS FOR UTILITY INSTALLATION

45. Notwithstanding the requirement of section 44 that the utilities referred to in section 34 are to be completed and that street lights are to be fully operational before the Developer may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Developer may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section 34. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units, the Municipal Engineer may issue an Interim Certificate of Provisional Acceptance.

WINTER MAINTENANCE OF COMMON ELEMENT STREETS

46. The Developer shall be solely responsible for all winter maintenance of the common element private streets, at the Developer's sole expense, after the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer and shall remain solely responsible for rectification of any damage to the Site Development Works which may occur in the course of winter maintenance operations.

COMPLETION CERTIFICATE OF SITE DEVELOPMENT WORKS

47. Upon the completion of all of the Site Development Works and of all utilities to be constructed and installed as required by section 34, the Developer may submit to the Municipal Engineer a Certificate of Completion for the Site Development Works and may apply for a partial release of security in accordance with section 41.

The Completion Certificate shall include:

- 47.1 A Completion Certificate for the Site Development Works issued by the Developer's Engineers in substantially the form set out in Schedule "L", certifying that the Site Development Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 47.2 except for a final course of asphalt and final restoration of curbs and curb cuts on private common element streets;
- 47.3 except for the operation for at least one year of management of stormwater facilities as required by section 23 of this Agreement;

- 47.4 except for those Site Development Works that may be included within an agreement made by the Developer in favour of the Municipality which complies with section 158 of the *Condominium Act, 1998*, as amended, (hereinafter referred to as the “**Section 158 Agreement**”); and
- 47.5 *except* landscaping, plantings and grading of the Land, including the provision of a Final Grading Certificate, contemplated by section 47.11 below.
- 47.6 A Section 158 Agreement which ensures the installation and completion of all of the Site *Development* Works including but not limited to any underground servicing works; and the following shall apply:
- 47.6.1 The Section 158 Agreement shall provide that, until all dwellings have been completed on all of the units as shown on the Phase 1 VLC Plan, the Developer shall maintain, repair and replace the private common element streets to the satisfaction of the Municipal Engineer; and that, after all such dwellings have been completed, the Developer shall complete the installation and construction of the private common element streets, including asphalt repair, correcting any settlement, applying a final course of asphalt, restoring curbs and making final adjustments to and parging of manholes and catchbasins such that all is in good order and repair, in accordance with the approved plans and specifications and otherwise in accordance with this Agreement and to the satisfaction of the Municipal Engineer.
- 47.6.2 The Section 158 Agreement shall require that the Developer continue to adhere to the Stormwater Management Plan as indicated in Section 19 of this Agreement.
- 47.6.3 The Section 158 Agreement shall require that the Developer complete landscaping, plantings and grading of the Land in accordance with the plans and specifications approved in accordance with this Agreement and otherwise to the satisfaction of the Municipal Engineer until after all dwellings have been completed on all of the units as shown on the Phase 1 VLC Plan, and in this connection the Parties agree that the delivery of a Final Grading Certificate contemplated by section 47.7 may be deferred until all such dwellings have been completed on all of the units as shown on the Phase 1 VLC Plan.
- 47.6.4 The Section 158 Agreement shall require that the Developer complete the installation of utilities and street lighting, if any such utilities or street lighting is not yet completed, provided that all utilities and street lighting shall be installed and completed to the satisfaction of the Municipal Engineer pursuant to section 45 above.

47.6.5 The Section 158 Agreement shall provide that the following shall continue to apply *mutatis mutandis*:

- 47.6.5.1 Section 27 (Sign of Condominium Plan);
- 47.6.5.2 Section 29 (Supervision of Construction);
- 47.6.5.3 Section 30 (Standard of Work and Variations);
- 47.6.5.4 Section 31 (General Maintenance);
- 47.6.5.5 Section 32 (Maintenance of Drains);
- 47.6.5.6 Section 33 (Haul Roads);
- 47.6.5.7 Section 36 (Utilities Coordination);
- 47.6.5.8 Section 39 (Letter of Credit) adjusted to provide that the Letter of Credit is required to be amended to reference and stand as security for the obligations arising under both this Agreement and the Section 158 Agreement;
- 47.6.5.9 Section 40 (Security for All Obligations);
- 47.6.5.10 Section 42 (Insurance) adjusted to provide an amended Insurance Certificate is required which confirms coverage applies to the obligations arising under both this Agreement and the Section 158 Agreement;
- 47.6.5.11 Section 43 (Indemnity);
- 47.6.5.12 Section 45 (Utility and Street Light Installation)
- 47.6.5.13 Section 47 (Completion Certificate) adjusted to apply to the exceptions referred to in section 42.1;
- 47.6.5.14 Section 48 (Release of Condominium Registration) adjusted to reflect the exceptions referred to in section 47.1;
- 47.6.5.15 Section 50 (Construction Lien);
- 47.6.5.16 Section 51 (Right of Inspection);
- 47.6.5.17 Section 52 (Municipal Engineer Orders)
- 47.6.5.18 Section 53 (Remedies);

- 47.6.5.19 Section 54 (Court Action);
- 47.6.5.20 Section 56 (Realizing on Security)
- 47.6.5.21 Section 57 (Call on Letter of Credit);
- 47.6.5.22 Section 58 (Replacement of Letter of Credit)
- 47.6.5.23 Section 71 (Municipal Costs);
- 47.6.5.24 Section 72 (Complaint Procedure);
- 47.6.5.25 Section 74 (Right to Contest Municipality's Costs);
- 47.6.5.26 Section 85 (Conflict of Requirements);
- 47.6.5.27 Section 86 (Expense of Developer);
- 47.6.5.28 Section 87 (Interest and Liens)
- 47.6.5.29 Section 88 (Estoppel);
- 47.6.5.30 Section 90 (Time of Essence);
- 47.6.5.31 Section 91 (Giving of Notice);
- 47.6.5.32 Section 93 (Assignment);
- 47.6.5.33 Section 94 (Severability);
- 47.6.5.34 Section 95 (Number and Gender); and
- 47.6.5.35 Section 96 (Interpretation).

47.6.6 The Section 158 Agreement shall require that the Developer post a letter of credit security to ensure completion of all that is required of the Developer by the Section 158 Agreement.

47.6.7 The Section 158 Agreement shall require that, not later than ten (10) days after the registration of the Declaration and Description under the *Condominium Act, 1998*, as amended, the Developer shall give notice to the MECP,

- 47.6.7.1 advising of the date of registration of the Declaration and Description for the vacant land condominium,
- 47.6.7.2 offering to register the private common element water supply infrastructure as a non-municipal year-round

residential drinking water system under the *Safe Drinking Water Act* and associated regulations, and,

- 47.6.7.3 giving the notice contemplated by subsection 10.1(1) of O.Reg. 170/03 with respect to such private common element water supply infrastructure in the event the MECP determines that the *Safe Drinking Water Act* and associated regulations apply to such water supply infrastructure and shall provide to the Municipality confirmation that the notice has been sent, along with a copy of the notice.
- 47.6.7.4 The Section 158 Agreement shall require that the Developer make such amendments to the Declaration as are necessary in the opinion of the Municipal Solicitor to satisfy the requirements of clause 158(1)(b)(iii) of the *Condominium Act, 1998*, as amended.
- 47.6.7.5 The Section 158 Agreement shall be in form and substance satisfactory to the Municipality and be executed by the Parties and registered on the title to the Land in priority to all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer except for the Municipality and those listed in Part 1 of Schedule "C" to this Agreement.
- 47.7 A certificate issued by the Developer's Engineers that all Site Development Works storm and sanitary sewers have been flushed and cleaned;
- 47.8 A certificate issued by the Developer's Engineers that all Site Development Works water valves, curb stops, and hydrants have been inspected for operation;
- 47.9 A Statutory Declaration of an authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Site Development Works have been paid and that there are no outstanding claims relating thereto;
- 47.10 A certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase 1 VLC Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 47.11 A Final Grading Certificate issued by the Developer's Engineers for each unit and common element block on the Condominium Plan certifying that the grading and drainage for each unit and common element block are in accordance with the

approved Grading Plan; provided that, in the case of units and common element blocks on the Phase 1 VLC Plan for which grading certificates have been issued in accordance with section 62.10 below, such grading certificates will be sufficient to satisfy the requirements of this section 47.11 with respect to the units and common element blocks to which they apply;

- 47.12 Drawings showing the Site Development Works “as built” in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 47.13 Two (2) sets of full sized drawings showing the Site Development Works “as built”;
- 47.14 A computer data file to incorporate the development’s parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in the following format:

An AutoCAD file, RELEASE 14 or 2000, in DWG or DXF format. The file should only contain linework of the boundaries of units and common element blocks as well as unit numbers and private street names. No other information should be contained in the file. The linework must consist of closed polygons for each unit or common element block on the Phase 1 VLC Plan. The file must be delivered in digital format in a manner acceptable to the Municipal Engineer.

