

THIS SUBDIVISION AGREEMENT made this \_\_\_\_ day of January 2022.

B E T W E E N:

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the “**Subdivider**”)

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 SUBDIVISION AGREEMENT made this \_\_\_\_ day of October 2021.

B E T W E E N:

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

**WHEREAS:**

- (a) The Subdivider is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Phase 3 Land**”);
- (b) The Subdivider wishes to subdivide the Phase 3 Land by means of a registered plan of subdivision and has made application to The Corporation of the County of Middlesex (hereinafter referred to as the “**County**”) therefor and has obtained draft plan approval for plan of subdivision from the County under the County’s File No. 39T-MC1401;
- (c) The decision to issue draft plan approval for the plan of subdivision from the County under County File No. 39T-MC1401 was issued on January 12, 2016 (the “**Decision**”) with Notice of the Decision being circulated on January 22, 2016;
- (d) The Subdivider wishes to subdivide the Phase 3 Land into fifty-seven (57) single detached residential lots, Blocks 60 and 61 for street facing townhome units, Block 62 for medium density residential purposes, Block 59 for the purposes of a park, Block 58 for a walkway, and Block 63 for the purpose of a reserve by means of a registered plan of subdivision (hereinafter referred to as the “**Phase 3 Plan**”) in the form of the photographic reduction thereof attached as SCHEDULE “B” hereto; and the Municipality, as a condition of its recommendation to the County that final approval be given to the Phase 3 Plan has required that this Agreement be entered into;

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- (e) The Municipality is prepared to enter into this Agreement with respect to the development of the Phase 3 Land on the basis of the terms and conditions of this Agreement;

**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 3 Plan and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Subdivider hereby covenants and agrees with the Municipality as follows:

#### **DEFINITIONS**

1. For the purposes of this Agreement the capitalized terms not otherwise defined herein shall have the meanings ascribed below:
  - 1.1 The “**2015 DAR**” means the Development Assessment Report prepared for Sifton Properties Ltd by Natural Resource Solutions Inc. under Project No. 1199, dated May 2014 and entitled “Development Assessment Report ‘Little Farm’ and ‘Bulk Farm’ Ilderton Ontario” together with the letter dated April 13, 2015 sent by a Natural Resource Solutions Inc. (Katharina Walton) to Monteith Brown Planning Consultants (Jay McGuffin)
  - 1.2 “**Conservation Authority**” shall mean the Upper Thames River Conservation Authority.
  - 1.3 The “**Municipal Engineer**” shall mean the Municipality’s Director of Public Works and Engineering and shall include his in-house or consulting engineer designate;
  - 1.4 A “**Phase**” shall mean a separate registered plan of subdivision approved by the County for the draft plan of subdivision approval given under the County’s File No. 39T-MC0401;
  - 1.5 The “**Phase 3 Plan**” shall mean the plan of subdivision prepared by AGM as Plan No. P-639 a photographic reduction of which is attached to this Agreement as SCHEDULE “B” to this Agreement;
  - 1.6 The “**Phase 3 Works**” shall mean the servicing work required of the Subdivider by this Agreement referred to in section 14 and more particularly described in Schedule “G” to this Agreement;
  - 1.7 The “**Servicing Plans**” shall mean the plans, drawing and notes identified in section 2 of Schedule “G” to this Agreement;
  - 1.8 The “**Subdivider’s Engineers**” shall mean the person or persons who are licensed to engage in the practise of professional engineering pursuant to the

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*Professional Engineers Act* and who has been appointed by the Subdivider for the purposes of this Agreement as required by section 14 of this Agreement;

- 1.9 A "**Stage**" of a Phase means a portion of the servicing works for the Phase as authorized by the Municipal Engineer; for example, for the Phase 3 Plan under section 60 of this Agreement.

#### **PHOTO REDUCED SCHEDULE ATTACHMENTS**

2. 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 Phase 3 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 Titles Division of Middlesex (No. 33) (hereinafter referred to as 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 agree that such any 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**

3. The Parties acknowledge that a number of the Servicing Plans show lot fabric, landscaping and servicing infrastructure details for future development (hereinafter referred to as "**Future Development**") beyond the Phase 3 Land and, in that connection,
  - 3.1 The Parties acknowledge that the lot fabric, landscaping and infrastructure shown on the Servicing Plans for any Future Development represents a proposal by the Subdivider;
  - 3.2 The Parties acknowledge that no wastewater conveyance or treatment capacity exists to accommodate any such Future Development and that the Municipality has no plan or the financial resources at this time to provide any such capacity;
  - 3.3 The Parties acknowledge and agree that no part of the landscaping or servicing infrastructure for Future Development shown on the Servicing Plans is to be constructed or installed as part of the Phase 3 Works except for:
    - 3.3.1 Any part of the Phase 3 Works located on municipal road allowances owned by the Municipality or the County and assumed as part of the Municipality's road system or as part of the County road system.



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- 3.4 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, zoning by-law amendments, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development (herein referred to as “**Development Approvals**”);
- 3.5 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;
- 3.6 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
- 3.7 The Parties understand and agree that the execution of this Subdivision 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* nor does it imply or include a commitment by the Municipality to provide wastewater conveyance or treatment capacity for any Future Development.

**SUBDIVIDER’S TITLE**

4. The Subdivider represents and warrants to the Municipality that, at the date of this Agreement and at the date of the registration of this Agreement upon title, the Subdivider will be the owner in fee simple of the Phase 3 Land free of all liens and encumbrances, save and except for those items described on

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SCHEDULE "C" attached hereto.

**REGISTRATION OF AGREEMENT**

5. The Subdivider consents to and will register this Agreement against the title to the Phase 3 Land in the appropriate Land Titles Office immediately prior to the registration of the Phase 3 Plan to the intent and purpose that this Agreement and all of the Subdivider's covenants herein shall run with the Phase 3 Land.

**OTHERS WITH TITLE INTERESTS**

6. The Subdivider 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 Phase 3 Land, all persons having any interest in the Phase 3 Land as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in

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SCHEDULE "C" attached to this Agreement.

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SCHEDULE "C" attached to this Agreement is divided into two Parts. Part 1 of

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SCHEDULE "C" shall list those existing registered interests in the Phase 3 Land for which the Municipality shall not require postponements in interest to this Agreement, such as existing municipal agreements. Part 2 of

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SCHEDULE "C" shall list those existing registered interests in the Phase 3 Land for which the Municipality shall require postponements in interest to this Agreement be registered.

**POSTPONEMENT BY ENCUMBRANCERS**

7. The Subdivider 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 Phase 3 Land, that all persons having any interest in the Phase 3 Land as owner, mortgagee, tenant, easement holder or other encumbrancer described in Part 2 of

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SCHEDULE "C" attached to this Agreement have executed authorizations postponing their respective interests in the Phase 3 Land and that the Subdivider's Solicitor is authorized to register such Notice(s) of Postponement on title to the Phase 3 Land immediately following registration of this Agreement on title.

#### **REGISTRATION OF PLAN**

8. As soon as practicable after the Municipality's recommendation of the approval of the Phase 3 Plan, but not later than thirty (30) days after the final approval of the Phase 3 Plan by the County, the Subdivider shall cause the Phase 3 Plan to be registered in the Land Titles Office for the Land Titles Division of Middlesex (No. 33).

#### **CONVEYANCES**

9. The conveyance of real property shall be made:

- 9.1 to the Municipality as provided in section 43 (dedications) and of the easements as provided in section 35 of this Agreement;

forthwith after registration of this Agreement, free and clear of all liens and encumbrances.

#### **RESTRICTED LOTS**

10. *Intentionally deleted.*

#### **LEGAL OPINIONS REQUIRED**

11. Not later than thirty (30) days after the final approval of the Phase 3 Plan by the County, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario, substantially in the form of

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Schedule "E" attached hereto that:

- 11.1 At the date of signing of this Agreement and at the date of the registration of this Agreement upon title, the Subdivider is the owner in fee simple of the Phase 3 Land free of all liens and encumbrances, save and except for any interest in the Phase 3 Land of an owner, mortgagee, tenant, easement holder or other encumbrancer as described in Parts 1 and 2 of



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SCHEDULE "C" attached to this Agreement;

- 11.2 This Agreement has been registered against the Phase 3 Land in a first priority position, save and except for any interest in the Phase 3 Land described in Part 1 of

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SCHEDULE "C" attached to this Agreement, and that Notice of Postponement of Interest for each of those interests described in Part 2 of

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SCHEDULE "C" have been registered postponing such interest to provide priority in favour of the Municipality for this Agreement;

- 11.3 The Phase 3 Plan is registered in the Land Titles Office for the Land Titles Division of Middlesex (No. 33);
- 11.4 The conveyance of real property to the Municipality as provided in section 43 (dedications) and of easements as provided in section 35 of this Agreement has been made to the Municipality in satisfaction of the provisions of this Agreement, free and clear of all liens and encumbrances, save and except this Agreement and any easements in favour of the Municipality, and with such postponements of interest as are necessary to provide a free and clear interest.

