

THIS DEVELOPMENT AGREEMENT made this 14 day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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(Not part of the Agreement)

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OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Land**”) of will be the owner of the Land prior to the registration of this Agreement upon title to the Land;

AND WHEREAS the Developer wishes to develop the Land by means of a vacant land condominium and will be making an application to The Corporation of the County of Middlesex (hereinafter referred to as the “**County**”) seeking an exemption from the Municipality and the County of Middlesex and the Developer from the provisions of the *Condominium Act* and agrees that no dwellings can be occupied until such time as the exemption has been granted and exemption receives final approval;

AND WHEREAS the Developer proposes to develop the Land in accordance with a vacant land condominium plan (hereinafter referred to as the “**Plan**”) prepared by MTE Ontario Land Surveyors Ltd., P.R. Levac OLS, dated June 13, 2023 in the form of the photographic reduction thereof attached as Schedule “B” hereto into 50 vacant land condominium units for 50 dwellings and common elements as shown on the Plan; and

AND WHEREAS the Developer now wishes to develop 50 townhome vacant land condominium units and associated common elements as shown on the Plan;

AND WHEREAS the Municipality has confirmed that all of the appropriate and necessary services are “in place” meaning that the infrastructure exists and is operational to the satisfaction of the Municipality and that capacity in such infrastructure has been formally allocated by the Municipality for use in connection with the development of the Plan. For clarification purposes and subject to the discretion of the Municipal Engineer, no development will begin until all infrastructure and services required for the Condominium Plan are in place, including Municipal water supply, treatment and conveyance infrastructure, wastewater treatment and conveyance infrastructure, stormwater management infrastructure, and Municipal road infrastructure; and,

AND WHEREAS the Municipality, requires that this Agreement be entered into as contemplated by subsection 51(26) of the *Planning Act* and section 9 of the *Condominium Act, 1998*, which requires, amongst other things, that the Developer provide the works (hereinafter referred to as the “**Site Development Works**”) described in Schedule “C” attached hereto, the provision and maintenance of the facilities and works (hereinafter referred to as the “**On-Site Facilities**”) described in Schedule “D” hereto, and that the Site Development Works and the On-Site Facilities be completed to the satisfaction of the Municipality and at the sole risk and expense of the owner of the Land from time to time;

AND WHEREAS the Parties agree that the Plan cannot be registered until such time as the approval authority signs the Plan following the approval of the exemption requested from;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration, the receipt and sufficiency of which consideration is irrevocably acknowledged by each of the Developer and the Municipality, the Developer and the Municipality hereby covenant and agree as follows:

PHOTO REDUCED SCHEDULE ATTACHMENTS

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

DEVELOPER’S TITLE

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

REGISTRATION OF AGREEMENT

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

OTHERS WITH TITLE INTERESTS

4. The Developer represents and warrants to the Municipality that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Land, all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in Part 1 of Schedule "G" attached to this Agreement that shall list those existing registered interests in the Land for which the Municipality shall not require postponements in interest to this Agreement, such as existing municipal agreements. Part 2 of Schedule "G" shall list those existing registered interests in the Land which shall be removed from title to the Land or for which the Municipality shall require postponements in interest to this Agreement be registered on title to the Land.

OBLIGATIONS UNDER THE AGREEMENT

5. The Parties understand and agree that the following provisions apply with respect to the Agreement as described in Part 1 of Schedule "G":
 - 5.1 The Developer, and the Developer's successors and assigns, as owners and occupiers of the Land, shall be jointly and severally liable with all persons who are responsible for performing the matters and things required pursuant to this Agreement.

POSTPONEMENT BY ENCUMBRANCERS

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

LEGAL OPINIONS REQUIRED

7. Not later than thirty (30) days after this Agreement has been executed and delivered by the Municipality, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario, substantially in the form of Schedule "H" attached hereto stating that:
 - 7.1 At the date of the registration of this Agreement upon title, the Developer is the owner in fee simple of the Land free of all liens and encumbrances, save and except for any interest in the Land of an owner, mortgagee, tenant, easement holder or other encumbrancer as described in Parts 1 and 2 of Schedule "G" attached to this Agreement;

- 7.2 This Agreement has been registered against the Land in a first priority position, save and except for any interest in the Land described in Part 1 of Schedule “G” attached to this Agreement, and that Notice of Postponement of Interest for each of those interests described in Part 2 of Schedule “G” have been registered postponing such interest to provide priority in favour of the Municipality for this Agreement.

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

SITE DEVELOPMENT WORKS

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

ON-SITE FACILITIES

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

ON-SITE FACILITIES PRIVATE NOT MUNICIPAL RESPONSIBILITY

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

- 10.1 As set out in section 82 below, this Agreement is binding upon the Developer and upon its successors and assigns, as owners and occupiers of the Land and, for the purposes of this Agreement, from and after registration of a Condominium Plan on all or any part of the Land, under the *Condominium Act, 1998*, as may be amended or substituted from time to time, “successors and assigns, as owners and occupiers of the Land” shall mean unit owners, as successor owners and occupiers of the Land by virtue of their ownership of unit(s), together with their appurtenant undivided interest as tenants in common of the common elements shown on the Condominium Plan and the Condominium Corporation created by the registration of the Condominium Plan, which corporation has responsibility for management of the property and the assets of the condominium corporation on behalf of unit owners, including the common elements.

- 10.2 The obligations of this Agreement continue to apply upon and after registration of the Condominium Plan with respect to maintenance, repair and replacement of On-Site Facilities and a Reserve Fund is required therefor under the *Condominium Act, 1998*.
- 10.3 The *Condominium Act, 1998* provides that upon registration of a Condominium Plan each condominium unit, together with its appurtenant common interest, constitutes a parcel for the purpose of municipal assessment and taxation; and, in the event that the Municipality, for the purposes of securing rectification of the default, adds the costs of enforcement to the tax roll for collection as real property taxes as contemplated in Section 9 above, such costs shall be assessed to the unit owners in the same proportion as their unit interest as described in the Declaration registered with the Condominium Plan.

MUNICIPAL ENGINEER

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

DEVELOPER’S ENGINEERS

12. The Developer shall engage competent Engineers registered with Professional Engineers Ontario in good standing with the Professional Engineers Ontario for the Site Development Works to be undertaken by the Developer to the satisfaction of the Municipality, including but not limited to the provision of the following services:
 - 12.1 To design the Site Development Works in accordance with the current guidelines and standards prescribed by the Municipality;
 - 12.2 To prepare tenders for the construction of the Site Development Works for any Site Development Works subject to cost sharing with the Municipality;
 - 12.3 To assist the Developer to obtain all necessary approvals in connection therewith;
 - 12.4 To provide full-time on-site inspection and contract administration of all construction of any Site Development Works to be assumed by the Municipality or any external works within the municipal right-of-way;
 - 12.5 To provide full-time on-site inspection and contract administration of all construction of private underground municipal services/plumbing (water, sanitary and storm) within the common elements and part-time inspection and contract administration for the construction of all other Site Development Works;

- 12.6 To prepare and furnish as-built drawings in connection with the construction of such Site Development Works to the Condominium Board with a copy to the Municipality, and
- 12.7 To prepare and furnish "Record" drawings of the Site Development Works to be assumed by the Municipality and any external works completed within the municipal right-of-way.

Such Engineers (hereinafter referred to as the "**Developer's Engineers**") shall provide to the Municipality evidence of Professional Liability Insurance in the amount of \$5,000,000.⁰⁰ endorsed for the Site Development Works to the satisfaction of the Municipality prior to engaging in any developments activities as set out in this Agreement. The Developer's Engineers shall also file with the Municipality an undertaking, in substantially the form attached to this Agreement as Schedule "K", with respect to the work being done under their full-time inspection and contract administration services, which undertaking shall include a requirement that the Developer's Engineers advise the Municipal Engineer forthwith if the Developer's Engineers' instructions become different than as reflected in the undertaking.

SUBMISSION FOR APPROVAL

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

GRADING PLAN

- 14. The Developer shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a grading plan (hereinafter referred to as the "**Grading Plan**") showing the following information:
 - 14.1 The existing and final elevations of the Land, which elevations shall be determined by reference to a geodetic benchmark,
 - 14.2 The final grades of all roads and existing properties on and in the vicinity of the Condominium Plan; and
 - 14.3 The stormwater management plan and facilities, including all land designated for drainage works.

CONSTRUCTION WORK PLAN

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

- 15.1 A map showing the haul road or road for construction traffic required by section 30 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
- 15.2 A map showing the location of the vacant land condominium sign required by section 24;
- 15.3 Confirmation of municipal protocols for the scheduling of inspections for the Site Development Works per the following:
 - All municipal inspections are to be scheduled with a minimum 10 working days' notice in advance of the date of inspection;
 - Municipal inspections relating to final acceptance of the Site Development Works as contemplated by this Agreement will not be scheduled during the period extending from February 15th to April 15th.
- 15.4 A Surface Features Plan certified by the Developer's Engineers illustrating the location of:
 - Sidewalks;
 - Fire hydrants;
 - Street and traffic signage for the common element private road;
 - Street-lighting for the common element private road;
 - Hydro transformers and communications pedestals;
 - Emergency access designated to the satisfaction of the Municipality; and
 - Community mailboxes.
- 15.5 A sediment and erosion control plan;
- 15.6 A street cleaning schedule for the common element private road and for Municipal road allowances affected by the Site Development Works;
- 15.7 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Site Development Works; and
- 15.8 The form of notice to be given to affected landowners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in section 15.7 above.

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

APPROVAL BY MUNICIPAL ENGINEER

16. The plans, specifications, contracts, scheduling and cost estimates referred to in section 13 and the Grading Plan and the Construction Work Plan shall be considered amended, if necessary, with the concurrence of the Developer and the Developer's Engineers, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Developer of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates or the Grading Plan or the Construction Work Plan.

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

17. In addition to the approval of the Municipal Engineer as required by section 16, all such plans, scheduling, specifications, including and particularly those detailing the supply of potable water to and the handling of waste water and stormwater from the Land, erosion and sediment control during construction, and the Grading Plan shall be considered, amended if necessary and approved as amended by the Ministry of the Environment, Conservation and Parks (the "**MECP**"), if and where required.

ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY

18. In addition to the approval of the Municipal Engineer as required by section 16, all unit grading plans, drainage plans, storm water management plans, sediment and erosion control measures to be used during construction, as well all Site Development Works located in regulated areas shall be considered amended if necessary with the concurrence of the Developer and of the Developer's Engineer, and thereafter accepted by the Upper Thames River Conservation Authority as amended (hereinafter referred to as the "**Conservation Authority**").

STORMWATER MANAGEMENT PLAN

19. The Developer shall submit a detailed stormwater management brief to be reviewed and approved by the MECP, if required, and by the Municipal Engineer. The stormwater management brief shall confirm consistency with the existing approved stormwater management design and Consolidated Linear Infrastructure Environmental Compliance Approval (the "**CLI**") and any proposed plans if on-site controls are required and shall be based upon the following documents and drawing:

- 19.1 Site Grading Plan;

19.2 Strik Baldinelli Moniz Ltd., Existing Conditions, Removals and Sediment & Erosion Control Plan, drawing C2, dated May 15, 2023.

The final stormwater management brief shall incorporate necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction. A site supervisor shall be designated whose primary function is to ensure that the recommendations of the stormwater management plan are implemented. A work activity log shall be maintained to record the dates and descriptions of work activities and site inspections relating to sediment and erosion control measures and such log is to be made available to the Municipality at the request of the Municipal Engineer. Inspections shall occur on a regular basis during construction and after significant storm events until rehabilitation is complete.

HYDROGEOLOGICAL / GEOTECHNICAL STUDY

20. The Developer shall comply with all of the obligations, responsibilities and any interim measures required for the development of this Condominium Plan as set out in the Hydrogeological Study that shall include a Chloride Impact Assessment ("**Hydrogeological Study**"), as approved by the Municipality and Ministry of Environment, Conservation and Parks, if required.
21. The Developer shall comply with all of the obligations, responsibilities and any interim measures required for the development of this Condominium Plan as set out in the Geotechnical Study in addition to being required to obtain all necessary approvals and permits from any governmental and/or regulatory bodies.

HOMEOWNER INFORMATION PACKAGE

22. The Developer shall provide a homeowner information package in accordance with all applicable law and regulatory requirements describing the On-Site Facilities and indicating the responsibilities of the condominium corporation and of the unit owners, not the Municipality, to maintain, repair and replace same as required from time to time. The Developer shall provide a copy of such information package to every person who makes an offer to purchase any unit as shown on the Plan before such person is bound by an agreement to purchase such unit.

ENVIRONMENTAL PROTECTION MEASURES

23. The Developer shall implement any environmental protection measures recommended in the stormwater management plan required as contemplated by section 19, that are not capable of being addressed under the *Ontario Water Resources Act*.

SIGN OF CONDOMINIUM PLAN

24. The Developer shall erect at the time of commencement of the construction of the Site Development Works and shall thereafter maintain until the time when seventy-five (75%) percent of the units as shown on the Plan have had constructed thereon dwellings

which are available for residential occupancy, a sign showing the Condominium Plan; and such sign shall:

- 24.1 Be at least 1.0 metres (3 feet) by 2.0 metres (6 feet) in size,
- 24.2 Be located at a place on the Land approved in writing by the Municipal Engineer, and
- 24.3 Show the various units and common element blocks on the Condominium Plan and the permitted uses thereof.

AUTHORIZATION TO PROCEED WITH CONSTRUCTION

25. Unless and until authorized by written agreement, no construction or installation of the Site Development Works shall commence nor shall the Developer cause or permit any grading or other activities on the Land unless and until the Municipal Engineer has issued an Authorization to Proceed with Construction as contemplated by this section 25. The Municipal Engineer shall not issue an Authorization to Proceed with Construction as contemplated by this section 25 until:

- 25.1 after the written approval of the Municipal Engineer, and the approval of the MECP, if required, and of the Conservation Authority, if required, have been given with respect to all of the Site Development Works as contemplated by sections 14 to 19;
- 25.2 the solicitor's opinion required by section 7 above has been delivered to the Clerk;
- 25.3 a certificate of insurance as required in accordance with section 39 has been given to the Clerk;
- 25.4 the Letter of Credit as required in accordance with section 36 of this Agreement has been furnished to the Clerk; and
- 25.5 the Developer has paid all funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with the Plan as described in section 67 and section 69 below;

but once all of the above matters have been satisfied to the satisfaction of the Municipality, acting reasonably, the Municipal Engineer shall issue an "Authorization to Commence Work" upon receipt of the "Authorization to Commence Work" the Developer shall complete rough grading of the Land or cause the 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, acting reasonably, and the Developer shall cause or continue to cause to be constructed and installed the Site Development Works on a continuous basis and as quickly as possible and shall complete the Site Development Works to the stage of the issuance by the Municipal Engineer of the Certificate of Acceptance, as contemplated by section 45, within one (1) year of receipt of the Authorization to Commence Work. The Developer may at any time and from time to time seek an extension or extensions of such one (1) year period in respect of all or any part or parts of the Site Development Works and the Municipal Engineer may grant any such request on such terms and conditions as the Municipal Engineer may see fit to impose, acting reasonably. Such a request for an extension shall be accompanied by a justification prepared by the Developer's Engineers supporting the request and describing the technical basis for the extension request and shall also specify the length of the extension proposed.

INSPECTION AND CONTRACT ADMINISTRATION OF CONSTRUCTION

26. The construction and installation of the Site Development Works shall be carried out under the full-time inspection and contract administration of the Developer's Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement, particularly, without limiting the generality of the foregoing section 49 (Inspections) and section 50 (Orders); provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall not relieve the Developer of responsibilities for any negligence or any errors or omissions or from the Developer's obligation to construct, install and maintain the Site Development Works in a good workmanlike and complete manner and in accordance with this Agreement.

STANDARD OF WORK AND VARIATIONS

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

GENERAL MAINTENANCE

28. Until final acceptance of the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall maintain or cause to be maintained all of the Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter

maintenance of roads within the Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable laws.

MAINTENANCE OF DRAINS

29. During the installation and construction of the Site Development Works and until final acceptance of the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall maintain in working operation and repair all drains in use on the Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Site Development Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Site Development Works.

HAUL ROADS

30. Until final acceptance of the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Site Development Works or related building construction along such streets as are specified by the Municipal Engineer or, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Developer. Construction activities shall minimize or eliminate danger of damage or inconvenience to vehicles using Oxbow Drive at all times.

INSTALLATION OF UTILITIES

31. The Developer shall arrange to have Hydro One, Enbridge, Bell Canada, Rogers 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 Developer acknowledges and agrees that the Developer's obligations hereunder to construct, install, maintain and repair the Site Development Works includes the replacement or repair of any of the Site Development Works which are damaged or altered in connection with the installation of any such utilities or distribution systems.

UTILITIES EASEMENTS

32. The Developer shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 32

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 41, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario in the form of Schedule "I" 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

33. The Developer shall co-operate with Bell Canada, Hydro One, Union Gas, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Site Development Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Land. The Developer agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of the Site Development Works and, in this connection, the Developer shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has accepted the Site Development Works, as contemplated by section 46 of this Agreement.

CANADA POST COMMUNITY MAILBOXES

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

DEVELOPMENT CHARGES

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

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

LETTER OF CREDIT

36. 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 25 of this Agreement, the Developer shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "M" attached hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an

amount which is equal to 100% of the estimated cost of the Site Development Works as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Site Development Works or TWENTY-FIVE THOUSAND, (\$25,000.⁰⁰) DOLLARS, whichever is greater.

SECURITY FOR ALL DEVELOPER'S OBLIGATIONS

37. The security provided by the Developer as required by section 36 shall be for the purpose of securing performance of all of the obligations of the Developer under this Agreement including, without limiting the generality of the forgoing, payment of money payable by the Developer to the Municipality in accordance with section 43 and section 67 of this Agreement.

PARTIAL RELEASE OF SECURITY

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

38.1 An interim completion certificate ("ICC"), following substantially the form set out in Schedule "N"; issued by the Developer's Engineers as to the part of the Site Development Works that have been installed, constructed and completed to the date of the interim completion certificate and as to the value of the part of the Site Development Works completed, and

38.2 an estimate by the Developer's Engineers of the cost which, in such engineer's opinion, is required to complete the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement.

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

DOLLARS, whichever is greater, until the Municipality has finally accepted the Site Development Works, as contemplated by section 46 of this Agreement.

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

INSURANCE

39. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 46 of this Agreement, the Developer shall maintain in force and effect insurance that satisfies the following:
- 39.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contract;
 - 39.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
 - 39.3 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;
 - 39.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Developer as if the Municipality was separately insured;
 - 39.5 such insurance shall provide coverage which shall continue until the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 46 of this Agreement;
 - 39.6 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;
 - 39.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
 - 39.8 such insurance shall otherwise be in form satisfactory that is, from time to time, acceptable to the Municipality.

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Developer shall provide the Municipality with evidence of the insurance to be provided as required by this section 39 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate(s) shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the Agreement dated August ●, 2023 between the Municipality of Middlesex Centre and Oxbow Developments Partnership

The Developer shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Developer shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section 39.

INDEMNITY

40. Until the Municipality has finally accepted the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all losses, damages, expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contracts; and the insurance coverage policy required by section 39, shall not be construed as relieving the Developer from responsibility for indemnity of the Municipality and its agents, employees, contractors, and subcontractors, for liability not covered by such insurance or in excess of the policy limits of such insurance.

INTERIM COMPLETION CERTIFICATE ("ICC")

41. Upon completion of:
- 41.1 the underground services to be constructed and installed as part of the Site Development Works;
 - 41.2 all street signage has been provided to the satisfaction of the Municipal Engineer;
 - 41.3 subject to section 42, all utilities required by section 31;
 - 41.4 subject to section 42, all street lights such that they are fully operational; and

- 41.5 a full depth granular B road base suitable for emergency vehicle access on all common element private street to be constructed as part of the Site Development Works;
- 41.6 written confirmation that the Developer and Developer's Engineer have reviewed the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence;

Provided that the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of the items set out above in sections 41.1 to 41.5, inclusive above, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance ("ICPA") with respect to the Site Development Works.

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

- 41.7 a certification in substantially the form set out in Schedule "N";
- 41.8 a solicitor's opinion as to utilities' easements as required by section 32 and as required for Canada Post by section 34;
- 41.9 a video camera inspection of all private storm and sanitary sewers accompanied by a written report from the inspection company;
- 41.10 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 41.11 a report identifying any deficiencies in the Site Development Works and how such deficiencies are to be addressed; and
- 41.12 an updated Surface Features Plan certified by the Developer's Engineers as required by section 15.4, showing the location of
 - 41.12.1 Sidewalks;
 - 41.12.2 Fire hydrants;
 - 41.12.3 Street and traffic signage for the common element private road;
 - 41.12.4 Street-lighting for the common element private road;
 - 41.12.5 Hydro transformers and communications pedestals
 - 41.12.6 Emergency access areas designated to the satisfaction of the Municipality; and

41.12.7 Community mailboxes.

The Developer may submit to the Municipal Engineer an Interim Completion Certificate and upon such submissions may apply for a partial release of security in accordance with section 38.

ARRANGEMENTS FOR UTILITY INSTALLATION

42. Notwithstanding the requirement of section 41 that the utilities referred to in section 31 are to be completed and that street lights are to be fully operational before the Developer may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Developer may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section 31. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units, the Municipal Engineer may issue an Interim Certificate of Provisional Acceptance.

WINTER MAINTENANCE OF COMMON ELEMENT STREETS

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

MIDDLESEX CENTRE'S WATER DISTRIBUTION SYSTEM

44. The Developer and the Developer's Engineer shall review the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence (the "**Municipality's Drinking Water Works**") as available on the Municipality's website to ensure that they are aware of, and comply with, all of the requirements of the Municipality's Drinking Water Works for the Municipality's Water Distribution System. All watermains and appurtenances thereto constructed will form part of the Municipality's Water Distribution System as defined by the *Safe Drinking Water Act, 2002*, S.O. 2002, c.32 as may be amended or replaced from time to time. The Developer shall confirm in writing no more than three (3) weeks following the execution of this Agreement and prior to commencing any construction activities confirmation that the Developer and Developer's Engineer have reviewed the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence.

COMPLETION CERTIFICATE OF SITE DEVELOPMENT WORKS

45. Upon the completion of all of the Site Development Works and of all utilities to be constructed and installed as required by section 31, the Developer may submit to the

Municipal Engineer a Certificate of Completion for the Site Development Works and may apply for a partial release of security in accordance with section 38.

The Completion Certificate shall include:

- 45.1 A Completion Certificate for the Site Development Works issued by the Developer's Engineers in substantially the form set out in Schedule "O", certifying that the Site Development Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 45.1.1 except for a final course of asphalt and final restoration of curbs and curb cuts on private common element streets;
- 45.1.2 except for the operation for at least one year of management of stormwater facilities as required by section 19 of this Agreement;
- 45.1.3 except for those Site Development Works that may be included within an agreement made by the Developer in favour of the Municipality which complies with section 158 of the *Condominium Act, 1998*, as amended, (hereinafter referred to as the "**Section 158 Agreement**"); and
- 45.1.4 except landscaping, plantings and grading of the Land, including the provision of a Final Grading Certificate, contemplated by section 45.7 below.
- 45.2 A Section 158 Agreement that ensures the installation and completion of all of the Site Development Works including but not limited to any underground servicing works and the following shall apply:
- 45.2.1 The Section 158 Agreement shall provide that, until all dwellings have been completed on all of the units as shown on the Plan, the Developer shall maintain, repair and replace the private common element streets to the satisfaction of the Municipal Engineer; and that, after all such dwellings have been completed, the Developer shall complete the installation and construction of the private common element streets, including asphalt repair, correcting any settlement, applying a final course of asphalt, restoring curbs and making final adjustments to and parging of manholes and catchbasins such that all is in good order and repair, in accordance with the approved plans and specifications and otherwise in accordance with this Agreement and to the satisfaction of the Municipal Engineer.
- 45.2.2 The Section 158 Agreement shall require that the Developer continue to adhere to the Stormwater Management Plan as indicated in Section 19 of this Agreement.

- 45.2.3 The Section 158 Agreement shall require that the Developer complete landscaping, plantings and grading of the Land in accordance with the plans and specifications approved in accordance with this Agreement and otherwise to the satisfaction of the Municipal Engineer until after all dwellings have been completed on all of the units as shown on the Plan, and in this connection the Parties agree that the delivery of a Final Grading Certificate contemplated by section 45.7 may be deferred until all such dwellings have been completed on all of the units as shown on the Plan.
- 45.2.4 The Section 158 Agreement shall require that the Developer complete the installation of utilities and street lighting, if any such utilities or street lighting is not yet completed, provided that all utilities and street lighting shall be installed and completed to the satisfaction of the Municipal Engineer pursuant to section 42 above.
- 45.2.5 The Section 158 Agreement shall provide that the following shall continue to apply *mutatis mutandis*:
- 45.2.5.1 Section 24 (Sign of Condominium Plan);
 - 45.2.5.2 Section 26 (Inspection of Construction);
 - 45.2.5.3 Section 27 (Standard of Work and Variations);
 - 45.2.5.4 Section 28 (General Maintenance);
 - 45.2.5.5 Section 29 (Maintenance of Drains);
 - 45.2.5.6 Section 30 (Haul Roads);
 - 45.2.5.7 Section 33 (Utilities Coordination);
 - 45.2.5.8 Section 36 (Letter of Credit) adjusted to provide that the Letter of Credit is required to be amended to reference and stand as security for the obligations arising under both this Agreement and the Section 158 Agreement;
 - 45.2.5.9 Section 37 (Security for All Obligations);
 - 45.2.5.10 Section 39 (Insurance) adjusted to provide an amended Insurance Certificate is required which confirms coverage applies to the obligations arising under both this Agreement and the Section 158 Agreement;
 - 45.2.5.11 Section 40 (Indemnity);

- 45.2.5.12 Section 42 (Utility and Street Light Installation)
- 45.2.5.13 Section 45 (Completion Certificate) adjusted to apply to the exceptions referred to in section 45.1;
- 45.2.5.14 Section 46 (Release of Condominium Registration) adjusted to reflect the exceptions referred to in section 45.1;
- 45.2.5.15 Section 48 (Construction Lien);
- 45.2.5.16 Section 49 (Right of Inspection);
- 45.2.5.17 Section 50 (Municipal Engineer Orders)
- 45.2.5.18 Section 51 (Remedies);
- 45.2.5.19 Section 52 (Court Action);
- 45.2.5.20 Section 54 (Realizing on Security)
- 45.2.5.21 Section 55 (Call on Letter of Credit);
- 45.2.5.22 Section 56 (Replacement of Letter of Credit)
- 45.2.5.23 Section 67 (Municipal Costs);
- 45.2.5.24 Section 68 (Complaint Procedure);
- 45.2.5.25 Section 70 (Right to Contest Municipality's Costs);
- 45.2.5.26 Section 71 (Conflict of Requirements);
- 45.2.5.27 Section 72 (Expense of Developer);
- 45.2.5.28 Section 73 (Interest and Liens)
- 45.2.5.29 Section 74 (Estoppel);
- 45.2.5.30 Section 76 (Time of Essence);
- 45.2.5.31 Section 77 (Giving of Notice);
- 45.2.5.32 Section 78 (Assignment);
- 45.2.5.33 Section 79 (Severability);
- 45.2.5.34 Section 80 (Number and Gender); and

- 45.2.5.35 Section 81 (Interpretation).
- 45.2.6 The Section 158 Agreement shall require that the Developer post a letter of credit security to ensure completion of all that is required of the Developer by the Section 158 Agreement.
- 45.2.7 The Section 158 Agreement shall require that, not later than ten (10) days after the registration of the Declaration and Description under the *Condominium Act, 1998*, as amended, the Developer shall give notice to the MECP,
- 45.2.7.1 advising of the date of registration of the Declaration and Description for the vacant land condominium,
- 45.2.7.2 offering to register the private common element water supply infrastructure as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act* and associated regulations, and,
- 45.2.7.3 giving the notice contemplated by subsection 10.1(1) of O.Reg. 170/03 with respect to such private common element water supply infrastructure in the event the MECP determines that the *Safe Drinking Water Act* and associated regulations apply to such water supply infrastructure substantially in the form of Schedule "Q" attached to this Agreement,
- 45.2.7.4 and shall provide to the Municipality confirmation that the notice has been sent, along with a copy of the notice.
- 45.2.8 The Section 158 Agreement shall require that the Developer make such amendments to the Declaration as are necessary in the opinion of the Municipal Solicitor to satisfy the requirements of clause 158(1)(b)(iii) of the *Condominium Act, 1998*, as amended.
- 45.2.9 The Section 158 Agreement shall be in form and substance satisfactory to the Municipality and be executed by the Parties and registered on the title to the Land in priority to all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer except for the Municipality and those listed in Part 1 of Schedule "G" to this Agreement.
- 45.3 A certificate issued by the Developer's Engineers that all Site Development Works storm and sanitary sewers have been flushed and cleaned;
- 45.4 A certificate issued by the Developer's Engineers that all Site Development Works water valves, curb stops, and hydrants have been inspected for operation;

- 45.5 A Statutory Declaration of an authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance, and repair of the Site Development Works have been paid and that there are no outstanding claims relating thereto;
- 45.6 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 Condominium Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 45.7 A Final Grading Certificate issued by the Developer's Engineers for each unit and common element block on the Condominium Plan certifying that the grading and drainage for each unit and common element block are in accordance with the approved Grading Plan; provided that, in the case of units and common element blocks on the Condominium Plan for which grading certificates have been issued in accordance with section 58.10 below, such grading certificates will be sufficient to satisfy the requirements of this section 45.7 with respect to the units and common element blocks to which they apply;
- 45.8 Drawings showing the Site Development Works "as built" in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 45.9 Two (2) sets of full-sized drawings showing the Site Development Works "as built";
- 45.10 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 the following format:

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

The files delivered to the Municipality shall be in metric units and relate to the UTM grid, Zone 17, 1976 adjustment, and contain only UTM coordinates such that the file can be directly overlaid on the mapping with no scaling or further

adjustment. The development must be related to UTM control in a manner which conforms substantially with the "Guidelines For Relating Cadastral Surveys To Control Survey Networks" published by the Association of Land Surveyors. To this end, the Developer shall cause to be supplied the surveyors' field notes and raw data showing the times to control.