The files delivered to the Municipality shall be in metric units and relate to the UTM grid, Zone 17, 1976 adjustment, and contain only UTM coordinates such that the file can be directly overlaid on the mapping with no scaling or further adjustment. The development must be related to UTM control in a manner which conforms substantially with the “Guidelines For Relating Cadastral Surveys To Control Survey Networks” published by the Association of Land Surveyors. To this end, the Developer shall cause to be supplied the surveyors’ field notes and raw data showing the times to control.

- 47.15 So long as the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of all of the Site Development Works, except those referred to in

sections 47.1, 47.2, 47.3, 47.4, and 47.5 above, and of all utilities to be constructed and installed as required by section 34, the Municipal Engineer shall issue a Certificate of Acceptance with respect to the Site Development Works and such security as is then retained by the Municipality shall be released to the Developer, except that required to secure the Developer's obligations under the Section 158 Agreement.

RELEASE OF CONDOMINIUM REGISTRATION

48. Within thirty (30) days after the Municipal Engineer has issued the Certificate of Acceptance with respect to the Site Development Works, the Municipality shall recommend to the County that the Phase 1 VLC Plan be approved for registration.

REGISTRATION OF CONDOMINIUM PLAN

49. Not later than thirty (30) days after the approval of the Phase 1 VLC Plan by the County, the Developer shall cause the Phase 1 VLC Plan to be registered in the Land Office and shall immediately thereafter deliver to the Municipality a copy of the Phase 1 VLC Plan as registered.

CONSTRUCTION ACT

50. The Developer shall pay promptly those employed in the construction, installation, maintenance and repair of the Site Development Works, but shall hold back such sums as are required to be held back by the *Construction Act* and the Developer shall indemnify the Municipality against any losses, claims, actions or demands for Construction Liens or otherwise in connection with the Site Development Works; and, on demand by the Municipality, the Developer shall forthwith discharge any such lien or any certificate of action which may be registered against either or both of the Site Development Works or the Land.

RIGHT OF INSPECTION

51. The Municipal Engineer shall have the right at any time and from time to time to enter upon the Land and other land upon which any of the Site Development Works are or are to be constructed or installed and to make such tests and inspections as to the Municipal Engineer may seem desirable, and to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in the Municipal Engineer's opinion, is desirable to obtain in order to facilitate such inspection and supervision and, if the Municipal Engineer shall deem it necessary, to engage technical consultants to assist him in the performance of any inspection or supervision which technical consultants, if engaged, the costs associated with engaging any technical consultants shall be invoiced by the Municipality to the Developer and the total costs shall be paid by the Developer.

MUNICIPAL ENGINEER ORDERS

52. If the Municipal Engineer is not satisfied that installation, construction, maintenance or repair of the Site Development Works is being done in accordance with the approved plans and specifications or in accordance with good engineering practice, the Municipal Engineer may stop the Site Development Works for any length of time until he is so satisfied; and, if the

Municipal Engineer deems that the Site Development Works is not proceeding in a proper manner, he may stop the Site Development Works and require that another contractor be placed on the job to complete the Site Development Works and all costs incurred by the Municipality in so doing shall be paid by the Developer forthwith upon demand by the Municipality.

REMEDIES

53. In addition to any other remedy, which the Municipality may have for breach of this Agreement, the Municipality, at its option, may:

- 53.1 Enter and re-enter the Land and undertaken and complete any part of all of the Site Development Works and the On-Site Facilities in respect of which there has been a breach, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the owner of the Land from time to time;
- 53.2 Make any payment, which ought to have been made by the owner of the Land from time to time and recover the amount thereof from such owner; and
- 53.3 Do any other thing required of the owner of the Land from time to time and recover the cost of so doing from such owner;

provided that the Municipality shall give at least five (5) days prior notice, except in cases of the Site Development Works not functioning or not functioning properly, such that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Land by the Municipality or the doing of anything by the Municipality as authorized by this section 53 shall be as agent for the owner of the Land; and the Developer covenants and agrees for itself for subsequent owners of the Land and that neither it nor they nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 53 by the Municipality.

COURT ACTION

54. In addition to any other remedy which the Municipality may have for breach of or default under this Agreement, the Municipality may bring an action to restrain or to compel specific performance of all or any part of this Agreement and for damages.

BUILDING PERMIT REMEDY

55. In addition to any other remedy which the Municipality may have against the Developer for breach of or default under this Agreement, the Municipality may refuse or revoke any building permit or permits that have been granted to the Developer or to any other person, provided such other person has not commenced construction, and may refuse to issue any further building permits until the Developer's breach or default has been rectified.

REALIZING SECURITY

56. In addition to any other remedy which the Municipality may have against the Developer for breach of or default under this Agreement, after first giving five (5) days' notice of such breach or default to the Developer, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Municipality from the Developer under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Developer upon final acceptance of the Site Development Works as contemplated by section 48 of this Agreement; but, if there is a deficiency, the same shall be recoverable in full from the Developer forthwith upon demand.

CALL ON LETTER OF CREDIT

57. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 39 hereof will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Developer's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Developer.

REPLACEMENT OF LETTER OF CREDIT

58. Where any payment is demanded or made under the Letter of Credit, the Developer shall forthwith cause a new Letter of Credit to be issued to reinstate the amount secured by such Letter of Credit in the same amount as was available under the Letter of Credit prior to the demand or making of the payment thereunder.

UNIT GRADES

59. The Developer and any and all subsequent owners and occupiers of units or common element blocks shall, at all times, maintain or cause to be maintained the elevations and grades on all units and common element blocks as shown on the Phase 1 VLC Plan in accordance with the Grading Plan which has been approved in accordance with this Agreement.

SITE PLAN AGREEMENT

60. The Developer acknowledges and agrees that a site plan agreement shall be required for the Phase 1 VLC as set out in Schedule "M" attached hereto.

PARKLAND DEDICATION

61. The Parties agree that the Developer is to make a parkland dedication in connection with development of the Phase 1 VLC and future development (referred to as “**Future Development**”) beyond the Phase 1 VLC and the following provisions shall apply:

61.1 The Parties acknowledge that the Developer shall convey to the Municipality one (1) acre of land for park purposes, specifically the Civic Square which conveyance shall be deferred to Phase 2;

DEVELOPMENT CONTROL FOR DWELLINGS

62. As a condition of the development or redevelopment of any of units 1 to 69, inclusive, as shown on the Phase 1 VLC Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:

62.1 The owner of each unit shall provide and maintain a paved parking area on the unit and a paved driveway from the traveled portion of the private street from which access to the unit is permitted to such parking area on the unit;

62.2 The owner of each unit shall connect the dwelling to the private sanitary sewer P.D.C. located at the unit boundary line in accordance with the Municipality’s specification for sewer installations;

62.3 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private sanitary sewer P.D.C. located on the unit or at the unit boundary;

62.4 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private storm sewer P.D.C. provided for the unit but such owner may discharge sump pump effluent to such storm sewer P.D.C.;

62.5 The owner of each unit shall maintain that portion of the private common element street from which access to the unit is available between the unit boundary line and the traveled portion of the private street;

62.6 The owner of each unit shall affix and maintain their assigned municipal street number to the main dwelling on the unit, a minimum of 12.7 centimetres in height and clearly visible from the private common element street, all in accordance with the Municipality’s municipal addressing policies;

62.7 Before the development or re-development of each unit, the owner of the unit shall prepare and submit to the Municipality for approval, a detailed site plan prepared by an Ontario Land Surveyor, showing the location and dimensions of all buildings and structures to be erected upon the unit for review and approval of the Municipality;

- 62.8 The owner of each unit shall submit to the Municipality for approval, with the site plan referred to in section 62.7 above, a Unit Grading Plan issued by an Ontario Land Surveyor or qualified Professional Engineer identifying the proposed grading and appurtenant drainage works. The Unit Grading Plan is to be stamped by the Developer's Engineers certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this Agreement";
- 62.9 The owner of each unit shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and that the final footing elevations are in conformity with the site plan referred to in section 62.7; and, in the case of dwelling units which are not fully detached dwellings, no framing inspection may requested until such interim certificate has been provided;
- 62.10 Within thirty (30) days after completion of the development or re-development of a unit the owner of such unit shall provide to the Municipality a Final Grading Certificate prepared the Developer's Engineers that includes a certification that the unit grades and the location of all structures then on such unit are in conformity with the site plan referred to in section 62.7 above;
- 62.11 The owner of each unit shall not alter the finally certified Grades and/or the Grading Pattern for the occupied unit; and
- 62.12 The owner of each unit shall maintain in good repair any walls, fences or hedges located on the unit and any other suitable ground cover located on the unit to provide adequate landscaping of the unit and to provide protection to adjoining properties.