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

**CONVEYANCES TO COUNTY**

- 12. *Intentionally deleted.*

**LEGAL OPINION REQUIRED FOR COUNTY**

- 13. *Intentionally deleted.*

**SUBDIVIDER'S ENGINEERS**

- 14. The Subdivider shall engage competent Engineers registered with the Professional Engineers of Ontario for the works specified in Schedule "G" hereto (herein referred to as the "**Phase 3 Works**") to be undertaken by the Subdivider to the satisfaction of the Municipality:
  - 14.1 To design the Phase 3 Works in accordance with the current guidelines and standards prescribed by the Municipality;
  - 14.2 To prepare a tender for the construction of the Phase 3 Works;
  - 14.3 To assist the Subdivider to obtain all necessary approvals in connection therewith;
  - 14.4 To provide full-time on-site inspection of all construction of the Phase 3 Works;
  - 14.5 To prepare and maintain records in connection with the construction of the Phase 3 Works; and

- 14.6 To prepare and furnish "Record" drawings of the Phase 3 Works as defined by the Professional Engineers of Ontario.

Such Engineers (hereinafter referred to as the "**Subdivider's Engineers**") shall provide to the Municipality evidence of Professional Liability Insurance in the amount of \$5,000,000.<sup>00</sup> endorsed for the Phase 3 Works to the satisfaction of the Municipality. Such Engineers engaged by the Subdivider shall also file with the Municipality an undertaking, in substantially the form attached to this Agreement as Schedule "I", with respect to the work being done under their full-time on-site inspection and contract administration, which undertaking shall include a requirement that such Engineers advise the Municipal Engineer forthwith if such Engineers' instructions become different than as reflected in the undertaking

#### **SUBMISSION FOR APPROVAL**

15. The Subdivider 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 Phase 3 Works, with the Subdivider's Engineer's professional stamp affixed thereto.

#### **GRADING PLAN**

16. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts and scheduling and cost estimates, as aforementioned, and a Grading Plan (hereinafter referred to as the "**Grading Plan**") showing the following information:
  - 16.1 The existing and final elevations of the Phase 3 Land, which elevations shall be determined by reference to a geodetic bench mark,
  - 16.2 The final grades of all roads on and in the vicinity of the Phase 3 Plan;
  - 16.3 The grading plan shall take into account the discharging of the Lake Huron Primary Water Supply System; and
  - 16.4 The stormwater management plan and facilities, including all land designated for drainage works.

#### **CONSTRUCTION WORK PLAN**

17. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a Construction Work Plan (hereinafter referred to as the "**Construction Work Plan**") that incorporates the following elements:
  - 17.1 A map showing the haul road or road for construction traffic required by section 34 being the intersection of Hyde Park Road and Bowman Drive and

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the location of signage identifying the construction haul road and signage prohibiting construction traffic;

17.2 A map showing the location of the subdivision sign required by section 27;

17.3 Confirmation of municipal protocols for the scheduling of inspections for the Works per the following:

- All municipal inspections are to be scheduled with a minimum ten (10) working days' notice in advance of the date of inspection;
- Municipal inspections relating to final acceptance and assumption of the Phase 3 Works as contemplated by sections 58 and 59 below will not be scheduled during the period extending from November 15<sup>th</sup> to April 15<sup>th</sup>;

17.4 A surface features plan certified by the Subdivider's Engineer illustrating the location of:

- Sidewalks;
- Fire hydrants;
- Street and traffic signage;
- Street pavement markings;
- Driveways at cul-de-sacs and on 90 degree road bends;
- Street-lighting;
- Community mail boxes;
- Communication boxes or pedestals.

17.5 A public land maintenance schedule;

17.6 A sediment and erosion control plan

17.7 A street cleaning schedule;

17.8 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 Phase 3 Works; and

- 17.9 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 section 17.8 above.

Once the Construction Work Plan has been approved by the Municipal Engineer, the Subdivider shall participate in a pre-construction meeting with the Subdivider's Engineers and the Municipal Engineer. The Construction Work Plan may be adjusted from time to time by the Subdivider only with the written approval of the Municipal Engineer or by the Municipal Engineer, at the sole discretion of the Municipal Engineer, in response to circumstances and conditions that may arise or be disclosed as the construction and installation of the Phase 3 Works progresses.

#### **APPROVAL BY MUNICIPAL ENGINEER**

18. Such plans, specifications, contracts, scheduling and cost estimates and the Grading Plan and the Construction Work Plan shall be considered, amended if necessary, with the concurrence of the Subdivider and its engineer, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Subdivider 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.

#### **ADDITIONAL APPROVAL BY COUNTY ENGINEER**

19. *Intentionally deleted.*

#### **ADDITIONAL APPROVAL BY LAKE HURON PRIMARY WATER SUPPLY SYSTEM**

20. *Intentionally deleted.*

#### **ADDITIONAL APPROVAL BY MECP**

21. In addition to any approvals of the Municipal Engineer as required by section 18 and this Agreement, all such plans, scheduling, specifications, including and particularly those detailing the handling of stormwater from the Phase 3 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 Environment, Conservation and Parks ("**MECP**").

#### **ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY**

22. If required, in addition to the approval of the Municipal Engineer as required by section 18 and this Agreement, all lot grading plans, drainage plans, stormwater management plans, sediment and erosion control measures to be used during construction, as well as all Phase 3 Works located in regulated areas shall be considered, amended if necessary with the concurrence of the Subdivider and of the Subdivider's Engineer, and thereafter accepted by the Conservation Authority as amended.

### **STORMWATER MANAGEMENT PLAN**

23. The Subdivider shall submit a detailed stormwater management plan (“**Stormwater Management Plan**”), if required, to be reviewed and approved by the Municipality, Conservation Authority, Ministry of Environment, Conservation and Parks, County, and Lake Huron Primary Water Supply System, if necessary. The stormwater management plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality and shall be integrated with the stormwater management plan approved under the Phase I and Phase II Subdivision Agreements.

### **HOMEOWNER INFORMATION PACKAGE**

24. The Subdivider shall provide a homeowner information package describing the environmental services provided for stormwater quality and flood control management in the subdivision and indicate the responsibilities of the homeowner to assist with maintenance. The homeowner information package shall be in substantially the form attached as Schedule “J” to this Agreement and the Subdivider shall provide a copy of such information package to every person who makes an offer to purchase any lot as shown on the Phase 3 Plan before such person is bound by an agreement to purchase.

### **ENVIRONMENTAL PROTECTION MEASURES**

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

### **STORMWATER MANAGEMENT ISSUES**

26. The Subdivider shall implement the following requirements with respect to the approved stormwater management plan:
  - 26.1 Municipal assumption of ownership of any facilities required for the detention and enhancement of stormwater quality for the purpose of ensuring perpetual maintenance and operation, save and except for where those facilities are located on private property; and
  - 26.2 The inclusion of any measures necessary to implement stormwater quality controls not subject to regulation pursuant to the *Ontario Water Resources Act*.

### **SIGN OF PLAN**

27. The Subdivider shall erect at the time of commencement of the construction of the Phase 3 Works and shall thereafter maintain until the time when ninety (90%) percent of the lots as shown on the Phase 3 Plan have had constructed thereon dwellings that are available for residential occupancy, a sign showing the Phase 3 Plan; and such sign shall:

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- 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 Phase 3 Land approved by the Municipal Engineer, and
- 27.3 Show the various lots on the Phase 3 Plan and the permitted uses thereof.

**AUTHORIZATION TO PROCEED WITH CONSTRUCTION**

- 28. No site alteration, construction or installation of the Phase 3 Works shall commence nor shall the Subdivider cause or permit any grading of the Phase 3 Land:
  - 28.1 Until after the approval of the: Municipal Engineer; the approval of the County Engineer, if required; approval of the Joint Board of the Lake Huron Primary Water Supply System, if required; and approval of the Ministry of the Environment, Conservation and Parks, if required, have been given with respect of all of the Phase 3 Works as contemplated by sections 18 up to and including section 23;
  - 28.2 Until a certificate of insurance to the satisfaction of the Municipality as required in accordance with section 50 has been given to the Clerk;
  - 28.3 Until the Letter of Credit as required by section 47 of this Agreement as required to the satisfaction of the Municipality has been given to the Clerk;
  - 28.4 Until all easements and dedications in respect of all Phase 3 Works as contemplated by sections 43 and 44 (dedications), and section 35 (easements) have been granted and the solicitor's opinions required by sections 11 and 13 have been delivered to the Municipality and the County if required, respectively;
  - 28.5 Until the Subdivider has paid the funds required by this Agreement to the Municipality in addition to any funds owned and outstanding to the Municipality and required by any prior Subdivision Agreements entered into by the parties associated with any of the lands subject to draft plan approval under the County's File No. 39T-MC1401196, and such amounts account for the Municipality's costs associated with land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, inspection and all other work required by the Municipality in connection with this Agreement as described in section 82 and section 84 below;
  - 28.6 The Municipal Engineer, in the Municipal Engineer's sole and absolute discretion may issue an authorization to proceed with the construction or installation of the Phase 3 Works on a portion of the Phase 3 Lands (the



“Authorization to Commence Work on a Portion of the Lands”. The Municipal Engineer may issue an authorization under this section for those Phase 3 Lands confirmed to be situated outside of the area regulated by the Conservation Authority subject to any terms and conditions considered appropriate and necessary by the Municipal Engineer including but not limited to fencing or any other separation of the lands regulated by the Conservation Authority from the remainder of the Phase 3 Lands;

but once all such matters have been attended to, the Municipal Engineer shall, issue in writing an “Authorization to Commence Work” or an “Authorization to Commence Work on a Portion of the Lands” whereupon, the Subdivider shall first rough grade or cause the Phase 3 Land 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 Phase 3 Works on a continuous basis and as quickly as possible and shall complete the Phase 3 Works to the stage of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance, as contemplated by section 55, within three (3) years of receipt of such Authorization to Commence Work. The Subdivider may at any time and from time to time seek an extension or extensions of such three (3) years period in respect of all or any part or parts of the Phase 3 Works and the Municipal Council may grant any such request on such terms and conditions as the Municipal Council may see fit to impose. Such a request for extension shall be accompanied by a justification prepared by the Subdivider’s Engineers supporting the request and describing not only the technical basis for it but also the length of the extension proposed.