- 45.11 So long as the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of all of the Site Development Works, except those referred to in sections 45.1.1, 45.1.2, 45.1.3 and 45.1.4 above, and of all utilities to be constructed and installed as required by section 31, the Municipal Engineer shall issue a Certificate of Acceptance with respect to the Site Development Works and such security as is then retained by the Municipality shall be released to the Developer, except that required to secure the Developer's obligations under the Section 158 Agreement.

RELEASE OF CONDOMINIUM REGISTRATION

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

REGISTRATION OF CONDOMINIUM PLAN

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

CONSTRUCTION LIEN

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

RIGHT OF INSPECTION

49. The Municipal Engineer shall have the right at any time and from time to time to enter upon the Land and other land upon which any of the Site Development Works are or are to be constructed or installed and to make such tests and inspections as to the

Municipal Engineer may seem desirable, and to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in the Municipal Engineer's opinion, is desirable to obtain in order to facilitate such inspection and supervision and, if the Municipal Engineer shall deem it necessary, to engage technical consultants to assist him in the performance of any inspection or supervision which technical consultants, if engaged, shall be paid by the Developer.

MUNICIPAL ENGINEER ORDERS

50. If the Municipal Engineer is not satisfied that installation, construction, maintenance or repair of the Site Development Works is being done in accordance with the approved plans and specifications or in accordance with good engineering practice, the Municipal Engineer may stop the Site Development Works for any length of time until he is so satisfied; and, if the Municipal Engineer deems that the Site Development Works is not proceeding in a proper manner, he may stop the Site Development Works and require that another contractor be placed on the job to complete the Site Development Works and all costs incurred by the Municipality in so doing shall be paid by the Developer forthwith upon demand by the Municipality.

REMEDIES

51. In addition to any other remedy, which the Municipality may have for breach of this Agreement, the Municipality, at its option, may:
- 51.1 Enter and re-enter the Land and undertaken and complete any part of all of the Site Development Works and the On-Site Facilities in respect of which there has been a breach, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the owner of the Land from time to time;
 - 51.2 Make any payment, which ought to have been made by the owner of the Land from time to time and recover the amount thereof from such owner; and
 - 51.3 Do any other thing required of the owner of the Land from time to time and recover the cost of so doing from such owner;

provided that the Municipality shall give at least five (5) days prior notice, except in cases of the Site Development Works not functioning or not functioning properly, such that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Land by the Municipality or the doing of anything by the Municipality as authorized by this section 51 shall be as agent for the owner of the Land; and the Developer covenants and agrees for itself for subsequent owners of the Land and that neither it nor they nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 51 by the Municipality.

COURT ACTION

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

BUILDING PERMIT REMEDY

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

REALIZING SECURITY

54. In addition to any other remedy which the Municipality may have against the Developer for breach of or default under this Agreement, after first giving five (5) days' notice of such breach or default to the Developer, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Municipality from the Developer under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Developer upon final acceptance of the Site Development Works as contemplated by section 46 of this Agreement; but, if there is a deficiency, the same shall be recoverable in full from the Developer forthwith upon demand.

CALL ON LETTER OF CREDIT

55. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 36 hereof will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Developer's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Developer.

REPLACEMENT OF LETTER OF CREDIT

56. Where any payment is demanded or made under the Letter of Credit, the Developer shall forthwith cause a new Letter of Credit to be issued to reinstate the amount

secured by such Letter of Credit in the same amount as was available under the Letter of Credit prior to the demand or making of the payment thereunder.

UNIT GRADES

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

DEVELOPMENT CONTROL FOR DWELLINGS

58. As a condition of the development or redevelopment of any of units 1 to 50, inclusive, as shown on the Condominium Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 58.1 The owner of each unit shall provide and maintain a paved parking area on the unit and a paved driveway from the traveled portion of the private street from which access to the unit is permitted to such parking area on the unit;
- 58.2 The owner of each unit shall connect the dwelling to the private sanitary sewer P.D.C. located at the unit boundary line in accordance with the Municipality's specification for sewer installations;
- 58.3 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private sanitary sewer P.D.C. located on the unit or at the unit boundary;
- 58.4 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private storm sewer P.D.C. provided for the unit but such owner may discharge sump pump effluent to such storm sewer P.D.C.;
- 58.5 The owner of each unit shall maintain that portion of the private common element street from which access to the unit is available between the unit boundary line and the traveled portion of the private street;
- 58.6 The owner of each unit shall affix and maintain their assigned municipal street number to the main dwelling on the unit, a minimum of 12.7 centimetres in height and clearly visible from the private common element street, all in accordance with the Municipality's municipal addressing policies;
- 58.7 Before the development or re-development of each unit, the owner of the unit shall prepare and submit to the Municipality for approval, a detailed site plan prepared by an Ontario Land Surveyor, showing the location and dimensions of all buildings and structures to be erected upon the unit for review and approval of the Municipality;

- 58.8 The owner of each unit shall submit to the Municipality for approval, with the site plan referred to in section 58.7 above, a Unit Grading Plan issued by an Ontario Land Surveyor or qualified Professional Engineer identifying the proposed grading and appurtenant drainage works. The Unit Grading Plan is to be stamped by the Developer's Engineers certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this Agreement";
- 58.9 The owner of each unit shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and that the final footing elevations are in conformity with the site plan referred to in section 58.7; and, in the case of dwelling units which are not fully detached dwellings, no framing inspection may requested until such interim certificate has been provided;
- 58.10 Within thirty (30) days after completion of the development or re-development of a unit the owner of such unit shall provide to the Municipality a Final Grading Certificate prepared the Developer's Engineers that includes a certification that the unit grades and the location of all structures then on such unit are in conformity with the site plan referred to in section 58.7 above;
- 58.11 The owner of each unit shall not alter the finally certified Grades and/or the Grading Pattern for the occupied unit; and
- 58.12 The owner of each unit shall maintain in good repair any walls, fences or hedges located on the unit and any other suitable ground cover located on the unit to provide adequate landscaping of the unit and to provide protection to adjoining properties.

MAINTENANCE OF UNITS

59. The facilities and works required by section 58 shall be provided and maintained by the owner of each unit from time to time at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of Section 446 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

BUILDING PERMITS

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

60.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 41; and

60.2 The site plan referred to in section 58.7 and the unit grading plan referred to in section 58.8 have been approved by the Municipality.

PREMATURE APPLICATIONS FOR BUILDING PERMIT

61. *Intentionally deleted.*

MAINTENANCE OF PRIVATE STREETS

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

COST OF SITE DEVELOPMENT WORKS

63. The Developer, when selling any units on the Plan shall include in the price thereof the costs of the Site Development Works in order that a purchaser shall not be required to pay any of the cost thereof over and above the purchase price paid to the Developer for the said unit save and except the payment of development charges or Municipal Act rates which may be required to be paid to the Municipality by third party purchasers from the Developer in accordance with and as contemplated in section 35 of this Agreement.

COVENANT OF PURCHASERS

64. The Developer shall not accept any offer to purchase any unit within the Condominium Plan unless the Developer has given to such offeror, prior to the making of such offer, written notice about section 58 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Developer shall prior to transferring any part of the Land register notice of the section 58 requirements under this Agreement by way of registered restrictions on title to the Land which shall run with the Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Land.

PRIVATE STREET NAMES

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

PROPERTY TAXES AND RELATED ASSESSMENTS

66. The Developer shall pay all taxes, including all water rates and storm and sanitary sewer rates and assessments, levied on the Land in accordance with the assessment thereof

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

MUNICIPAL COSTS

67. The Developer agrees to pay to the Municipality its reasonable costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the reasonable cost of administration, inspection, supervision and all other work and services required by the Municipality in connection with this Agreement and the following provisions apply:
- 67.1 The Municipality shall be entitled to be reimbursed for its actual reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, inspection, supervision and all other work or services required by this Agreement, including the negotiations leading to and the preparation of any agreements, including this Agreement, costs of dealing with questions, complaints and other communications as set out in section 68 below and costs arising out of the realization upon any security given thereunder.
- 67.2 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 Land, including negotiation and preparation of any agreements, including this Agreement, the completion of all work required by any such agreements, including this Agreement, and the realization upon any security given thereunder.
- 67.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 67.2 shall be established by resolution of the Municipal Council from time to time.
- 67.4 The Municipality may issue invoices to the Developer, from time to time, for its expenses and for the time of its staff and the Developer shall pay the same forthwith.

COMPLAINT PROCEDURE

68. The Parties acknowledge that from the time when the Land is rough graded as contemplated by section 25 above, during construction and installation of the Site Development Works in accordance with this Agreement and until final acceptance of the Site Development Works, as contemplated by section 46 of this Agreement, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Site Development Works and about the maintenance of the Land, private common element streets and pedestrian

walks within the Land as required by section 28 above and about matters related to building construction on and development of the Land. The Parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Developer's Engineers for response and resolution. The Parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Developer as part of the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 67 above.

OUTSTANDING INVOICE PAYMENTS

69. Concurrently with the Developer's execution of this Agreement, the Developer shall pay to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, inspection, 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

70. The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to section 67 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Developer has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a court of competent jurisdiction and the Developer shall indemnify the Municipality, on a Solicitor and his own Client basis for all costs or expenses incurred by the Municipality in connection with such determination.

CONFLICT OF REQUIREMENTS

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

EXPENSE OF DEVELOPER

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

INTEREST AND LIENS

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

ESTOPPEL

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

BY-LAWS BINDING

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

TIME OF ESSENCE

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

GIVING OF NOTICE

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

For the Developer: Oxbow Developments Limited Partnership
1956 Mallard Road
LONDON, Ontario N6H 5M1

Attention: Bob Cabral
Email: locoholdings@telus.net

For the Municipality: Municipality of Middlesex Centre,
R.R. #2, 10227 Ilderton Road,
ILDERTON, Ontario N0M 2A0

Attention: James Hutson, Clerk
Email: hutson@middlesexcentre.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 (4) business days following the time of mailing, in which event it shall be effective when delivered to the addressee.

ASSIGNMENT

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

SEVERABILITY

79. 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

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

INTERPRETATION

81. 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

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

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

PUBLIC SCHOOL ACCOMMODATION

83. The Developer agrees that the following notice be included in each sale agreement for the sale of the Units in the Condominium Plan:

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

HAZARDOUS MATERIAL

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

CASH-IN-LIEU OF PARKLAND

85. The Developer shall provide cash-in-lieu of parkland dedication to the Municipality pursuant to the provisions of the *Planning Act*, R.S.O. 1990, c.P. 13, equal to the value of 5% of the total land area for residential purposes as determined by a qualified person to the satisfaction of the Municipality.

UNITS FRONTING ON MUNICIPAL RIGHTS-OF-WAY


86. The Developer shall take appropriate measures to ensure that during construction of any units fronting along Municipal rights-of-way that no damage or harm occurs to the existing Municipal infrastructure. In the event of any such damage or harm the Developer shall be responsible to immediately repair the damage to the satisfaction of the Municipality.

NOISE WARNING

87. The Developer shall take steps to ensure that any noise and vibration attenuation measures required to meet all applicable regulatory requirements of Governmental Authorities including but not limited to the Ministry of Environment, Conservation and Parks shall be undertaken and implemented.

IN WITNESS WHEREOF the Parties have hereunto executed this agreement attested to by the hands of their respective proper officers duly authorized in that behalf.

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP

Per:  Authentisign
8/14/2023 9:34:45 AM EDT

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Partnership.

Approved and authorized by By-law
No. _____ enacted the ____ day of
_____, 2023.

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____

Aina DeViet, Mayor

Per: _____

James Hutson, Clerk

We have the authority to bind the Municipality.

LIST OF SCHEDULES

Schedule "A" – The Land

Schedule "B" - The Survey Plan of Vacant Land Condominium

Schedule "C" - Site Development Works

Schedule "D" – On-Site Facilities

Schedule "E" – Servicing Plans

Schedule "F"- Intentionally deleted

Schedule "G" - Encumbrances

Schedule "H" - Solicitor's Opinion

Schedule "I" - Solicitor's Opinion for Utilities' Easements

Schedule "J" – Intentionally deleted

Schedule "K" - Undertaking by Developer's Engineer

3.

Schedule "L" –Intentionally deleted

Schedule "M" - Irrevocable Letter of Credit Format

Schedule "N" - Interim Certificate of Completion of Works

Schedule "O" - Certificate of Completion of Works

Schedule "P" – Intentionally deleted

Schedule "Q" – SDWA Notification

SCHEDULE "A"

to

THIS DEVELOPMENT AGREEMENT made this ____ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

LAND

PART LOT 6, CON 3 LOBO, PART 1, 33R21497; TOGETHER WITH AN EASEMENT OVER PART LOT 6, CON 3 LOBO PART 4, 33R21497 AS IN ER1453825; MUNICIPALITY OF MIDDLESEX CENTRE – PIN 09664-0623; and

PART LOT 6, CON 3 LOBO, PARTS 2 AND 3, 33R21497; SUBJECT TO AN EASEMENT OVER PART 3, 33R21497 IN FAVOUR OF PART LOT 6, CON 3 LOBO, PARTS 1-4 33R6776 EXCEPT PARTS 1 TO 3 33R7661 & PARTS 1,2 33R21086 AS IN ER1453824; TOGETHER WITH AN EASEMENT OVER PART LOT 6, CON 3 LOBO, PART 4, 33R21497 AS IN ER1453825; MUNICIPALITY OF MIDDLESEX CENTRE – PIN 09664-0622

SCHEDULE "B"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

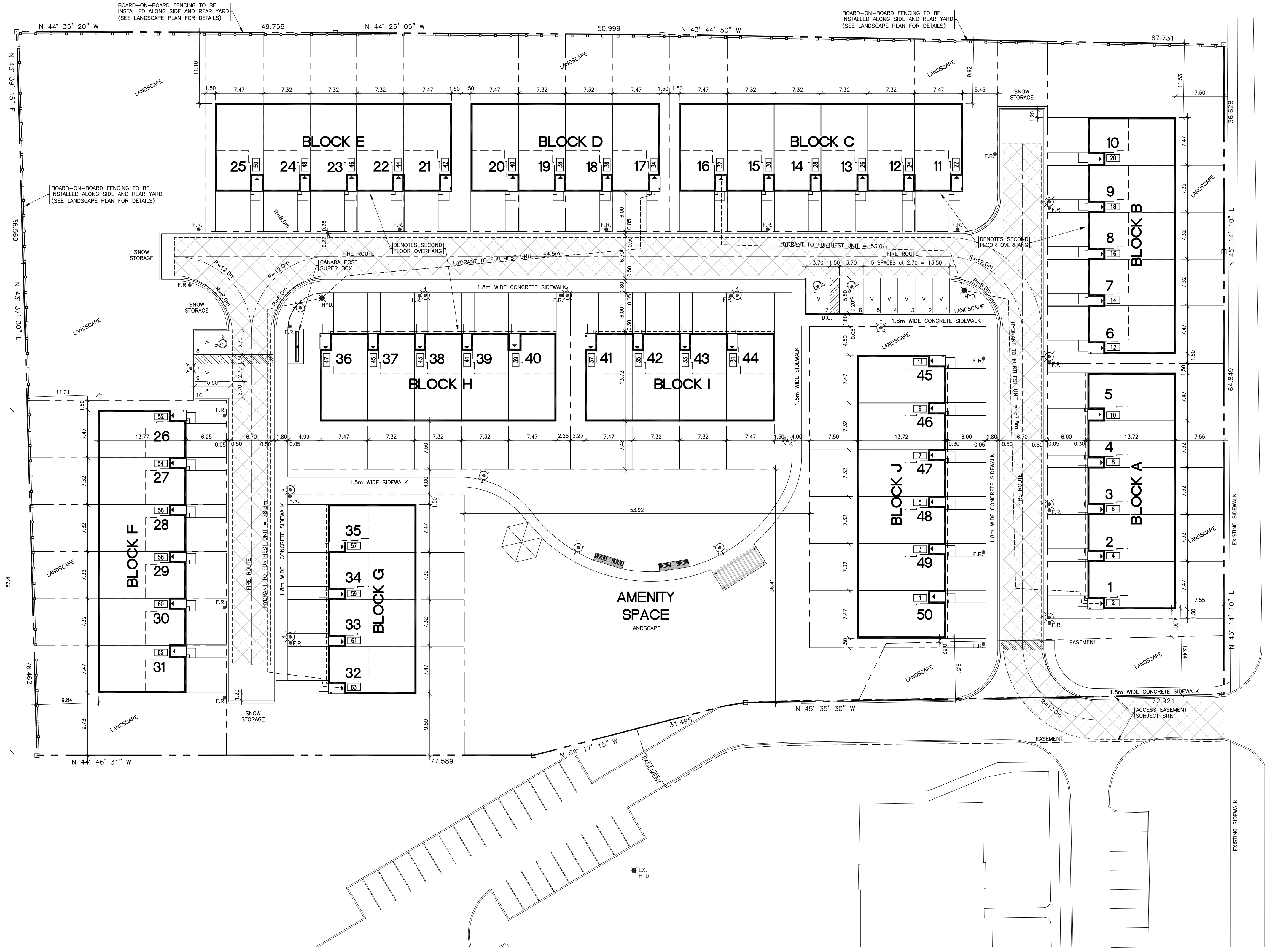
- and -

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

OF THE SECOND PART

SITE PLAN OF LANDS

SEE NEXT PAGE



CURRENT ZONING I		
PROPOSED ZONING UR3-14		
REGULATION	REQUIRED	PROPOSED
LOT AREA (MINIMUM)	250sq.m./unit = 12,500sq.m.	20,185 sq.m.
LOT FRONTAGE (MINIMUM)	30.0 m	101.5 m
LOT DEPTH (MINIMUM)	35.0 m	185.5 m
FRONT YARD (MINIMUM)	6.0 m	7.5 m
INTERIOR SIDE YARD - WEST (MIN.)	3.0 m	9.5 m
INTERIOR SIDE YARD - EAST (MIN.)	4.5 m	9.5 m
REAR YARD (MINIMUM)	9.0 m	9.8 m
MINI. FLOOR AREA PER DWELLING UNIT	65.0 sq.m.	140 sq.m.
DRIVEWAY COVERAGE	15% OF LOT AREA	8.7%
HEIGHT (MAXIMUM)	12.0 m	8.5 m
DENSITY (MAXIMUM)	25 upHa = 50 UNITS	25 upHa = 50 UNITS
OUTDOOR AMENITY AREA (MINIMUM)	45.0sq.m./unit = 2,250sq.m.	355sq.m./unit = >2,750 sq.m.
LOT COVERAGE (MAXIMUM)	35%	25%

* DOES NOT INCLUDE COMMON AMENITY AREA

PARKING REQUIREMENTS:
 REQUIRED:
 TOTAL SPACES REQUIRED 1.5 SPACES PER UNIT
 50 UNITS x 1.5 = 75 SPACES
 TOTAL SPACES REQUIRED = 75 SPACES

PROVIDED:
 SPACES PROVIDED = 100 WITHIN GARAGE
 SPACES PROVIDED = 100 WITHIN DRIVEWAY
 SPACES PROVIDED = 10 VISITOR
 TOTAL PARKING PROVIDED = 210 SPACES

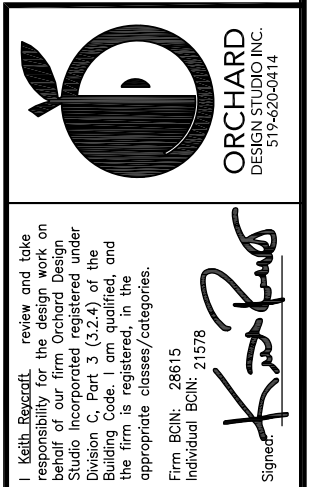
BARRIER FREE PARKING REQUIREMENTS:
 REQUIRED:
 3 SPACE PER 75 OF REQUIRED PARKING SPACE

PROVIDED:
 TYPE 'A' SPACES = 3 SPACE

GARBAGE PICK-UP
 GARBAGE PICKUP PROVIDED BY BLUEWATER RECYCLING ASSOCIATION

LEGEND

IRON BAR	□
PROPERTY LINE	—
MAN DOOR ENTRANCE / EXIT	▼
6.0m WIDE FIRE ROUTE	—
PAINTED CROSS WALK	▨
FIRE HYDRANT	⊗ HYD.
AREA STREET LIGHT - REFER TO ELECTRICAL DRAWINGS	⊙
STOP SIGN	⊙ SS
FIRE ROUTE PARKING SIGN	⊙ F.R.
DENOTES PROPERTY PRIMARY ADDRESS	□
DEPRESSED CURB	▬
SUMP PUMP LOCATION	⊙
PREMANUFACTURED DETECTABLE WARNING MAT. REFER TO SHEET A1.2	□
FIRE ROUTE	▨



middlesex centre
 10092 OXBOW DRIVE, MIDDLESEX, ONTARIO
 N 45° 14' 10" E
 64.649
 OXBOW DRIVE
 N 45° 14' 10" E
 36.626

ACCEPTED
 May 23, 2023

STATUS	DATE	BY	REVISION
PRELIMINARY	2022.11.08	NSR	1.
ISSUED FOR SPA SUBMISSION #1	2022.11.08	NSR	1.
ISSUED FOR SPA SUBMISSION #2	2023.02.21	PH	2.
CIVIC ADDRESSING	2023.05.04	PH	3.

PROJECT
 OXBOW TOWNHOUSES
 10092 OXBOW DRIVE, MIDDLESEX, ONTARIO

TITLE
 SITE PLAN

SHEET No.
 A1.1

SCHEDULE “C”

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SITE DEVELOPMENT WORKS

1. For the purposes of this Agreement to which this Schedule “C” is attached, including all other Schedules attached to such Agreement, the following form part of such Agreement:

1.1 Title of Plan or Drawing: Residential Condo Development
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing: Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author’s Project No.: SBM-21-4556
Drawing or Sheet Number: C1
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33r21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.2 Title of Plan or Drawing: Existing Conditions, Removals, and Sediment & Erosion Control Plan
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C2
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33r21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;
- 1.3 Title of Plan or Drawing: Site Servicing Plan
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C3.1
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33r21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;
- 1.4 Title of Plan or Drawing: Site Servicing Plan (South)
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C3.2
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together

With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.5 Title of Plan or Drawing: Site Grading Plan (North)
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C4.1
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.6 Title of Plan or Drawing: Site Grading Plan (South)
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C4.2
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.7 Title of Plan or Drawing: Standard Details
For Whom Prepared: Oxbow Developments Limited Partnership

Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: C5
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together
With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In
ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over
Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except
Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With
An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825;
Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.8 Title of Plan or Drawing: Tree Preservation Plan
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: L1
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together
With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In
ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over
Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except
Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With
An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825;
Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.9 Title of Plan or Drawing: Landscape Plan & Plant List
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: L2
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together
With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In
ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

- 1.10 Title of Plan or Drawing: Notes and Standard Details
For Whom Prepared: Oxbow Developments Limited Partnership
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: B. R. Hyland
Author's Project No.: SBM-21-4556
Drawing or Sheet Number: L2
Date of Plan or Drawing: October 6, 2022
Date of Last Revision: May 15, 2023
Legal Description: Part Lot 6, Con 3 Lobo, Part 1, 33r21497; Together With An Easement Over Part Lot 6, Con 3 Lobo Part 4, 33r21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0623; and

Part Lot 6, Con 3 Lobo, Parts 2 And 3, 33R21497; Subject To An Easement Over Part 3, 33R21497 In Favour Of Part Lot 6, Con 3 Lobo, Parts 1-4 33r6776 Except Parts 1 To 3 33R7661 & Parts 1,2 33R21086 As In ER1453824; Together With An Easement Over Part Lot 6, Con 3 Lobo, Part 4, 33R21497 As In ER1453825; Municipality Of Middlesex Centre – Pin 09664-0622;

To facilitate registration of such Agreement on title to the Land, photo reduced copies of the plans and drawings referred to above in this section 1 are provided in Schedule "E" attached to such Agreement; full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours.

RELIANCE ON SERVICING PLANS

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

PLANS AND DRAWINGS LISTED IN SCHEDULE “E”

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

GRADING PLAN, GENERAL SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

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

REQUIREMENTS FOR PRIVATE ROADS AND SERVICES

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

PRIVATE COMMON ELEMENT STREETS

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

COMMON ELEMENT PARKING AREA

8. The Developer shall construct and install the common element parking area, as shown on the Servicing Plans, with granular base and asphalt payment and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality and as otherwise required by the Municipal Engineer. The Developer will provide 6 parking

spaces on the Common Elements designated for visitors lined with appropriate signage approved by the Municipal Engineer.

STREET SIGNS AND TRAFFIC SIGNS

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

STORMWATER MANAGEMENT PLAN

10. The Developer shall satisfy the requirements of section 19 of the Agreement to which this Schedule "C" is attached.

STORM DRAINAGE

11. The Developer shall install private storm sewers with appurtenances, catch basins and leads sufficient to drain the Land properly and to drain abutting real property, generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:
 - 11.1 The Developer shall provide connections for any future storm sewers as may be required by the Municipal Engineer.
 - 11.2 For the purpose of any drainage work that in the opinion of the Municipal Engineer is or may be required to furnish sufficient outlet for storm water or to protect any natural watercourse, the Developer shall provide the Municipality with all easements across the Land.
 - 11.3 Stormwater drainage shall be managed in a manner acceptable to and approved by the MECF, the Conservation Authority and the Municipality.
 - 11.4 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and video cassette/disk for all storm sewers.
 - 11.5 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.
12. The Developer shall construct and install the drainage works generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer.
13. The Developer shall install a minimum of two (2) sump pumps for all multi-use blocks to the satisfaction of the Municipal Engineer.

PRIVATE WATERMAINS

14. Developer shall construct and install private watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each

unit boundary line generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer. In connection with such water works, the following provisions apply:

- 14.1 No connection of any such water works may be made to pre-existing private or water distribution systems without the prior written approval of the Municipal Engineer which approval shall not be given unless and until
 - 14.1.1 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been tested in accordance with, and are in compliance with, current Middlesex Centre and MECP Standards;
 - 14.1.2 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and MECP Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer; and
 - 14.1.3 such water works are in compliance with the *Safe Drinking Water Act* should the *Safe Drinking Water Act* apply to such water works as a non-municipal year-round residential drinking water system upon registration of the Condominium Plan in the Land Office.
- 14.2 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.
- 14.3 The Developer shall reimburse the Municipality for all related costs.
- 14.4 If the MECP requires registration of the common element water works as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act*, the Developer shall obtain such registration and maintain it in good standing with the MECP and shall provide to the Municipality:
 - 14.4.1 the *Safe Drinking Water Act* registration number;
 - 14.4.2 the identity of and contact information for the operator of the facility;
 - 14.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
 - 14.4.4 copies of any reports made to the MECP in accordance with the *Safe Drinking Water Act* of any adverse test results or problems with the common element water infrastructure.

SANITARY SEWERS

15. The Developer shall construct and install a private sanitary sewer system, including private service connections to each unit as shown on the Condominium Plan, generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer, all in accordance with the plans and specifications approved by the Municipal Engineer and the MECP. In connection with the sanitary sewer work, the following provisions apply:
 - 15.1 Accompanied with the Interim Certificate shall be a sewer video inspection report and video cassette/disk for private sanitary sewers on the Land.
 - 15.2 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.
 - 15.3 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer upon request by the Municipality. Failure to complete the flow monitoring required by this section in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Developer under section 67;

PRIVATE FIRE HYDRANTS

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

GRADING

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

PRIVATE STREET LANDSCAPING

18. The Developer shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod the portion of the private common element street lying between the unit boundary line of a unit and the curb, and plant a native (2" in diameter) tree or a tree of equivalent standard and found acceptable by the Municipal Engineer on the said common element street and also shall construct the portion of the driveway from the

curb to the unit boundary line of each unit to the specifications of the Municipality. The Developer shall ensure that this work is done after the residential construction is completed and to the satisfaction of the Municipal Engineer.

PRIVATE STREET LIGHTING

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

PRIVATE COMMON ELEMENT FENCING

20. *Intentionally deleted.*

UTILITIES

21. The Developer shall arrange to have Hydro One, Enbridge, Bell Canada, Rogers, the locally authorized TV cable operator and such other utility companies as the Municipality may designate to design and install all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 31 of this Agreement to which this Schedule "C" is attached.

WATER SPRINGS

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

PRIVATE SIDEWALKS

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

SCHEDULE "D"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ON-SITE FACILITIES

The On-Site Facilities described in this Schedule are to be provided and maintained at all times by the owner from time to time of the Land in accordance with this Agreement to which this Schedule "D" is attached, at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of section 446 of the *Municipal Act, 2001* shall apply for the purposes of securing rectification of the default, including adding the costs to the tax roll and collecting them in the same manner as property taxes.

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

The *Condominium Act, 1998* provides that upon registration of a Condominium Plan each condominium unit, together with its appurtenant common interest, constitutes a parcel for the purpose of municipal assessment and taxation; and, in the event that the Municipality, for the purposes of securing rectification of the default, adds the costs of enforcement to the tax roll for collection as real property taxes as contemplated above, such costs shall be assessed to the unit owners in the same proportion as their unit interest as described in the Declaration registered with the Condominium Plan.

All private roads and services specified by the said Agreement shall be provided on the Land and the Easement Land and maintained in accordance with the Servicing Plans, as defined in section 1 of Schedule "C" to this Agreement to which this Schedule "D" is attached, and in accordance with the then current guidelines and standards prescribed by the Municipality.

Without limiting the generality of the foregoing the following On-Site Facilities are to be provided and maintained as aforesaid:

PRIVATE STREET SIGNS AND TRAFFIC SIGNS

1. Street signs and traffic signs shall be provided and maintained at every common element street intersection as shown on the Condominium Plan. Street signs shall have double-sided, reflective name plates. The type and method of installation shall be in accordance with the then current guidelines and standards prescribed by the Municipality.

COMMON ELEMENTS PARKING AREA

2. The common element parking areas, as shown on the Servicing Plans, shall be provided and maintained with granular base and asphalt pavement and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality and as otherwise required by the Municipality.