MAINTENANCE OF UNITS

63. The facilities and works required by section 62 shall be provided and maintained by the owner of each unit from time to time at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of section 446 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

BUILDING PERMITS

64. The Developer shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any unit shown on the Phase 1 VLC Plan and no building permit for the development or redevelopment of any unit as shown on the Phase 1 VLC Plan shall be issued until:

- 64.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 44; and
- 64.2 The site plan referred to in section 62.7 and the unit grading plan referred to in section 62.8 have been approved by the Municipality.

PREMATURE APPLICATIONS FOR BUILDING PERMIT

65. Notwithstanding the foregoing restriction respecting the application for building permits and the issuance thereof contained in section 64, premature building permits for up to a total five (5) dwelling units in the aggregate may be available to the Developer, or persons claiming title from it, once the Municipal Engineer has issued the Authorization to Commence Work as contemplated by section 29; and any such premature building permit will only be issued before the issuance of the Interim Certificate of Provisional Acceptance:

- 65.1 if the applicant for the building permit is the registered owner of the unit for which the permit is sought, or if the registered owner of such unit joins with the applicant for such building permit in the undertaking referred in section 65.2, and
- 65.2 if the applicant for the building permit, together with the registered owner of the unit if the registered owner is not the applicant, undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not be given until the Interim Certificate of Provisional Acceptance is issued by the Municipal Engineer;

and, in connection with the undertaking referred to in section 65.2, the applicant for a premature building permit shall deposit with the Municipality the sum of TWO THOUSAND (\$2,000.00) DOLLARS as set out in the Municipality's Rates and Charges By-law and as may be amended or replaced from time to time for each such application for a building permit which deposit shall be forfeited if there is a breach of such undertaking, which forfeiture shall be in addition to any and all other remedies which may be available to the Municipality; and, if there is no breach of such undertaking, the TWO THOUSAND (\$2,000.00) DOLLARS deposit shall be returned to the applicant for the building permit after the issuance of the Interim Certificate of Provisional Acceptance as contemplated by section 44. Occupancy of the dwelling subject to the premature building permit will not be given until an Interim Completion Certificate of Provisional Acceptance of the Site Development Works has been issued.

MAINTENANCE OF PRIVATE STREETS

66. If a premature building permit is issued before the Interim Certificate of Conditional Acceptance is issued by the Municipal Engineer, the Developer shall maintain a granular base for the common element private streets in a well-graded dust and mud-free condition fit for normal traffic at all times and will erect street signs and traffic and speed limit signs as required by the Municipal Engineer.

COST OF SITE DEVELOPMENT WORKS

67. The Developer, when selling any units on the Phase 1 VLC Plan shall include in the price thereof the costs of the Site Development Works in order that a purchaser shall not be required to pay any of the cost thereof over and above the purchase price paid to the Developer for the said unit save and except the payment of development charges or Municipal Act rates which may be required to be paid to the Municipality by third party purchasers from the Developer in accordance with and as contemplated in section 38 of this Agreement.

COVENANT OF PURCHASERS

68. The Developer shall not accept any offer to purchase any unit within the Phase 1 VLC Plan unless the Developer has given to such offeror, prior to the making of such offer, written notice about section 62 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Developer shall prior to transferring any part of the Land register notice of the section 62 requirements under this Agreement by way of registered restrictions on title to the Land which shall run with the Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Land.

PRIVATE STREET NAMES

69. The Developer is advised that it is not to name the private common element streets within the Phase 1 VLC Plan and the Developer agrees to accept the designation by the Clerk of municipal numbers for the units on the Phase 1 VLC Plan.

PROPERTY TAXES AND RELATED ASSESSMENTS

70. The Developer shall pay all taxes, including all water rates and storm and sanitary sewer rates and assessments, levied on the Land in accordance with the assessment thereof until the Land has been assessed according to the Phase 1 VLC Plan, after which, the Developer shall pay the taxes levied on any and all units which the Developer continues to own. If there are any existing local improvements or other rates or charges in respect of the Land, including any that relate to the construction, maintenance and repair of municipal drains, the Developer shall commute and repay same within ten (10) days after the execution and delivery of this Agreement by the Municipality.

MUNICIPAL COSTS

71. The Developer agrees to pay to the Municipality its reasonable costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the reasonable cost of administration, supervision and all other work and services required by the Municipality in connection with this Agreement and the following provisions apply:

71.1 The Municipality shall be entitled to be reimbursed for its actual reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work or services required by

this Agreement in the amount of \$57,147.32 plus HST, representing payment of the Municipality for the costs incurred up to and including October 31, 2021.

- 71.2 On and after October 31, 2021 the Municipality shall be entitled to be reimbursed for its actual reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work or services required by this Agreement, including the negotiations leading to and the preparation of any agreements, including this Agreement, costs of dealing with questions, complaints and other communications as set out in section 72 below and costs arising out of the realization upon any security given thereunder.
- 71.3 The Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Land, including negotiation and preparation of any agreements, including this Agreement, the completion of all work required by any such agreements, including this Agreement, and the realization upon any security given thereunder.
- 71.4 The hourly rates to be charged by the Municipality for its staff as contemplated by section 71.2 shall be established by resolution of the Municipal Council from time to time.
- 71.5 The Municipality may issue invoices to the Developer, from time to time, for its expenses and for the time of its staff and the Developer shall pay the same forthwith.

COMPLAINT PROCEDURE

72. The Parties acknowledge that from the time when the Land is rough graded as contemplated by section 28 above, during construction and installation of the Site Development Works in accordance with this Agreement and until final acceptance of the Site Development Works, as contemplated by section 48 of this Agreement, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Site Development Works and about the maintenance of the Land, private common element streets and pedestrian walks within the Land as required by section 31 above and about matters related to building construction on and development of the Land. The Parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Developer's Engineers for response and resolution. The Parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Developer as part of the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 71 above.

OUTSTANDING INVOICE PAYMENTS

73. Concurrently with the Developer's execution of this Agreement, the Developer shall pay to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement incurred or arising up to the time of the execution of this Agreement.

RIGHT TO CONTEST MUNICIPALITY'S COSTS

74. The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to section 71 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Developer has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a court of competent jurisdiction and the Developer shall indemnify the Municipality, on a Solicitor and his own Client basis for all costs or expenses incurred by the Municipality in connection with such determination.

PUBLIC SCHOOL ACCOMMODATION

75. The Developer agrees that the following notice be included in each sale agreement for the sale of the Units in the Phase 1 VLC Plan:

PUBLIC SCHOOLS: The construction of additional public school accommodation is dependent on funding approval from the Ontario Ministry of Education; therefore the subject property may be designated as part of a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.

HAZARDOUS MATERIAL

76. The Developer represents and warrants to the Municipality that a detailed soils investigation of the Land has been undertaken by a qualified geotechnical engineer and that no hazardous material has been identified on the Land; and the Developer agrees that, in the event that any hazardous material is encountered as the construction and installation of the Site Works progresses, the Developer shall forthwith notify the Municipal Engineer and the MECP in writing and shall remove any hazardous material at a time and in a manner to the satisfaction of the Municipal Engineer and the MECP.

NOISE WARNING AND ATTENUATION MEASURES

77. The Developer shall implement all of the recommendations and warning clauses set out in the approved noise and vibration study entitled Noise and Vibration Feasibility Study (Proposed Unity Square Residential Development) by HGC Engineering dated June 16, 2021 and shall take all steps necessary to ensure that any noise and vibration attenuation measures required to meet all applicable regulatory requirements of Governmental Authorities shall be undertaken and implemented.