#### **INSPECTION AND CONTRACT ADMINISTRATION OF CONSTRUCTION**

29. The construction and installation of the Phase 3 Works shall be carried out under the full-time on-site inspection of the Subdivider’s Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement; provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall in no way and at no time relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider’s obligation to construct, install and maintain the Phase 3 Works in a good workmanlike and complete manner and in accordance with this Agreement.

#### **STANDARD OF WORK AND VARIATIONS**

30. The Phase 3 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 Phase 3 Works progresses and the

Subdivider shall construct and install the Phase 3 Works strictly in accordance with the plans and specifications as so varied by the Municipal Engineer.

### **GENERAL MAINTENANCE**

31. Until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 59, the Subdivider shall maintain or cause to be maintained all of the Phase 3 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 Phase 3 Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Phase 3 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 Phase 3 Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

### **HAZARDOUS MATERIAL**

32. The Subdivider represents and warrants to the Municipality that a detailed soils investigation of the Phase 3 Land has been undertaken by a qualified geotechnical engineer and that no hazardous material has been identified on the Phase 3 Land; and the Subdivider agrees that, in the event that any hazardous material is encountered as the construction and installation of the Phase 3 Works progresses, the Subdivider shall forthwith notify the Municipal Engineer and the Ministry of the Environment, Conservation and Parks and shall immediately remove any hazardous material at a time and in a manner to the satisfaction of the Municipal Engineer and the Ministry of the Environment, Conservation and Parks.

### **MAINTENANCE OF DRAINS**

33. During the installation and construction of the Phase 3 Works and until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 59, the Subdivider shall maintain in working operation and repair all drains in use on the Phase 3 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 Phase 3 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 Phase 3 Works and as approved by the Municipality.

### **HAUL ROADS**

34. Until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 58, the Subdivider 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 Phase 3 Works or related building construction along such streets as are specified by the

Municipal Engineer being Hyde Park Road and Bowman Drive or, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Subdivider.

- 34.1 Failure to post the signage required by section 17.1 identifying the construction haul road and/or any temporary construction roads including but not limited to the signage prohibiting construction traffic on the specified roads 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 Subdivider under section 82;
- 34.2 The Municipality may, in its sole and absolute discretion, implement measures to direct construction traffic to the appropriately designated haul roads, particularly as it relates to the use of existing road access for the purposes of construction activities, such measures if required, shall implemented by the Municipality, acting reasonably, at the sole cost and expense of the Developer with all costs incurred by the Municipality being charged to the Subdivider under section 82.

#### **EASEMENTS**

35. The Subdivider shall, at no cost to the Municipality, provide easements as may be necessary in connection with the construction, installation and/or maintenance of the Phase 3 Works, such easement or easements subject to the approval of the Municipal Engineer as to location and width; and construction and installation of any Phase 3 Works on or in connection with such easement or easements shall not commence until the easement or easements have been acquired by the Municipality.

#### **INSTALLATION OF UTILITIES**

36. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, 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 Subdivider acknowledges and agrees that the Subdivider's obligations hereunder to construct, install, maintain and repair the Phase 3 Works includes the replacement or repair of any of the Phase 3 Works which are damaged or altered in connection with the installation of any such utilities or distribution systems.

#### **UTILITIES EASEMENTS**

37. The Subdivider shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication

service provider as may be designated by the Municipality, 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 37 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 52, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "F" 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**

38. The Subdivider shall co-operate with Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Phase 3 Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Phase 3 Land. The Subdivider agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of Phase 3 Works and, in this connection, the Subdivider 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 assumed the Phase 3 Works by by-law, as contemplated by section 59.

### **CANADA POST COMMUNITY MAILBOXES**

39. The Subdivider shall arrange to have Canada Post provide, at no cost to the Municipality, community mailboxes on the Phase 3 Land; and the Subdivider shall provide and grant by Transfer, for nominal consideration, to Canada Post such easements as may be reasonably necessary for such community mailboxes or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 39 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 52, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "F" to this Agreement adapted for the purpose of this section 39. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

### **DEVELOPMENT CHARGES**

40. The Subdivider shall pay to the Municipality any and all development charges in connection with the subdivision of the Phase 3 Land in accordance with the Municipality's Development Charges By-law applicable and any other pertinent

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agreements to the Phase 3 Land and in force from time to time as and when applications for building permits are made for the buildings and structures on the lots and blocks shown on the Phase 3 Plan.

41. The Subdivider shall ensure that all persons who first purchase lots as shown on the Phase 3 Plan are informed, at the time each lot is transferred, of all the development charges related to the development.

**PARKLAND DEDICATION**

42. The Parties agree that the Subdivider has made a park land dedication in connection with development of the Phase I Land, the Phase II Land, and the Phase 3 Land under draft plan of Subdivision approval from the County under its File No. 39T-MC1901 and the following provisions shall apply:

- 42.1 The Parties acknowledge that the area of the Phase 3 Land is 8.65686 hectares (28.39 acres), 5% of which is 0.4329 hectares (1.4195 acres) and that, therefore, the parkland dedication credit for the conveyance of Block 59 of 0.64235 hectares (2.107 acres) in Phase 3 exceeds the 5% parkland dedication as contemplated by subsection 51.1(1) of the *Planning Act* for the Phase 3 Land by 0.2095 hectares (0.687 acres) and the Parties are agreed that such excess shall be carried forward to be applied as a credit against the Subdivider's requirement to make a conveyance for park purposes at the time of Future Development.

- 42.2 The Parties acknowledge that the area of the Phase 3 Land is 8.65686 hectares, 5% of which is 0.432843 hectares.

- 42.3 The Parties acknowledge that the remaining excess parkland dedication conveyed Phase 5 is 0.2095 hectares plus the remaining excess parkland dedication for the Phase II Land being 0.145 hectares amounting to a total excess parkland dedication of 0.3545 hectares. The Parties agree that the excess in the amount of the dedication of 0.3545 hectares shall be carried forward and applied as a credit against the Subdivider's requirement to make a conveyance for park purposes at the time of Future Development.

**DEDICATIONS**

43. The Subdivider shall, at its expense, and immediately after the registration of the Phase 3 Plan, convey to the Municipality in fee simple, free and clear of all liens any encumbrances

- 43.1 Block 58, being a walkway block, as shown on the Phase 3 Plan;

- 43.2 Block 59, being a park block, as shown on the Phase 3 Plan;

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43.3 Block 63, being a 0.3 metre reserve, as shown on the Phase 3 Plan;

and the Subdivider hereby remises, releases and forever discharges the Municipality from any and all claims for compensation for or the return of such real property for any reason.

#### **DEDICATIONS TO THE COUNTY**

44. *Intentionally deleted.*

#### **FLOW MONITORING**

45. The Subdivider shall at its sole cost and expense undertake flow monitoring in the sanitary sewer at their sole cost and expense upon request by the Municipality.

45.1 Failure to complete the flow monitoring required by this section 45.1 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 Subdivider under section 82;

#### **MUNICIPAL DRAINAGE**

46. The Subdivider shall pay to the Municipality all costs assessed by the Municipality as a result of any abandonment, relocation, alteration to a Municipal Drain as designated under the provisions of the *Drainage Act* as a result of the Phase 3 Works including but not limited to the following:

46.1 apportionment of the assessments previously assessed against the Phase 3 Land in accordance with section 65 of the *Drainage Act*, if any;

#### **LETTER OF CREDIT**

47. 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 Subdivider shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in

Schedule "K" 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 Phase 3 Works and those items referred to in section 71.11 as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Phase 3 Works or TWENTY-FIVE THOUSAND, (\$25,000.<sup>00</sup>) DOLLARS, whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the Municipal Solicitor; and all such security shall be for the purpose of securing performance of all the obligations of the Subdivider under this Agreement.

#### **SECURITY FOR ALL SUBDIVIDER'S OBLIGATIONS**

48. The security provided by the Subdivider as required by section 47 shall be for the purpose of securing performance of all of the obligations of the Subdivider under this Agreement including, without limiting the generality of the forgoing, payment of money payable by the Subdivider to the Municipality in accordance with section 54 and section 82 of this Agreement.

#### **PARTIAL RELEASE OF SECURITY**

49. So long as the Subdivider 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 Clerk, is adequate to secure the faithful performance of the remaining obligations of the Subdivider hereunder; provided that no reduction in the Letter of Credit shall be made until there is first filed with the Municipal Engineer

49.1 An interim completion certificate, following the form set out in Schedule "L"; issued by the Subdivider's Engineer as to the part of the Phase 3 Works that have been installed, constructed and completed to the date of the certificate and as to the value of the part of the Phase 3 Works completed, and

49.2 an estimate by the Subdivider's engineer of the cost which, in such engineer's opinion, is required to complete the uncompleted part of the Phase 3 Works, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement.