STORMWATER MANAGEMENT PLAN

3. Stormwater management shall be provided on the Land and the Easement Land and maintained so as to satisfy the requirements of section 19 of this Agreement.

STORM SEWERS

4. Private storm sewers, including oil-grit separator, with appurtenances, catch basins and leads sufficient to drain the Land properly and to drain abutting real property shall be provided on the Land and the Easement Land and maintained in accordance with then current guidelines and standards prescribed by the Municipality; and the following provisions shall apply to the private storm water works:
 - 4.1 Stormwater drainage shall be managed in a manner acceptable to and approved by the MECP, the Conservation Authority and the Municipality.
 - 4.2 If determined to be necessary by the Municipality, storm sewer flushing and/or cleaning and further video inspection shall be undertaken at no cost to the Municipality.

DRAINAGE WORKS

5. The drainage works and ditches situated on the Lands generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer shall be provided to drain the Land and abutting real property and in accordance with then current guidelines and standards prescribed by the Municipality.

PRIVATE WATERMAINS

6. Private watermains and appurtenances including but not limited to valves and valve chambers and also service connections from such watermains to each unit boundary line shall be provided and maintained generally as proposed on the Servicing Plans and

in accordance with then current guidelines and standards prescribed by the Municipality. In connection with such water works, the following provisions apply:

- 6.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.
- 6.2 The Municipality shall be reimbursed for any and all costs it may incur in connection with such testing.
- 6.3 The common element water works shall be provided and maintained as a non-municipal year-round residential drinking water system in compliance with the *Safe Drinking Water Act*.
- 6.4 If the MECP requires registration of the common element water works as a non-municipal year-round residential drinking water system pursuant to the *Safe Drinking Water Act*, such registration shall be obtained and maintained in good standing with the Ministry of Environment, Conservation and Parks (the “MECP”) at all times and the Municipality shall be provided with:
 - 6.4.1 the *Safe Drinking Water Act*, registration number;
 - 6.4.2 the identity of and contact information for the operator of the facility;
 - 6.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
 - 6.4.4 copies of any reports made to the MECP in accordance with the *Safe Drinking Water Act* of any adverse test results or problems with the common element water infrastructure.

PRIVATE SANITARY SEWERS

7. The private sanitary sewer system, including private service connections to each unit as shown on the Condominium Plan, shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality. In connection with the sanitary sewer works, the following provisions apply:
 - 7.1 If determined to be necessary by the Municipality sewer flushing and/or cleaning and further video inspection shall be undertaken at no expense to the Municipality.
 - 7.2 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer at the Developer’s upon request by the Municipality. Failure to complete the flow monitoring in a form and manner acceptable to the Municipality may result in the Municipality fulfilling this requirement at the sole cost and expense of the Developer.

PRIVATE FIRE HYDRANTS

8. Private fire hydrants shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality. Such fire hydrants shall adhere to NFPA requirements as to colour coding of the hydrant ports utilizing TC-FHR Fire Hydrant Reflectors as required by the Municipal Engineer. Such fire hydrants shall be inspected to ensure they are in good order and repair and otherwise as required by the Municipality all at no expense to the Municipality.

GRADING

9. The grades of all units and common element blocks as shown on the Condominium Plan shall be maintained so as to permit surface water to run off from all areas and from adjoining properties and to reach either the private street gutters, municipal drains, ditches or natural water courses all in accordance with then current guidelines and standards prescribed by the Municipality.

PRIVATE STREET LANDSCAPING

10. Topsoil, to a depth of at least 10 centimetres (4.0 inches), and seed or sod shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality on that portion of the private common element street lying between the unit boundary line of a unit and the curb, and a native (2" in diameter) tree or a tree of equivalent standard shall be provided and maintained and in accordance with then current guidelines and standards prescribed by the Municipality on the said common element street.

PRIVATE STREET LIGHTING

11. Streetlights shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality.

FENCING

12. Fencing shall be provided and maintained generally as proposed on the Landscape Plans and in accordance with then current guidelines and standards prescribed by the Municipality.

PRIVATE SIDEWALKS

13. Sidewalks shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality.

UTILITIES

14. Hydro One, Enbridge, Bell Canada, Rogers, the locally authorized TV cable operation and such other utility companies as the Municipality may designate shall provide and maintain, at no expense to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, in accordance with section 31 of this Agreement.

GENERAL MAINTENANCE

15. The Land shall be maintained in a neat and tidy manner, including weed cutting; all private roads, parking areas and pedestrian walks within the Land shall be maintained free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws; and winter maintenance of private roads within the Land shall be maintained to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

SCHEDULE "E"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

To facilitate registration of the Agreement to which this Schedule "E" is attached on title to the Land, including all other Schedules attached to such 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.

GENERAL NOTES:

- 1. THE OWNER'S PROFESSIONAL ENGINEER IS REQUIRED TO FIELD REVIEW THE INSTALLATION OF SERVICES INCLUDED IN THIS PROJECT IN ACCORDANCE WITH THE GENERAL REVIEW COMMITMENT CERTIFICATION PROCESS. THE OWNER'S CONTRACTOR IS TO PROVIDE AT LEAST 48 HOURS NOTICE PRIOR TO COMMENCING CONSTRUCTION OF THE SITE SERVICES.

CONSTRUCTION NOTES:

- 1. REFER TO THE SITE PLAN FOR LAYOUT DIMENSIONING AND SIGN/POST DETAILS.
2. THE OWNER'S CONTRACTOR IS TO CONTACT THE CONSULTING ENGINEER (SBM) FOR FINAL ONSITE REVIEW. THE CONTRACTOR IS TO PROVIDE AT LEAST 48 HOURS NOTICE PRIOR TO REQUIRED ONSITE REVIEW.

SURFACE WORKS NOTES:

- 1. ALL WORK IN THE MUNICIPAL ROAD ALLOWANCE SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE'S INFRASTRUCTURE DESIGN STANDARDS AS ADOPTED BY COUNCIL AND AS AMENDED FROM TIME TO TIME ARE TO BE APPLIED TO WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE UNLESS OTHERWISE APPROVED BY THE MUNICIPAL ENGINEER.

UTILITIES NOTES:

- 1. ALL WORK FOR COORDINATION, DESIGN, AND CONSTRUCTION OF UTILITIES IS BY OTHERS. SBM DESIGN AND DRAWINGS ARE FOR MUNICIPAL SERVICING ONLY. ANY UTILITY INFORMATION SHOWN IS FOR REFERENCE/COORDINATION PURPOSES ONLY AND MAY NOT BE ACCURATE.

REFERENCE DOCUMENTS:

- 1. TOPOGRAPHICAL PLAN OF SURVEY OF PART OF LOT 6 CONCESSION 3 IN THE MUNICIPALITY OF MIDDLESEX CENTRE BY MTE ONTARIO LAND SURVEYORS LTD, DATED APRIL 5, 2022 (MTE FILE NO: 46421-201)

SERVICING NOTES:

- 1. ALL STORM AND/OR SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT MUNICIPALITY OF MIDDLESEX CENTRE'S STANDARDS AND SPECIFICATIONS, THE CURRENT EDITION OF THE ONTARIO BUILDING CODE, AND THE CURRENT EDITION OF THE MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS (M.E.C.P.) DESIGN GUIDELINES FOR SEWAGE WORKS.

LIST OF STANDARD DETAILS:

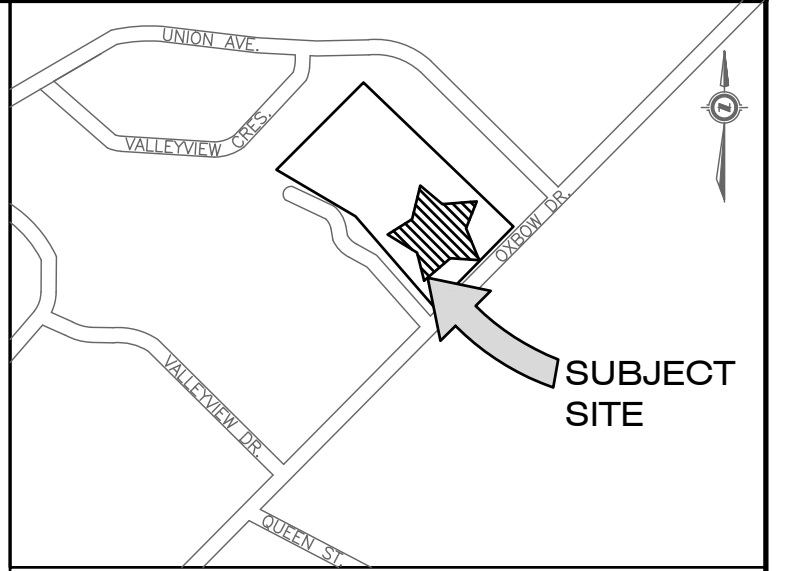
Table listing standard details for Ontario Provincial Standards and Middlesex Centre Standards, including items like Standard for Single and Double Driveway Entrance, Concrete Sidewalk, and Storm Sewer details.

LEGEND:

Legend table defining symbols for existing spot elevation, proposed spot elevation, proposed swale, existing catch basin, and various pipe types and materials.

LEGAL INFORMATION

PART OF LOT 6 CONCESSION 3 (GEOGRAPHIC TOWNSHIP OF LOBO) IN THE MUNICIPALITY OF MIDDLESEX CENTRE COUNTY OF MIDDLESEX



LIST OF ITEMS REQUIRING ENGINEER'S REVIEW

Table listing items requiring engineer's review, such as Erosion and Sediment Control Measures, Servicing in Municipal Right-of-Way, and Grading - Curb & Gutter Stringline.

SITE BENCHMARK:

MONUMENT TYPE: CUT CROSS
LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
GEODETIC ELEVATION: 251.313

LIST OF SUBMITTALS

Table listing submittals for the project, including Shop Drawings for Storm & Sanitary Structures, Product Specifications for Sewer and Watermain, and Material Testing Reports.

LIST OF DRAWINGS

Table listing drawings sheets: SHEET C1 (NOTES AND LEGEND), SHEET C2 (EXISTING CONDITIONS, REMOVALS, AND SEDIMENT & EROSION CONTROL PLAN), SHEET C3.1 (SITE SERVICING PLAN (NORTH)), SHEET C3.2 (SITE SERVICING PLAN (SOUTH)), SHEET C4.1 (SITE GRADING PLAN (NORTH)), SHEET C4.2 (SITE GRADING PLAN (SOUTH)), and SHEET C5 (STANDARD DETAILS).

Table with columns for AS CONSTRUCTED SERVICES, COMPLETION, No., REVISIONS, D/M/Y, BY, and CONSULTANT, detailing the revision history of the drawings.

Professional seal and logo for STRIK BALDINELLI MONIZ, a civil, structural, mechanical, and electrical engineer.

Professional seal for B. R. HYLAND, a licensed professional engineer in the province of Ontario.

Professional seal for MIDDLESEX CENTRE, indicating that the project has been accepted on May 23, 2023.

Client information for OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, including address (1956 MALLARD ROAD, LONDON, ON, N6H 5M1) and contact details.

Table with columns for SCALE and TITLE, showing a scale of N/A and a title of RESIDENTIAL CONDO DEVELOPMENT.

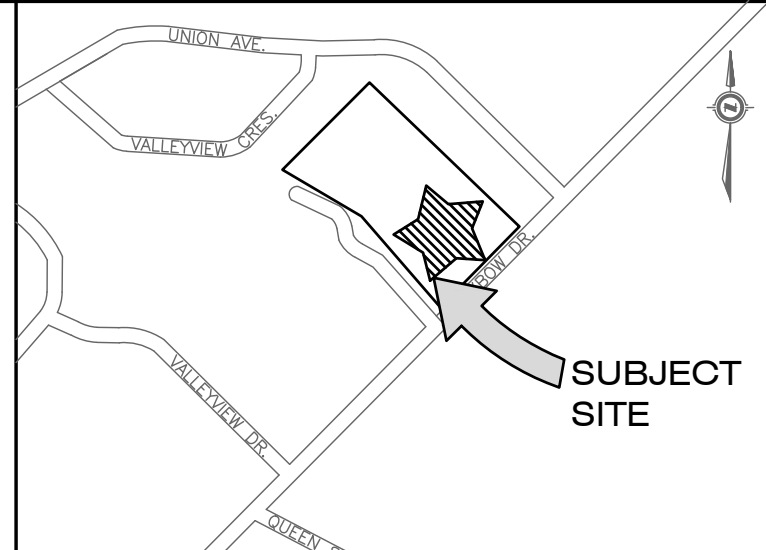
Table with columns for PROJECT No. (SBM-21-4556), SHEET No. (C1), and PLAN FILE No., along with a NOTES AND LEGEND section.

LEGAL INFORMATION

PART OF
 LOT 6 CONCESSION 3
 (GEOGRAPHIC TOWNSHIP OF LOBO)
 IN THE
 MUNICIPALITY OF MIDDLESEX
 CENTRE
 COUNTY OF MIDDLESEX

SEDIMENT & EROSION CONTROL MEASURES:

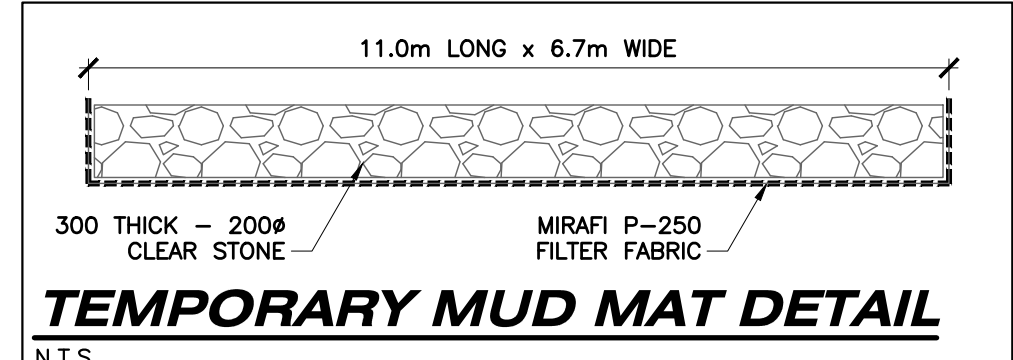
- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- SEDIMENT AND EROSION CONTROL MEASURES TO BE REMOVED AT COMPLETION OF PROJECT (FOLLOWING COMPLETION OF BASE ASPHALT AND SOD).
- MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
- ALL COLLECTED SEDIMENT TO BE DISPOSED OF AT AN APPROVED LOCATION.
- MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
- ALL DEWATERING TO BE DISPOSED OF IN AN APPROVED SEDIMENTATION BASIN.
- PROTECT ALL CATCH BASINS, CATCH BASIN MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE FABRIC (TERRAFIX 270 R), SILT SACKS, OR APPROVED EQUAL.
- PROTECT ALL CATCH BASINS, CATCH BASIN MAINTENANCE HOLES, AND PIPE ENDS WITHIN LANDSCAPE AREAS FROM SEDIMENT INTRUSION WITH STRAW BALE SEDIMENT FILTERS PER DETAIL ON THIS SHEET.
- KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
- PREVENT WIND-BLOWN DUST.
- STRAW BALES TO BE USED IN LOCALIZED AREAS AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOOD LINES, FILL LINES AND HAZARDOUS SLOPES.
- STRAW BALES TO BE TERMINATED BY ROUNDING BALES TO CONTAIN AND FILTER RUNOFF.
- OBTAIN APPROVAL FROM THE UPPER THAMES RIVER CONSERVATION AUTHORITY (UTRCA) PRIOR TO CONSTRUCTION FOR WORKS WHICH ARE IN, OR ADJACENT TO FLOOD LINES, FILL LINES AND HAZARDOUS SLOPES.
- ALL SILT FENCING AND DETAILS ARE AT THE MINIMUM TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
- ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
- SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE INSPECTED WEEKLY OR FOLLOWING SIGNIFICANT RAINFALL EVENTS.
- ON-SITE SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE REVIEWED AND MODIFIED TO MEET THE CHANGING SITE.
- SEDIMENT AND EROSION CONTROL MEASURES SHALL BE REPAIRED WITHOUT DELAY BY THE OWNER'S CONTRACTOR AS INSTRUCTED BY THE CONTRACT ADMINISTRATOR/ENGINEER AT NO EXPENSE TO THE OWNER.
- MUD MATS (OR EXISTING HARD SURFACE) TO BE PROVIDED ON-SITE AT CONSTRUCTION ENTRANCE LOCATIONS WHERE CONSTRUCTION VEHICLES EXIT THE SITE. MUD MAT SHALL BE A MINIMUM OF 6.7m WIDE, 11.0m LONG (LENGTH MAY VARY DEPENDING ON SITE LAYOUT) AND 0.3m DEEP AND SHALL CONSIST OF 200mm CLEAR STONE MATERIAL OR APPROVED EQUIVALENT. CONTRACTOR TO ENSURE ALL VEHICLES LEAVE THE SITE VIA THE MUD MAT AND THAT IT IS MAINTAINED IN A MANNER TO MAXIMIZE ITS EFFECTIVENESS AT ALL TIMES.



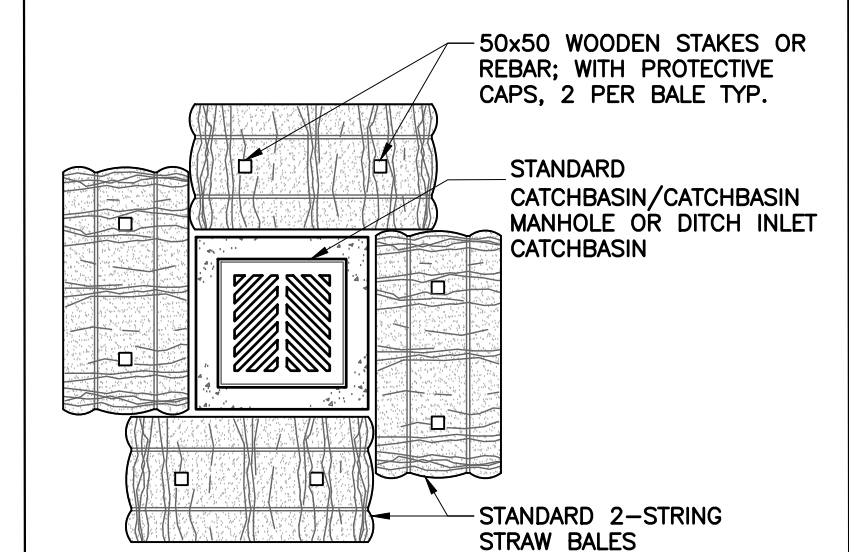
KEY PLAN
N.T.S.

SITE BENCHMARK:

MONUMENT TYPE: CUT CROSS
 LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
 GEODETIC ELEVATION: 251.313
 MONUMENT TYPE: IRON BAR
 LOCATION: SOUTH WEST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 1
 GEODETIC ELEVATION: 252.48
 (CONTRACTOR TO CONFIRM BENCHMARK ELEVATIONS)

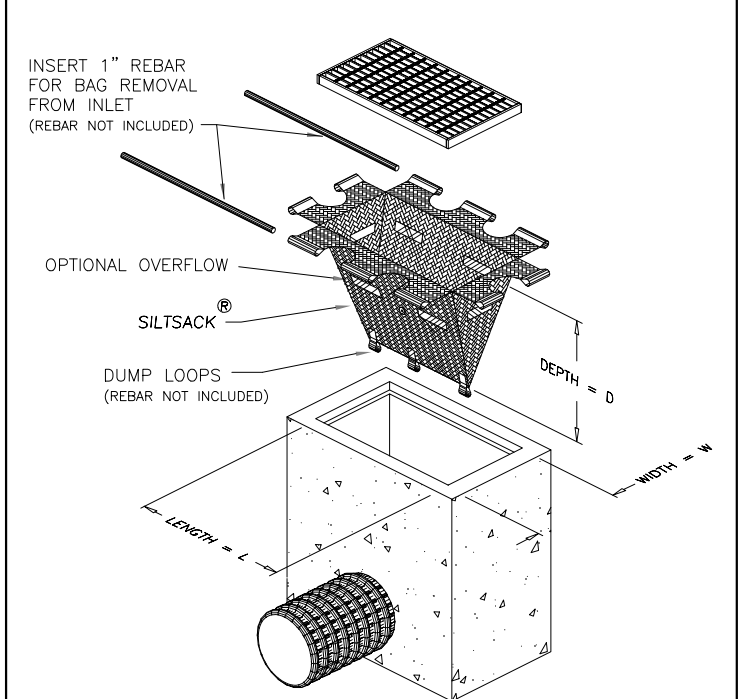


TEMPORARY MUD MAT DETAIL
N.T.S.



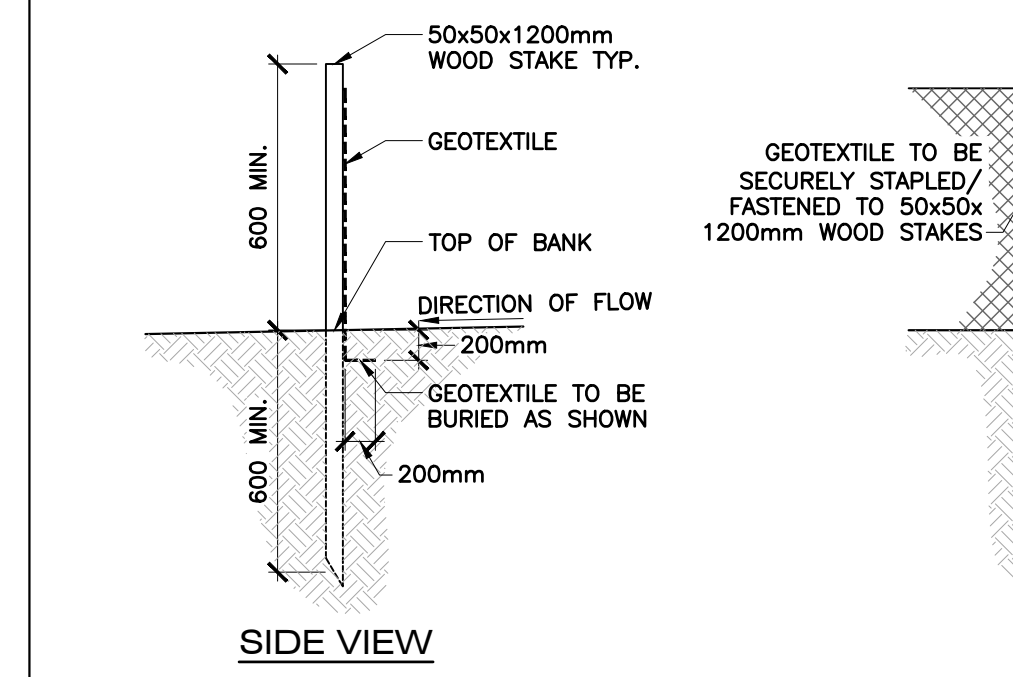
NOTES:
 1. PROVIDE GEOTEXTILE WRAP UNDER LID OF CATCHBASIN DURING CONSTRUCTION AND REMOVE ONLY ONCE CONSTRUCTION IS COMPLETE.
 2. OVERLAP STRAW BALES 1/4 OF THE WIDTH OF THE BALE TYP.

STRAW BALE SEDIMENT FILTER
N.T.S.

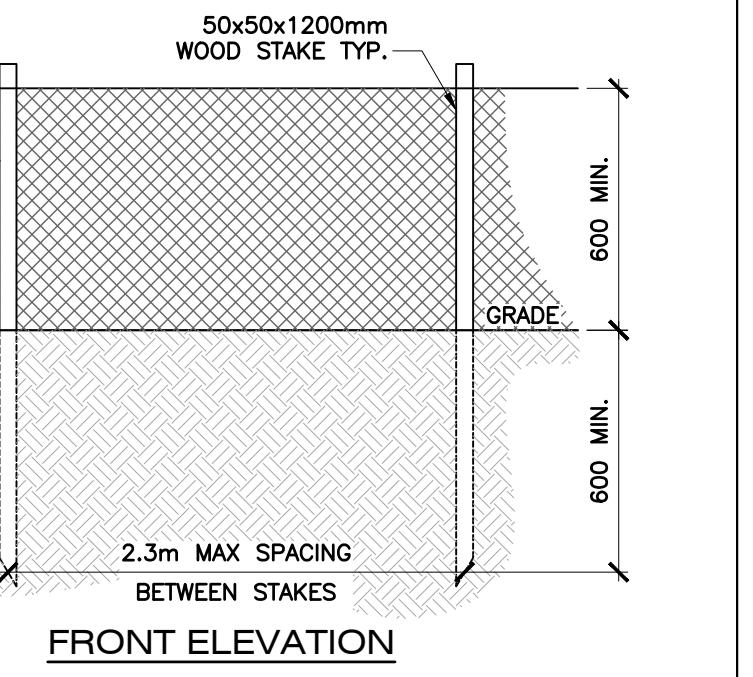


NOTE:
 REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION

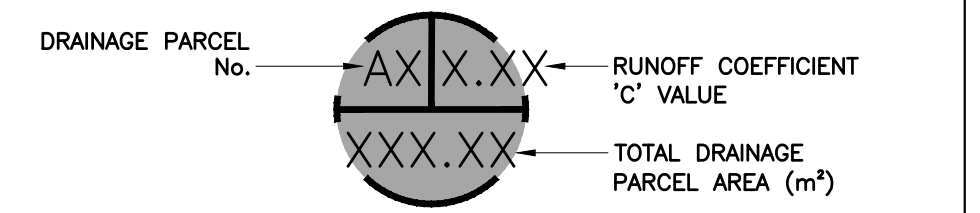
SILT SACK DETAIL
N.T.S.



SILT FENCE DETAIL
N.T.S.

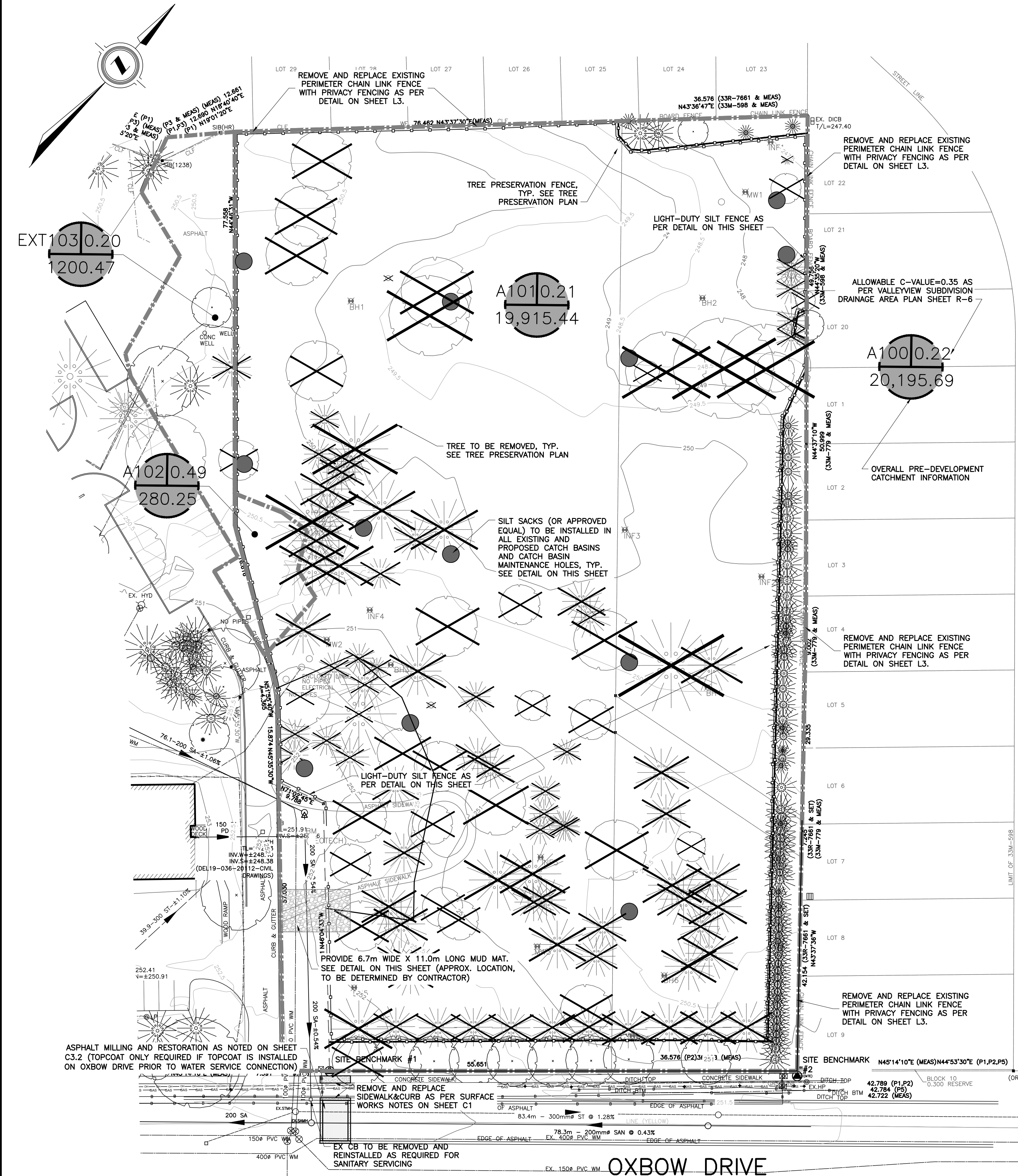


FRONT ELEVATION
REFERENCE: OPSD 219.110



CATCHMENT AREA MARKER
N.T.S.

REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5



CONTRACTOR/BUILDER TO DETERMINE LOCATION OF CONSTRUCTION VEHICLE PARKING TO AVOID OBSTRUCTING SITE ACCESS.

OFF-SITE WORKS NOTE:
 PERMIT OF APPROVED WORKS FOR ALL EXTERNAL WORKS IS REQUIRED.

EXISTING SERVICING NOTE:
 INVERTS OF THE EX. SANITARY & STORM SEWERS @ CONNECTION POINTS SHALL BE CONFIRMED BY THE OWNER'S CONTRACTOR PRIOR TO THE START OF CONSTRUCTION/ORDERING STRUCTURES. THE CONSULTANT IS TO BE INFORMED IF DIFFERENT THAN NOTED.