- 77.1 The Developer agrees that warning clauses relating to noise and vibration shall be included in each sale and/or tenancy agreement for the sale and/or use and/or rental of any dwelling units:
- 77.1.1.1 Subject to anticipated traffic sound level exceedances (Type A warning clause);
 - 77.1.1.2 Requiring central air conditioning systems or alternative means of ventilation (Type B warning clause);
 - 77.1.1.3 Located within 300 m of the CN rail line (Type 'C' warning clause);
 - 77.1.1.4 Identified as being subject to the stationary noise source (Masterfeeds) (Type 'D' and 'E' warning clause);
 - 77.1.1.5 Identified as being located within a Class 4 designated lands given the proximity to a noise generating source (Masterfeeds) and the noise limits are greater than other properties within the Municipality.
- 77.2 The Developer shall have a Professional Engineer in good standing qualified to perform acoustical services in the Province of Ontario review the detailed architectural drawings, including but not limited to the floor plans and building elevations, prior to the submission of any building permit and shall provide with the building permit, a letter prepared by the accredited acoustical consultant certifying that all the acoustical requirements have been or are being met to the satisfaction of the Municipality, acting reasonably.
- 77.3 The Developer shall have a Professional Engineer in good standing qualified to perform acoustical services in the Province of Ontario certify that all required sound control measures have been properly installed and constructed including but not limited to confirming that the appropriate noise assessment has been completed to confirm anticipated noise levels prior to occupancy of any dwelling.

78. The Developer is required to provide air conditioning units for each of the townhouse dwelling units within the Phase 1 VLC. The window or through-the-wall air conditioning units are to be installed in accordance with the Noise and Vibration Feasibility Study prepared by HGC Engineering dated June 16, 2021. The Developer shall:

- 78.1 confirm that the air conditioner units have a maximum 58 dba sound rating in accordance with the Air Conditioner Noise Study prepared by HGC Engineering, dated June 16, 2021; and

- 78.2 undertake in a manner to the satisfaction of the Municipality to provide acoustical measurements for the Air Conditioning condensing units associated with the townhouse blocks facing the two common outdoor amenity spaces.

ROAD IMPROVEMENTS

79. Prior to the issuance of any building permits the Developer shall pay 25% of the costs associated with the County Road improvements up to a maximum of Forty Thousand Dollars (\$40,000) plus HST specifically for the intersection improvements at Glendon Drive and Tunks Lane required for the development of the Lands.

80. Prior to the issuance of any building permits the Developer shall pay to the Municipality an amount of Three Hundred and Twelve Thousand Dollars (\$312,000) plus HST to the Municipality associated with the costs to upgrade Railway Avenue and Tunks Lane to a standard urban cross-section along the entire frontage of the Lands. This amount represents a full and final payment for all road upgrades / improvements required as a result of the development of the Land.

WASTE MANAGEMENT

81. The Developer agrees that any Municipal waste management on the Phase 1 VLC shall be in accordance with the Waste Management Plan prepared by Waste Management and Design for Happiness and submitted April 2020 and updated January 2021.

82. The Developer agrees that the development of the Phase 1 VLC shall be substantially in accordance with the following plans, recommendations and reports:

- 82.1 Site Plan by prepared by Stantec dated July 14, 2021;
- 82.2 Traffic Circulation Plan prepared by Stantec dated August 28, 2020
- 82.3 Elevations by DFH, Lloyd Vermeer dated April 8, 2020 and received July 26, 2021;
- 82.4 Site Sections prepared by DFH, Adrian Dyer dated April 8, 2020;
- 82.5 Landscape Plan prepared by Stantec dated June 10, 2021;
- 82.6 Photometric Plan prepared by Stantec dated April 15, 2021;
- 82.7 Engineering Plans (Grading and Servicing) prepared by Stantec dated June 10, 2021;
- 82.8 Engineering Reports and Servicing dated September 22, 2019, last Site Plan Date: June 10, 2021, Last Civil Set Date: June 10, 2021, Last Grading Plan Date: October 15, 2021 and Stormwater Management Date: May 15, 2020;

82.9 Noise and Vibration Feasibility Study, Proposed Unity Square Residential Development, prepared by HGC Engineering dated June 16, 2021; and,

82.10 Air Conditioner Noise Study by HGC Engineering dated June 16, 2021.

PERMANENT ACCESS CIVIC SQUARE

83. The Developer shall provide permanent public pedestrian access, easement and right of way acceptable to the Municipality to the Civic Square including but not limited to direct access between the Komoka Wellness Centre and the Civic Square and the Civic Square and Railway Avenue and such access shall be provided to the satisfaction of the Municipality, acting reasonably, in the area identified in the diagrams below, through the provision of an easement in gross.

The Developer acknowledges and agrees to the following:

- 83.1 That the purpose of the Civic Square shall be for public events and dedicated for public use and requires permanent public pedestrian access routes in the general locations identified in the figures for Phase 1 and Phase 2 below in this section 83;
- 83.2 The permanent public pedestrian access shall be laid out as an easement in the nature of a right of way on a reference plan of survey prepared by a qualified Ontario Land Surveyor at the Developers expense and approved by the Municipality prior to its deposit in the Land Office (the “**Public Access Easement**”) and shall be in the location set out on the survey dated October 19, 2021 and attached as Schedule “O”;
- 83.3 The Public Access Easement shall be on terms acceptable to the Municipality, acting reasonably and registered prior to the registration of the Vacant Land Condominium Declaration;
- 83.4 The Developer shall cause its solicitor to provide an undertaking to the Municipality in the form set out in Schedule “P” contemporaneously with the execution of this Agreement to ensure the registration of the Public Access Easement prior to the registration of the Vacant Land Condominium Declaration.
- 83.5 The Developer agrees that the following warning clause advising of the existence of the Public Access Easement shall be included in each sale and/or tenancy agreement for the sale and/or use and/or rental of any dwelling units,

A permanent public pedestrian access route has been provided to allow the general public access from Railway Avenue to the Civic Square and from the Komoka Wellness Centre to the Civic Square. The purpose of the permanent public pedestrian access route is to ensure public access and use at all times to the Civic Square.

PARKING

84. Any parking spaces that are considered to be undersized and particularly those parking spaces relating to units 6, 15, 16, 25, 36, and 45 shall be deemed to be small parking spaces. The Developer agrees that a notice shall be included in each sale agreement with a small parking space advising that the parking space(s) are not of a sufficient size to accommodate a full-sized vehicle and only small sized vehicles are permitted to utilize these parking spaces.

85. The Developer acknowledges and agrees that the parking provided may be deficient as it relates to the entire development of the Land. The Parties agree that in future phasing of the development to consider, if required, entering into an agreement whereby parking may be shared with the Municipally owned lands to the south and as part of the shared parking the Development has agreed to fund the construction of new parking spaces in close proximity to the entrance of the Wellness Centre building (the “**Wellness Parking**”) situated on the Municipally owned land to the south of the DFH Land. Any Wellness Parking provided on Wellness Centre lands will satisfy DFH’s parking requirements for future phases to be developed.

CONFLICT OF REQUIREMENTS

86. In the event of a conflict between the requirements of the Municipality and those of any regulatory body, those of the regulatory body shall prevail unless the requirements of the Municipality are more demanding, in which case the Municipality’s requirements shall prevail; and, in the event of any dispute as to which are more demanding, the Municipal Engineer’s decision shall be final and binding as between the Developer and the Municipality.

EXPENSE OF DEVELOPER

87. Every provision of this Agreement by which the Developer is obliged in any way shall be deemed to include the words “at the sole cost and expense of the Developer” unless the context explicitly states otherwise.

INTEREST AND LIENS

88. In the event that there are monies due from the Developer to the Municipality which have not been paid on or before the date on which such monies are due, interest shall be payable on the amount due at the rate of one and one quarter (1¼%) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date on which such monies were due and the amount due together with interest thereon shall constitute a debt to the Municipality and priority lien owing to the Municipality.

ESTOPPEL

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

BY-LAWS BINDING

90. Notwithstanding any provisions of this Agreement, the Developer and all persons taking title to the Land from it shall be subject to all of the by-laws of the Municipality.

TIME OF ESSENCE

91. Time shall be of the essence hereof in all respects but the Municipality may by notice in writing to the Developer waive any default of the Developer on such terms and conditions as the Municipality may determine, provided that the right of the Municipality to require strict performance by the Developer of any and all obligations imposed by the Developer hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

GIVING OF NOTICE

92. Any notice, request, order, demand, certificate or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below:

For the Developer:

Design For Happiness (DFH) Inc.

Ken Stuart and Nick Prigioniero

Chief Operating Officer and Chief Executive Officer

21951 Vanneck Road

Middlesex Centre, Ontario, N0N 2A0

Email: ken@designforhappiness.ca
nick@designforhappiness.ca

Tel: Ken at 519-777-9779
Nick at 519-933-9950

For the Municipality:

Municipality of Middlesex Centre,

R.R. #2, 10227 Ilderton Road,

ILDERTON, Ontario N0M 2A0

Attention: James Hutson, Municipal Clerk

Email: hutson@middlesexcentre.on.ca

Tel: 519.666.0190 ext. 225

or such other address as may be furnished by such person, and shall be deemed effective, four (4) business days after the date of mailing thereof unless postal employees at the point of

mailing or at the point of delivery are on strike at any time during the four (4) business days following the time of mailing, in which event it shall be effective when delivered to the addressee.