After such 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 Phase 3 Works and the work referred to in section 71.11, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider 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 Phase 3 Works, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider 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 be reduced to less than TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS until the Municipality has finally accepted the Phase 3 Works by by-law, as contemplated by section 59, of this Agreement.

## **INSURANCE**

50. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 59, including the Warranty Period, the Subdivider shall maintain in force and effect insurance which satisfies the following:
- 50.1 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 Phase 3 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 Subdivider in support of the approval of such plans, specifications and contract;
  - 50.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
  - 50.3 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;
  - 50.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Subdivider as if the Municipality was separately insured;
  - 50.5 such insurance shall provide coverage which shall continue until the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 59;
  - 50.6 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;
  - 50.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and



- 50.8 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 Subdivider shall provide the Municipality with evidence of the insurance to be provided as required by this section 50 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the subdivision agreement dated January XX, 2022 between the Municipality of Middlesex Centre and 1960634 Ontario Inc.

The Subdivider 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 Subdivider shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section 50.

#### **INDEMNITY**

51. Until the Municipality shall have finally accepted the Phase 3 Works by a by-law, as contemplated by section 59, the Subdivider shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all 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 Phase 3 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 Subdivider in support of the approval of such plans, specifications and contract; and the insurance coverage policy required by section 50, shall not be construed as relieving the Subdivider from responsibility for indemnity of the Municipality for liability not covered by such insurance or in excess of the policy limits of such insurance.

#### **INTERIM COMPLETION CERTIFICATE**

52. Upon completion of:
- 52.1 the underground services to be constructed and installed as part of the Phase 3 Works;
  - 52.2 all street signs and regulatory signage have been provided to the satisfaction of the Municipal Engineer;
  - 52.3 subject to section 53, all utilities required by section 36;

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52.4 subject to section 53, all street lights such that they are fully operational; and

52.5 a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase 3 Works;

the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate and may apply for a partial release of security in accordance with section 49.

The Interim Completion Certificate submitted by the Subdivider shall include the following:

52.6 a certification in substantially the form set out in Schedule "L";

52.7 a solicitor's opinion as to utilities' easements as required by section 37;

52.8 a solicitor's opinion with respect to Canada Post community mail box as required by section 39;

52.9 a video camera inspection of all storm and sanitary sewers accompanied by a written report from the inspection company;

52.10 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;

52.11 a report identifying any deficiencies in the Phase 3 Works and how such deficiencies are to be addressed; and

52.12 an updated Surface Features Plan certified by the Subdivider's Engineer, showing the location of

52.12.1 TV Cable pedestal boxes,

52.12.2 Pedestal boxes for Bell Canada or such other telephone and telecommunication service provider as has been designated by the Municipality

52.12.3 Electric transformers,

52.12.4 Utility Easements,

52.12.5 Canada Post community mailboxes.

So long as the Subdivider is not in default under this Agreement, once the Municipal Engineer has satisfactorily confirmed completion of those things enumerated in sections 52.1 to 52.5 above inclusive, 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 with respect to the Phase 3 Works which shall apply to the Phase 3 Land.

#### **ARRANGEMENTS FOR UTILITY INSTALLATION**

53. Notwithstanding the requirement of section 52 that the utilities referred to in section 36 are to be completed and that street lights are to be fully operational before the Subdivider 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 Subdivider 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 36. 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 in the case of utilities and within six (6) months of the Interim Completion Certificate in the case of street lighting, the Municipal Engineer may, issue an Interim Certificate of Provisional Acceptance.

#### **WINTER ROAD MAINTENANCE**

54. The Subdivider shall be responsible for all winter road maintenance. After the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer, the Municipality may but is under no obligation to, at the Subdivider's expense, undertake winter maintenance of roads within the Phase 3 Land, but the doing of such work by the Municipality shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Municipality be deemed to have accepted or assumed such roads. Until the Phase 3 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 59, the Subdivider shall remain responsible for rectification of any damage to the Phase 3 Works which may occur in the course of winter maintenance operations whether by the Municipality or by others.

#### **COMPLETION CERTIFICATE**

55. Upon the completion of all of the Phase 3 Works and of all utilities to be constructed and installed as required by section 36, the Subdivider may submit to the Municipal Engineer a Certificate of Completion and may apply for a partial release of security in accordance with section 49.

The Completion Certificate shall include:

- 55.1 a Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "M", certifying that the Phase 3 Works have been

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carried out in substantial conformance with the approved plans and specifications and in accordance with this Agreement;

55.2 a certificate issued by the Subdivider's Engineers to the following effect:

55.2.1 dwellings have been completed on at least 90% of the lots as shown on the Phase 3 Plan;

55.2.2 the stormwater management facilities and features required as part of the Phase 3 Works are operating in accordance with the design objectives set out in the documentation referred to in section 23 of this Agreement;

and such certificate shall be accompanied by such engineer's report of monitoring of the stormwater management facilities and the monitoring results that demonstrate that such design objectives have been met.

55.3 a video camera inspection of all storm and sanitary sewers completed within a period of no more than sixty (60) days following the issuance of the completion certificate accompanied by a written report from the inspection company and a certificate issued by the Subdivider's Engineers that the storm and sanitary sewers have been flushed and cleaned within a period of no more than sixty (60) days following the issuance of completion certificate;

55.4 a certificate issued by the Subdivider's Engineers that all water valves, curb stops and hydrants have been inspected for operation;

55.5 a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase 3 Works have been paid and that there are no outstanding claims relating thereto;

55.6 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 3 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;

55.7 a Final Lot Grading Certificate issued by the Subdivider's Engineers for each lot and block on the Phase 3 Plan certifying that that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan; provided that, in the case of lots and blocks on the Phase 3 Plan for which grading certificates have been issued in accordance with section 71.8 below, such grading certificates will be sufficient to satisfy the requirements of this section 55.7 with respect to the lots and blocks to which they apply;

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- 55.8 drawings showing the Phase 3 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;
- 55.9 two (2) sets of full sized drawings showing the Phase 3 Works “as built”;
- 55.10 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 pdf format and in the following format:

An AutoCAD file, RELEASE 14 or 2000, in DWG or DXF format. The file should only contain linework of the boundary, streets, lots and blocks as well as lot numbers and street names. No other information should be contained in the file. The linework must consist of closed polygons for each lot or block on the Phase 3 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 Subdivider shall cause to be supplied the surveyors’ field notes and raw data showing the times to control.

- 55.11 an asset inventory in accordance with the attached Schedule “N”.

So long as the Subdivider is not in default under this Agreement and once the Municipal Engineer has satisfactorily confirmed completion of all of the Phase 3 Works and of all utilities to be constructed and installed as required by section 36, the Municipal Engineer shall issue a Certificate of Provisional Acceptance with respect to the Phase 3 Works whereupon the Warranty Period, as hereinafter defined, shall commence.

### **WARRANTY PERIOD**

56. The Subdivider shall maintain and repair the Phase 3 Works for a period of one year commencing on the date of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance and continuing until the Municipality shall have finally accepted the Phase 3 Works, by by-law, as provided in section 59 (hereinafter and hereinbefore referred to as the “**Warranty Period**”); and the Subdivider shall repair any defects in the Phase 3 Works which shall become apparent within the Warranty Period.

### **USE BY MUNICIPALITY**

57. The Subdivider agrees that:
- 57.1 The Municipality or any other authorized person may use the Phase 3 Works for the purpose for which they are designed, notwithstanding that such Phase 3 Works may not have been provisionally or finally accepted by the Municipality;
  - 57.2 Such use shall not be deemed an acceptance of the Phase 3 Works by the Municipality; and
  - 57.3 Such use shall not in any way relieve the Subdivider of the obligation to construct, install, maintain and repair the Phase 3 Works so used.

### **FINAL ACCEPTANCE**

58. Upon completion of the installation, construction, maintenance and repair of the Phase 3 Works, including all maintenance and repair required during the Warranty Period, the Subdivider shall:
- 58.1 Submit to the Municipality a Final Lot Grading Certificate issued by the Subdivider’s Engineer at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan accompanied by all of the Final Grading Certificates issued on a lot-by-lot basis by Subdivider’s Engineer in connection with the Phase 3 Plan as contemplated by section 71.8 below.
  - 58.2 Submit to the Municipality a Final Completion Certificate issued by the Subdivider’s Engineers in substantially the form set out in Schedule “M”, certifying that the Phase 3 Works have been constructed and installed in substantial conformance with the approved plans and specifications and in accordance with this Agreement;
  - 58.3 Submit to the Municipality copies of the updated application documents of the Ministry of Environment, Conservation and Parks Environmental Compliance Approval Certificates for storm, sanitary, and stormwater management facilities

which are to be assumed by the Municipality. The updated applications are to reflect the Municipality as being owner of the works. (The Subdivider is to be responsible for all fees payable to the Ministry of Environment, Conservation and Parks in relation to the issuance of updated certificates.)

- 58.4 Submit a letter from the Ministry of Environment Conservation and Parks acknowledging that the applications noted in section 58.3 are complete and have been received by the Ministry;
- 58.5 Submit to the Municipality a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase 3 Works have been paid and that there are no outstanding claims relating thereto; and
- 58.6 Submit to the Municipality 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 3 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate.