RESTORATION NOTE:
 ALL WORK IN THE ROAD ALLOWANCE SHALL MEET THE MINIMUM SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE'S INFRASTRUCTURE DESIGN GUIDELINES AS ADOPTED BY COUNCIL AND AS AMENDED FROM TIME TO TIME ARE TO BE APPLIED TO WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE UNLESS OTHERWISE APPROVED BY THE MUNICIPALITY.

SITE PREPARATION NOTE:
 THIS PLAN HAS BEEN PREPARED TO IDENTIFY REMOVALS, EROSION & SEDIMENT CONTROL MEASURES AND TEMPORARY CONSTRUCTION WORKS FOR THE BENEFIT OF THE OWNER'S CONTRACTOR IN ADVANCE OF SERVICING WORKS. IT IS NOT INTENDED TO IDENTIFY PERMANENT GRADING PATTERNS.

STORM DRAINAGE NOTE:
 STORM DRAINAGE MAY TEMPORARILY NEED TO BE CONTROLLED AND PUMPED FROM STORM SEWER SYSTEM. ANY SUCH TEMPORARY MEASURES SHALL BE CONDUCTED AT NO EXTRA COST TO THE CONTRACT AND BE BASED UPON THE OWNER'S CONTRACTOR'S WATER CONTROL PLANS, WHICH MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR/ENGINEER PRIOR TO CONSTRUCTION.

UTILITIES NOTE:
 FOR CLARITY, NOT ALL EXISTING UTILITIES MAY BE SHOWN. THE OWNER'S CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL UTILITY LOCATES PRIOR TO CONSTRUCTION.

SEDIMENT AND EROSION CONTROL MEASURES MAY ONLY BE REMOVED UPON STABILIZATION OF CONTRIBUTING CATCHMENT AREA AND SUBJECT TO APPROVAL OF ENGINEER/MUNICIPALITY OF MIDDLESEX CENTRE.

UNLESS OTHERWISE NOTED ON THE PLANS, GEOTEXTILE SHALL BE NON-WOVEN TO MEET CLASS 2-OPSS.MUNI 1860.07.02 (I.E. TERRAFIX 270R, OR APPROVED EQUAL) WITH 300mm MIN. OVERLAPS.

THE OWNER'S CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL MEASURES IN COMPLIANCE WITH THE ONTARIO TRAFFIC MANUAL BOOK 7 AND BOOK 18 FOR ALL WORKS WITHIN THE MUNICIPAL RIGHT-OF-WAY. THE OWNER'S CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE MUNICIPALITY/ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH CONSTRUCTION.

SILT SACKS (OR APPROVED EQUAL) SHALL BE INSTALLED AND MAINTAINED IN EXISTING CB'S AND PROPOSED CB'S AND CBM'H'S FOR DURATION OF PROJECT UNTIL SURFACES ARE PAVED AND BOULEVARDS ARE SODDED.

SILT FENCE TO BE CONSTRUCTED ON PROPERTY LINE. LINE WORK IS SHOWN AS OFFSET FOR CLARITY.

OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR REGULAR MONITORING & CLEANUP OF TRACKED MUD/DEBRIS ON ADJACENT LANDS & PUBLIC ROADS TO THE SATISFACTION OF THE ENGINEER/MUNICIPALITY.

OWNER'S CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO AVOID MIXING TOPSOIL WITH SUBSOIL, WHERE REQUIRED FOR REUSE ON-SITE.

TOPSOIL STOCKPILE SIZES/LOCATIONS TO BE DETERMINED IN THE FIELD. SILT FENCE SHALL BE CONSTRUCTED AT TOE OF DOWNGRADE EDGES OF TOPSOIL STOCKPILE.

ALL NATIVE FILL PLACED SHALL MEET THE REQUIREMENTS FOR ENGINEERED FILL, COMPACTED TO 100% SPMD OR AS OUTLINED IN THE GEOTECHNICAL REPORT.

BOULEVARD AREAS AND CONCRETE SIDEWALKS DISTURBED DURING INSTALLATION OF SERVICES SHALL BE RESTORED TO MATCH EX. CONDITION OR SURFACE WORKS NOTES ON SHEET C1, WHICHEVER IS GREATER, ALL AT NO COST TO THE MUNICIPALITY.

DISPOSAL NOTE:
 ALL ITEMS NOTED AS "TO BE REMOVED" SHALL BE DISCARDED OFF-SITE AT AN APPROVED FACILITY.

OWNER'S CONTRACTOR TO CLEAR AND GRUB SITE PRIOR TO CONSTRUCTION AND DISPOSE OF ALL DEBRIS AND EXCESS FILL/TOPSOIL OFF-SITE AT AN APPROVED FACILITY.

THE OWNER'S CONTRACTOR IS TO MANAGE ALL EXCESS SOIL AS PER O.REG 406/19 'ON-SITE AND EXCESS SOIL MANAGEMENT'

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWING	BC	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	BH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	BH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE		5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

STRIK BALDINELLI MONIZ
 sbm
 PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL
 1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8
 Tel: (519) 471-6667 Fax: (519) 471-0034
 Email: sbm@sbmtd.ca

ENGINEER'S STAMP
 LICENSED PROFESSIONAL ENGINEER
 B. R. HYLAND
 100223591
 May 15, 2023
 SBM-21-4556
 PROVINCE OF ONTARIO

ENGINEER'S STAMP
 middlesex centre
 in the centre of it all
 ACCEPTED
 May 23, 2023

CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
 1956 MALLARD ROAD,
 LONDON, ON, N6H 5M1
 P: 519.686.3075
 E: JEFF.FUNG@FOREVERHOMES.CA

SCALE
 SCALE - 1:500
 5.0 0 10.0m

TITLE
EXISTING CONDITIONS, REMOVALS, AND SEDIMENT & EROSION CONTROL PLAN
RESIDENTIAL CONDO DEVELOPMENT
 10092 OXBOW DRIVE
 KOMOKA, ON.

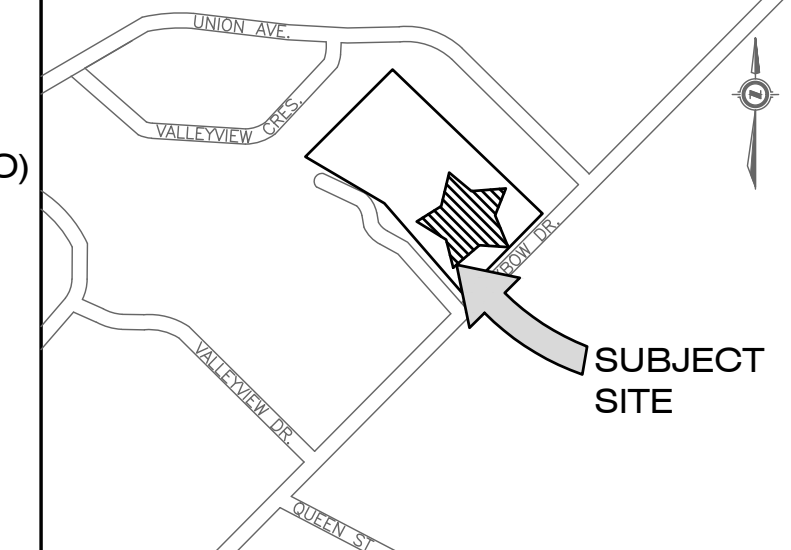
PROJECT No.
SBM-21-4556

SHEET No.
C2

PLAN FILE No.
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LEGAL INFORMATION

PART OF
LOT 6 CONCESSION 3
 (GEOGRAPHIC TOWNSHIP OF LOBO)
 IN THE
 MUNICIPALITY OF MIDDLESEX
 CENTRE
 COUNTY OF MIDDLESEX



KEY PLAN
 N.T.S.

SITE BENCHMARK:

MONUMENT TYPE: CUT CROSS
 LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
 GEODETIC ELEVATION: 251.313
 MONUMENT TYPE: IRON BAR
 LOCATION: SOUTH WEST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 1
 GEODETIC ELEVATION: 252.48
 (CONTRACTOR TO CONFIRM BENCHMARK ELEVATIONS)

SAN SEWER STRUCTURES TABLE

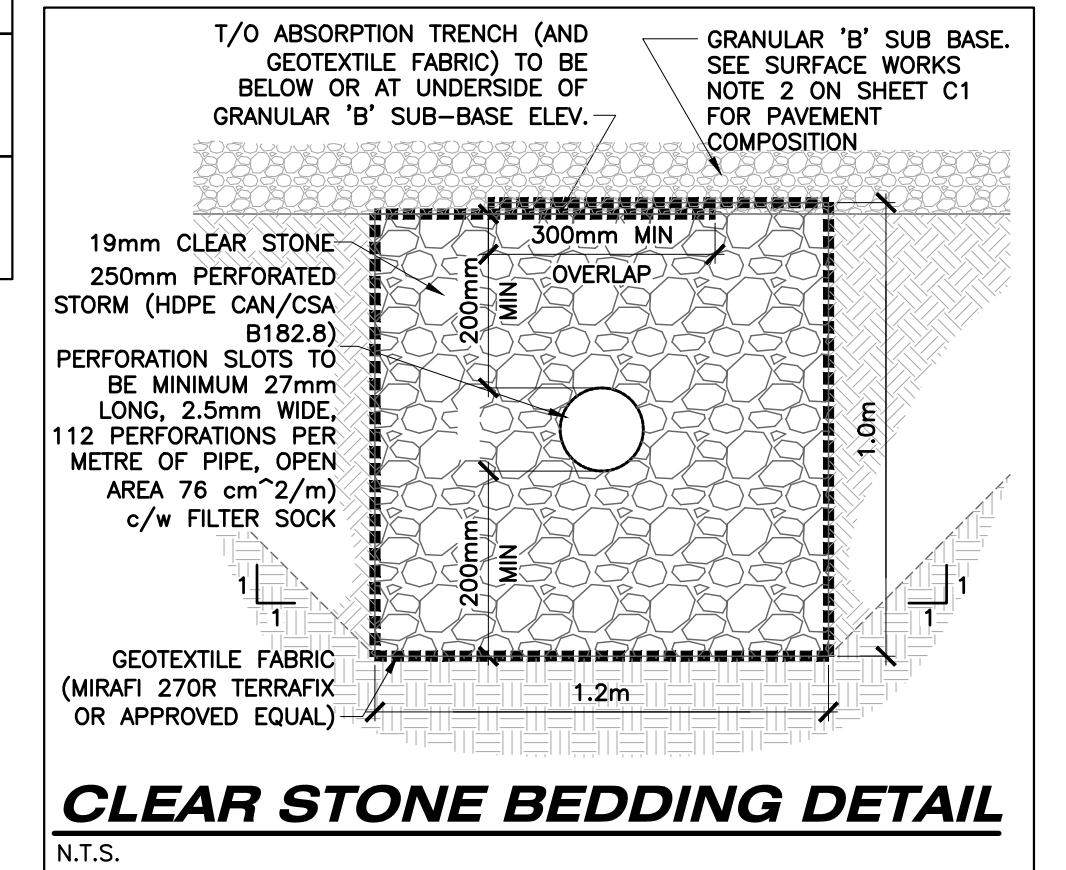
STRUCTURE I.D.	TOP OF LID	INVERTS
SAMH1 12000 OPSD 401.010(A) OPSD 701.010	252.51	248.24NW 248.26NE 248.24SE
SAMH2 12000 OPSD 401.030 OPSD 701.010	251.40	248.51NW 248.48SW 248.51NW
SAMH3 12000 OPSD 401.030 OPSD 701.010	251.58	248.77NW 248.74SE
SAMH4 12000 OPSD 401.030 OPSD 701.010	251.50	248.98SW 248.95SE
SAMH5 12000 OPSD 401.010(A) OPSD 701.010	252.10	249.28NE 249.28SW

BUILDING SERVICE CONNECTIONS:
 1. ALL TOWNHOUSE WATER SERVICES SHALL BE 250 PEX c/w TRACER WIRE FULL LENGTH.
 2. ALL TOWNHOUSE SANITARY SERVICES SHALL BE 1000 SA PVC DR 28 @ 2% MIN. SLOPE.
 3. ALL TOWNHOUSE SUMP PUMPS SHALL DISCHARGE TO GRADE.
 ALL PIPE WITHIN INFILTRATION TRENCHES TO BE 150mm DIAMETER (HDPE BIG 'O' OR EQUAL) c/w FILTER SOCK, PERFORATION SLOTS TO BE MINIMUM 12mm LONG, 1.3mm WIDE, 236 PERFORATIONS PER METRE OF PIPE, OPEN AREA 37 cm²/m

STORM SEWER STRUCTURES TABLE

STRUCTURE I.D.	TOP OF LID	INVERTS
CBMH1 12000 OPSD 400.020 OPSD 701.010	251.10	248.90SW 248.87NW 248.85SE
CBMH2 12000 OPSD 400.020 OPSD 701.010	251.43	249.02NE 249.02SE
CBMH3 12000 OPSD 400.020 OPSD 701.010	251.35	249.17SE 249.17NW
CBMH4 12000 OPSD 400.020 OPSD 701.010	251.35	249.35SE 249.35NW
CBMH5 12000 OPSD 400.020 OPSD 701.010	249.80	248.15NW 248.15E
CB6 600X600 OPSD 705.010 OPSD 400.020	251.35	249.50NW
CB7 600X600 OPSD 705.010 OPSD 400.020	251.55	248.95NW
CBMH8 12000 OPSD 400.020 OPSD 701.010	251.30	248.96NE 248.80S
CB9 600X600 OPSD 705.010 OPSD 400.020	249.80	248.35SE
CB10 600X600 OPSD 705.010 OPSD 400.020	247.30	245.90SW
CB11 600X600 OPSD 705.010 OPSD 400.020	247.52	245.90W
STMH12 12000 OPSD 401.030 OPSD 701.010	251.73	249.14SE 249.13SW
CB13 600X600 OPSD 705.010 OPSD 400.020	251.90	248.78NW

INSTALL FLEXSTORM PURE INLET FILTER ON ALL CATCHBASIN AS PER DETAIL ON SHEET C5

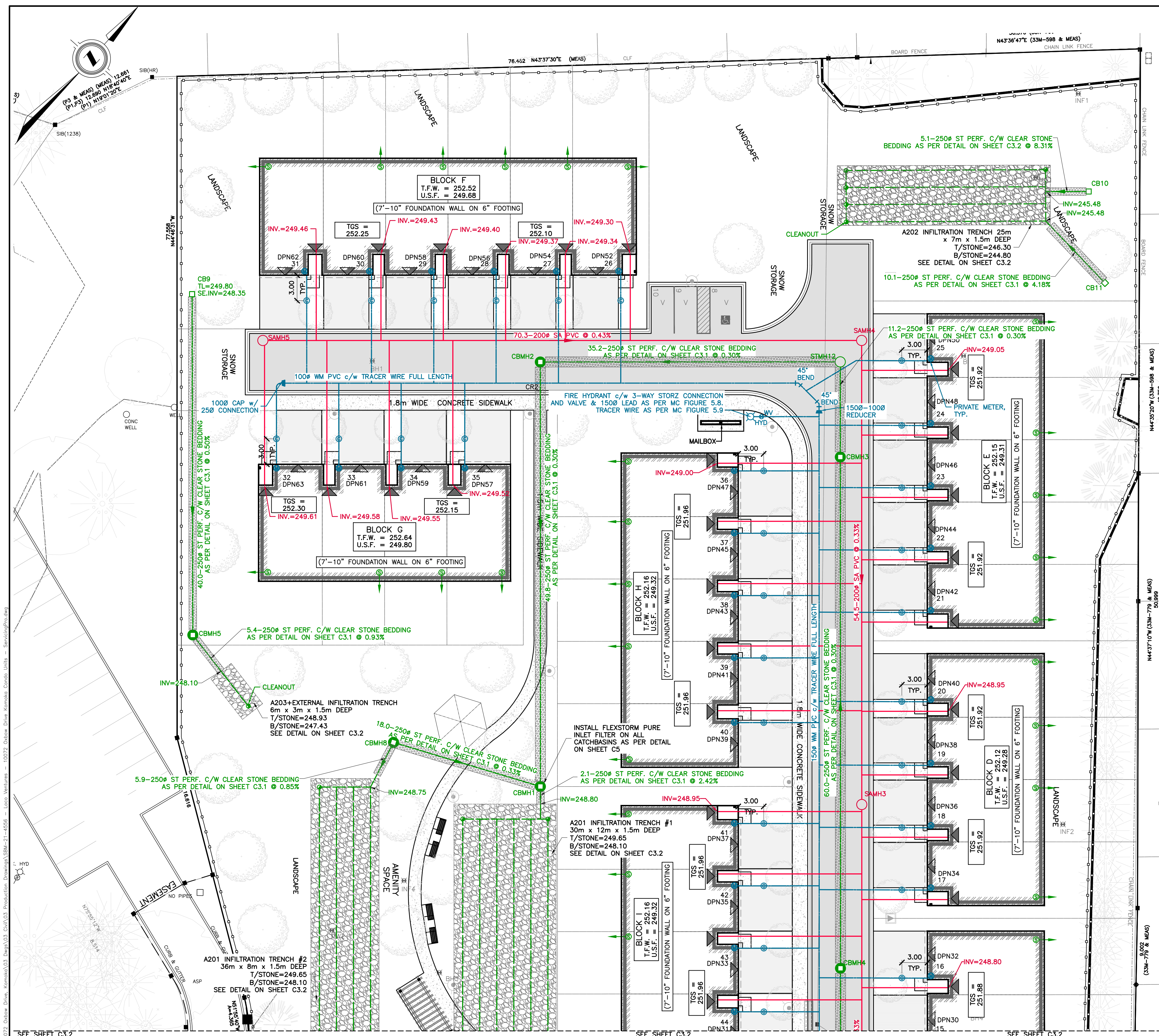


PIPE CROSSINGS & VERTICAL CLEARANCES

CROSSING No.	SEWER/WATERMAIN ELEVATIONS					VERTICAL CLEARANCES	*VERTICAL OFFSET	
	150mm WM	INVT.	250.24	250mm STM	OBV.			
CR1	150mm WM	INVT.	250.24	250mm STM	OBV.	249.74	0.50	YES*
CR2	100mm WM	INVT.	249.79	250mm STM	OBV.	249.29	0.50	YES*
CR3	100mm WM	INVT.	250.67	200mm SAN	OBV.	248.48	2.19	NO
CR4	150mm WM	INVT.	249.55	200mm SAN	OBV.	248.73	0.82	NO
CR5	150mm WM	INVT.	250.83	300mm STM	OBV.	250.33	0.50	YES*
CR6	150mm WM	INVT.	250.44	200mm SAN	OBV.	248.22	2.22	NO
CR7	150mm WM	INVT.	250.42	400mm WM	OBV.	249.30	1.12	NO

* WM VERTICAL OFFSET SEE DETAIL ON SHEET C5

REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5



AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWN	BO/RZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	BH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	BH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	15/05/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

STRIK BALDINELLI MONIZ
 PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL
 1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8
 Tel: (519) 471-6667 Fax: (519) 471-0034
 Email: sbm@sbmltd.ca

ENGINEER'S STAMP
 LICENSED PROFESSIONAL ENGINEER
 B. R. HYLAND
 100223591
 May 15, 2023
 SBM-21-4556
 PROVINCE OF ONTARIO

ENGINEER'S STAMP
 middlesex
 in the centre of it all
 ACCEPTED
 May 23, 2023

CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
 1956 MALLARD ROAD,
 LONDON, ON, N6H 5M1
 P: 519.686.3075
 E: JEFF.FUNG@FOREVERHOMES.CA

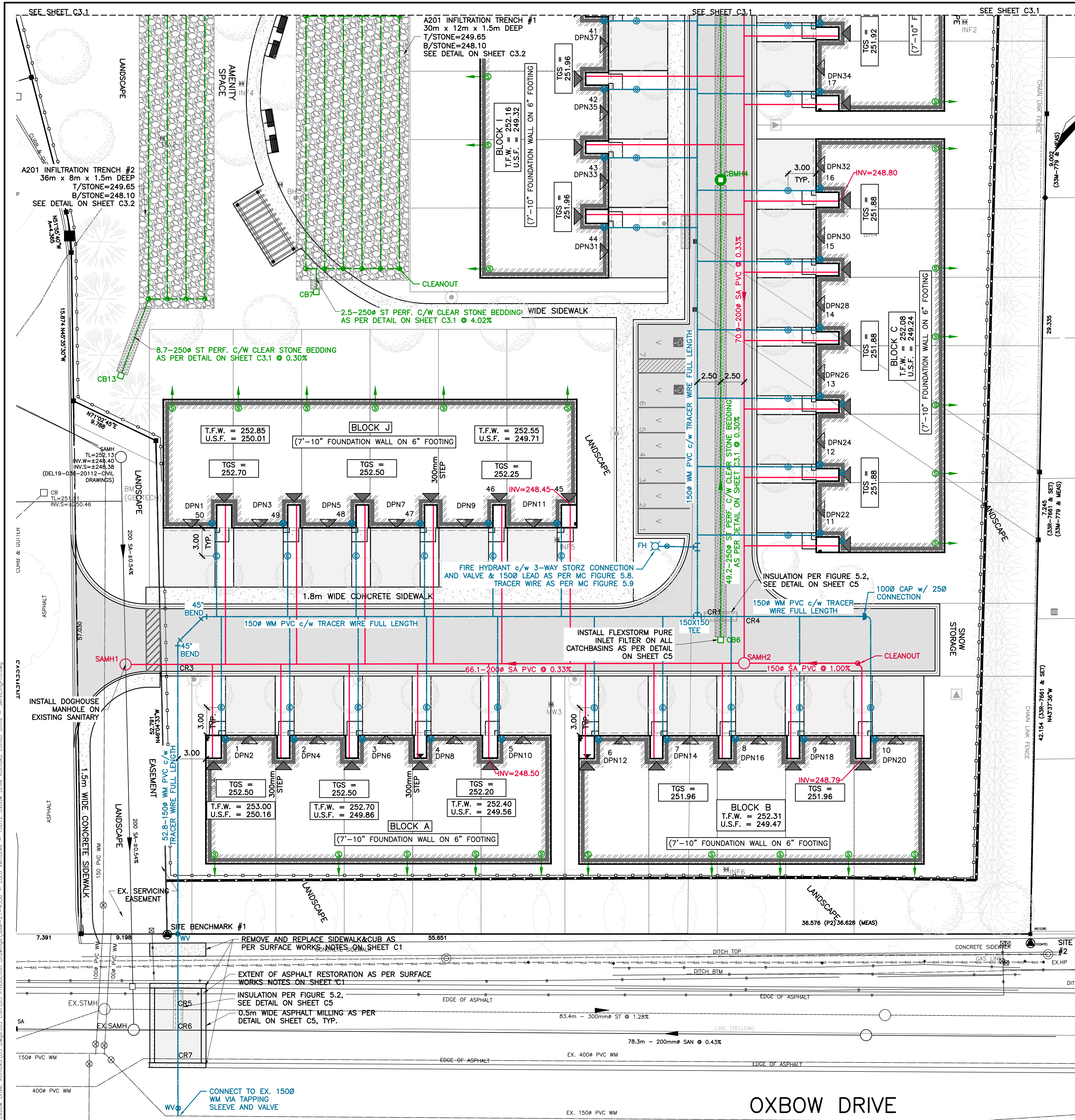
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TITLE
SITE SERVICING PLAN (NORTH)
RESIDENTIAL CONDO DEVELOPMENT
 10092 OXBOW DRIVE
 KOMOKA, ON.

PROJECT No.
SBM-21-4556

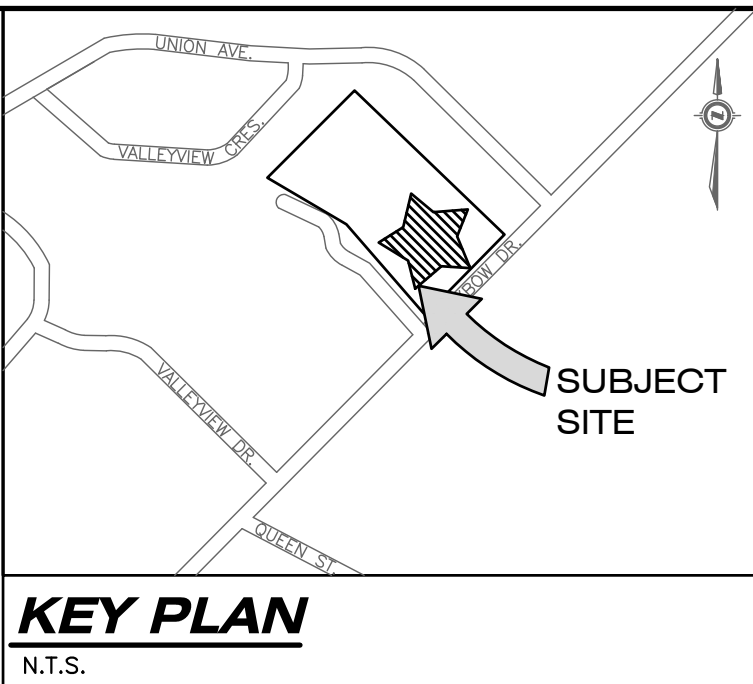
SHEET No.
C3.1

PLAN FILE No.



LEGAL INFORMATION

PART OF
LOT 6 CONCESSION 3
 (GEOGRAPHIC TOWNSHIP OF LOBO)
 IN THE
MUNICIPALITY OF MIDDLESEX
 CENTRE
 COUNTY OF MIDDLESEX



SITE BENCHMARK:

MONUMENT TYPE: CUT CROSS
 LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
 GEODETIC ELEVATION: 251.313
 MONUMENT TYPE: IRON BAR
 LOCATION: SOUTH WEST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 1
 GEODETIC ELEVATION: 252.48
 (CONTRACTOR TO CONFIRM BENCHMARK ELEVATIONS)

- OFF-SITE WORKS NOTE:**
 PERMIT OF APPROVED WORKS FOR ALL EXTERNAL WORKS IS REQUIRED.
- EXISTING SERVICES NOTE:**
 ALL WORK IN THE EX. SANITARY & STORM SEWERS @ CONNECTION POINTS SHALL BE CONFIRMED BY THE OWNER'S CONTRACTOR PRIOR TO THE START OF CONSTRUCTION/ORDERING STRUCTURES. THE CONSULTANT IS TO BE INFORMED IF DIFFERENT THAN NOTED.
- RESTORATION NOTE:**
 ALL WORK IN THE ROAD ALLOWANCE SHALL MEET THE MINIMUM SPECIFICATIONS OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT. ARE TO BE APPLIED TO WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE UNLESS OTHERWISE APPROVED BY THE MUNICIPAL.
- SUMP PUMP AND DRAIN LOCATIONS ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. REFER TO ARCHITECTS PLANS FOR SUMP PUMP LOCATION.**
- SERVICE STUBS TO BE CAPPED AT 1.0m O/S FROM BUILDING ENVELOPE FOR CONNECTION ONCE BUILDING SERVICES ARE INSTALLED.**
- OWNER'S CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY CONSTRUCTION MEASURES SUCH AS, BUT NOT LIMITED TO, PIPE COVER AT NO ADDITIONAL CHARGE TO THE CONTRACT.**
- STORM SERVICING NOTE:**
 NO BUILDING DRAIN (SUMP/WEEPING TILE/RAIN WATER LEADER) CONNECTIONS WILL BE PERMITTED INTO THE SANITARY SEWERS AND NO DIRECT GRAVITY CONNECTIONS FROM THE FOUNDATION DRAINS WILL BE PERMITTED TO THE STORM SYSTEM UNLESS THE STORM SYSTEM HAS THE CAPACITY TO PROVIDE FOR SUCH CONNECTIONS TO THE SATISFACTION OF THE MUNICIPAL ENGINEER.
- ALL PROP WATER METERS ARE C/W DOUBLE CHECK VALVE ASSEMBLIES (DCVA) FOR PREMISE ISOLATION**
- ALL WATERMAIN CONSTRUCTION TO CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPAL PUBLIC WORKS AND ENGINEERING DEPARTMENT. WHERE COVER IS LESS THAN 1.7m (EVEN TEMPORARY CONDITIONS), THE WATERMAIN/SERVICE SHALL BE ADEQUATELY INSULATED OVER THE AFFECTED LENGTH.**
- THE OWNER'S CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL MEASURES IN COMPLIANCE WITH THE ONTARIO TRAFFIC MANUAL BOOK 7 AND BOOK 18 FOR ALL WORKS WITHIN THE MUNICIPAL RIGHT-OF-WAY. THE OWNER'S CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE MUNICIPAL/ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH CONSTRUCTION.**
- OWNER'S CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED DURING THE INSTALLATION OF SERVICES TO THE SATISFACTION OF THE UTILITY OWNER AT NO EXTRA COST TO THE CONTRACT.**
- ALL SUMP PIT CONFIGURATIONS SHALL MEET, AT MINIMUM, OBC SECTION 7. ALL PUMPS ARE TO INCLUDE A CHECK VALVE.**
- BOULEVARD AREAS AND CONCRETE SIDEWALKS DISTURBED DURING INSTALLATION OF SERVICES SHALL BE RESTORED TO MATCH EX. CONDITION OR SURFACE WORKS NOTES ON SHEET C1, WHICHEVER IS GREATER, ALL AT NO COST TO THE MUNICIPALITY.**
- ECA FOR SHARED PRIVATE SANITARY SEWER REQUIRED (SAMH1 TO EX. SAMH)**
- STORM DRAINAGE NOTE:**
 STORM DRAINAGE MAY TEMPORARILY NEED TO BE CONTROLLED AND PUMPED FROM STORM SEWER SYSTEM. ANY SUCH TEMPORARY MEASURES SHALL BE CONDUCTED AT NO EXTRA COST TO THE CONTRACT AND BE BASED UPON THE OWNER'S CONTRACTORS WATER CONTROL PLANS. WHICH MUST BE APPROVED BY THE CONTRACT ADMINISTRATOR/ENGINEER PRIOR TO CONSTRUCTION.