COST OF SITE EXTERNAL WORKS

93. The Developer, when selling any units on the Phase 1 VLC Plan shall include in the price thereof the costs of the Site Development Works in order that a purchaser, not including the Builder, shall not be required to pay any of the cost thereof over and above the purchase price paid to the Developer for the said unit save and except the payment of development charges or Municipal Act rates which may be required to be paid to the Municipality by third party purchasers from the Developer in accordance with and as contemplated in section 33 of this Agreement.

ASSIGNMENT

94. The Developer shall not assign this Agreement without the prior written consent of the Municipality which consent is not to be unreasonably withheld by the Municipality provided that any such assignee executes an agreement assuming the obligations of the Developer under this Agreement in a form satisfactory to the Municipality's Solicitor.

SEVERABILITY

95. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires* the Municipality; then, such provision shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

NUMBER AND GENDER

96. In this Agreement, unless the contrary intention appears, words importing only the singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender; and if there are more Developers than one, the covenants of such Developers shall be joint and several.

INTERPRETATION

97. The captions, titles and headings in this Agreement are inserted for convenience of reference only and do not define, limit or enlarge the scope, meaning or intent of any provisions.

BINDING

98. The covenants, agreements, conditions and undertakings herein contained on the part of the Developer shall run with the Land and shall be binding upon the Developer and upon its successors and assigns, as owners and occupiers of the Land. From and after registration of a Phase 1 VLC Plan on all or any part of the Land, under the *Condominium Act, 1998*, as may be amended or substituted from time to time, for the purposes of this agreement, "successors and

assigns, as owners and occupiers of the Land” shall mean unit owners, as successor owners and occupiers of the Land by virtue of their ownership of unit(s), together with their appurtenant undivided interest as tenants in common of the common elements shown on the Phase 1 VLC Plan and the condominium corporation created by the registration of the Phase 1 VLC Plan, which corporation has responsibility for management of the property and the assets of the condominium corporation on behalf of unit owners, including the common elements. This Agreement shall enure to the benefit of the Municipality and its successors and assigns.

(One Signature Page to Follow)

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers duly authorized in that behalf.

DESIGN FOR HAPPINESS (DFH) INC.

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____

Aina DeViet - Mayor

Per: _____

Jason Hutson - Clerk

I/We have the authority to bind the corporation.

Approved and authorized by By-law No. 2021-XX enacted the XX day of November, 2021.

LIST OF SCHEDULES

Schedule "A" – The Land

Schedule "B" – Draft Plan of Phase 1 Vacant Land Condominium

Schedule "C" – Encumbrances

Schedule "D" – Solicitor's Opinion

Schedule "E" – Solicitor's Opinion for Utilities Easements

Schedule "F" - Site Development Works

Schedule "G" – Servicing Plan and Servicing Construction Plans

Schedule "H" - Undertaking and Agreement by Developer's Engineers

Schedule "I" – Homeowner's Package Form

Schedule "J" – Irrevocable Letter of Credit Format

Schedule "K" - Interim Certificate of Completion of Works

Schedule "L" – Certificate of Completion of Works

Schedule "M" – Site Plan Details / Requirements

Schedule "N" - SDWA Notification

Schedule "O" – Public Easement Survey

Schedule "P" - Solicitor's Undertaking Permanent Pedestrian Access

SCHEDULE "A"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

PROPERTY

Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex

Being Part of PIN 09664-0591

SCHEDULE "B"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SURVEY PLAN OF VACANT LAND CONDOMINIUM

SEE NEXT PAGE

SCHEDULE "C"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

ENCUMBRANCES

PART 1 PERMITTED ENCUMBRANCES

Any registration in favour of the Municipality of Middlesex Centre.

Any easements or agreements required by the parties in connection with the development as agreed to by the parties including but not limited to the permanent public access to the Civic Square identified in section 83 of the Agreement.

Any future financing for construction on the Lands.

PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

DFH financing with postponement to the Phase 1 VLC Agreement, Declaration, Development Agreement or as required by bank.

SCHEDULE "D"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SOLICITOR'S OPINION

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex

Being Part of PIN 09664-0591

Re: Vacant Land Condominium Agreement between DFH Properties Limited and the Municipality of Middlesex Centre dated the ____ day of November 2021 pertaining to the Property (the "Site Development Agreement")

Re: The Plan of Condominium registered on the Property, being Plan 33M-_____ hereinafter the "Site Development Plan"

For the sum of ten dollars (\$10.00) and other good and valuable consideration I certify that I am a solicitor authorized to practice in Ontario and provide my solicitor's opinion as follows:

Development Agreement Registration

As at the date of signing of the Site Development Agreement and as of the date of registration of the Site Development Agreement against the Property, DFH Properties Limited is the owner in fee simple of the Property free and clear of all liens and encumbrances save and except for:

Any registration in favour of the Municipality of Middlesex Centre

There were no other registered interests having any interest in the Property as mortgagee, tenant, easement holder or other encumbrancer at the date of registration of the Site Development Agreement against the Property.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Easements transferred to the Municipality

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____ , designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 2019 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____ , designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 2019 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL EASEMENTS REQUIRED UNDER PARAGRAPH 29 OF THIS DEVELOPMENT AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Transfers in Fee Simple to the Municipality

A good and valid Transfer of :

The lands necessary to ensure that Railway Avenue is a width of **TBD** from the centreline of Railway Avenue;

Block **XX** and Block **XX**, being walkway blocks, as shown on the Site Development Plan

has been registered on the ___ day of **XX**, 2021 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre.

It is my solicitor's opinion that the Municipality of Middlesex Centre is the owner in fee simple of said Blocks x through x inclusive, and Lots x on Registered Plan _____ , free and clear of all liens and encumbrances save and except any existing registrations in favour of the Municipality of Middlesex Centre.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL TRANSFERS REQUIRED UNDER PARAGRAPH 35 OF THIS DEVELOPMENT AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Enclosures:

Copy of receipted Site Development Agreement registered as ER_____.

Copy of receipted Easement registered as ER_____.

Copy of Transfer of Blocks x through x, inclusive, registered as ER_____.

SCHEDULE "E"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this 25th day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SOLICITOR'S OPINION

FOR UTILITIES' EASEMENTS

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Vacant Land Condominium Agreement between DFH Properties Limited and the Municipality of Middlesex Centre dated the ____ day of November 2021 pertaining to the Property (the "Site Development Agreement")

Easements transferred to a Utility

A good and valid _____ Easement over Part of Lots _____ on Registered Plan _____, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ____ day of _____, 2019 as Instrument No. ER _____ in favour of (Name of Utility). It is my solicitor's opinion that of (Name of Utility) has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances save and except any registrations in favour of the Municipality of Middlesex Centre.

SCHEDULE "F"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SITE DEVELOPMENT WORKS

1. For the purposes of the Vacant Land Condominium Agreement to which this Schedule "F" is attached, including all other Schedules attached to such Vacant Land Condominium Agreement, the following form part of such Vacant Land Condominium Agreement:

- 1.1 Title of Plan or Drawing: Landscape Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: Haley Sadler
Author's Project No.: 161413790
Drawing or Sheet Number: L-1
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex, Being Part of PIN 09664-0591
- 1.2 Title of Plan or Drawing: Landscape Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: Haley Sadler
Author's Project No.: 161413790
Drawing or Sheet Number: L-2

Date of Plan or Drawing:
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex, Being Part of PIN 09664-0591

- 1.3 Title of Plan or Drawing: Landscape Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: Haley Sadler
Author's Project No.: 161413790
Drawing or Sheet Number: L-3
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex, Being Part of PIN 09664-0591
- 1.4 Title of Plan or Drawing: Site Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 1
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex, Being Part of PIN 09664-0591
- 1.5 Title of Plan or Drawing: Photometric Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: G. Prgesa
Author's Project No.: 161413790
Drawing or Sheet Number: PH-1
Date of Plan or Drawing: April 15, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex, Being Part of PIN 09664-0591
- 1.6 Title of Plan or Drawing: Photometric Plan
For Whom Prepared: design for happiness

Author of Plan or Drawing; Stantec
Sealed by: G. Prgesa
Author's Project No.: 161413790
Drawing or Sheet Number: PH-2
Date of Plan or Drawing: April 15, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591

1.7 Title of Plan or Drawing: Servicing Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 1 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591

1.8 Title of Plan or Drawing: Servicing Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 2 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591

1.9 Title of Plan or Drawing: Grading Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 3 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being

Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591

- 1.10 Title of Plan or Drawing: Grading Plan
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 4 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591
- 1.11 Title of Plan or Drawing: Notes & Details
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 5 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591
- 1.12 Title of Plan or Drawing: Notes & Details
For Whom Prepared: design for happiness
Author of Plan or Drawing; Stantec
Sealed by: D. Vucetic
Author's Project No.: 161413790
Drawing or Sheet Number: 6 of 6
Date of Plan or Drawing: June 10, 2021
Date of Last Revision:
Legal Description; 2 Tunks Lane, Part of Lot 6, Concession 2, being
Part 4, Plan 33R-21081, Municipality of Middlesex Centre, County of Middlesex,
Being Part of PIN 09664-0591

To facilitate registration of such Vacant Land Condominium Agreement on title to the Land, photo reduced copies of the plans and drawings referred to above in this section 1 are provided in Schedule "G" attached to such Vacant Land Condominium Agreement; full-scale originals of such plans and drawings are maintained by the Municipality and

are available from the Municipality for viewing upon request during the Municipality's normal business hours.