#### **ASSUMPTION OF PHASE 3 WORKS**

59. Within thirty (30) days after the submission for the Final Completion Certificate, together with all else required as contemplated by section 58, the Municipal Engineer shall, either:

- 59.1 Confirm the Final Completion Certificate and issue a Certificate of Final Acceptance, or
- 59.2 Issue to the Subdivider a statement of deficiencies in the grading, whether or not the Subdivider is then the owner of the Phase 3 Land in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance, or repairs of the Phase 3 Works and,

so long as the Subdivider is not in default under this Agreement and after the Subdivider has rectified all of such deficiencies to the complete satisfaction of the Municipal Engineer, the Municipal Engineer shall issue a Certificate of Final Acceptance; whereupon the Municipality shall, within thirty (30) days enact a by-law assuming ownership of the Phase 3 Works thereby terminating the Warranty Period; and such security as is then retained by the Municipality shall be released to the Subdivider.

#### **STAGING OF PHASE 3 WORKS**

60. Notwithstanding the completion schedule set out in section 28, the Subdivider may construct and install the Phase 3 Works in two or more Stages if and so long the Stages

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are approved in advance and are to the satisfaction of the Municipal Engineer subject to the following provisions:

- 60.1 The Municipal Engineer shall determine those portions of the Phase 3 Works that are to be undertaken to complete the servicing of each Stage.
- 60.2 For each Stage, there shall be the following:
  - 60.2.1 Separate Authorizations to Commence Work as contemplated by section 28 of this Agreement; and
  - 60.2.2 Separate certificates as contemplated by sections 52 and 55 of this Agreement.
- 60.3 No Stage of the Phase 3 Works are to be assumed by the Municipality as contemplated by section 59 of this Agreement until all Stages are assumed; and the Warranty Period on all stages shall continue until all stages of the Phase 3 Works are assumed at once as a single unit as in accordance with section 59 of this Agreement.

**CONSTRUCTION LIEN**

- 61. The Subdivider shall pay promptly those employed in the construction, installation, maintenance and repair of the Phase 3 Works, but shall hold back such sums as are required to be held back by the *Construction Act* and the Subdivider shall indemnify the Municipality against any claims, actions or demands for Construction Liens or otherwise in connection with the Phase 3 Works; and, on the demand by the Municipality, the Subdivider shall forthwith discharge any such lien or any certificate of action which may be registered against the Phase 3 Works or the Phase 3 Land.

**RIGHT OF INSPECTION**

- 62. The Municipal Engineer shall have the right at any time and from time to time to enter upon the Phase 3 Land and other land upon which any of the Phase 3 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, shall be paid by the Subdivider.

**MUNICIPAL ENGINEER ORDERS**

- 63. If the Municipal Engineer is not satisfied that such installation, construction, maintenance or repair is being done in accordance with the approved plans and



specifications or in accordance with good engineering practice, the Municipal Engineer may stop the work for any length of time until he is so satisfied; and, if the Municipal Engineer deems that the work is not proceeding in a proper manner, he may stop the work and require that another contractor be placed on the job to complete such works and all costs incurred by the Municipality in so doing shall be paid by the Subdivider forthwith upon demand by the Municipality.

## **REMEDIES**

64. In addition to any other remedy, which the Municipality may have against the Subdivider for breach of this Agreement, the Municipality, at its option, may adopt and pursue any one or more or all the following remedies:

- 64.1 Enter and re-enter the Phase 3 Land and complete any part of all of the Phase 3 Works in respect of which there has been default, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the Subdivider;
- 64.2 Make any payment, which ought to have been made by the Subdivider and recover the amount thereof from the Subdivider;
- 64.3 Do any other thing required of the Subdivider by this Agreement and recover the cost of so doing from the Subdivider;

provided that the Municipality shall give the Subdivider at least five (5) days prior notice, except in cases of the Phase 3 Works not functioning or not functioning properly, so 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 Phase 3 Land by the Municipality or the doing of anything by the Municipality as authorized by this section 64 shall be as agent for the Subdivider and shall not be deemed an acceptance of the Phase 3 Works by the Municipality and shall not in any way relieve the Subdivider of the obligations of this Agreement; and the Subdivider covenants and agrees that neither it 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 64 by the Municipality.

## **COURT ACTION**

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

### **BUILDING PERMIT REMEDY**

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

### **REALIZING SECURITY**

67. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, after first giving five (5) days' notice to the Subdivider, 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 Subdivider is in 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 Subdivider ought to have paid or any money, which is otherwise due to the Municipality from the Subdivider 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 Subdivider upon final acceptance and assumption of the Phase 3 Works by by-law as contemplated by section 59; but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

### **CALL ON LETTER OF CREDIT**

68. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 47 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 Subdivider'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 Subdivider.

### **REPLACEMENT OF LETTER OF CREDIT**

69. Where any payment is demanded or made under the Letter of Credit, the Subdivider 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.

### **LOT GRADES**

70. The Subdivider shall, at all times, maintain or cause to be maintained the elevations and grades on all lots and blocks as shown on the Phase 3 Plan in accordance with the Grading Plan which has been approved in accordance with this Agreement; and as well, the Subdivider shall require any purchaser from it to covenant likewise in favour of the Subdivider and the Municipality in a form which is capable of registration on title and in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the lot or block.

### **DEVELOPMENT CONTROL**

71. As a condition of the development or redevelopment of any lot within the Phase 3 Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 71.1 The owner of each lot shall provide and maintain a paved parking area on the lot and a paved driveway from the traveled portion of the street from which access to the lot is permitted to such parking area on the lot. The Subdivider shall ensure that the paving from the street line to the back of curb for each lot that has been issued a building permit is completed prior to assumption;
  - 71.2 The owner of each lot shall connect the dwelling to the sanitary sewer P.D.C. located at the property line in accordance with the Municipality's specification for sewer installations;
  - 71.3 No owner of a lot shall be permitted to directly and/or indirectly connect a basement drainage system, including any weeping tile, to the municipal storm sewer system, and/or the municipal sanitary sewer system;
  - 71.4 The owner of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the traveled portion of the street;
  - 71.5 The owner of each lot shall affix their assigned municipal street number to the main dwelling on the lot, a minimum of 12.7 centimetres in height and clearly visible from the road, all in accordance with the Municipality's municipal addressing policies;
  - 71.6 The owner of each lot shall submit to the Municipality for review and approval, a detailed site plan showing the location and dimensions of all buildings and structures to be erected upon the lot and a Lot Grading Plan identifying the proposed grading and appurtenant drainage works. Both plans shall be issued by an Ontario Land Surveyor or qualified Professional Engineer. The Lot Grading Plan shall be stamped by the Subdivider's Engineer 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 the Agreement”

- 71.7 The owner of each lot 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 the final footing elevations are in conformity with the site plan referred to in section 71.6;
- 71.8 Within thirty (30) days after completion of the development or re-development of the lot, the owner of the lot shall cause a Final Grading Certificate to be prepared by the Subdivider’s Engineer that includes a certification that the lot grades and the location of all structures then on the lot are in conformity with the site plan referred to in section 71.6 and the lot grading plan referred to in section 71.6; the Subdivider’s Engineer shall provide such Final Grading Certificate to the Municipality upon request and shall maintain all such Final Grading Certificates issued in connection with the Phase 3 Plan until the submission to the Municipality of the Final Completion Certificate contemplated by section 58.1 above at which time the of the Subdivider’s Engineer shall also provide to the Municipality all Final Grading Certificates issued in connection with the Phase 3 Plan.
- 71.9 The owner of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the Phase 3 Land which may be located on the lot and shall at all times comply with the obligations and burdens of any easement required by section 35 of this Agreement as it affects the lot; and
- 71.10 The owner of each lot shall maintain in good repair any walls, fences or hedges located on the lot and any other suitable ground cover located on the lot to provide adequate landscaping of the lot and to provide protection to adjoining properties.
- 71.11 The Subdivider shall without a period of 180 days follow occupancy of each lot provide to the Municipality:

71.11.1 the Final Grading Certificate referred to in section 71.8 above;

71.11.2 The detailed site plan referred to in section 71.6 above;

Failure to complete the work required by this section 71.11 in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs and subject to the Letter of Credit provisions set out in section 47, Letter of Credit for which all such security shall be for the purpose of securing performance of all the obligations

of the Subdivider under this Agreement including but not limited to those obligations set out under this section 71.11.

### **MAINTENANCE OF LOTS**

72. The facilities and works required by section 71 shall be provided and maintained by the owner of each lot 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**

73. The Subdivider 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 lot or block shown on the Phase 3 Plan and no building permit for the development or redevelopment of any lot or block as shown on the Phase 3 Plan shall be issued until:

73.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 52; and

73.2 The site plan and lot grading plan referred to in section 71.6 have been approved by the Municipality.

### **PREMATURE APPLICATIONS FOR BUILDING PERMIT**

74. *Intentionally deleted.*

### **MAINTENANCE OF ROADS**

75. *Intentionally deleted.*

### **COST OF WORKS**

76. The Subdivider, when selling any lots on the Phase 3 Plan shall include in the price thereof the costs of the Phase 3 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 Subdivider for the said lot 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 Subdivider in accordance with and as contemplated in sections 40 and 41 of this Agreement.