- BUILDING SERVICE CONNECTIONS:**
1. ALL TOWNHOUSE WATER SERVICES SHALL BE 250 PEX c/w TRACER WIRE FULL LENGTH.
 2. ALL TOWNHOUSE SANITARY SERVICES SHALL BE 1000 SA PVC DR 28 @ 2% MIN. SLOPE.
 3. ALL TOWNHOUSE SUMP PUMPS SHALL DISCHARGE TO GRADE.

- WATERMAIN & SEWER CROSSING NOTE:**
1. UNDER PRACTICAL CONDITIONS, WATERMANS SHALL CROSS ABOVE SEWERS WITH SUFFICIENT VERTICAL SEPARATION TO ALLOW FOR PROPER BEDDING AND STRUCTURAL SUPPORT OF THE WATERMAIN AND SEWER. INSULATE AS PER FIGURE 5.2 (WHERE REQUIRED).
 2. WHEN IT IS NOT POSSIBLE FOR THE WATERMAIN TO CROSS ABOVE THE SEWER, THE WATERMAIN PASSING UNDER A SEWER SHALL BE PROTECTED BY:
 - 2.1. PROVIDING A VERTICAL SEPARATION OF AT LEAST 0.5 METRES BETWEEN THE INVERT OF THE SEWER AND THE CROWN OF THE WATERMAIN;
 - 2.2. PROVIDING ADEQUATE STRUCTURAL SUPPORT FOR THE SEWERS TO PREVENT EXCESSIVE DEFLECTION OF JOINTS AND SETTLING; AND
 - 2.3. ENSURING THAT THE LENGTH OF WATER PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SO THAT THE JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE SEWER.

REFERENCE: JUNE 2012 MINISTRY OF THE ENVIRONMENT'S WATERMAIN DESIGN CRITERIA FOR FUTURE ALTERATION AUTHORIZED UNDER A DRINKING WATER WORKS PERMIT

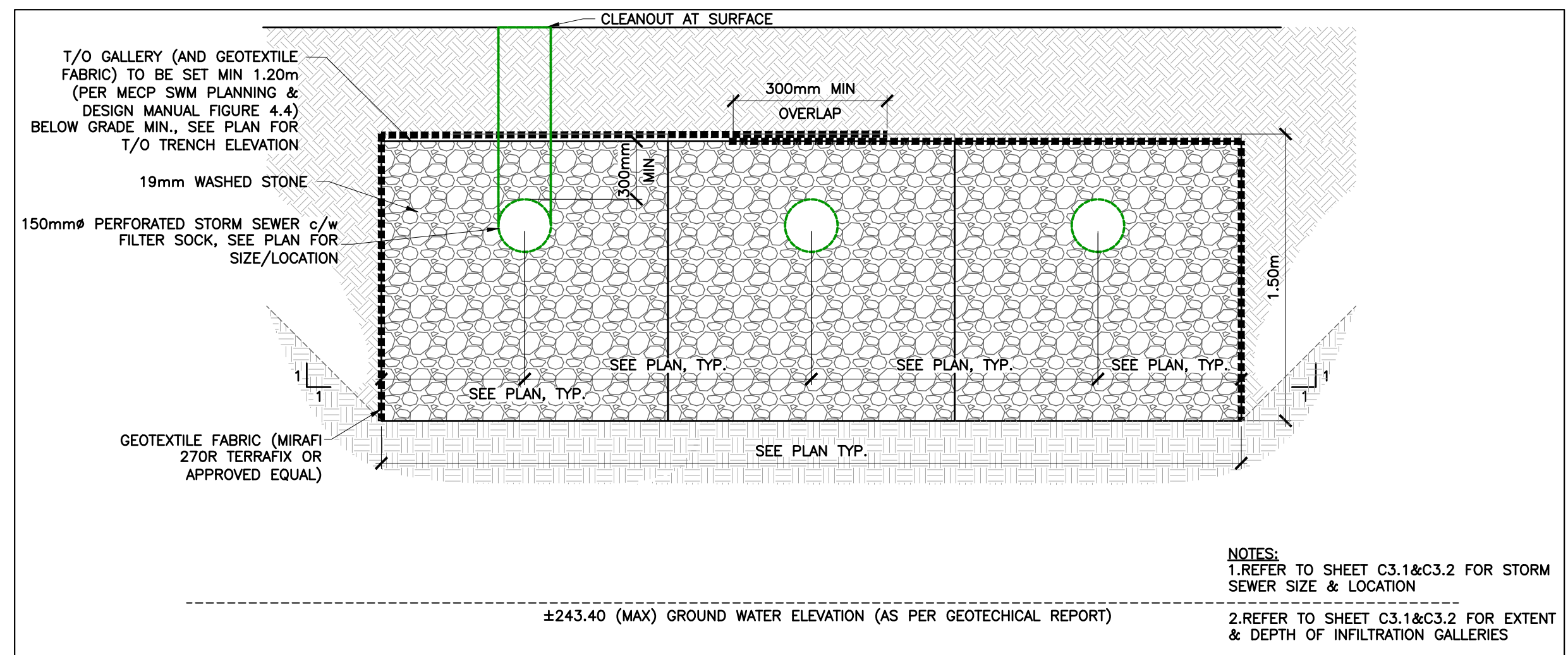
INSULATION NOTE:
 INSULATE SEWERS + WATER PIPES AS PER FIGURE 5.2 WHERE 1.70m (1.22m FOR ON-SITE SEWERS) COVER CAN NOT BE PROVIDED.

ALL CLEARANCES TO ELECTRICAL CONDUCTORS AS SET OUT IN THE CURRENT OBC DIV. B-3.1.19.1 'ELECTRICAL CONDUCTOR CLEARANCES TO BUILDINGS' SHALL BE MAINTAINED.

INSTALL PARSON MH INSERT IN ALL SANITARY MAINTENANCE HOLES

UTILITIES NOTE:
 FOR CLARITY, NOT ALL EXISTING UTILITIES MAY BE SHOWN. THE OWNER'S CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL UTILITY LOCATES PRIOR TO CONSTRUCTION.

THE SUBJECT SITE HAS BEEN DESIGNED UNDER A SINGLE OWNERSHIP. IF ONE OF THE LAND PARCELS IS SOLD TO ANOTHER OWNER, AN ECA FOR SHARED SEWER WILL BE REQUIRED FROM THE M.E.C.P..



INFILTRATION GALLERY DETAIL
 N.T.S.

ALL PIPE WITHIN INFILTRATION TRENCHES TO BE 150mm DIAMETER (HDPE BIG 'O' OR EQUAL) c/w FILTER SOCK. PERFORATION SLOTS TO BE MINIMUM 12mm LONG, 1.3mm WIDE, 236 PERFORATIONS PER METRE OF PIPE, OPEN AREA 37 cm²/m

REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	STRIK BALDINELLI MONIZ PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL 1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8 Tel: (519) 471-6667 Fax: (519) 471-0034 Email: sbm@sbmltd.ca
DRAWN	BG/RZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
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 PROVINCE OF ONTARIO

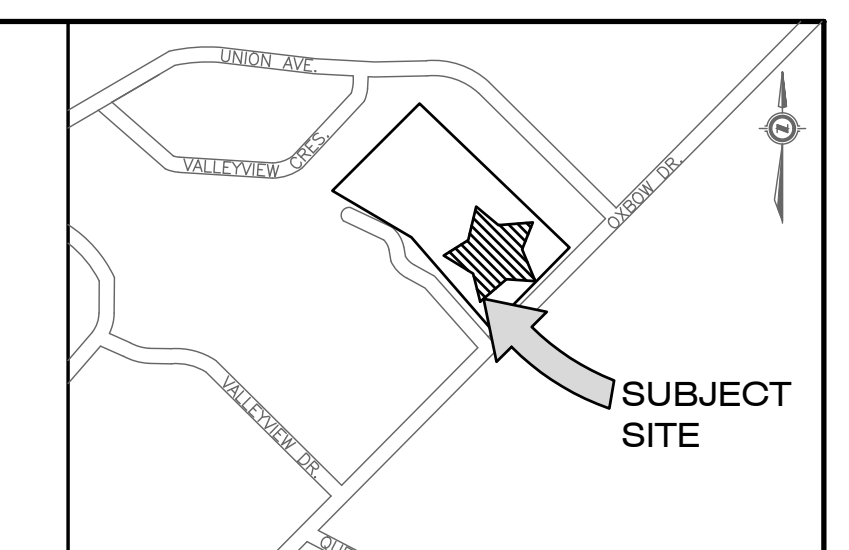
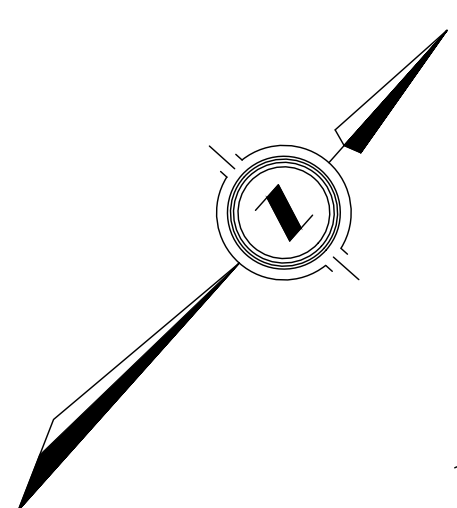
MIDDLESEX CENTRE
 ACCEPTED
 May 23, 2023

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
 1956 MALLARD ROAD,
 LONDON, ON, N6H 5M1
 P: 519.686.3075
 E: JEFF.FUNG@FOREVERHOMES.CA

SCALE: 2.5 0 1:250 5.0m

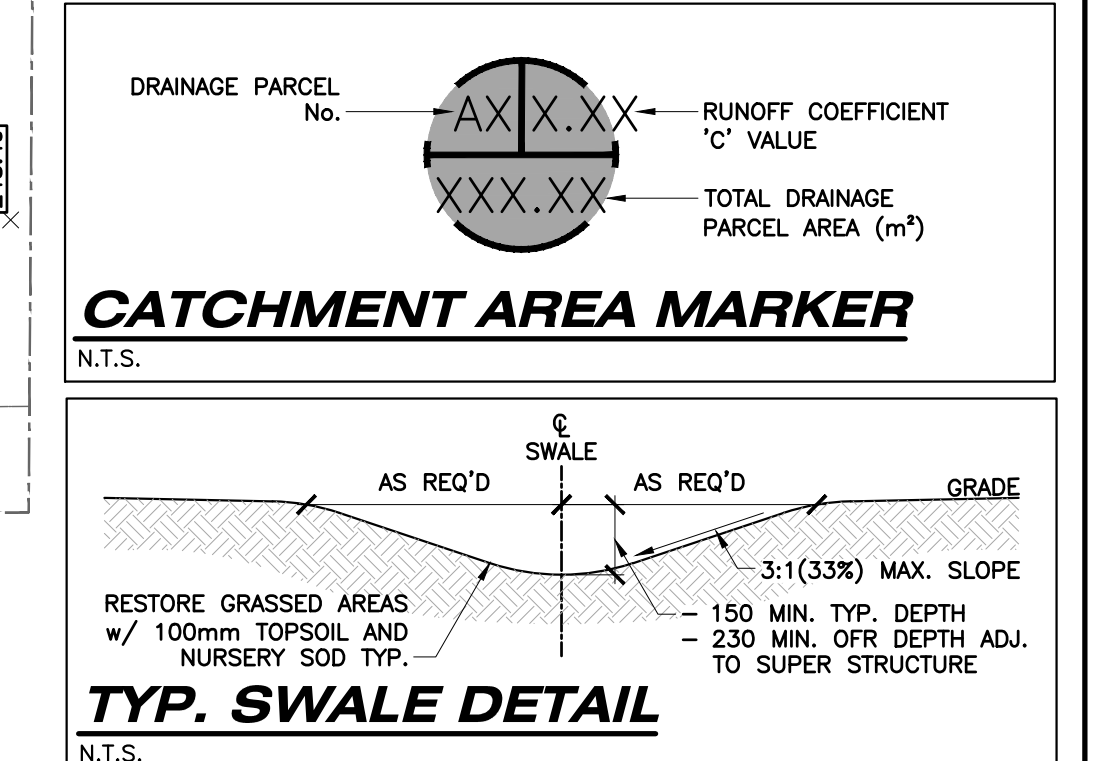
SITE SERVICING PLAN (SOUTH)
RESIDENTIAL CONDO DEVELOPMENT
 10092 OXBOW DRIVE
 KOMOKA, ON.

PROJECT No. **SBM-21-4556**
 SHEET No. **C3.2**
 PLAN FILE No. —



KEY PLAN
N.T.S.

SITE BENCHMARK:
MONUMENT TYPE: CUT CROSS
LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
GEODETIC ELEVATION: 251.313
MONUMENT TYPE: IRON BAR
LOCATION: SOUTH WEST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 1
GEODETIC ELEVATION: 252.48
(CONTRACTOR TO CONFIRM BENCHMARK ELEVATIONS)



TACTILE PLATE NOTE:
CAST IRON TACTILE PLATES POWDER COATED RED ARE REQUIRED IN THE SIDEWALK RAMPS PER AODA LEGISLATION, OPSD 310.033, AND OPSD 310.039.

OFF-SITE WORKS NOTE:
PERMIT OF APPROVED WORKS FOR ALL EXTERNAL WORKS IS REQUIRED.

RESTORATION NOTE:
ALL WORK IN THE ROAD ALLOWANCE SHALL MEET THE MINIMUM SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE'S INFRASTRUCTURE DESIGN GUIDELINES AS ADOPTED BY COUNCIL AND AS AMENDED FROM TIME TO TIME ARE TO BE APPLIED TO WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE UNLESS OTHERWISE APPROVED BY THE MUNICIPALITY.

FOR GRADING ON ADJACENT LANDS, IF REQUIRED, DEVELOPER SHALL OBTAIN WRITTEN APPROVAL FROM ADJACENT LAND OWNER.

BOULEVARD AREAS AND CONCRETE SIDEWALKS DISTURBED DURING INSTALLATION OF SERVICES SHALL BE RESTORED TO MATCH EX. CONDITION OR SURFACE WORKS NOTES ON SHEET C1, WHICHEVER IS GREATER, ALL AT NO COST TO THE MUNICIPALITY.

ALL CLEARANCES TO ELECTRICAL CONDUCTORS AS SET OUT IN THE CURRENT OBC DIV. B-3.1.19.1 'ELECTRICAL CONDUCTOR CLEARANCES TO BUILDINGS' SHALL BE MAINTAINED.

GRADING NOTES:

- EXISTING GRADES AND DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
- GROUND ELEVATIONS AT BUILDINGS ABUTTING OVERLAND FLOW ROUTES ARE TO BE 225 ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
- GROUND ELEVATIONS AT BUILDING OPENING ABUTTING OVERLAND FLOW ROUTES ARE TO BE 450mm ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
- SUMP PUMP DISCHARGE MUST BE DIRECTED TO THE STORM SEWER VIA THE STORM PDC. NO SANITARY SEWER CONNECTIONS PERMITTED.
- A MINIMUM OF 150mm (6") FROM THE TOP OF FOUNDATION TO THE FINISHED GRADE OUTSIDE THE BUILDING MUST BE PROVIDED, TYPICAL.
- RETAINING WALLS, 1000mm OR GREATER, & GUARD RAILS ON TOP (IF REQUIRED) ARE TO BE DESIGNED BY AND CONSTRUCTED TO THE SPECIFICATIONS OF A REGISTERED PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE ONTARIO BUILDING CODE.
- THE MIN. FINISHED FLOOR ELEVATION, UNDERSIDE OF FOOTING ELEVATION, BASEMENT WINDOW SILL ELEVATION, ETC. ARE TO BE CONFIRMED BY THE CONTRACTOR IN CONSULTATION WITH THE BUILDING DESIGNER, BASED ON TOP OF FOUNDATION ELEVATION PROVIDED. CONTACT STRIK, BALDINELLI, MONIZ LTD. (SBM) FOR CLARIFICATION, IF REQUIRED.

GRADING CERTIFICATE:

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

ALL CURBS ON SITE TO BE OPSD 600.060 (SUPERELEVATED)

MAX PONDING INFO:
ELEV=250.15
DEPTH=0.45
AREA=167.04
VOLUME=25.06

PROPOSED BERM @
ELEVATION=247.75
GRADE=33.3%

MAX PONDING INFO:
ELEV=247.75
DEPTH=0.45
AREA=342.41
VOLUME=51.36

LEGAL INFORMATION

PART OF
LOT 6 CONCESSION 3
(GEOGRAPHIC TOWNSHIP OF LOBO)
IN THE
MUNICIPALITY OF MIDDLESEX
CENTRE
COUNTY OF MIDDLESEX

SEE SHEET C4.2

SEE SHEET C4.2

SEE SHEET C4.2

REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWN	BO/FZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	SH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	SH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	05/04/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

STRIK BALDINELLI MONIZ
PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL
1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8
Tel: (519) 471-6667 Fax: (519) 471-0034
Email: sbm@sbmltd.ca

ENGINEER'S STAMP
B. R. HYLAND
100223591
May 15, 2023
SBM-21-4556
PROVINCE OF ONTARIO

ENGINEER'S STAMP
middlesex centre
ACCEPTED
May 23, 2023

CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
1956 MALLARD ROAD,
LONDON, ON, N6H 5M1
P: 519.686.3075
E: JEFF.FUNG@FOREVERHOMES.CA

SCALE
SCALE 0 - 1:250
2.5 5.0m

TITLE
SITE GRADING PLAN (NORTH)
RESIDENTIAL CONDO DEVELOPMENT
10092 OXBOW DRIVE
KOMOKA, ON.

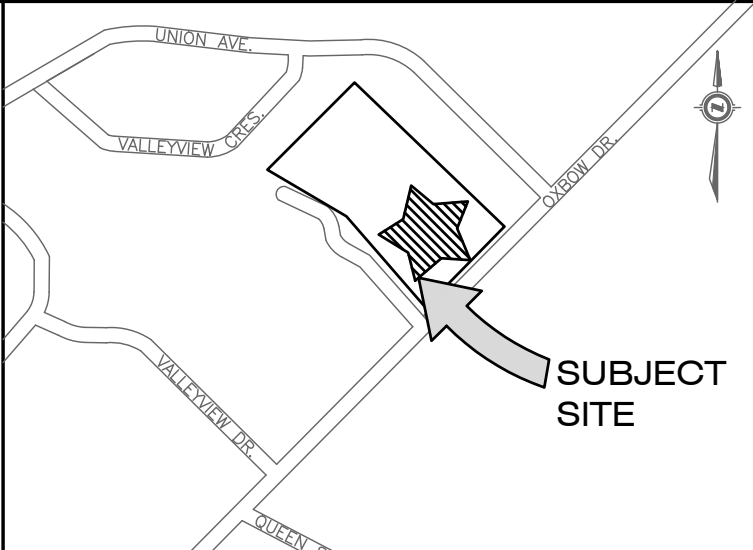
PROJECT No.
SBM-21-4556

SHEET No.
C4.1

PLAN FILE No.

LEGAL INFORMATION

PART OF
LOT 6 CONCESSION 3
(GEOGRAPHIC TOWNSHIP OF LOBO)
IN THE
MUNICIPALITY OF MIDDLESEX
CENTRE
COUNTY OF MIDDLESEX

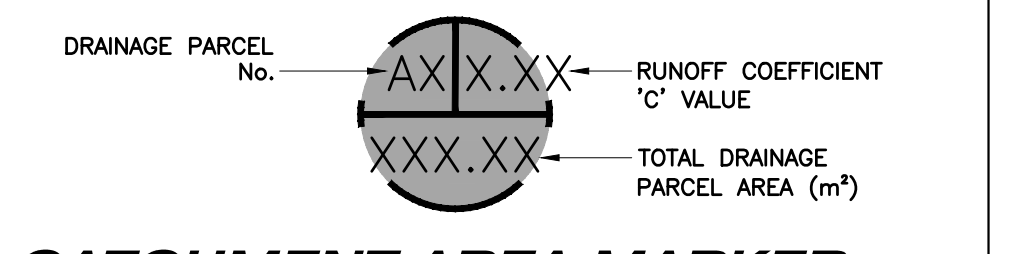


KEY PLAN

N.T.S.

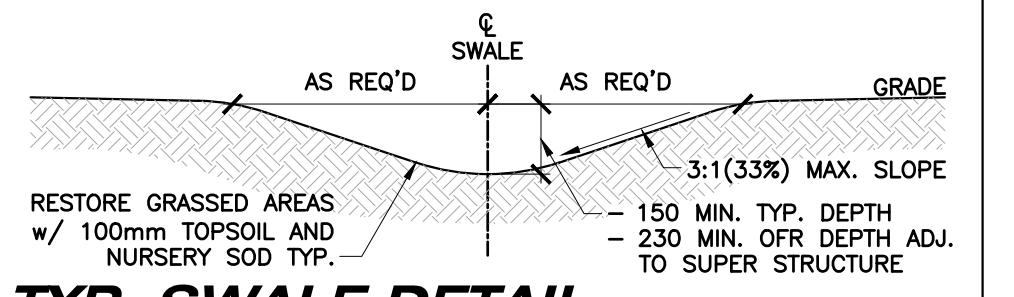
SITE BENCHMARK:

MONUMENT TYPE: CUT CROSS
LOCATION: SIDEWALK AT THE SOUTH EAST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 2 SET BY MTE
GEODETIC ELEVATION: 251.313
MONUMENT TYPE: IRON BAR
LOCATION: SOUTH WEST CORNER OF THE SUBJECT PARCEL AS SHOWN ON THE PLAN AS BENCHMARK # 1
GEODETIC ELEVATION: 252.48
(CONTRACTOR TO CONFIRM BENCHMARK ELEVATIONS)



CATCHMENT AREA MARKER

N.T.S.



TYP. SWALE DETAIL

N.T.S.

TACTILE PLATE NOTE:
CAST IRON TACTILE PLATES POWDER COATED RED ARE REQUIRED IN THE SIDEWALK RAMPS PER AODA LEGISLATION, OPSD 310.033, AND OPSD 310.039.

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PERMIT OF APPROVED WORKS FOR ALL EXTERNAL WORKS IS REQUIRED.

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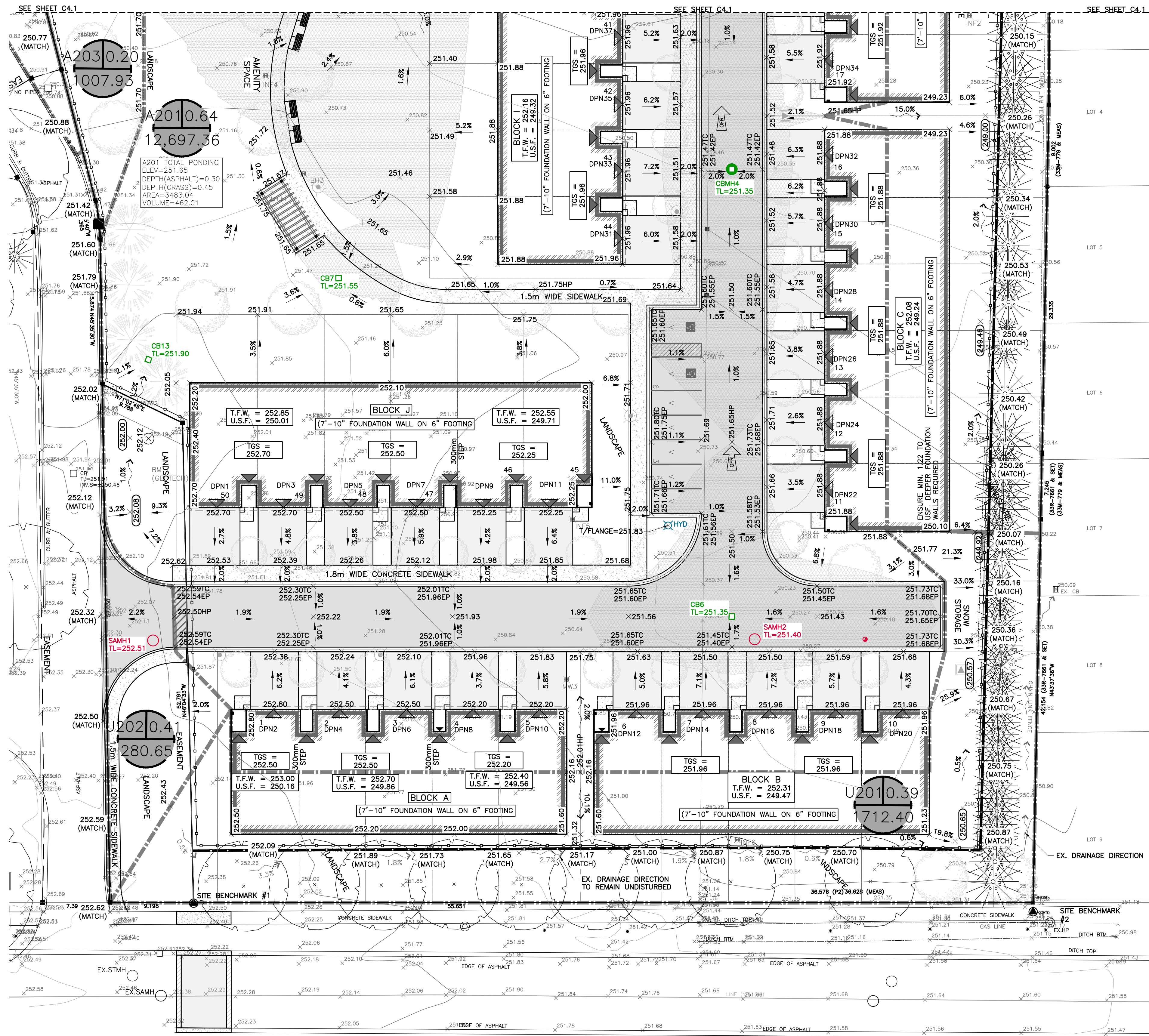
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- GROUND ELEVATIONS AT BUILDING OPENING ABUTTING OVERLAND FLOW ROUTES ARE TO BE 450mm ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
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REFER TO NOTES, LEGEND, AND DETAILS ON SHEET C1 & C5



ALL CURBS ON SITE TO BE OPSD 600.060 (SUPERELEVATED)

OXBOW DRIVE

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWN	BG/FZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	BH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	BH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	05/04/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

STRIK BALDINELLI MONIZ
PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL
1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8
Tel: (519) 471-6667 Fax: (519) 471-0034
Email: sbm@sbmltd.ca