RELIANCE ON SERVICING PLANS

2. The Developer acknowledges and agrees that:
 - 2.1 the Servicing Plans may be reproduced for attachment to the Agreement to which this Schedule "F" is attached;
 - 2.2 the Servicing Plans have been and may continue to be relied upon by the Municipality, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority and Her Majesty the Queen in right of the Province of Ontario as represented by the MECP; and
 - 2.3 the Servicing Plans may be relied upon by any person who deals with the Land after the Agreement to which this Schedule "F" is attached has been registered on the title to the Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

PLANS AND DRAWINGS LISTED IN SCHEDULE "F"

3. The approval of the plans and drawings listed in section 1 above (herein referred to as the "**Servicing Plans**"), together with the general specifications in this Schedule "F" shall in no way be construed as limiting or in any restricting the discretion given to the Municipal Engineer to approve or amend the final materials submitted by the Developer for such purposes nor as limiting or restricting the discretion given the MECP or the Conservation Authority with respect to the approvals required of them in connection with the Site Development Works to be constructed, installed, maintained and repaired by the Developer in accordance herewith.

GRADING PLAN, GENERAL SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

4. The Site Development Works are comprised of the private road work and services
 - 4.1 which are identified on the Servicing Plans, and
 - 4.2 which are located on the Land, and
 - 4.3 which are to be designed and constructed by the Developer in accordance with the Servicing Plans and in accordance with current guidelines and standards prescribed by the Municipality.
5. For greater certainty the Parties agree that water service laterals from watermains to the Land or private drain connections from sanitary sewers to the Land are to be regarded as Site Development Works.

REQUIREMENTS FOR PRIVATE ROADS AND SERVICES

6. All private roads and services specified herein shall be designed and constructed in accordance with the Servicing Plans and in accordance with the current guidelines and standards prescribed by the Municipality.

PRIVATE COMMON ELEMENT STREETS

7. The Developer shall construct and install the common element parking area, as shown on the Servicing Plans, with granular base and asphalt payment and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality and as otherwise required by the Municipal Engineer. Municipal standards are to serve as a minimum; however, road designs as prepared by the Developer's Geotechnical Engineer exceeding these standards shall be acceptable to the Municipality.

COMMON ELEMENT PARKING AREA

8. The Developer shall construct and install the common element parking area, as shown on the Servicing Plans, with granular base and asphalt payment and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality and as otherwise required by the Municipal Engineer. The Developer will provide 16 parking spaces on the Common Elements designated for visitors lined with appropriate signage approved by the Municipal Engineer.

STREET SIGNS AND TRAFFIC SIGNS

9. The Developer shall provide street signs and traffic signs at every common element street intersection as shown on the Phase 1 VLC Plan. Street signs shall have double-sided, reflective name plates. The type and method of installation shall be in accordance with specifications of the Municipality and as otherwise required by the Municipal Engineer.

STORMWATER MANAGEMENT PLAN

10. The Developer shall satisfy the requirements of section 35 of the Vacant Land Condominium Agreement to which this Schedule "F" is attached.

STORM DRAINAGE

11. The Developer shall install private storm sewers with appurtenances, catch basins and leads sufficient to drain the Land properly and to drain abutting real property, generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:

11.1 The Developer shall provide connections for any future storm sewers as may be required by the Municipal Engineer.

11.2 For the purpose of any drainage work that in the opinion of the Municipal Engineer is or may be required to furnish sufficient outlet for storm water or to

protect any natural watercourse, the Developer shall provide the Municipality with all easements across the Land.

- 11.3 Stormwater drainage shall be managed in a manner acceptable to and approved by the MECP, the Conservation Authority and the Municipality.
- 11.4 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and video cassette/disk for all storm sewers.
- 11.5 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.

12. The Developer shall construct and install the drainage works generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer.

13. The Developer shall install a minimum of two (2) sump pumps for all multi-use blocks to the satisfaction of the Municipal Engineer.

PRIVATE WATERMAINS

14. Developer shall construct and install private watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each unit boundary line generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer. In connection with such water works, the following provisions apply:

- 14.1 No connection of any such water works may be made to pre-existing private or water distribution systems without the prior written approval of the Municipal Engineer which approval shall not be given unless and until
 - 14.1.1 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been tested in accordance with, and are in compliance with, current Middlesex Centre and MECP Standards;
 - 14.1.2 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and MECP Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer; and
 - 14.1.3 such water works are in compliance with the *Safe Drinking Water Act* should the *Safe Drinking Water Act* apply to such water works as a non-municipal year-round residential drinking water system upon registration of the Condominium Plan in the Land Office.

- 14.2 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.
- 14.3 The Developer shall reimburse the Municipality for all related costs.
- 14.4 If the MECP requires registration of the common element water works as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act*, the Developer shall obtain such registration and maintain it in good standing with the MECP and shall provide to the Municipality:
 - 14.4.1 the *Safe Drinking Water Act* registration number;
 - 14.4.2 the identity of and contact information for the operator of the facility;
 - 14.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
 - 14.4.4 copies of any reports made to the MECP in accordance with the *Safe Drinking Water Act* of any adverse test results or problems with the common element water infrastructure.
 - 14.4.5 a copy of the notification provided to the MECP substantially in the form set out in Schedule "N" attached.

SANITARY SEWERS

15. The Developer shall construct and install a private sanitary sewer system, including private service connections to each unit as shown on the Condominium Plan, generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer, all in accordance with the plans and specifications approved by the Municipal Engineer and the MECP. In connection with the sanitary sewer work, the following provisions apply:

- 15.1 Accompanied with the Interim Certificate shall be a sewer video inspection report and video cassette/disk for private sanitary sewers on the Land.
- 15.2 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.
- 15.3 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer upon request by the Municipality. Failure to complete the flow monitoring required by this section in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Developer under section 71;

PRIVATE FIRE HYDRANTS

16. The Developer shall construct, install and locate fire hydrants generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer in accordance with the Municipality's standards. Such fire hydrants shall adhere to NFPA requirements as to colour coding of the hydrant ports utilizing TC-FHR Fire Hydrant Reflectors as required by the Municipal Engineer. The Developer shall complete flow testing of all such fire hydrants and complete inspections of such fire hydrants to ensure service of such fire hydrants with all costs, including third party costs, being at the sole expense of the Developer.

GRADING

17. All units and common element blocks as shown on the Phase 1 VLC Plan shall be graded to permit surface water to run off from all areas and from adjoining properties so as to reach either the private street gutters, municipal drains, ditches or natural water courses all in accordance with the plans to be submitted by the Developer and approved by the Municipality, MECP and the Conservation Authority.

PRIVATE STREET AND LANDSCAPING

18. The Developer shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod the portion of the private common element street lying between the unit boundary line of a unit and the curb, and plant a native (2" in diameter) tree or a tree of equivalent standard and found acceptable by the Municipal Engineer on the said common element street and also shall construct the portion of the driveway from the curb to the unit boundary line of each unit to the specifications of the Municipality. The Developer shall ensure that this work is done after the residential construction is completed and to the satisfaction of the Municipal Engineer.

19. The Developer shall construct landscaping features and trees as shown on the Landscape Plans to the satisfaction of the Municipal Engineer, acting reasonably.

20. The Developer shall be responsible for all maintenance of the landscaping features identified until such time as the condominium corporation takes sole responsibility from the Developer. For clarification purposes at no time shall the Municipality be responsible for any of the landscaping features.