### **COVENANT OF PURCHASERS**

77. The Subdivider shall not accept any offer to purchase any lot within the Phase 3 Plan unless the Subdivider has given to such offeror, prior to the making of such offer,

written advice about section 71 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Subdivider shall prior to transferring any part of the Phase 3 Land register notice of the section 71 requirements under this Agreement by way of registered restrictions on title to the Phase 3 Land which shall run with the Phase 3 Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Phase 3 Land.

#### **NOTICE TO PURCHASERS REGARDING PUBLIC SCHOOLS**

78. When selling or leasing any Lot shown on the Phase 3 Plan, the Subdivider shall include the following notice in all Agreements of Purchase and Sale or Lease before any purchaser is bound thereby:

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

#### **NOTICE TO PURCHASERS REGARDING LAKE HURON PRIMARY WATER SUPPLY SYSTEM**

79. When selling or leasing any Lot shown on the Phase 3 Plan, the Subdivider shall include the following notice in all Agreements of Purchase and Sale or Lease before any purchaser is bound thereby:

The Lake Huron Primary Water Supply System Pipeline is situated within this development described as Parts 3 and 4 33R-19894.

#### **DEDICATION AND STREET NAMES**

80. The Subdivider agrees to dedicate to the Municipality the road allowances included in the Phase 3 Plan as public highways, and to name such road allowances such street names to the satisfaction of the Municipality, and the Subdivider agrees to accept the designation by the Clerk of municipal numbers for the lots on the Phase 3 Plan.

#### **PROPERTY TAXES AND RELATED ASSESSMENTS**

81. The Subdivider shall pay all taxes, including all water and sewer rates and assessments, levied on the Phase 3 Land in accordance with the assessment thereof until the Phase 3 Land has been assessed according to the Phase 3 Plan, after which, the Subdivider shall pay the taxes levied on any and all lots which the Subdivider continues to own, whether municipal tax exempt or not, of which the Municipality is the owner. If there are any existing local improvements or other rates or charges in respect of the Phase 3 Land, including any that relate to the construction, maintenance and repair of municipal

drains, the Subdivider shall commute and repay same within ten (10) days after the execution and delivery of this Agreement by the Municipality.

### **MUNICIPAL COSTS**

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

82.1 The Municipality shall be entitled to be reimbursed for its reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality, including the negotiations leading to and the preparation of subdivision agreement, costs of dealing with questions, complaints and other communications as mentioned in section 83 below and costs arising out of the realization upon any security given thereunder.

82.2 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 Phase 3 Land, including negotiation and preparation of subdivision agreements, the completion of all work required by the subdivision agreement and the realization upon any security given thereunder.

82.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 82.2 shall be established by resolution of the Municipal Council from time to time and as set out in the Municipality's Fees and Charges By-law as may be amended and replaced from time to time.

82.4 The Municipality may issue invoices to the Subdivider, from time to time, for its expenses and for the time of its staff and the Subdivider shall pay the same within thirty (30) days of receipt.

### **COMPLAINT PROCEDURE**

83. The parties acknowledge that from the time when the Phase 3 Land is rough graded as contemplated by section 28 above, during construction and installation of the Phase 3 Works in accordance with this Agreement, during the Warranty Period and until final acceptance and assumption of the Phase 3 Works by a by-law of the Municipality, as contemplated by section 59, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Phase 3 Works and about the maintenance of the Phase 3 Land, roads and pedestrian walks within the Phase 3 Land as required by section 31 above and about matters related to building construction on and development of the Phase 3 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 Subdivider's Engineer 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 Subdivider as part of the cost of administration, inspection, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 82 above.

#### **OUTSTANDING INVOICE PAYMENTS**

84. Concurrently with the Subdivider's execution of this Agreement, the Subdivider 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**

85. The Subdivider shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Subdivider is required to reimburse the Municipality pursuant to section 82 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Subdivider 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 Subdivider shall indemnify the Municipality, on a full indemnity basis for all costs or expenses incurred by the Municipality in connection with such determination.

#### **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 Subdivider and the Municipality.

#### **EXPENSE OF OWNER**

87. Every provision of this Agreement by which the Subdivider is obliged in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context specifically requires otherwise.

#### **INTEREST AND LIENS**

88. In the event that there are monies due from the Subdivider to the Municipality which have not been paid within thirty (30) days after receipt by the Subdivider of a demand



Clear Skies Phase 3  
Subdivision Agreement

therefor by the Municipality, 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 of receipt of the demand and the amount due together with interest thereon shall constitute a lien upon the Phase 3 Land.

#### **ESTOPPEL**

89. The Subdivider 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 Subdivider in such proceeding.

#### **BY-LAWS BINDING**

90. Notwithstanding any provisions of this Agreement, the Subdivider and all persons taking title to the Phase 3 Land from it shall be subject to all 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 to the Subdivider waive any default of the Subdivider on such terms and conditions as the Municipality may determine, provided that the right of the Municipality to require strict performance by the Subdivider of any and all obligations imposed by the Subdivider 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 Subdivider: 1960634 Ontario Inc.  
Suite 300,  
1295 RiverBend Road,  
LONDON, Ontario N6K 0G2

Attention: Phillip Masschelein  
Email: phil.masschelein@sifton.com

For the Municipality: Municipality of Middlesex Centre,

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R.R. #2, 10227 Ilderton Road,  
ILDERTON, Ontario N0M 2A0

Attention: Clerk

Email: hutson@middlesexcentre.on.ca

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 business days following the time of mailing, in which event it shall be effective when delivered to the addressee.

#### **ASSIGNMENT**

93. The Subdivider 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 Subdivider under this Agreement in a form satisfactory to the Municipality's Solicitor.

#### **SEVERABILITY**

94. 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**

95. 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 Subdividers than one, the covenants of such Subdividers shall be joint and several.

#### **INTERPRETATION**

96. 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**

97. The covenants, agreements, conditions and undertaking herein contained on the part of the Subdivider shall run with the Phase 3 Land and shall be binding upon the Subdivider and upon its successors and assigns, as owners and occupiers of the Phase 3 Land, from time to time and shall be appurtenant to the adjoining highways in the ownership of the Municipality; and this Agreement shall ensure to the benefit of and be binding upon the Municipality and its successors and assigns.

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Subdivision Agreement

One Signature Page to Follow.

Clear Skies Phase 3  
Subdivision Agreement

**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.

**1960634 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title: President

Per: \_\_\_\_\_  
Name:  
Title:

*I/We have the authority to bind the Corporation.*

Approved and authorized by By-law  
No. \_\_\_\_\_ enacted the \_\_\_\_ day of  
\_\_\_\_\_, 2021.

**MUNICIPALITY OF MIDDLESEX CENTRE**

Per: \_\_\_\_\_  
Aina DeViet, Mayor

Per: \_\_\_\_\_  
James Hutson, Clerk

*We have the authority to bind the Municipality.*

Clear Skies Phase 3  
Subdivision Agreement

**List of Schedules**

Schedule "A" - The Phase 3 Land

Schedule "B" - The Survey Plan of the Phase 3 Plan of Subdivision

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Subdivision Agreement

SCHEDULE "C" – Encumbrances

Schedule "D" – *Intentionally Deleted*

Schedule "E" - Solicitor's Opinion

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

Schedule "G" – The Phase 3 Works

Schedule "H" - Servicing Plan and Servicing Construction Plans

Schedule "I" - Undertaking and Agreement by Subdivider's Engineer

Schedule "J" – Homeowner's Package

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Schedule "K" - Irrevocable Letter of Credit Format

Schedule "L" - Interim Certificate of Completion of Works

Schedule "M" - Certificate of Completion of Works

Schedule "N" - Asset Inventory

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "A"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**PHASE 3 LAND**

Part of Lot 24, Concession 11, designated as Part \_\_\_\_\_ on Plan 33R- \_\_\_\_\_;  
Municipality of Middlesex Centre,



Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "B"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**SURVEY PLAN OF THE PHASE 3 PLAN OF SUBDIVISION**

Clear Skies Phase 3  
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**SCHEDULE "C"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**ENCUMBRANCES**

PART 1 PERMITTED ENCUMBRANCES

*None*

PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

*None*

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "D"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

***INTENTIONALLY DELETED***

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "E"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

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 24, Concession 11, geographic Township of London, designated as Part \_\_\_\_\_ on Plan 33R-\_\_\_\_\_ save an except Part of Lot 24, Concession 11, designated as Part 1 on 33R-20794, Municipality of Middlesex Centre

being part of P.I.N 08140-0323 (LT)

hereinafter the "**Phase 3 Land**"

Re: Subdivision Agreement between 1960634 Ontario Inc. and the Municipality of Middlesex Centre dated the \_\_\_\_\_ day of December 2021 pertaining to the Phase 3 Land (the "**Phase 3 Subdivision Agreement**")

For the sum of one (\$1.00) 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:

**Subdivision Agreement Registration**

Clear Skies Phase 3  
Subdivision Agreement

As at the date of signing of the Phase 3 Subdivision Agreement and as of the date of registration of the Phase 3 Subdivision Agreement against the Phase 3 Land, 1960634 Ontario Inc. is the owner in fee simple of the Phase 3 Land free and clear of all liens and encumbrances save and except for:

There were no other registered interests having any interest in the Phase 3 Land as mortgagee, tenant, easement holder or other encumbrancer at the date of registration of the Phase 3 Subdivision Agreement against the Phase 3 Land

**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 \_\_\_\_\_, 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 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 \_\_\_\_\_, 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 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.