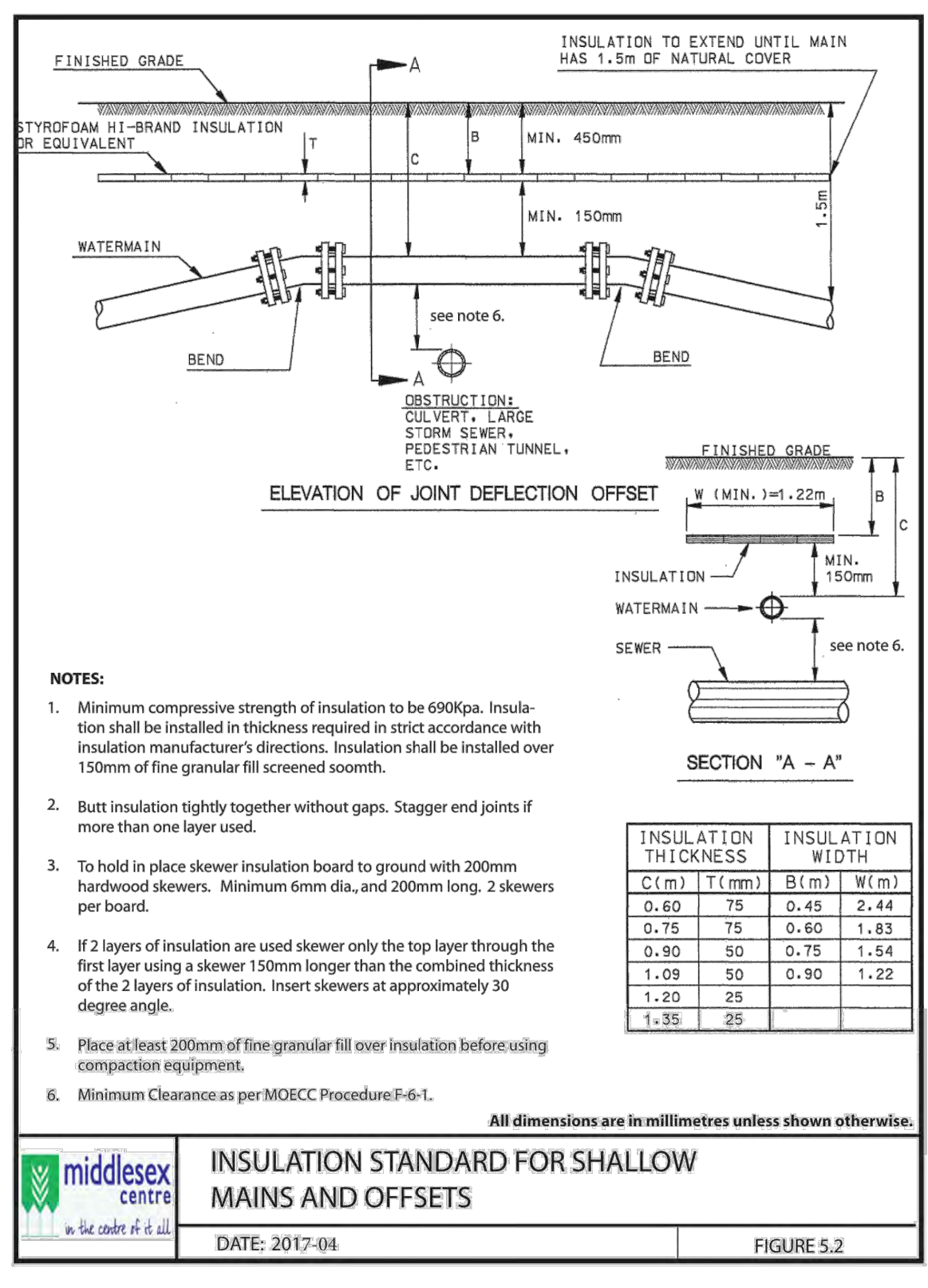
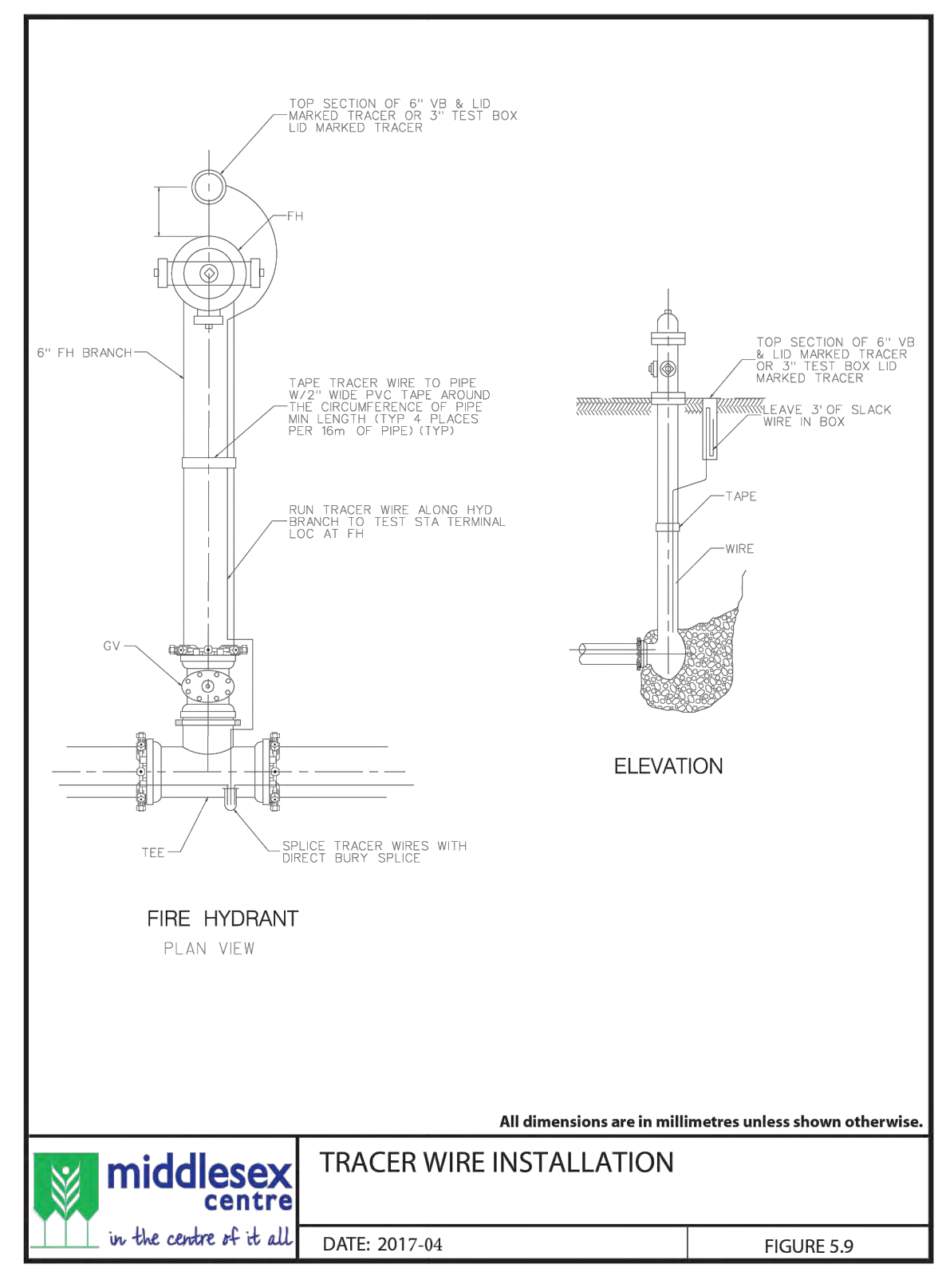
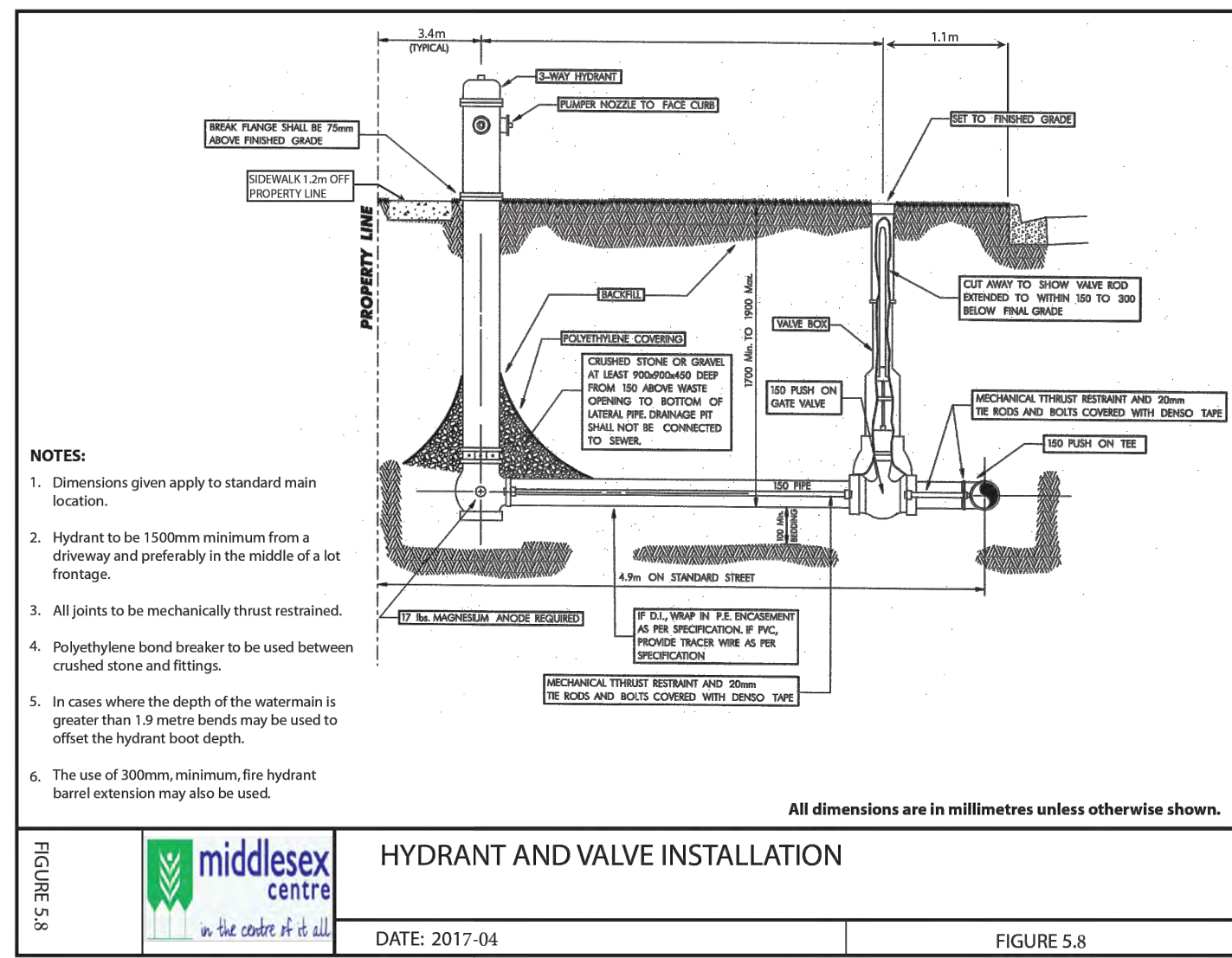
ENGINEER'S STAMP
B. R. HYLAND
100223591
May 15, 2023
SBM-21-4556
PROVINCE OF ONTARIO

ENGINEER'S STAMP
middlesex centre
in the centre of it all.
ACCEPTED
May 23, 2023

CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
1956 MALLARD ROAD,
LONDON, ON, N6H 5M1
P: 519.686.3075
E: JEFF.FUNG@FOREVERHOMES.CA

SCALE
SCALE - 1:250
2.5 0 5.0m

TITLE	PROJECT No.
SITE GRADING PLAN (SOUTH)	SBM-21-4556
RESIDENTIAL CONDO DEVELOPMENT	SHEET No. C4.2
10092 OXBOW DRIVE KOMOKA, ON.	PLAN FILE No. _____



FlexStorm Pure™ Inlet Filters

FlexStorm Pure inlet filters are the preferred choice for permanent inlet protection and stormwater runoff control. Constructed of stainless steel, FlexStorm Pure inlet filters will fit any drainage structure and are available with site-specific filter bags providing various levels of filtration.

Applications

- Car washes
- Commercial
- Loading ramps
- Industrial
- Gas stations
- Parking lots
- Dock drains
- Maintenance

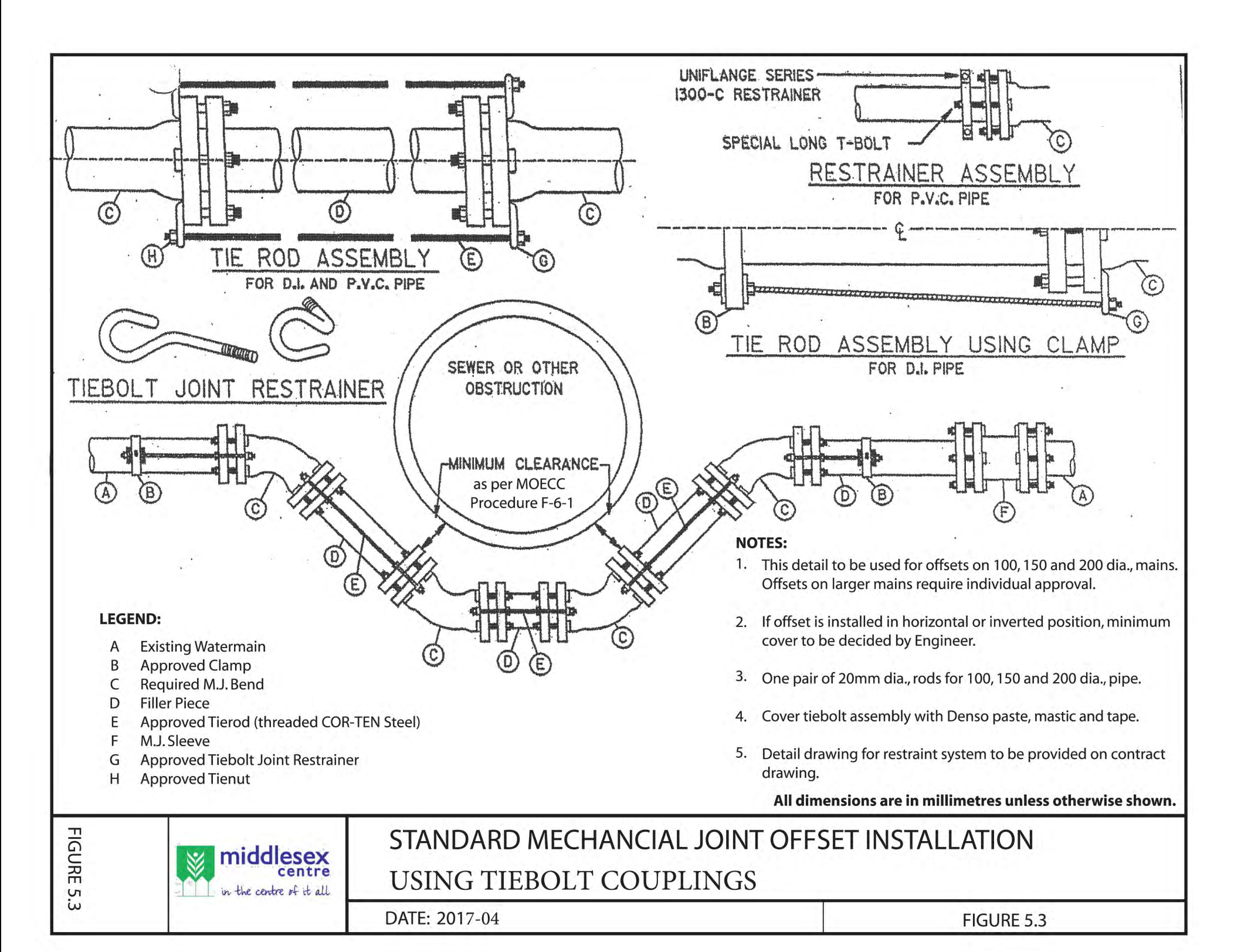
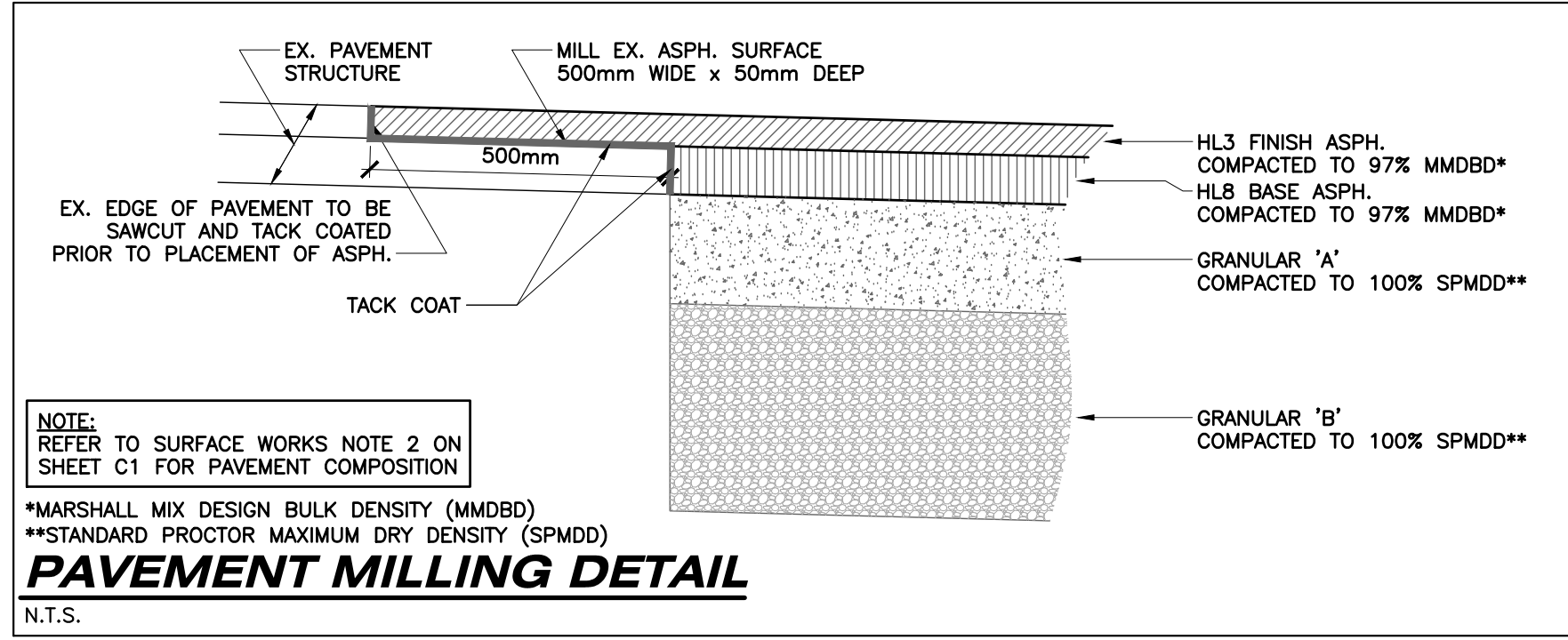
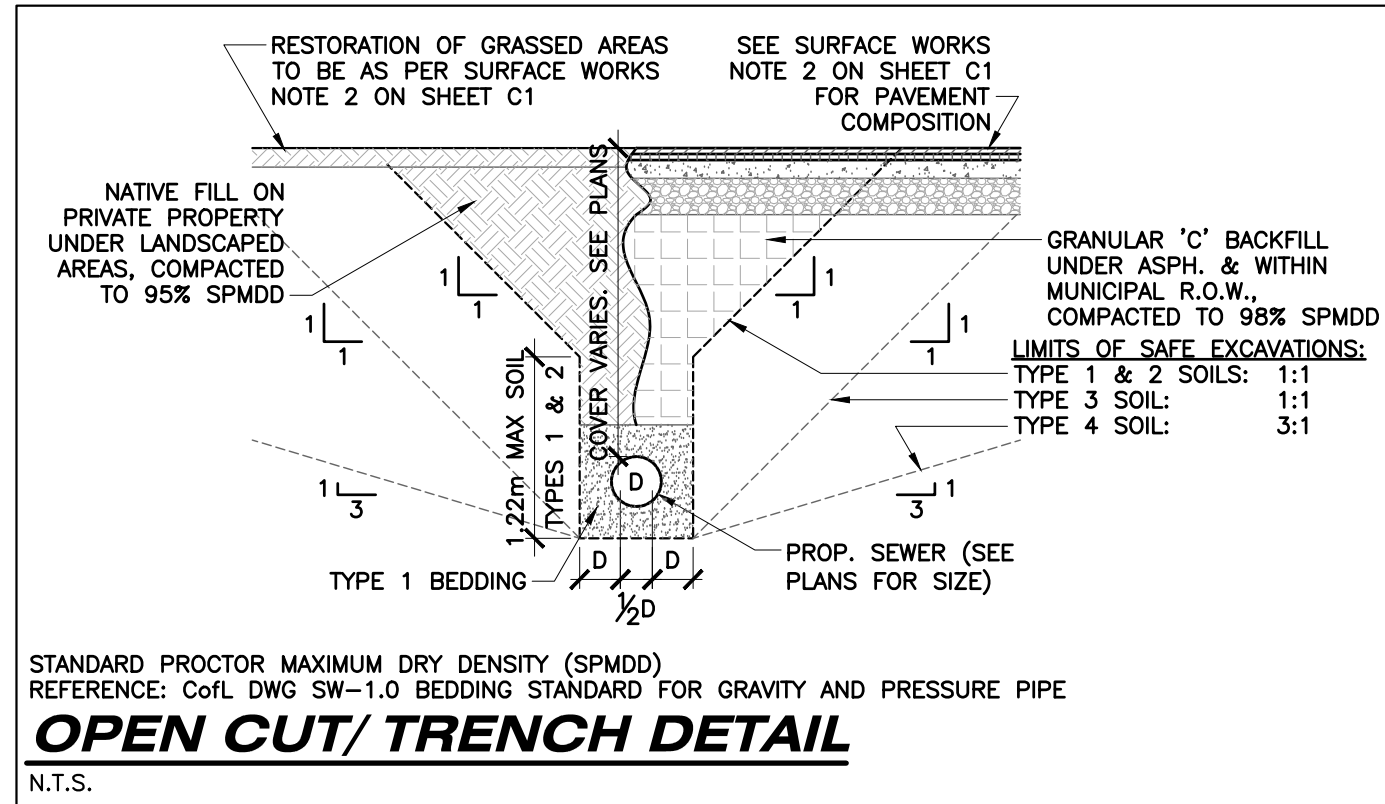
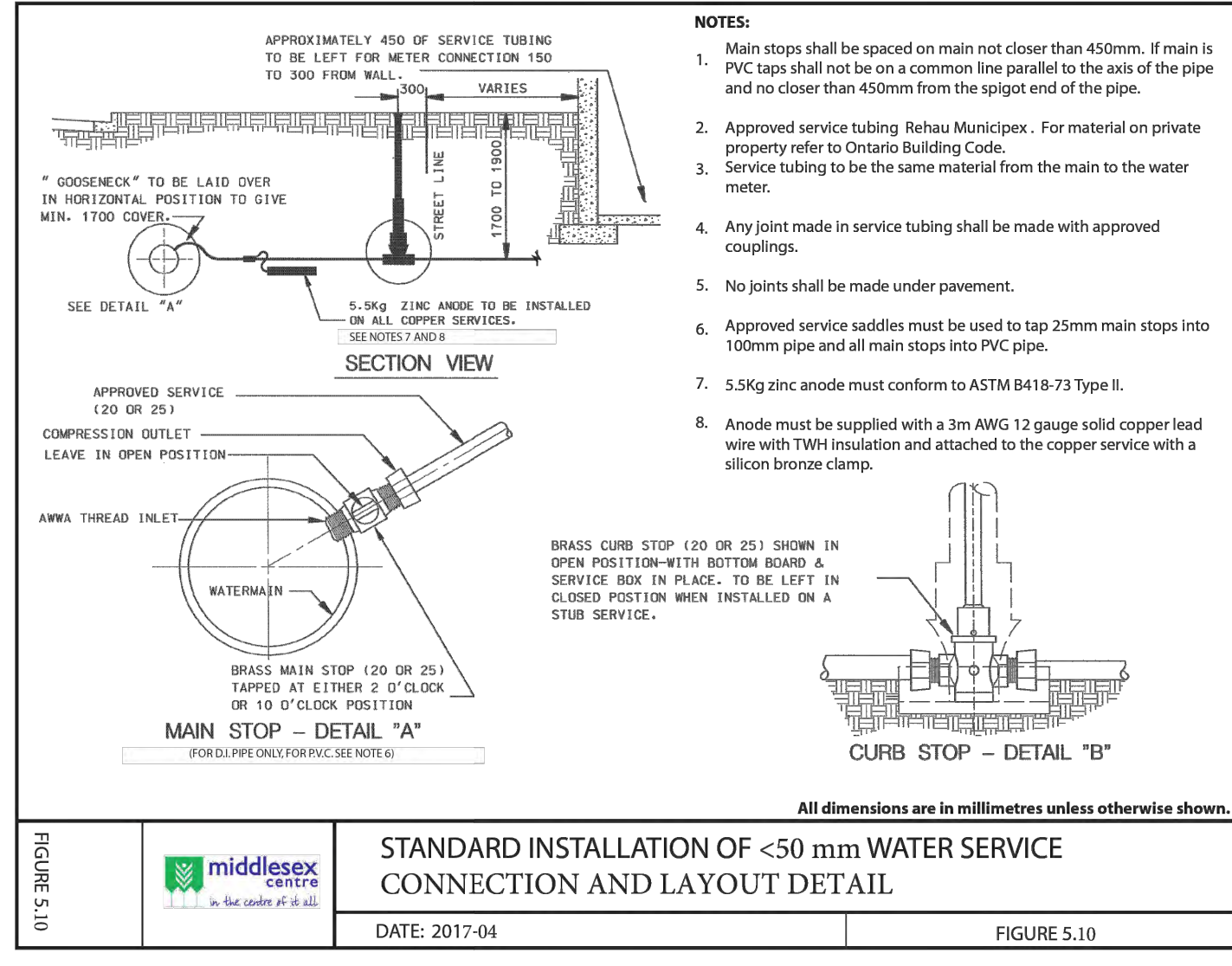
Features

- Custom stainless steel frames are configured to fit into any drainage structure
- Flow and bypass rates meet specific inlet requirements
- Works below grade with bypass to drain area if bag is full
- Installed and maintained by one worker, without additional equipment

Benefits

- Stainless steel frame provides extended service life
- Easily replaceable filter bags
- Meets stringent removal requirements:
- All bags rated >80% removal efficiency of street sweep-size particles
- Optional FX/PCP bags can be used for hydrocarbon removal when required

ADS



AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	BM	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWN	BO/FZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	BH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	BH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	31/01/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

sbm STRIK BALDINELLI MONIZ
PLANNING - CIVIL - STRUCTURAL - MECHANICAL - ELECTRICAL
1599 Adelaide St. N, Unit 301, London, Ontario, N5X 4E8
Tel: (519) 471-6667 Fax: (519) 471-0034
Email: sbm@sbmltd.ca

ENGINEER'S STAMP
LICENSED PROFESSIONAL ENGINEER
B. R. HYLAND
100223591
May 15, 2023
SBM-21-4556
PROVINCE OF ONTARIO

ENGINEER'S STAMP
middlesex centre
in the centre of it all
ACCEPTED
May 23, 2023

CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
1956 MALLARD ROAD,
LONDON, ON, N6H 5M1
P: 519.686.3075
E: JEFF.FUNG@FOREVERHOMES.CA

SCALE
N/A

TITLE
STANDARD DETAILS
RESIDENTIAL CONDO DEVELOPMENT
10092 OXBOW DRIVE
KOMOKA, ON.

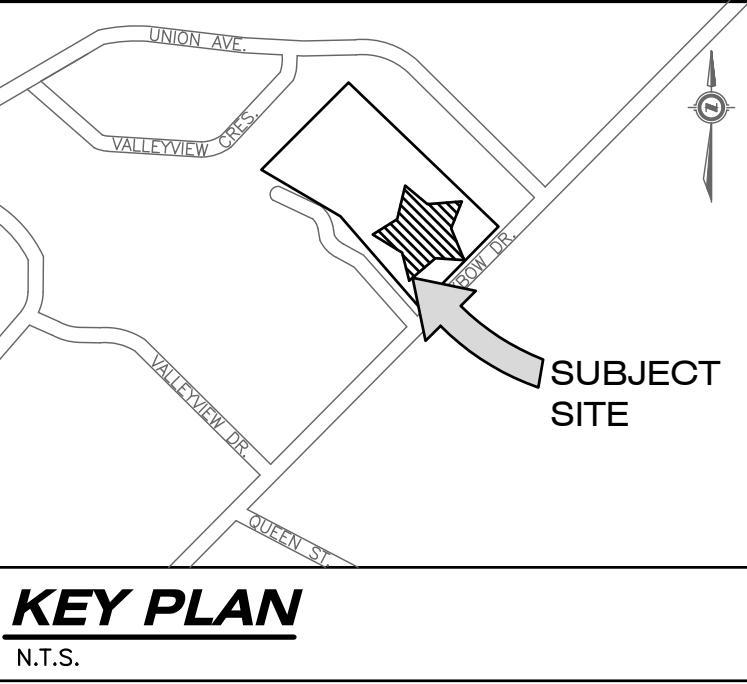
PROJECT No.
SBM-21-4556
SHEET No.
C5
PLAN FILE No.