21. The Developer acknowledges and agrees that the continuation of landscaping situated within the Municipal right-of-way shall at all times be the responsibility of the owner and/or future condominium corporation such responsibility includes but is not limited to general maintenance and upkeep in accordance with all Municipal policies, standards and guidelines. If at any time the Municipality is required to repair and/or maintain any of the infrastructure situated within the Municipal right-of-way resulting in the removal or any other impacts to the landscaping the Developer acknowledges and agrees that it understands and it shall ensure that the condominium corporation understands that the Municipality at no time shall be responsible for replacing any of the landscaping located in the Municipal right-of-way.

PRIVATE STREET LIGHTING

22. The Developer shall construct and install LED street lights generally as proposed on the Servicing Plans including the photometric plan and specifically as required by the Municipal Engineer.

PRIVATE COMMON ELEMENT FENCING

23. The Developer shall construct and install common element fencing generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer, acting reasonably, and the following provisions shall apply.

- 23.1 A 1.8 metre high wood fence shall be constructed, without any gates, adjacent to the west, side of the Land inclusive, as shown on the Phase 1 VLC Plan; such fence shall be either wood or some alternative form of security fencing as may be approved by the Municipal Engineer.

UTILITIES

24. The Developer shall arrange to have Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and such other utility companies as the Municipality may designate to design and install all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 34 of said Vacant Land Condominium Agreement to which this Schedule "C" is attached.

WATER SPRINGS

25. If at any course of time during the installation, construction and maintenance of the Site Development Works, surface or subsurface water springs are discovered within the Land, they are to be protected to the satisfaction of the Conservation Authority and the Ministry of Natural Resources.

PRIVATE SIDEWALKS

26. The Developer shall construct and install sidewalks to the Municipal minimum standards with regard to sidewalk requirements, as shown on the Servicing Plans to the satisfaction of the Municipal Engineer.

SCHEDULE "G"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

To facilitate registration of the Vacant Land Condominium Agreement to which this is attached, including all other Schedules attached to such Development Agreement, the following photo reduced copies of the Servicing Plans are provided in this Development Agreement. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar requires the removal of some or all of the following photo reduced copies of the plans and drawings in order for the Development Agreement to be registered, the Parties agree that such any photo reduced copies required to be removed by the Land Registrar may be removed from the registered copy of the Development Agreement.

SCHEDULE "H"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November, 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

UNDERTAKING AND AGREEMENT BY DEVELOPER'S ENGINEERS

TO: Municipality of Middlesex Centre

AND TO: **XX**

Consulting Engineers to the Municipality of Middlesex Centre

FROM: Stantec

600-171 Queen's Avenue, London ON N6A 5J7

Consulting Engineers to Design For Happiness (DFH) Inc.

Re: Vacant Land Condominium Agreement (the "**Vacant Land Condominium Agreement**") between Design For Happiness (DFH) Inc. and the Municipality of Middlesex Centre dated the **XX** day of November, 2021 pertaining to the Property being registered plan MVLC Plan No.

The undersigned hereby represents and warrants that the undersigned is a member in good standing of the Professional Engineers Ontario and that the undersigned has been retained by

DFH Properties Limited in connection with the Site Development Agreement and all works required thereby. As required by the Vacant Land Condominium Agreement the undersigned hereby undertakes to the Municipality and to its above mentioned consulting engineers as follows:

To design the Site Development Works in accordance with the current guidelines and standards prescribed by the Municipality;

- To prepare tenders for the construction of the Site Development Works;
- To assist the Developer to obtain all necessary approvals in connection therewith;
- To provide full-time supervision of all construction of any Site Development Works to be assumed by the Municipality or any external works within the municipal right-of-way;
- To provide full-time inspection of all private underground municipal services/plumbing (water, sanitary and storm) and part-time supervision of all construction of any above ground private Site Development Works;
- To inspect and supervise the Site Development Works during construction and installation in accordance with standard engineering practice for all site servicing and site work not assumed by the Municipality under the provisions of section 12.4 above;
- To prepare and maintain records in connection with the construction of such Site Development Works, and
- To prepare and furnish "record" drawings of the Site Development Works to be assumed by the Municipality and any external works completed within the municipal right-of-way.

The undersigned agrees that the undersigned will immediately advise the Municipality of Middlesex Centre and its above mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from DFH Properties Limited.

In connection with the Servicing Plans attached to the Site Development Agreement, Stantec hereby acknowledges and agrees that:

- That the Servicing Plans have been and may continue to be relied upon by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority, and Her Majesty the Queen in right of the Province of Ontario as represented by the Ministry of the Environment, Conservation and Parks in the normal course of their duties in connection with the approvals and permitting processes for the Site Development Agreement; and
- That the Servicing Plans may be relied upon by any person who deals with the Property after the Site Development Agreement has been registered on the title to the Property

and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

Executed the ____ day of ____, 2021

Stantec

Per:

Name:

Title: Principal

I have the authority to bind the corporation

SCHEDULE "I"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

HOMEOWNERS' PACKAGE FORMAT

SCHEDULE "J"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Letter of Credit No.

To: Municipality of Middlesex Centre

Pursuant to the request of our customer, Design for Happiness (DFH) Inc., the _____ Bank, at _____ Street in London hereby establishes in your favour an irrevocable letter of credit for any sum or sums not exceeding total of _____ which may be drawn on at sight by you in whole or in part at any time and from time to time by written demand for payment at the branch named above which demand we shall honour without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our said customer.

PROVIDED, that you are to deliver to the Bank at such time as a written demand for payment is made a certificate signed by your Clerk,

- (a) that the monies demanded pursuant to this Letter of Credit are to be expended, or,
- (b) that the monies demanded pursuant to the Letter of Credit have been expended

in respect to the whole or some of our customer's obligations under the Site Development Condominium Agreement between our customer and you dated the XX day of XX, 2021 and registered as instrument no. _____, as amended from time to time.

The amount of this Letter of Credit will be reduced from time to time as you may on notice in writing signed by the Clerk advise.

This Letter of Credit will continue up to and including the XX day of XX, 2021 subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date, unless at least sixty (60) days prior to the present or future expiration date, we deliver notice to you in writing that we elect not to consider this Letter of Credit to be renewable for any additional period.

Except as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision) International Chamber of Commerce, Publication No. 600.

DATED at London, Ontario, this ____ day of _____, 2021.

** Or in a form provided by the Lender and acceptable to the Municipality.

SCHEDULE "K"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

INTERIM CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the following services (hereinafter referred to as the "**Completed Services**") have been constructed and installed pursuant to and in accordance with the Vacant Land Condominium Agreement (hereinafter referred to as the "**Vacant Land Condominium Agreement**") dated the ___ day of _____, 2021 and registered as No. _____ on the ___ day of _____, 2021:

- (1) the underground services to be constructed and installed as part of the Site Development Works, as defined in the Vacant Land Condominium Agreement, have been completed;
- (2) all utilities to be constructed and installed as required by section 34 of the Vacant Land Condominium Agreement have been completed;
- (3) all street signs and regulatory signage to be constructed and installed as required by the Vacant Land Condominium Agreement have been completed;
- (4) all street lights to be constructed and installed as required by the Vacant Land Condominium Agreement have been completed and are fully operational; and
- (5) a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Site Development Works, as defined in the Vacant Land Condominium Agreement, has been completed;

I certify also that the Completed Services have been:

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the Municipality.

Finally, I certify that the value of the Completed Services is as follows:

The value of the Completed Services referred to in item 1. above is \$ _____

The value of the Completed Services referred to in item 2. above is \$ _____

The value of the Completed Services referred to in item 3. above is \$ _____

The value of the Completed Services referred to in item 4. above is \$ _____

The value of the Completed Services referred to in item 5. above is \$ _____

for a total value of \$ _____

Certified and delivered under my hand and professional seal this ____ day of _____, 202 ____.

Professional Engineer

SCHEDULE "L"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that all services to be constructed and installed as required by the Vacant Land Condominium Agreement dated the ____ day of **XX**, and registered as No. _____ on the ____ day of _____, 2021 have been completed; and I hereby certify that all such services have been:

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this ____ day of _____, 2021.

Professional Engineer

SCHEDULE "M"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Owner**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SITE PLAN DETAILS

Conditional Approval of Development and Site Plan

1. The Municipality approves the development and Site Plan in accordance with the plans and specifications attached hereto as Schedule "G", subject to the covenants in this Agreement. The Owner warrants and undertakes to complete the development of the Land in accordance with the Site Plan and the Easement Agreement, and that the Subject Land shall be used by the Owner and by any subsequent Owners and occupiers of the Land in accordance with and in conformity with the Site Plan Details set out in this Schedule "M".