**Transfers in Fee Simple to the Municipality**

A good and valid Transfer of Blocks x through x, inclusive, on Registered Plan \_\_\_\_\_, has been registered on the \_\_\_ day of \_\_\_\_\_, 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.

Enclosures:

Copy of receipted Phase 3 Subdivision Agreement registered as ER \_\_\_\_\_.

Copy of receipted Easement registered as ER \_\_\_\_\_.

Copy of Transfer of Blocks x through x, inclusive, registered as ER \_\_\_\_\_.

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "F"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

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: Subdivision Agreement (the "Phase 3 Subdivision Agreement") between 1960634 Ontario Inc. and the Municipality of Middlesex Centre dated the \_\_\_\_\_ day of December 2021 pertaining to registered plan 33M - ●

**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 \_\_\_\_\_, 2021 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.

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "G"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**PHASE 3 WORKS**

**MUNICIPALITY REQUIREMENT FOR SERVICING**

1. All roads and services specified herein shall be designed and constructed in accordance with the plans, drawings and notes referred to in paragraph 2 below (herein referred to as the "**Servicing Plans**") and in accordance with current guidelines and standards prescribed by the Municipality.

**GRADING PLAN, GENERAL SERVICING  
PLAN AND SERVICING CONSTRUCTION PLANS**

2. For the purposes of the Phase 3 Subdivision Agreement to which this Schedule "G" is attached, including all other Schedules attached to such Phase 3 Subdivision Agreement, the following form part of such Phase 3 Subdivision Agreement:

- 2.1 Title of Plan or Drawing: Earthworks, Servicing and Roadworks  
For Whom Prepared: ClearSkies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing;  
Sealed by:  
Author's Project No.:  
Drawing or Sheet Number:  
Date of Plan or Drawing:  
Date of Last Revision:  
Legal Description; Part of Lot 24, Concession 11, geographic

Clear Skies Phase 3  
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- County Planning File No.: Township of London, now in the Municipality of Middlesex Centre, 39T-MC1402
- 2.2 Title of Plan or Drawing: Sediment and Erosion Control Plan  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: EC1.1  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.3 Title of Plan or Drawing: Master Plan of Services  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: GP1.1  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.4 Title of Plan or Drawing: Water Distribution Plan  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: GP1.2  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 27, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402



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- 2.5 Title of Plan or Drawing: Storm Area Plan  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: GP1.3  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.6 Title of Plan or Drawing: Sanitary Area Plan  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: GP1.4  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.7 Title of Plan or Drawing: Storm and Sanitary Design Sheets  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: GP1.5  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.8 Title of Plan or Drawing: Street Lighting Plan  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104

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- Drawing or Sheet Number: SL1.1  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 27, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.9 Title of Plan or Drawing: Lot Grading Plan – South Section  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: LG1.1  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 28, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.10 Title of Plan or Drawing: Lot Grading Plan – North Section  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: LG1.2  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 28, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.11 Title of Plan or Drawing: Lot Grading Notes and Details  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: LG1.3  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the

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- County Planning File No.: Municipality of Middlesex Centre,  
39T-MC1402
- 2.12 Title of Plan or Drawing: Bowman Drive  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: PP1.1  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.13 Title of Plan or Drawing: Harvest Gate Bowman Drive  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: PP1.2  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 22, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.14 Title of Plan or Drawing: Woodmere Path Holloway Trail  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: J.J. Monster  
Author's Project No.: 48320-104  
Drawing or Sheet Number: PP1.3  
Date of Plan or Drawing: February 9, 2021  
Date of Last Revision: July 9, 2021  
Legal Description; Part of Lot 24, Concession 11, geographic  
Township of London, now in the  
Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.15 Title of Plan or Drawing: Holloway Trail  
For Whom Prepared: Clear Skies Phase 3 - Sifton Properties Limited

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- |      |                            |  |
|------|----------------------------|--|
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | PP1.4  |
|      | Date of Plan or Drawing:   | February 9, 2021   |
|      | Date of Last Revision:     | July 27, 2021  |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.16 | Title of Plan or Drawing:  | RYCBMH 21 Block 62A Servicing  |
|      | For Whom Prepared:         | Clear Skies Phase 3 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | PP1.5  |
|      | Date of Plan or Drawing:   | February 9, 2021   |
|      | Date of Last Revision:     | July 9, 2021   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.17 | Title of Plan or Drawing:  | Miscellaneous Notes and Details  |
|      | For Whom Prepared:         | Clear Skies Phase 3 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | MS1.1  |
|      | Date of Plan or Drawing:   | February 24, 2021  |
|      | Date of Last Revision:     | July 9, 2021   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.18 | Title of Plan or Drawing:  | Miscellaneous Notes and Details  |
|      | For Whom Prepared:         | Clear Skies Phase 3 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | MS1.2  |
|      | Date of Plan or Drawing:   | February 24, 2021  |

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- |      |                            |  |
|------|----------------------------|--|
|      | Date of Last Revision:     | July 9, 2021   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.19 | Title of Plan or Drawing:  | Photometrics Plan  |
|      | For Whom Prepared:         | Clear Skies Phase 3 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | P5.1   |
|      | Date of Plan or Drawing:   | May 10,2021  |
|      | Date of Last Revision:     | May 6, 2021  |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.20 | Title of Plan or Drawing:  | Tree Planting Plan   |
|      | For Whom Prepared:         | Clear Skies Phase 3 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | MTE Engineers, Scientists, Surveyors   |
|      | Sealed by:                 | J.J. Monster   |
|      | Author's Project No.:      | 48320-104  |
|      | Drawing or Sheet Number:   | L1   |
|      | Date of Plan or Drawing:   | February 9,2021  |
|      | Date of Last Revision:     | July 27, 2021  |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |

To facilitate registration of such Phase 3 Subdivision Agreement on title to the Phase 3 Land, photo reduced copies of the Servicing Plans are attached as Schedule "H" to such Phase 3 Subdivision 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**

3. The Subdivider acknowledges and agrees that:
  - 3.1 the Servicing Plans may be reproduced for attachment to the said Subdivision Agreement to which this Schedule “G” is attached;
  - 3.2 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 Phase 3 Works; and
  - 3.3 the Servicing Plans may be used as a record representing what was installed at the time of development by any person who deals with the Phase 3 Land after the said Subdivision Agreement has been registered on the title to the Phase 3 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 “G”**

4. The approval of the plans and drawings listed in the said Schedule “H”, together with the general specifications in this Schedule “G”, 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 Subdivider for such purposes nor as limiting or restricting the discretion given the Ministry of the Environment, Conservation and Parks or the Conservation Authority with respect to the approvals required of them in connection with the Phase 3 Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

### **ROADWAYS**

5. The Subdivider shall construct and install roadways with granular base and asphalt pavement and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality. The width of (gutter lines) or all streets within the Phase 3 Plan except for dead end streets (cul-de-sacs) shall not be less than twenty-eight (28') feet in perpendicular width, all as and where indicated on the Servicing Plans and as otherwise required by the Municipal Engineer. Municipal standards are to serve as a minimum; however, road designs as prepared by the Subdivider’s Geotechnical Engineer exceeding these standards shall be acceptable to the Municipality.

### **STREET SIGNS AND TRAFFIC SIGNS**

6. The Subdivider shall provide street signs and traffic signs at every road intersection as shown on the Phase 3 Plan. Street signs shall have double 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.

### **STORM SEWERS**

7. The Subdivider shall install storm sewers, with appurtenances, catch basins and leads sufficient to drain the Phase 3 Land properly and to drain abutting real property as required by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:
  - 7.1 The Subdivider shall provide connections for any future storm sewers as may be required by the Municipal Engineer.
  - 7.2 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 Subdivider shall provide the Municipality with all easements across the Phase 3 Land as provided in the said Subdivision Agreement.
  - 7.3 Stormwater drainage shall be managed in a manner acceptable to and approved by the Ministry of Environment, Conservation and Parks, the Conservation Authority and the Municipality.
  - 7.4 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and video cassette/disk for all storm sewers.
  - 7.5 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.

### **WATERMAINS**

8. Subdivider shall construct and install watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each lot line generally as proposed in the Servicing Plans and specifically as required by the Municipal Engineer. In connection with such water works, the following provisions apply:
  - 8.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently American Water Canada Corp.).
  - 8.2 The Subdivider shall reimburse the Municipality for all related costs.
  - 8.3 No connection of any such water works may be made to pre-existing Municipal water distribution systems without the prior written approval of the Municipal Engineer which approval shall not be given unless and until:

Clear Skies Phase 3  
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- 8.3.1 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been tested in accordance with current Middlesex Centre and Ministry of Environment, Conservation and Parks; and,
- 8.3.2 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of Environment, Conservation and Parks. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer.

**FIRE HYDRANTS**

9. The Subdivider shall construct, install and locate fire hydrants generally as proposed in the Servicing Plans and specifically as required by the Municipal Engineer in accordance with the Municipality's standards. The Subdivider shall undertake inspection of the fire hydrants to ensure service of such with all costs, including third party costs, being at the expense of the Subdivider.