LIST OF DRAWINGS

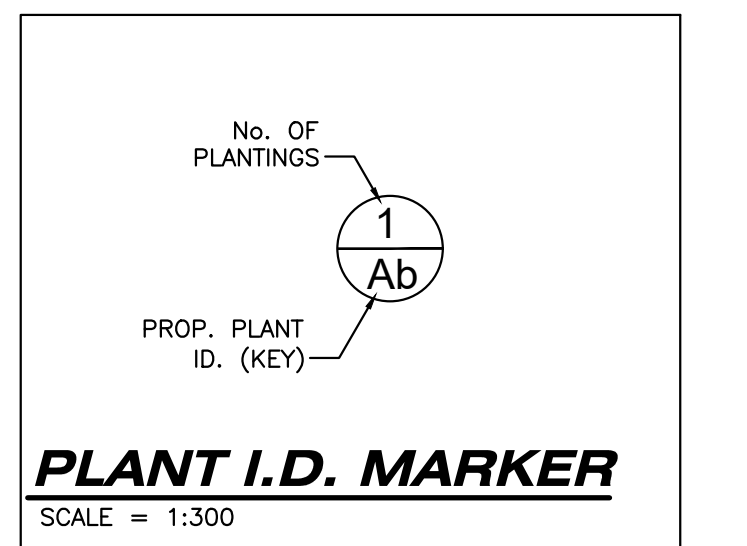
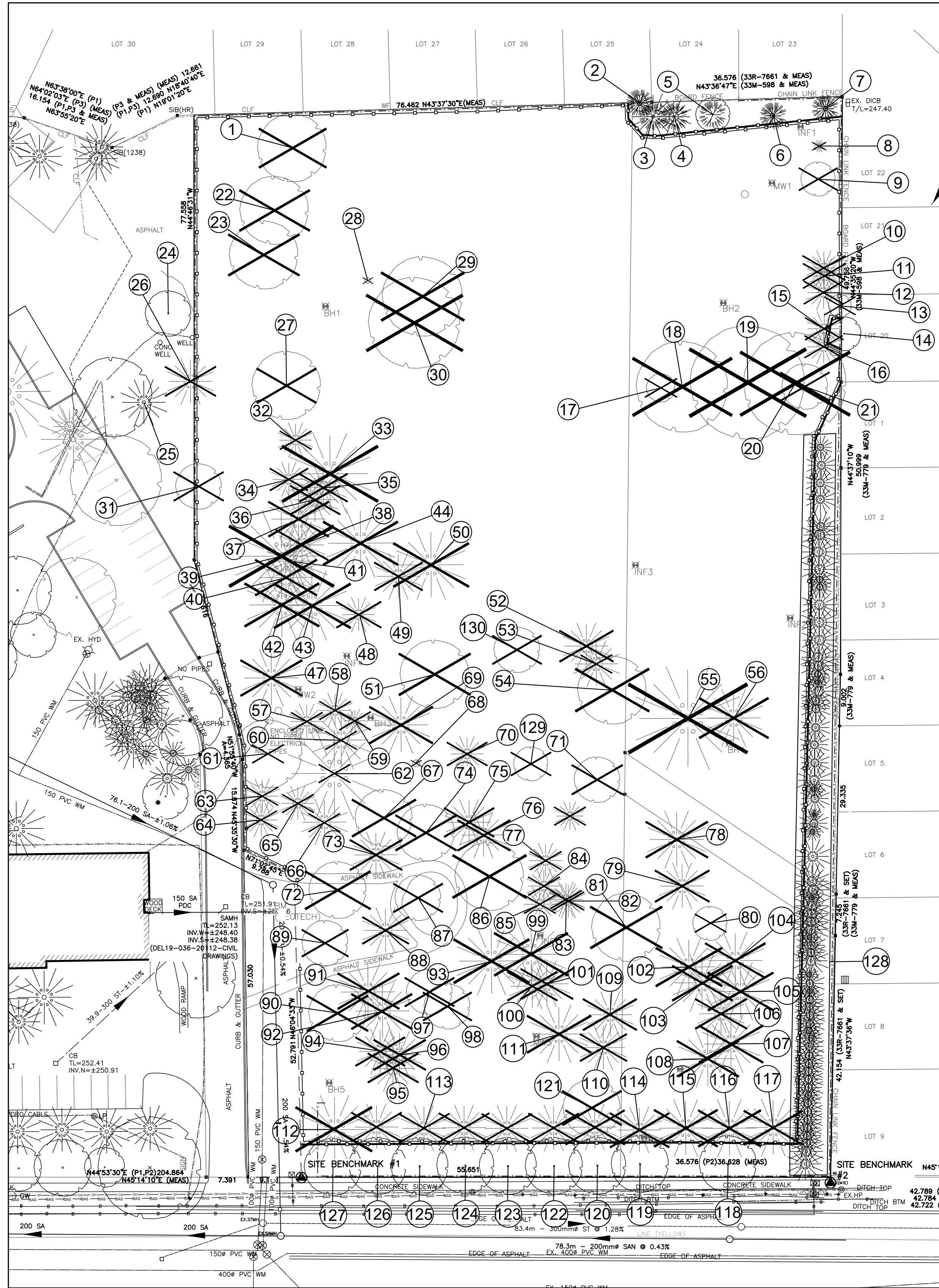
SHEET L1	TREE PRESERVATION PLAN
SHEET L2	LANDSCAPE PLAN & PLANT LIST
SHEET L3	LANDSCAPE NOTES AND STANDARD DETAILS

REFERENCE DOCUMENTS:

1. TOPOGRAPHICAL PLAN OF SURVEY OF PART OF LOT 6 CONCESSION 3 IN THE MUNICIPALITY OF MIDDLESEX CENTRE BY MTE ONTARIO LAND SURVEYORS LTD. DATED APRIL 5, 2022 (MTE FILE NO: 46421-201)
2. DRAFT PLAN OF CONDOMINIUM OF PART OF LOT 6 CONCESSION 3 IN THE MUNICIPALITY OF MIDDLESEX CENTRE BY MTE ONTARIO LAND SURVEYORS LTD. DATED MARCH 27, 2022 (MTE FILE NO: 46421-203)
3. DEL19-036-20112-CIVIL DRAWINGS, DRAFT TENDER PACKAGE 1, BY DEVELOPMENT ENGINEERING (LONDON) LIMITED, DATED AUGUST 8, 2020. (SITE SERVICING DRAWINGS FOR COUNTRY TERRACE LITC)
4. FUNCTIONAL SERVICING REPORT FOR COUNTRY TERRACE BUILDING ADDITION BY DEVELOPMENT ENGINEERING (LONDON) LIMITED, DATED MARCH 26, 2020 (PROJECT NO.: DEL 19-036)
5. SERVICING AND GRADING PLANS BY SBM, PROJECT NO. SBM-21-4556
6. SITE PLAN PREPARED BY ORCHARD DESIGN STUDIO INC
7. LANDSCAPE LAYOUT AND PLANT LIST BY DAN WEAGANT, DATED JUNE 7, 2022

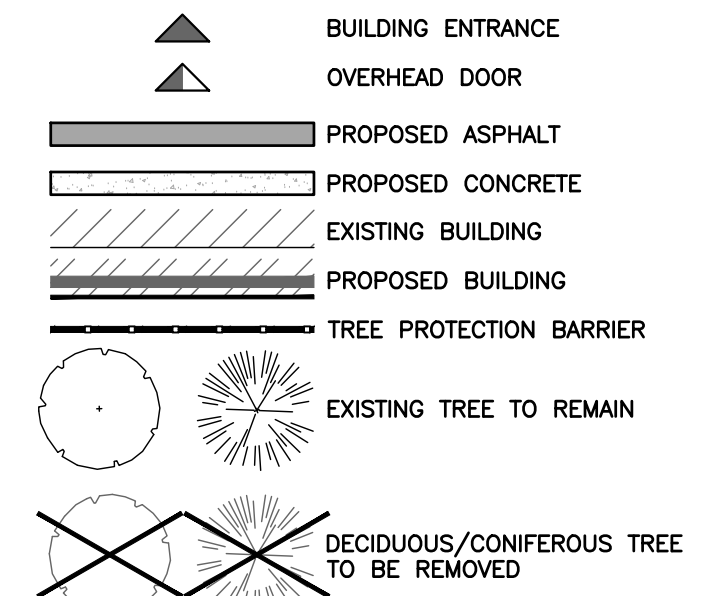
KEY PLAN
N.T.S.**LEGAL INFORMATION**

PART OF
LOT 6 CONCESSION 3
(GEOGRAPHIC TOWNSHIP OF LOBO)
IN THE
MUNICIPALITY OF MIDDLESEX
CENTRE
COUNTY OF MIDDLESEX

PLANT I.D. MARKER
SCALE = 1:300

10072 Oxbow Road, Komoka (Middlesex Centre)
Tree Inventory Prepared by: Dan Weagant, OALA, CSLA
Inventory Completed April 22, 2022.

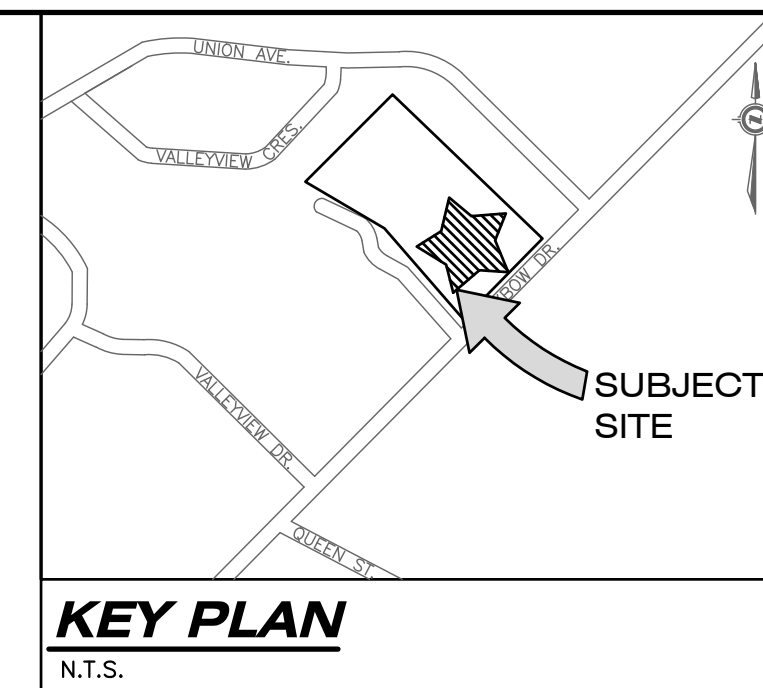
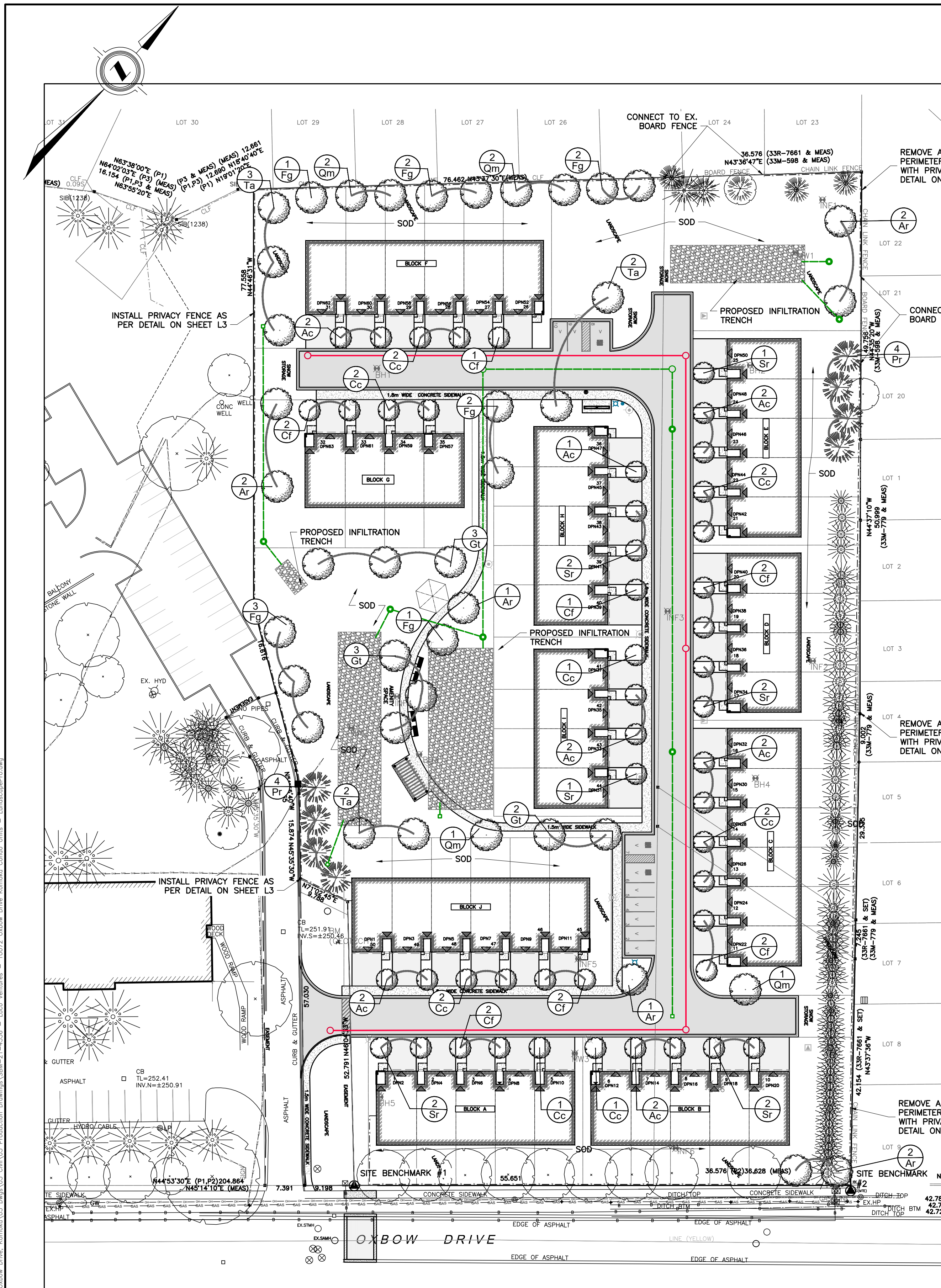
No.	Species	Caliper (DBH) (mm)	Condition	Notes
1	Acer saccharinum - Silver Maple	600	Good	Remove for grading / servicing
2	Pinus resinosa - Red Pine	200	Good	Retain
3	Pinus resinosa - Red Pine	300	Good	Retain
4	Pinus resinosa - Red Pine	400	Good	Retain
5	Pinus resinosa - Red Pine	300	Good	Retain
6	Pinus strobus - White Pine	150	Good	Retain
7	Pinus strobus - White Pine	150	Good	Retain
8	Pinus strobus - White Pine	100	Good	Remove for grading / servicing
9	Acer saccharinum - Silver Maple	300	Good	Remove for grading / servicing
10	Pinus resinosa - Red Pine	300	Good	Remove for grading / servicing
11	Pinus resinosa - Red Pine	300	Good	Remove for grading / servicing
12	Pinus resinosa - Red Pine	300	Good	Remove for grading / servicing
13	Morus spp. - Mulberry	200	Good	Remove for grading / servicing
14	Quercus rubra - Red Oak	300	Good	Retain; on adjacent property
15	Pinus resinosa - Red Pine	300	Good	Remove for building construction
16	Pinus resinosa - Red Pine	300	Good	Remove for building construction
17	Carpinus spp. - Hornbeam	250	Good	Remove for building construction
18	Acer negundo - Manitoba Maple	800	Poor	Remove for building construction
19	Acer negundo - Manitoba Maple	1000	Poor	Remove for building construction
20	Tilia americana - Basswood	900	Poor	Remove for grading / servicing
21	Tilia americana - Basswood	400	Poor	Remove for grading / servicing
22	Tilia americana - Basswood	600	Good	Remove for building construction
23	Tilia americana - Basswood	600	Good	Remove for building construction
24	Betula papyrifera - White Birch	400	Good	Retain; on adjacent property
25	Pinus strobus - White Pine	400	Good	Retain; on adjacent property
26	Pinus strobus - White Pine	400	Good	Remove for grading / servicing
27	Acer rubrum - Red Maple	600	Good	Remove for building construction
28	Tilia americana - Basswood	500	Good	Remove for building construction
29	Acer saccharinum - Silver Maple	700	Fair	Remove for grading / servicing
30	Acer saccharinum - Silver Maple	800	Good	Remove for grading / servicing
31	Betula papyrifera - White Birch	400	Good	Remove for grading / servicing
32	Thuja occidentalis - Eastern White Cedar	300	Good	Remove for grading / servicing
33	Picea glauca - White Spruce	700	Good	Remove for grading / servicing
34	Thuja occidentalis - Eastern White Cedar	300	Good	Remove for grading / servicing
35	Picea glauca - White Spruce	400	Fair	Remove for grading / servicing
36	Picea glauca - White Spruce	400	Poor	Remove for grading / servicing
37	Picea glauca - White Spruce	500	Good	Remove for grading / servicing
38	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
39	Picea glauca - White Spruce	800	Good	Remove for grading / servicing
40	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
41	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
42	Picea glauca - White Spruce	600	Good	Remove for grading / servicing
43	Picea glauca - White Spruce	600	Fair	Remove for grading / servicing
44	Picea glauca - White Spruce	600	Good	Remove for grading / servicing
45	Not assigned			
46	Not assigned			
47	Picea glauca - White Spruce	500	Good	Remove for grading / servicing
48	Picea glauca - White Spruce	300	Poor	Remove for grading / servicing
49	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
50	Picea glauca - White Spruce	600	Good	Remove for grading / servicing
51	Acer saccharinum - Silver Maple	600	Good	Remove for grading / servicing
52	Picea glauca - White Spruce	400	Good	Remove for building construction
53	Picea glauca - White Spruce	400	Good	Remove for building construction
54	Acer saccharinum - Silver Maple	600	Good	Remove for building construction
55	Picea glauca - White Spruce	900	Good	Remove for building construction
56	Pinus resinosa - Red Pine	500	Poor	Remove for building construction
57	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
58	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
59	Thuja occidentalis - Eastern White Cedar	200	Fair	Remove for grading / servicing
60	Picea glauca - White Spruce	500	Fair	Remove for grading / servicing
61	Acer saccharinum - Silver Maple	600	Good	Remove for grading / servicing
62	Picea glauca - White Spruce	800	Good	Remove for grading / servicing
63	Picea glauca - White Spruce	300	Fair	Remove for grading / servicing
64	Picea glauca - White Spruce	300	Fair	Remove for grading / servicing
65	Picea glauca - White Spruce	300	Poor	Remove for building construction
66	Picea glauca - White Spruce	400	Poor	Remove for building construction
67	Acer saccharinum - Silver Maple	500	Fair	Remove for building construction
68	Acer saccharinum - Silver Maple	600	Good	Remove for grading / servicing
69	Pinus strobus - White Pine	500	Good	Remove for grading / servicing
70	Picea glauca - White Spruce	300	Poor	Remove for grading / servicing
71	Acer saccharinum - Silver Maple	400	Poor	Remove for grading / servicing
72	Acer saccharinum - Silver Maple	500	Fair	Remove for building construction
73	Picea glauca - White Spruce	400	Poor	Remove for building construction
74	Acer saccharinum - Silver Maple	500	Fair	Remove for building construction
75	Picea glauca - White Spruce	400	Poor	Remove for building construction
76	Picea glauca - White Spruce	400	Fair	Remove for building construction
77	Thuja occidentalis - Eastern White Cedar	300	Good	Remove for building construction
78	Picea glauca - White Spruce	500	Good	Remove for building construction
79	Picea glauca - White Spruce	400	Good	Remove for building construction
80	Quercus rubra - Red Oak	300	Poor	Remove for building construction
81	Acer saccharinum - Silver Maple	600	Good	Remove for grading / servicing
82	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
83	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
84	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
85	Thuja occidentalis - Eastern White Cedar	300	Fair	Remove for grading / servicing
86	Acer saccharinum - Silver Maple	600	Fair	Remove for grading / servicing
87	Acer saccharinum - Silver Maple	400	Poor	Remove for grading / servicing
88	Picea glauca - White Spruce	400	Poor	Remove for grading / servicing
89	Tilia cordata - Littleleaf Linden	400	Good	Remove for grading / servicing
90	Acer saccharinum - Silver Maple	500	Good	Remove for building construction
91	Picea glauca - White Spruce	500	Fair	Remove for building construction
92	Picea glauca - White Spruce	500	Poor	Remove for building construction
93	Picea glauca - White Spruce	600	Fair	Remove for building construction
94	Picea glauca - White Spruce	400	Fair	Remove for building construction
95	Picea glauca - White Spruce	400	Fair	Remove for building construction
96	Picea glauca - White Spruce	400	Fair	Remove for building construction
97	Pinus resinosa - Red Pine	400	Poor	Remove for building construction
98	Pinus resinosa - Red Pine	400	Poor	Remove for building construction
99	Picea glauca - White Spruce	600	Good	Remove for building construction
100	Picea glauca - White Spruce	400	Fair	Remove for building construction
101	Picea glauca - White Spruce	400	Good	Remove for building construction
102	Picea glauca - White Spruce	500	Fair	Remove for building construction
103	Picea glauca - White Spruce	500	Fair	Remove for building construction
104	Thuja occidentalis - Eastern White Cedar	500	Good	Remove for building construction
105	Thuja occidentalis - Eastern White Cedar	500	Good	Remove for building construction
106	Thuja occidentalis - Eastern White Cedar	400	Good	Remove for building construction
107	Thuja occidentalis - Eastern White Cedar	500	Good	Remove for building construction
108	Thuja occidentalis - Eastern White Cedar	500	Poor	Remove for building construction
109	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
110	Picea glauca - White Spruce	400	Good	Remove for grading / servicing
111	Picea glauca - White Spruce	500	Good	Remove for building construction
112	Picea glauca - White Spruce	600	Fair	Remove for grading / servicing
113	Picea glauca - White Spruce	400	Fair	Remove for grading / servicing
114	Picea glauca - White Spruce	400	Poor	Remove for grading / servicing
115	Picea glauca - White Spruce	500	Poor	Remove for grading / servicing
116	Picea glauca - White Spruce	500	Fair	Remove for grading / servicing
117	Picea glauca - White Spruce	500	Poor	Remove for grading / servicing
118	Acer saccharinum - Silver Maple	700	Good	Retain
119	Acer saccharinum - Silver Maple	500	Good	Remove for grading / servicing
120	Acer saccharinum - Silver Maple	500	Good	Retain
121	Acer saccharinum - Silver Maple	500	Good	Remove for grading / servicing
122	Acer saccharinum - Silver Maple	500	Good	Retain
123	Acer saccharinum - Silver Maple	600	Good	Retain
124	Acer saccharinum - Silver Maple	500	Good	Retain
125	Acer saccharinum - Silver Maple	500	Good	Retain
126	Acer saccharinum - Silver Maple	500	Good	Retain
127	Acer saccharinum - Silver Maple	500	Good	Retain
128	Pinus resinosa - Red Pine Hedge Row	66 individual stems @ 100-300mm caliper.	Fair to good condition	Retain
129	Dead			Hazard, Remove
130	Dead			Hazard, Remove

TREE PRESERVATION LEGEND:

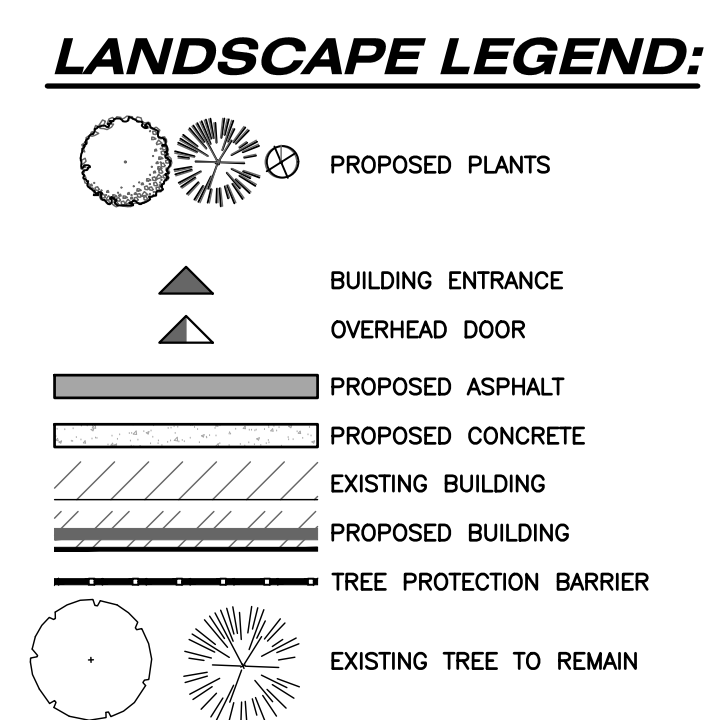
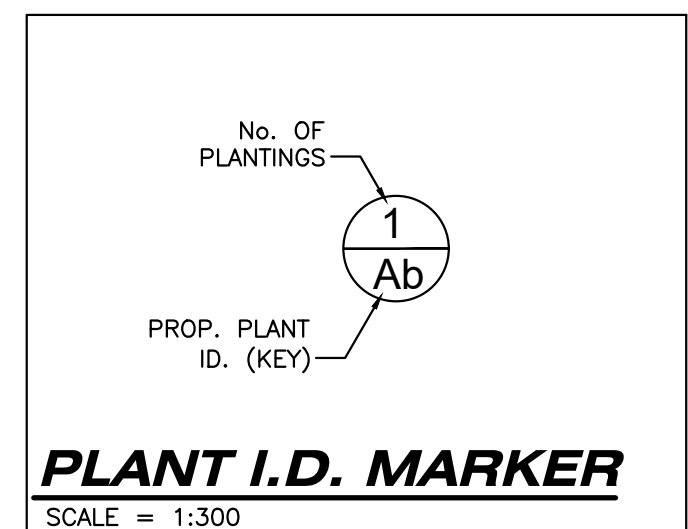
REFER TO NOTES AND DETAILS ON SHEET L3

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	DW	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	
DRAWN	JC/FZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	SH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	SH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	03/05/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

<p>DAN WEAGANT, OALA, CSLA, LANDSCAPE ARCHITECT</p> <p>703 FORMAN AVENUE STRATFORD, ON N5A 0G2 PH 519-694-5470 danweagant@rogers.com</p>	<p>ACCEPTED May 23, 2023</p>	<p>OXBOW DEVELOPMENTS LIMITED PARTNERSHIP</p> <p>1956 MALLARD ROAD, LONDON, ON, N6H 5M1</p> <p>P: 519.686.3075 E: JEFF.FUNG@FOREVERHOMES.CA</p>	<p>SCALE</p> <p>SCALE - 1:500 0 10.0m</p>	<p>TITLE</p> <p>TREE PRESERVATION PLAN</p> <p>RESIDENTIAL CONDO DEVELOPMENT</p> <p>10092 OXBOW DRIVE KOMOKA, ON.</p>	<p>PROJECT No.</p> <p>SBM-21-4556</p> <p>SHEET No.</p> <p>L1</p> <p>PLAN FILE No.</p>
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LEGAL INFORMATION
 PART OF
 LOT 6 CONCESSION 3
 (GEOGRAPHIC TOWNSHIP OF LOBO)
 IN THE
 MUNICIPALITY OF MIDDLESEX
 CENTRE
 COUNTY OF MIDDLESEX

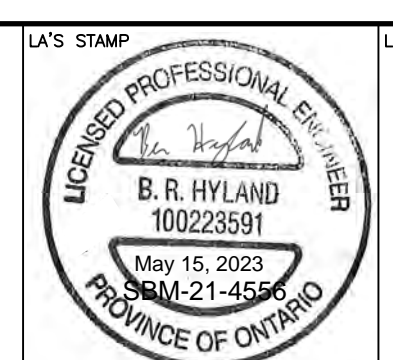


PLANT LIST

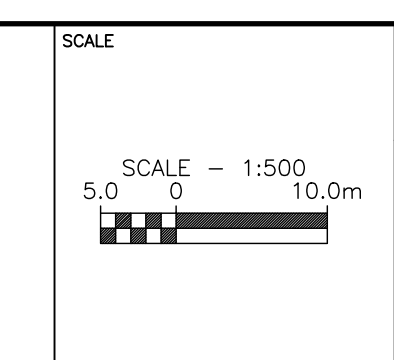
KEY	No.	NAME	SIZE & CONDITION
Pr	8	Pinus resinosa – Red Pine	200 cm height; Wire basket (W.B.)
Ac	13	Amelanchier canadensis - Serviceberry	45 mm caliper; W.B. / Potted
Ar	8	Acer rubrum – Red Maple	60 mm caliper; W.B.
Cc	14	Cercis canadensis – Eastern Redbud	45 mm caliper; W.B. / Potted
Cf	12	Cornus florida – Flowering Dogwood	45 mm caliper; W.B. / Potted
Fg	12	Fagus grandifolia – American Beech	60 mm caliper; W.B.
Gt	8	Gledisia triacanthos var. inermis ‘Skyline’ – Skyline Honeylocust	60 mm caliper; W.B.
Qm	6	Quercus macrocarpa – Burr Oak	60 mm caliper; W.B.
Sr	10	Syringa reticulata – Ivory Silk Tree Lilac	45 mm caliper; W.B. / Potted
Ta	7	Tilia americana – Basswood	60 mm caliper; W.B.

REFER TO NOTES AND DETAILS ON SHEET L3

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT
DESIGN	DW	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	DAN WEAGANT, OALA, CSLA, LANDSCAPE ARCHITECT 703 FORMAN AVENUE STRATFORD, ON N5A 0G2 PH 519-694-5470 danweagant@rogers.com
DRAWING	JC/FZ	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG	
CHECKED	SH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ	
APPROVED	SH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ	
DATE	03/05/2023	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ	
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ	
CAD	21-4556	7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ	

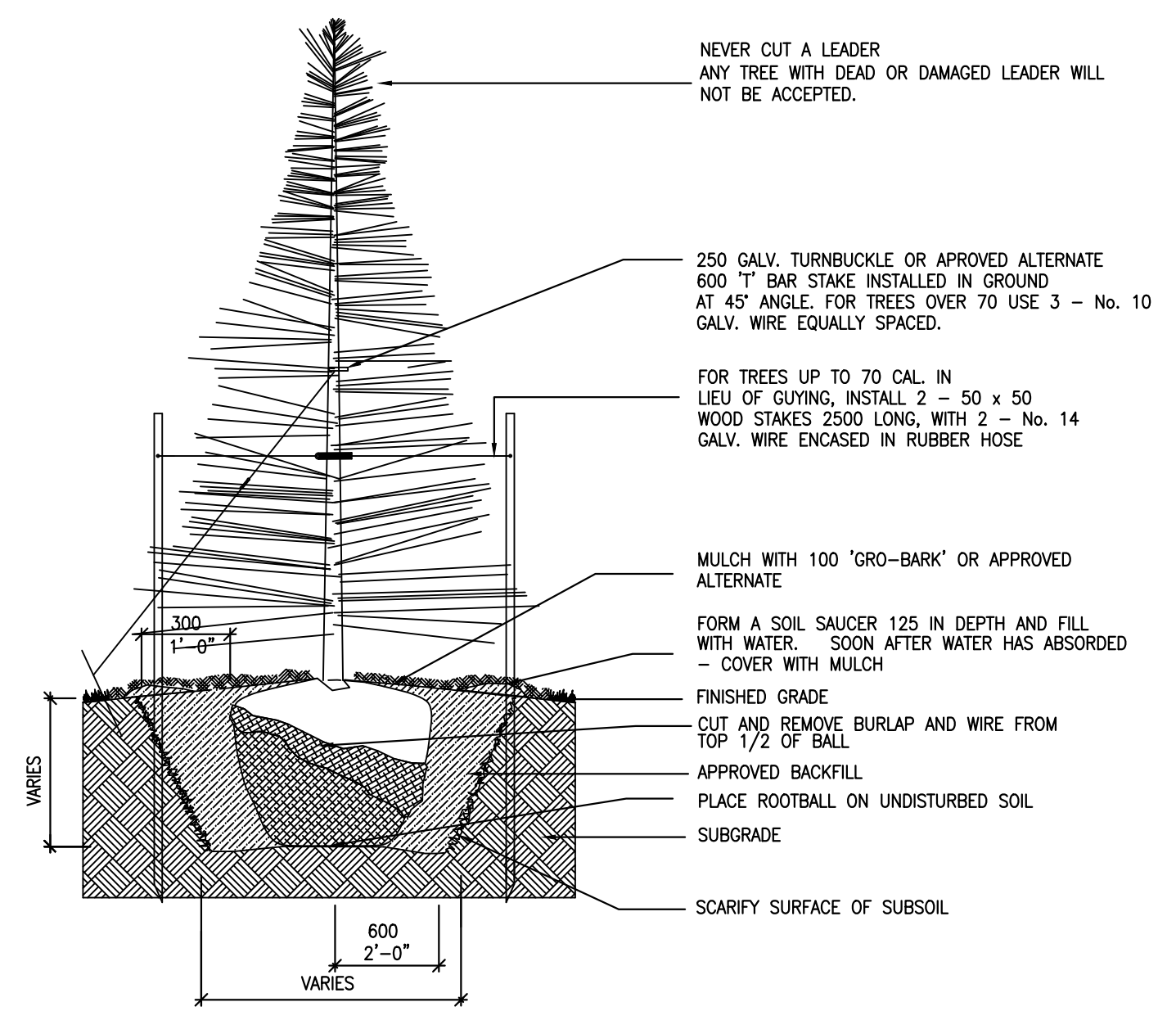


CLIENT
OXBOW DEVELOPMENTS LIMITED PARTNERSHIP
 1956 MALLARD ROAD,
 LONDON, ON, N6H 5M1
 P: 519.686.3075
 E: JEFF.FUNG@FOREVERHOMES.CA



TITLE
LANDSCAPE PLAN & PLANT LIST
RESIDENTIAL CONDO DEVELOPMENT
 10092 OXBOW DRIVE
 KOMOKA, ON.