Installation of Site Development Work

2. The Owner covenants to provide, construct, install and maintain the Site Development Work in accordance with this Agreement to the satisfaction of the Municipality. The Site Development Work shall be provided, constructed, installed and maintained by the Owner at absolutely no expense to the Municipality.

Responsibility and Cost of the Site Development Works

3. The Owner is responsible for one hundred percent (100%) of the total cost for completion of the Site Development Works. Every provision of this Schedule "M" and 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 defaults on any provision of this Agreement or this Schedule “M”, the provisions of the *Municipal Act, 2001* 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 and available in the *Municipal Act, 2001* to address the default.

Compliance with Law

4. The Owner shall:
 - a. Be one hundred percent (100%) responsible for ensuring that the installation and construction of the Site Development Works 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 said installation, construction or removal, 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.

Development Control

5. 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 its respective contractors and/or agents conform 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 default of this Agreement by the Owner.

Engineering Drawings

- b. To provide engineering drawings for approval by the Municipal Engineer, inclusive of detailed designs and specifications demonstrating details of all Site Development Works. 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 “G”

require amendment, such amendments shall be subject to the approval of the Municipal Engineer, in his/her sole and absolute discretion, and upon approval such plans and drawings shall form part of Schedule "G" to this Agreement where so agreed in writing by the Parties.

- c. The Owner shall provide to the Municipal Engineer "as constructed" drawings to the specifications and satisfaction of the Municipal Engineer, if required.

Restoration of Highways

- d. In the event that any highways of the Municipality or The Corporation of the County of Middlesex (the "**County**"), are affected or damaged by any Site Development Works installed or constructed, the Owner shall restore to their preconstruction condition at 100% its own cost to the satisfaction to the Municipality and or The Corporation of the County of Middlesex, as applicable.

Water Service

- e. To construct private watermain located on or under the Lands, private watermains, services and other appurtenances required to service the proposed development with municipal water and connect them to the municipal water pipes as set out and provided for in Schedule "G" and in accordance with the terms and conditions set out in this Agreement.

Sanitary Sewer Works

- f. To construct the private sanitary sewers located on or under the Lands, private sanitary sewer Site Development Works required to service the proposed development with municipal sanitary sewer services as set out and provided for in this Agreement including but not limited to Schedule "G". The Owner shall complete the works referred to in this section 5(f) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act , 2001* shall apply.

Stormwater Management and Municipal Drain Connection

- g. To connect, construct and install a stormwater management and drainage system on or under the Subject Lands as set out and provided for in this Agreement and Schedule "G". The Owner shall complete the Site Development Works referred to in this section 5(g) to the satisfaction of the Municipality and shall be responsible for one hundred percent (100%) of the total cost for completion of the works, failing which the provisions of the *Municipal Act , 2001* shall apply.

Grading of the Lands

- h. To confine all stormwater to the Lands and maintain appropriate grading in accordance with the requirements of this Agreement. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the Land, 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 the Owner's 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.

Location of Buildings

- i. The Owner agrees to construct all buildings in the locations shown on the Site Plan and in conformity with the regulations of the applicable Zoning By-law.

Fire Routes

- j. The Owner shall install at 100% its cost, all signage depicting any fire routes required by the Municipality.

Subject Landscaping and Boulevard Maintenance

- k. The Owner shall provide landscaping and grass cover on all areas of the Lands in accordance with the Landscape Plan that forms part of the Site Plan in Schedule "G". The Owner shall maintain that portion of road allowances between the lot line and the travelled portion of roads.

Exterior Lighting

- l. The Owner shall install necessary exterior lighting on the 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 at all times.

Open Storage

- m. The Owner shall not engage in any open storage. The Owner hereby acknowledges and agrees that open storage is not permitted at any time.

Fencing

- n. To install fencing on the Lands and surrounding areas in accordance with the provisions of this Agreement and the plans in Schedule "G" and as required by the Municipality and in compliance with the Municipality's by-law.

Property Maintenance and Garbage

- o. To maintain or cause to be maintained the Lands at all times in as neat and tidy a condition as is reasonably consistent with the development of the Lands pursuant to the Building Permit, including weed removal and grass cutting prior to and during the development, and after completion of the development. The Owner warrants to confine garbage storage containers to the existing location as shown on the Site Plan.

Additional Approvals and Amended Site Plan Control and Development Agreement

- p. To obtain any and all additional approvals from other government agencies or ministries as may be required prior to the issuance of building permits. The Owner warrants that in advance of constructing any future buildings and parking area, it shall submit an application to the Municipality for Site Plan Control approval and agrees to amend this Site Plan Control Agreement to reflect any new development particulars or uses of the Subject Lands.

Signs

- q. 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, and in accordance with the Site Plan. The owner acknowledges that portable signs are not permitted.

Maintenance of Site Development Works

- 6. The Owner covenants and agrees to maintain, at its sole risk and expense, all of the Site Development Works as provided for and set out in this Agreement including but not limited to Schedule "G". Such obligation does not apply to any works that 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 Site Development Works, the Owner will be in default of this Agreement and the Municipality may remedy the default as set out and provided for in this Agreement and this Schedule "M" of this Agreement.

Mud and Debris Clean-up; Dust Suppression

- 7. 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 stockpiles 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.

Timing for Completion

8. The Owner shall comply with the requirements of this Agreement within two (2) years from the date of issuance of a building permit that relates to the requirement. The Owner shall provide proof of completion of the Site Development Works to the satisfaction of the Municipality. 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 including but not limited to the certification contemplated in Schedules "K" and "L".
9. Upon failure of the Owner to complete the requirements of this Agreement within the said two (2) year period, such will constitute a default of this Agreement and the Municipality may proceed to remedy the default as set out in this Agreement.

Responsibility and Indemnity

10. The Owner expressly acknowledges and agrees that the development of the Lands, including the installation and construction of the Site Development Works, is entirely and solely at its own risk and expense without liability or responsibility of the Municipality. The indemnity set out in the Agreement shall apply to all work performed by the Owner under this Agreement.

Future Site Plans and Amending this Agreement

11. The Owner agrees to enter into such further or amended site plan control and development 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 Site Plan Control and Development Agreement to reflect any new development or uses on the Lands.

SCHEDULE "N"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

SDWA MECP NOTICE

Delivered by Email

insert date

To Whom it May Concern
Team Lead
Water and Wastewater Management
Safe Drinking Water Branch, MECP
40 St. Clair Avenue West, 2nd Floor
Toronto ON M4V 1L5

Dear ●:

Re: Middlesex Centre – Vacant Land Condominium Development
● *insert name of condominium*

We are writing to advise the Minister of Environment, Conservation and Parks ("**MECP**") of the following as it relates to the provisions of the *Safe Drinking Water Act*:

i. *date of registration of Declaration and brief description of the VLC*

ii. All of the water pipes providing drinking water to the DFH condominium development fall under the definition of "*plumbing*" for the purposes of the *Building Code Act*.

As plumbing under the provisions of the *Building Code Act* the non-municipal year round residential drinking water system is not required to be registered under the provisions of the *Safe Drinking Water Act* (“**SDWA**”). If the MECP requires any further information with respect to the non-municipal year round residential drinking water system we ask that you contact the undersigned.

Yours truly,

Design for Happiness Inc.

SCHEDULE "O"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this _____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

PUBLIC ACCESS EASEMENT SURVEY

SCHEDULE "P"

TO

THIS VACANT LAND CONDOMINIUM AGREEMENT made this ____ day of November 2021

B E T W E E N:

DESIGN FOR HAPPINESS (DFH) INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

UNDERTAKING AND ACKNOWLEDGEMENT

TO: Municipality of Middlesex Centre

AND TO: Paula Lombardi, Legal Counsel for Middlesex Centre

RE: Registration of Permanent Public Pedestrian Access to the Civic Square

The undersigned acknowledges and agrees, as legal counsel for its client, Design for Happiness (DFH) Inc., that in fulfillment of the requirement of section 83 of the Vacant Land Condominium Agreement to undertake the registration of the permanent public pedestrian access route from Railway Avenue to the Civic Square and from the Komoka Wellness Centre to the Civic Square as it relates to the lands subject to the Vacant Land Condominium Agreement dated November ____, 2021.

The undersigned undertakes to complete the registration of the permanent public pedestrian access route being the Public Access Easement in a form considered acceptable to the Municipality, acting reasonably, prior to the registration of the VLC Condominium Declaration and agrees to provide any further documents or written assurance as reasonably required in the future to implement this undertaking.

Dated at London, Ontario, this ____ day of _____, 20__

Elizabeth K. Cormier
Legal Counsel for Design for Happiness (DFH) Inc.