**SANITARY SEWERS**

10. The Subdivider shall undertake the Phase 3 Works necessary, in the opinion of the Municipal Engineer, to provide a sanitary sewer system, including private service connections to each lot as shown on the Phase 3 Plan, generally as proposed in 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 Ministry of Environment, Conservation and Parks. In connection with the sanitary sewer work, the following provisions apply:
  - 10.1 The Subdivider shall provide connections for any future sanitary sewers as may be required by the Municipal Engineer.
  - 10.2 Accompanying the Interim Certificate shall be a sewer video inspection report and video cassette/disk for all sanitary sewers.
  - 10.3 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.

**GRADING**

11. All roads, lots and blocks as shown on the Phase 3 Plan shall be graded to permit surface water to run off from all areas and from adjoining properties so as to reach either the road gutters, municipal drains, ditches or natural water courses all in accordance with



the plans to be submitted by the Subdivider and approved by the Municipality, the Ministry of Environment, Conservation and Parks and the Conservation Authority.

#### **ROAD ALLOWANCE LANDSCAPING**

12. The Subdivider shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod the portion of the road allowance lying between the lot line of a lot 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 road allowance and also shall construct the portion of the driveway from the curb to the lot line of each lot to the specifications of the Municipality. The Subdivider shall ensure that this work is done after the building is completed and to the satisfaction of the Municipal Engineer.

#### **UNOPENED ROAD ALLOWANCE LANDSCAPING**

13. The Subdivider shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod and erect such barriers in accordance with the approved servicing drawings at all of the road allowances which are not to be assumed by the Municipality as part of the Phase 3 Works.

#### **STREET LIGHTING**

14. The Subdivider shall construct and install streetlights in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing Plans including the photometric plan and specifically as required or permitted by the Municipal Engineer.

#### **STORMWATER MANAGEMENT PLAN**

15. The Subdivider shall satisfy the requirements of section 23 of the Phase 3 Subdivision Agreement.

#### **UTILITIES**

16. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality the locally authorized TV cable operation 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 36 of the Phase 3 Subdivision Agreement.

#### **WATER SPRINGS**

17. If at any course of time during the installation, construction and maintenance of the Phase 3 Works, surface or subsurface water springs are discovered within the Phase 3 Land, they are to be protected to the satisfaction of the Conservation Authority and the Ministry of Natural Resources & Forestry.

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Subdivision Agreement

**SIDEWALKS**

18. The Subdivider shall construct and install sidewalks to the Municipality's minimum standards with regard to sidewalk requirements, generally as proposed in the Servicing Plans and to the satisfaction of the Municipal Engineer.

**WALKWAY**

19. The Subdivider shall construct and install to the satisfaction of the Municipality a concrete walkway with a minimum width of 3 metres (9.84 feet) along the length of Block 58 as shown on the Phase 3 Plan. The Subdivider shall install a wood board privacy fence 1.8 metres (6 feet) in height along the boundaries of the above-noted walkways to the satisfaction Municipal Engineer and in accordance with the Municipality's Infrastructure Design Standards. The Subdivider shall also install two pairs of bollards to control access, with one pair located at the westerly limit of Block 58 as shown on the Phase 3 Plan and with the other pair located at the easterly limit of Block 58 as shown on the Phase 3 Plan, all to the satisfaction of the Municipal Engineer.

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE “H”**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the “**Subdivider**”)

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 Subdivision Agreement to which this Schedule “H” is attached, including all other Schedules attached to such Phase 3 Subdivision Agreement, the following photo reduced copies of the Servicing Plans are provided in this Schedule “H”. 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 Phase 3 Subdivision 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 Phase 3 Subdivision Agreement.

*insert drawings*

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "I"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**UNDERTAKING AND AGREEMENT BY SUBDIVIDER'S ENGINEERS**

TO: Municipality of Middlesex Centre

FROM: MTE Consultants Inc.  
123 St. George St.  
London, Ontario N6A 3A1

Consulting Engineers to 1960634 Ontario Inc.

Re: Subdivision Agreement between 1960634 Ontario Inc. and the Municipality of Middlesex Centre and dated the \_\_\_\_ day of December 2021 (hereinafter referred to as the "Phase 3 Subdivision Agreement").

The undersigned hereby represents and warrants that the undersigned is a member in good standing with the Professional Engineers Ontario and that the undersigned has been retained by 1960634 Ontario Inc. in connection with the Phase 3 Subdivision Agreement and all works required thereby. As required by the Phase 3 Subdivision Agreement the undersigned hereby undertakes to the Municipality of Middlesex Centre and to its consulting engineers where appropriate as follows:

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- To design the Phase 3 Works as described in the Phase 3 Subdivision Agreement and the Schedules thereto,
- To prepare tenders for the construction of any works to be assumed by the Municipality,
- To assist 1960634 Ontario Inc. to obtain all necessary approvals for the works in cooperation with the Municipality of Middlesex Centre,
- To act as the representative of 1960634 Ontario Inc. in all matters pertaining to the inspection and contract administration of the installation of the works except as directed by 1960634 Ontario Inc. by notice to the Municipality,
- To provide full-time on-site inspection of the construction of all Phase 3 Works ,
- To keep the Municipality informed of the general timing of the construction of the works except as otherwise directed by 1960634 Ontario Inc.,
- To prepare and maintain detailed records in connection with the construction of the works,
- Upon becoming aware of any hazardous materials being encountered as the construction and installation of the Phase 3 Works progresses to forthwith notify the Municipality and the Ministry of Environment, Parks and Conservation Authority in the event that any hazardous materials are encountered, and
- To prepare and furnish "Record" drawings of the works as required by the Phase 3 Subdivision Agreement.

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 1960634 Ontario Inc.

In connection with the Servicing Plans attached to the Phase 3 Subdivision Agreement, Stantec Consulting Ltd. hereby acknowledges and agrees that:

- That the Servicing Plans have been and may continue to be reviewed and used by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority, Her Majesty the Queen in right of the Province of Ontario as represented by the Ministry of the Environment, Conservation and Parks and Climate Change and the Joint Board of Management for the Lake Huron Primary Water Supply System in the normal course of their duties in connection with the approvals and permitting processes for the Phase 3 Subdivision Agreement; and

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- That the Servicing Plans may be used as a record representing what was installed at the time of development by any person who deals with the Land after the Phase 3 Subdivision Agreement has been registered on the title to the Phase 3 Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

Executed the \_\_\_ day of \_\_\_\_\_, 2022

**MTE CONSULTANTS INC.**

Per: \_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "J"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**HOMEOWNERS' PACKAGE**

*See next page.*

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**SCHEDULE "K"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

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, 1960634 Ontario 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 Phase 3 Subdivision Agreement between our customer and you dated the \_\_\_\_ day of December, 2021 and registered as instrument no. \_\_\_\_\_, as amended from time to time.



Clear Skies Phase 3  
Subdivision Agreement

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 \_\_\_\_ day of December 2022 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.

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "L"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

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**") were constructed and installed in substantial conformance with the approved plans and specifications and in accordance with the Subdivision Agreement (hereinafter referred to as the "**Phase 3 Subdivision Agreement**") dated the \_\_\_\_ day of December, 2021 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021:

- (1) the underground services as defined in the Phase 3 Subdivision Agreement, have been completed;
- (2) all utilities as required by section 36 of the Phase 3 Subdivision Agreement have been completed;
- (3) all street signs and regulatory signage as required by the Phase 3 Subdivision Agreement have been completed;
- (4) all streetlights as required by the Phase 3 Subdivision Agreement have been completed and are fully operational; and

Clear Skies Phase 3  
Subdivision Agreement

- (5) a full depth granular B road base suitable for emergency vehicle access on all roads as part of the Phase 3 Works, as defined in the Phase 3 Subdivision Agreement, has been completed;

I certify also that items 1, 3, 4 and 5 above of 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) in my professional engineering opinion, construction of the Phase 3 Works was carried out in substantial conformance 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Professional Engineer

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE "M"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the "**Subdivider**")

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 the construction and installation of the Phase 3 Works was carried out in substantial conformance with the approved plans and specifications for the Phase 3 Works as required by the Phase 3 Subdivision Agreement dated the \_\_\_\_ day of December, 2021 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) in my professional engineering opinion, construction and installation of the Phase 3 Works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Professional Engineer

Clear Skies Phase 3  
Subdivision Agreement

**SCHEDULE “N”**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of January 2022.

**1960634 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex

(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

**ASSET INVENTORY**

ASSET INVENTORY									
Subdivision Name: _____									
Number of Lots: _____									
M Plan Number : _____									
Date: _____									
Summary									
Category	Estimate (\$)	Description	Total Length (m)		Cost / Metre				
Storm	\$ -	Storm Sewers and Services							
Sanitary	\$ -	Sanitary Sewers and Appurtenances							
Water	\$ -	Watermains and Services							
Roads	\$ -	Roadworks (granulars to base asphalt)							
Roads	\$ -	Curbs and Gutter							
S/W	\$ -	Sidewalks / Walkways							
Roads	\$ -	Surface Asphalt							
SWM	\$ -	SWM							
Lighting	\$ -	Street Lighting							
	\$ -				Cost / Metre Cost / Lot				
Breakdown									
		Length (M)							
Category	Length	Estimate (\$)	150 dia	200 dia	250 dia	375 dia	450 dia	525 dia	750 dia
Storm		\$ -							
Sanitary		\$ -							
Water		\$ -							
Total		\$ -							