PROJECT No.
SBM-21-4556
SHEET No.
L2
PLAN FILE No.
 -



NEVER CUT A LEADER
ANY TREE WITH DEAD OR DAMAGED LEADER WILL NOT BE ACCEPTED.

250 GALV. TURNBUCKLE OR APPROVED ALTERNATE 600 T BAR STAKE INSTALLED IN GROUND AT 45° ANGLE. FOR TREES OVER 70 USE 3 - No. 10 GALV. WIRE EQUALLY SPACED.

FOR TREES UP TO 70 CAL. IN LIEU OF GUYING, INSTALL 2 - 50 x 50 WOOD STAKES 2500 LONG, WITH 2 - No. 14 GALV. WIRE ENCASED IN RUBBER HOSE

MULCH WITH 100 'GRO-BARK' OR APPROVED ALTERNATE

FORM A SOIL SAUCER 125 IN DEPTH AND FILL WITH WATER. SOON AFTER WATER HAS ABSORBED - COVER WITH MULCH

FINISHED GRADE

CUT AND REMOVE BURLAP AND WIRE FROM TOP 1/2 OF BALL

APPROVED BACKFILL

PLACE ROOTBALL ON UNDISTURBED SOIL

SUBGRADE

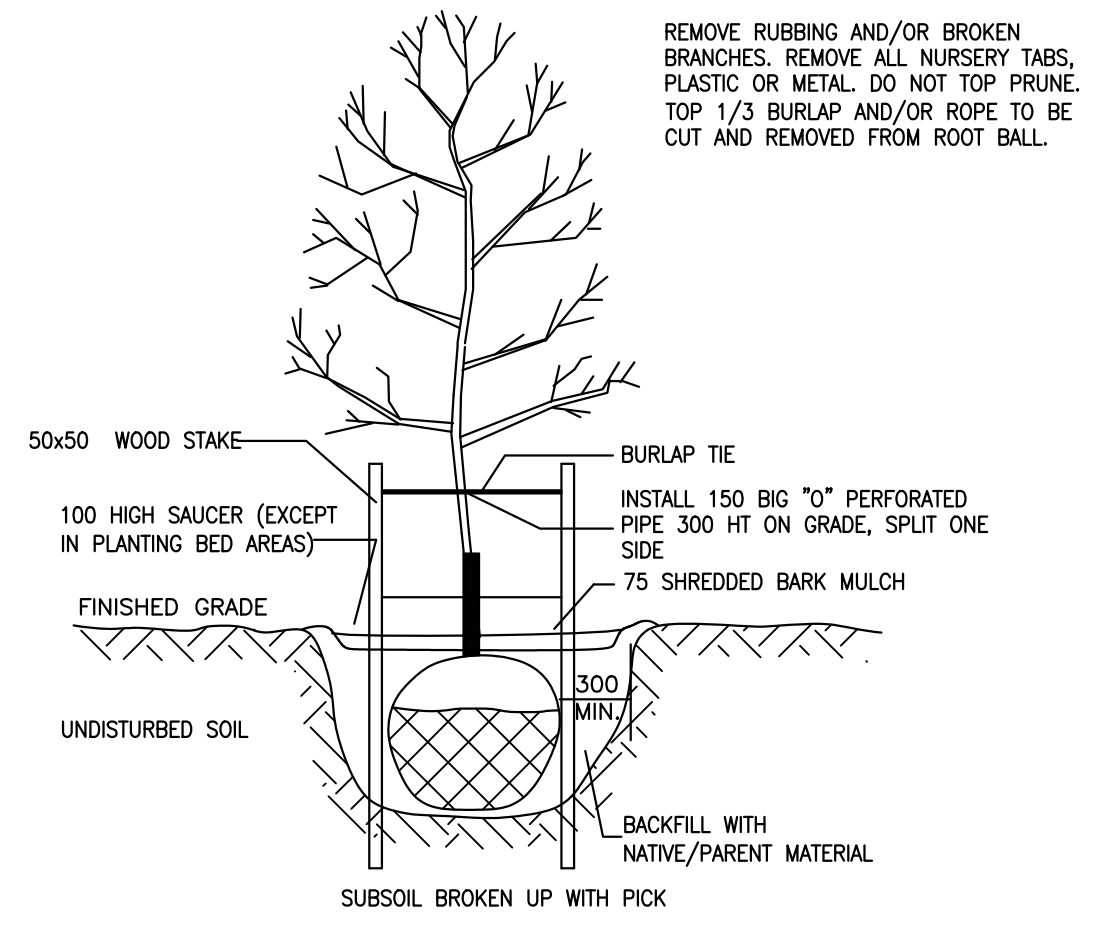
SCARIFY SURFACE OF SUBSOIL

- NOTES:
- DO NOT ALLOW AIR POCKETS WHEN BACKFILLING
 - DO NOT DAMAGE MAIN ROOTS WHEN INSTALLING STAKES.
 - POSITION CROWN OF ROOT BALL 50 ABOVE FINISHED GRADE TO ALLOW FOR SETTLING.
 - ALL DIMENSIONS SHOWN IN MILLIMETERS.
 - TREES UNDER 70 CALIPER REQUIRE TWO STAKES. TREES 70 CALIPER AND OVER REQUIRE THREE STAKES.
 - TREES 2000 IN HEIGHT AND LESS REQUIRE ONE STAKE.
 - NO TREE PITS SHALL BE LEFT OPEN OVERNIGHT.
 - THE ABOVE DOES NOT REPRESENT ANY PARTICULAR SPECIES.
 - TREE SHALL BEAR SAME RELATION TO GRADE AS IT BORE TO ITS PREVIOUSLY EXISTING GRADE. PLANT TREE 50-100 ABOVE DESIRED GRADE TO ALLOW FOR SOME SETTLING.

BALLED AND BURLAPPED CONIFEROUS TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

- SITE LAYOUT IN ACCORDANCE WITH SITE PLAN BY ORCHARD DESIGN STUDIO INC.
- LANDSCAPE PLAN SHOULD BE READ IN CONJUNCTION WITH CURRENT SITE SERVICING AND SITE GRADING PLANS.
- LAYOUT OF ALL PLANT MATERIAL IS TO BE APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR IS RESPONSIBLE FOR UTILITY AND SERVICING LOCATES. ANY DAMAGE TO UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR FOR REPAIR, TO THE SATISFACTION OF THE APPLICABLE UTILITY / AGENCY.
- CONTRACTOR IS REQUIRED TO CONFIRM ANY DISCREPANCIES, WITH RESPECT TO QUANTITIES OR LOCATION OF PLANT MATERIAL OR OTHER ELEMENTS INDICATED ON THE PLAN. DO NOT PROCEED IN UNCERTAINTY. OBTAIN DIRECTION AS REQUIRED FROM LANDSCAPE ARCHITECT.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO SELECT / APPROVE PLANT MATERIALS AT SOURCE, WITHOUT LIMITING THE RIGHT TO REFUSE PLANT MATERIAL AT A FUTURE DATE WHERE THERE ARE CLEAR VIOLATIONS OF SPECIFIED CHARACTERISTICS.
- CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT UPON COMPLETION OF INSTALLATION FOR THE PURPOSES OF PREPARING A CERTIFICATION OF COMPLETION.
- CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATIONS UNTIL ACCEPTED BY THE OWNER.
- SUBSTITUTION OF ANY PLANT MATERIAL IS SUBJECT TO WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
- TREE PITS SHALL BE EXCAVATED TO A MINIMUM OF 750mm WIDER THAN THE ROOT BALL OF THE TREE BEING INSTALLED. TREES SHALL BE PLANTED SO THAT THE TOP OF THE ROOT BALL IS 100 - 150mm ABOVE THE ELEVATION OF THE TOP OF THE SURROUNDING CURB.
- SHRUBS AND ORNAMENTAL GRASSES SHALL BE PLANTED IN A MINIMUM 450mm DEPTH OF TOPSOIL / PLANTING MEDIUM.
- REMOVE WIRE BASKETS PRIOR TO INSTALLATION AND REMOVE FROM SITE. BURLAP IS TO BE CUT AWAY FROM THE STEM AND ROOT BALL TO A DEPTH OF 300mm FROM THE FINISHED PLANTING SURFACE.
- REMOVE GUY WIRES, STAKES AND OTHER STABILIZING MATERIALS FROM TREES UPON ACCEPTANCE BY THE OWNER OR UPON COMPLETION OF THE WARRANTY PERIOD, WHICHEVER IS LATER.
- ENSURE COMPLETED PLANTING SOIL SURFACE IS MOUNDING TO PROVIDE POSITIVE DRAINAGE TO ADJACENT TOP OF CURB ENCLOSURE.
- ALL TOPSOIL FOR PLANTING SHALL BE COMPRISED OF CLAY / SANDY LOAM WITH A 4 TO 12% ORGANIC MATTER, CAPABLE OF SUSTAINING APPROPRIATE GROWTH OF THE PLANTS. THE SOIL SHALL BE FREE OF CONTAMINANTS, ROOTS AND STONES LARGER THAN 25mm IN DIAMETER. REQUIRED PH FOR THIS INSTALLATION IS BETWEEN 6.0 AND 7.0. THE LANDSCAPE ARCHITECT / OWNER RESERVES THE RIGHT TO INSPECT AND ACCEPT / REJECT TOPSOIL PRIOR TO APPLICATION.
- MULCH SHALL BE PLACED AT A MINIMUM DEPTH OF 75mm THROUGHOUT THE PLANTING AREA. MULCH IS TO BE COMPOSED OF AGED CEDAR MULCH OR AN ALLOWABLE SUBSTITUTION UPON ACCEPTANCE BY THE LANDSCAPE ARCHITECT.



REMOVE RUBBING AND/OR BROKEN BRANCHES. REMOVE ALL NURSERY TABS, PLASTIC OR METAL. DO NOT TOP PRUNE. TOP 1/3 BURLAP AND/OR ROPE TO BE CUT AND REMOVED FROM ROOT BALL.

50x50 WOOD STAKE

100 HIGH SAUCER (EXCEPT IN PLANTING BED AREAS)

FINISHED GRADE

UNDISTURBED SOIL

BURLAP TIE

INSTALL 150 BIG "O" PERFORATED PIPE 300 HT ON GRADE, SPLIT ONE SIDE

75 SHREDDED BARK MULCH

300 MIN.

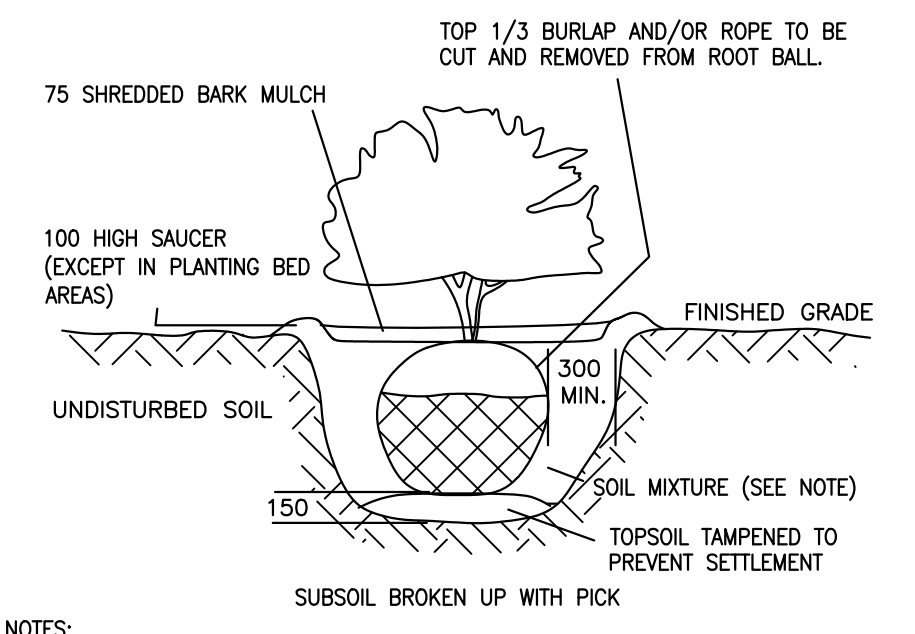
BACKFILL WITH NATIVE/PARENT MATERIAL

SUBSOIL BROKEN UP WITH PICK

- NOTES:
- TREE SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT DID TO PREVIOUS EX. GRADE
 - BACKFILL TREE-PIT WITH NATIVE BACKFILL OR PARENT MATERIAL
 - SAUCER SHOULD BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING
 - ALL DIMENSIONS ARE IN MILLIMETERS.
 - ON STRING BALLS, ONLY HEMP ROPE IS TO BE USED.

BALLED AND BURLAPPED DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

THIN BRANCHES AND FOLIAGE BY 1/3, RETAINING NORMAL SHRUB FRAMEWORK AND SHAPE. PAINT ALL CUTS OVER 12 WITH APPROVED TREE PAINT. REMOVE RUBBING AND/OR BROKEN BRANCHES. REMOVE ALL NURSERY TABS, PLASTIC OR METAL. DO NOT TOP PRUNE. SHRUBS SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO EXIST. GRADE.



TOP 1/3 BURLAP AND/OR ROPE TO BE CUT AND REMOVED FROM ROOT BALL.

75 SHREDDED BARK MULCH

100 HIGH SAUCER (EXCEPT IN PLANTING BED AREAS)

UNDISTURBED SOIL

FINISHED GRADE

300 MIN.

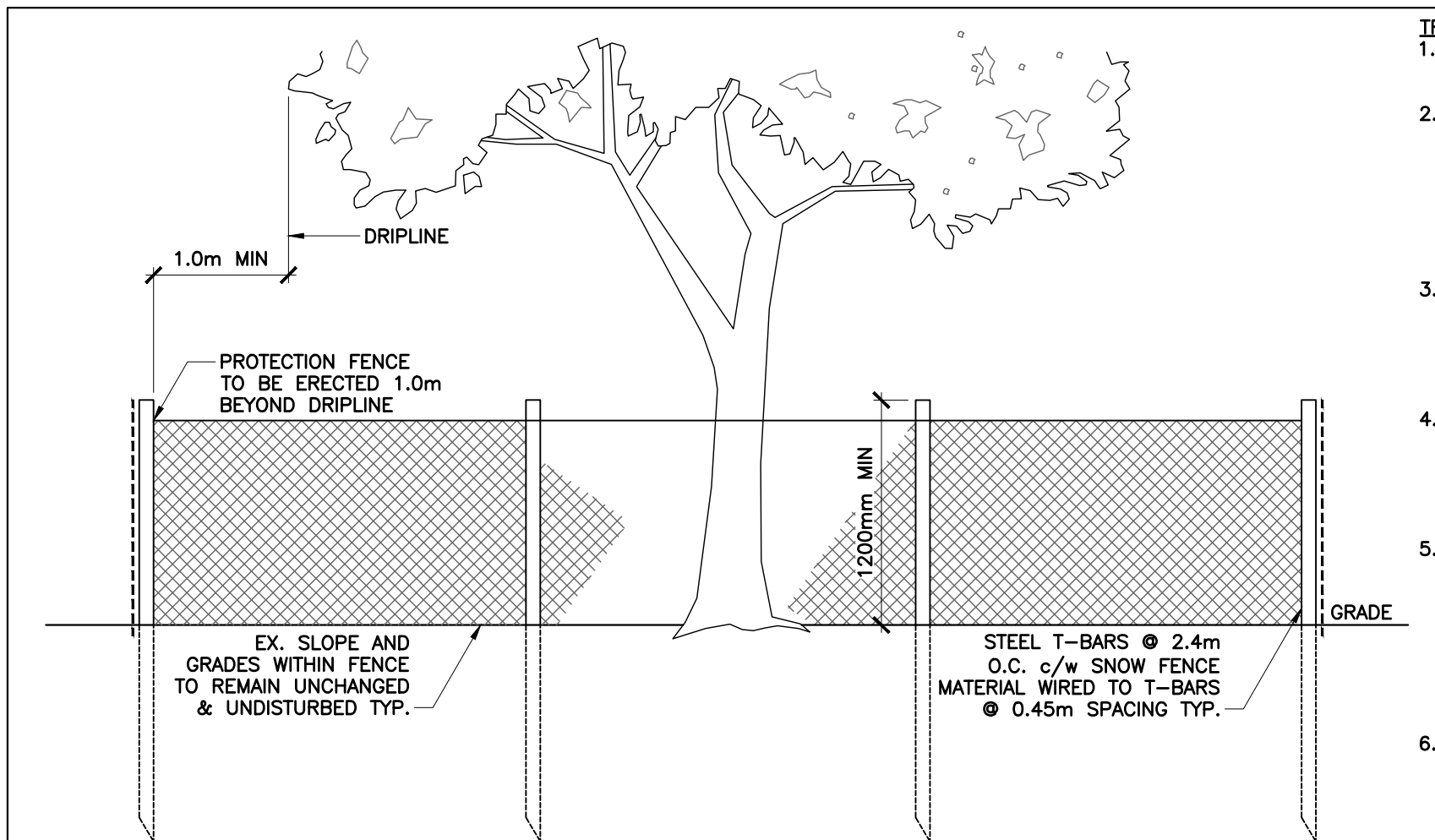
SOIL MIXTURE (SEE NOTE)

TOPSOIL TAMPENED TO PREVENT SETTLEMENT

SUBSOIL BROKEN UP WITH PICK

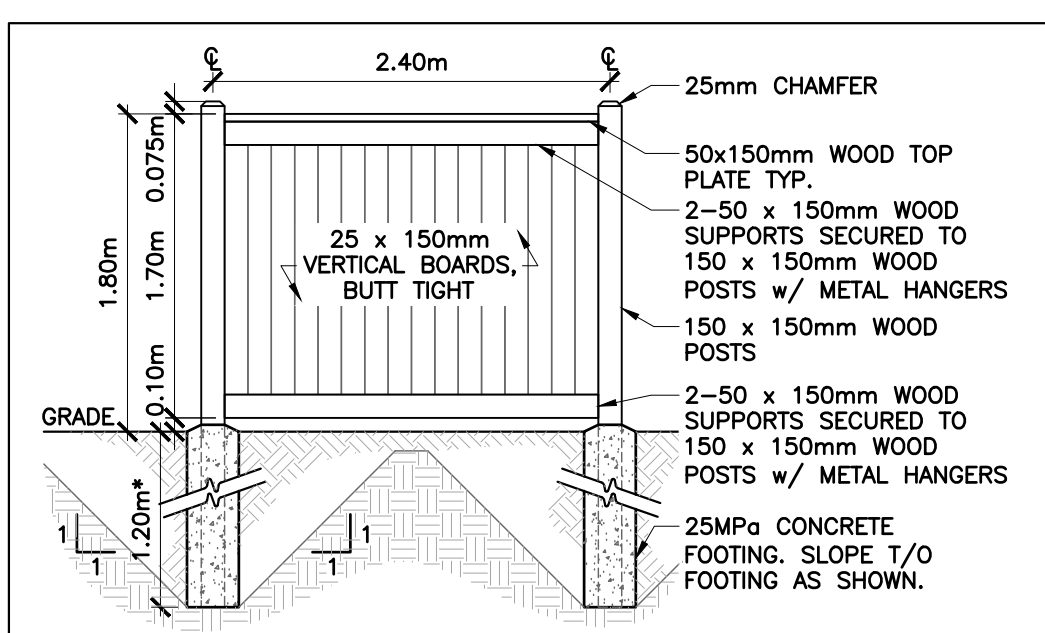
- NOTES:
- SOAK ROOT BALL PRIOR TO MOVING.
 - SOIL MIXTURE-TWO PARTS TOPSOIL, ONE PART COMPOST, ONE PART SHREDDED PEAT, AND APPLICATION OF HIGH PHOSPHOROUS FERTILIZER (0-20-0)
 - SAUCER SHOULD BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING
 - ALL DIMENSIONS ARE IN MILLIMETERS.

BALLED AND BURLAPPED SHRUB PLANTING DETAIL
NOT TO SCALE



- NOTES:
- ANY EXPOSED ROOTS ARE TO BE HAND PRUNED USING PROPER ARBORICULTURE PRACTICES.
 - UNDER NO CIRCUMSTANCES SHALL ANY CONSTRUCTION MATERIALS OR EQUIPMENT BE PLACED WITHIN THE TREE PROTECTION HOARDING.
 - ALL TREE PROTECTION TO BE ERECTED PRIOR TO ANY CONSTRUCTION ACTIVITY AND IS TO REMAIN IN PLACE UNTIL ALL CONSTRUCTION HAS BEEN COMPLETED.

LIGHT DUTY TREE PROTECTION FENCE DETAIL
N.T.S.



- NOTES:
- ALL WOOD (BOARDS, POSTS, ETC.) SHALL BE PRESSURE TREATED, FREE FROM CRACKS, WARPS AND SPLITS.
 - ALL FASTENERS (INCLUDING HANGERS) TO BE HOT DIPPED GALVANIZED.
 - FROST DEPTH PER GEOTECHNICAL REPORT OR ELSE BY OPSD 3090.101 OR OPSD 3090.100.

TYP. BOARD FENCE DETAIL
N.T.S.

S:\2021\John\SBM-21-4556\Drawings\SBM-21-4556.dwg - 10/27/22 Oxbow Drive, Komoka, ON N6H 5M1 - Notes\StandardDetails.dwg

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	D/M/Y	BY	CONSULTANT	LA'S STAMP	LA'S STAMP	CLIENT	SCALE	TITLE	PROJECT No.
DESIGN	DW	1	ISSUED FOR CLIENT REVIEW/APPROVAL	10/06/22	BG	DAN WEAGANT, OALA, CSLA, LANDSCAPE ARCHITECT 703 FORMAN AVENUE STRATFORD, ON N5A 0G2 PH 519-694-5470 danweagant@rogers.com			OXBOW DEVELOPMENTS LIMITED PARTNERSHIP 1956 MALLARD ROAD, LONDON, ON, N6H 5M1 P: 519.686.3075 E: JEFF.FUNG@FOREVERHOMES.CA	N/A	NOTES AND STANDARD DETAILS RESIDENTIAL CONDO DEVELOPMENT 10072 OXBOW DRIVE KOMOKA, ON.	SBM-21-4556
DRAWN	JC	2	ISSUED FOR SPA SUBMISSION 1	22/06/22	BG							SHEET No.
CHECKED	BH	3	ISSUED FOR SPA SUBMISSION 2	08/11/22	FZ							L3
APPROVED	BH	4	ISSUED FOR SPA SUBMISSION 3	02/02/23	FZ							PLAN FILE No.
DATE	08/06/2022	5	ISSUED FOR SPA SUBMISSION 4	05/04/23	FZ							
		6	ISSUED FOR SPA SUBMISSION 5	03/05/23	FZ							
		7	ISSUED FOR SPA SUBMISSION 6	15/05/23	FZ							

SCHEDULE "F"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTENTIONALLY DELETED

SCHEDULE "G"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ENCUMBRANCES

PART 1 ENCUMBRANCES NOT REQUIRING POSTPONEMENT

The following continue to apply to the Land and are not to be removed from title to the Land nor postponed to this Agreement:

1. ER1453824 Transfer Easement registered April 14, 2022 between OMNI HEALTHCARE (CT) GPCO LTD. and OMNI HEALTH CARE LTD. with OMNI HEALTHCARE (CT) GPCO LTD..

PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

1. ER1454628 Partnership Charge registered April 19, 2022 between OXBOW GP INC. and OXBOW DEVELOPMENTS LIMITED PARTNERSHIP with VERSABANK.

SCHEDULE "H"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SOLICITOR'S OPINION

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re:

being all of

hereinafter the "**Land**"

Re: Agreement between Oxbow Developments Limited Partnership and the Municipality of Middlesex Centre dated the _____ day of August 2023 pertaining to the Land (the "**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:

Vacant Land Condominium Agreement Registration

As at the date of signing of the Agreement and as of the date of registration of the Agreement against the Land, Oxbow Developments Limited Partnership is the owner in fee simple of the Land free and clear of all liens and encumbrances save and except for the Encumbrances in Part 1 of Schedule "G" of the Agreement.

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

Easements transferred to the Municipality

A good and valid _____ Easement over Part of Lot XX Concession XX geographic township of Lobo now in the Municipality of Middlesex Centre XXXXXXXX, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 202_ 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 XXXXXXXX in the Municipality of Middlesex Centre being XXXXXX, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ___ day of _____, 202_ 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 ●, 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 ●, 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 Agreement registered as ER _____.

Copy of receipted Easement registered as ER _____.

Copy of receipted Easement registered as ER _____.

Copy of Transfer of Blocks ● through ●, inclusive, registered as ER _____.

SCHEDULE "I"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SOLICITOR'S OPINION

FOR UTILITIES' EASEMENTS

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Agreement (the "**Agreement**") between Oxbow Developments Limited Partnership and the Municipality of Middlesex Centre dated the ___ day of August 2023 pertaining to Middlesex Vacant Land Condominium No.

Easements transferred to a Utility

A good and valid _____ Easement over part of Lot 4 Concession 1 geographic township of Lobo now in the Municipality of Middlesex Centre being XXXXXXXXXXXXX, 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.

SCHEDULE "J"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTENTIONALLY DELETED

SCHEDULE "K"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

UNDERTAKING BY DEVELOPER'S ENGINEERS

TO: Municipality of Middlesex Centre
10227 Ilderton Road
Ilderton, Ontario N0M 2A0

Attn: Director of Public Works and Engineering Department

FROM: Strik, Baldinelli, Moniz Ltd. Ltd.
1599 Adelaide St N Unit 301,
London, Ontario, N5X 4E8

Consulting Engineers to Oxbow Developments Limited Partnership

Re: This Agreement between Oxbow Developments Limited Partnership and the Municipality of Middlesex Centre and dated the ____ day of August 2023 (hereinafter referred to as the "Agreement").

The undersigned hereby represents and warrants that the undersigned is a member in good standing of Professional Engineers Ontario and that the undersigned has been retained by Oxbow Developments Limited Partnership in connection with this Agreement and all works

required thereby. As required by this Agreement the undersigned hereby undertakes to the Municipality of Middlesex Centre and to its above-mentioned consulting engineers as follows:

- To design the Site Development Works in accordance with the current guidelines and standards prescribed by the Municipality;
- To prepare tenders for the construction of the Site Development Works for any Site Development Works subject to cost sharing with the Municipality;
- To assist the Developer to obtain all necessary approvals in connection therewith;
- To provide full-time on-site inspection and contract administration of all construction of any Site Development Works to be assumed by the Municipality or any external works within the municipal right-of-way;
- To provide full-time on-site inspection and contract administration of all construction of private underground municipal services/plumbing (water, sanitary and storm) within the common elements and part-time inspection and contract administration for the construction of all other Site Development Works;
- To prepare and furnish as-built drawings in connection with the construction of such Site Development Works to the Condominium Board with a copy to the Municipality, and
- To prepare and furnish "Record" drawings of the Site Development Works to be assumed by the Municipality and any external works completed within the municipal right-of-way.

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

In connection with the Servicing Plans attached to this Agreement, Strik Baldinelli Moniz Ltd. hereby acknowledges and agrees that:

- That the Servicing Plans have been and may continue to be relied upon by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Upper Thames River Conservation Authority, His Majesty the King in right of the Province of Ontario as represented by the Ministry of Environment, Conservation and Parks, and the condominium board in the normal course of their duties in connection with the approvals and permitting processes for the Vacant Land Condominium Agreement; and

- That the Servicing Plans may be relied upon by any person who deals with the Land after the Agreement has been registered on the title to the Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality to indicate what was constructed at that time.

DATED this _____ day of _____, 2023.

SCHEDULE "L"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

HOMEOWNERS' PACKAGE FORMAT

INTENTIONALLY DELETED.

SCHEDULE "M"

to

THIS DEVELOPMENT AGREEMENT made this ____ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Letter of Credit No.

To: Municipality of Middlesex Centre

Pursuant to the request of our customer, 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 this Agreement between our customer / client and you dated the ____ day of August 2023 and registered as instrument no. _____, as amended from time to time.

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

This Letter of Credit will continue up to and including the ___ day of August 2023 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 _____, 2023.

SCHEDULE "N"

to

THIS DEVELOPMENT AGREEMENT made this ____ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTERIM CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the following services (hereinafter referred to as the "**Completed Services**") were constructed and installed in substantial conformance with the approved plans and specifications and in accordance with this Agreement (hereinafter referred to as the "**Agreement**") dated the _____ day of August 2023 and registered as No. _____ on the ____ day of _____, 2023:

- (1) the underground services as defined in the Agreement, have been completed;
- (2) all utilities as required by section 31 of the Agreement have been completed;
- (3) all street signs and regulatory signage as required by the Agreement have been completed;
- (4) all streetlights as required by the Agreement have been completed and are fully operational; and
- (5) a full depth granular B road base suitable for emergency vehicle access on all roads as part of the Site Development Works, as defined in the 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 Site Development 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 _____, 2023.

Professional Engineer

SCHEDULE "O"

to

THIS DEVELOPMENT AGREEMENT made this ____ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that all services to be constructed and installed as required by the Vacant Land Condominium Agreement dated the ____ day of February, 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) installed 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.

Professional Engineer

SCHEDULE "P"

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation
incorporated under the laws of the Province of Ontario having its
registered office in the City of London, Province of Ontario
(hereinafter referred to as the "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ASSET INVENTORY

INTENTIONALLY DELETED.

SCHEDULE “Q”

to

THIS DEVELOPMENT AGREEMENT made this ___ day of August 2023.

B E T W E E N:

OXBOW DEVELOPMENTS LIMITED PARTNERSHIP, a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London, Province of Ontario (hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

NOTICE TO THE Ministry of Environment, Conservation and Parks

Delivered by Email (insert email)

insert date

Director
Ministry of Environment Conservation and Parks
40 St. Clair Avenue West, 2nd Floor
Toronto, ON M4V 1L5

**Re: Municipality of Middlesex Centre – Condominium Development
Oxbow Developments Limited Partnership**

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

- i. *date of registration of Declaration and brief description of the VLC*
- ii. All of the water pipes providing drinking water to the Oxbow Developments Limited Partnership condominium development fall under the definition of “*plumbing*” for the purposes of the *Building Code Act*.

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

to the non-municipal year round residential drinking water system we ask that you contact the undersigned.

Yours truly,