

**THIS FIRST AMENDING AGREEMENT TO THE SUBDIVISION AGREEMENT** made this \_\_\_\_ day of April 2024.

B E T W E E N:

**SOUTH WINDS DEVELOPMENT CO. INC.** a corporation  
incorporated under the laws of the Province of Ontario having its  
registered office in the Municipality of Middlesex Centre  
and the County of Middlesex  
(hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS** the Parties have entered into a Subdivision Agreement dated the 18<sup>th</sup> day of October 2017 and registered in the Land Registry Office of the Land Titles Division of Middlesex (No. 33) on the 11<sup>th</sup> day of July 2018 as Instrument Number ER1180072 (the “**Phase 1 Subdivision Agreement**”), respecting the lands described in Schedule “A” of the Subdivision Agreement as the “**Phase 1 Lands**”;

**AND WHEREAS** the Phase 1 Subdivision Agreement is attached hereto to this First Amending Agreement as Schedule “A”;

**AND WHEREAS** the Parties have confirmed that the eight (8) lots identified on the attached draft plan of survey attached to this First Amending Agreement as Schedule “B” for the development of the eight single detached dwellings and defined as the “8 Phase 1B Lots” are subject to the terms and conditions of the Phase 1 Subdivision Agreement as amended by this First Amending Agreement;

**AND WHEREAS** the Parties acknowledge and agree that no part of this First Amending Agreement is intended to amend or alter the terms and conditions of the Phase 1 Subdivision Agreement as it applies to the Phase 1 Lands;

**NOW THEREFORE WITNESSETH** that in consideration of the terms, covenants, and provisions herein, the receipt and sufficiency of which is hereby acknowledged, the Municipality and Subdivider covenant and agree that the Phase 1 Subdivision Agreement be and the same is hereby amended as it relates to the Phase 1B Lands as follows:

**INCORPORATION OF RECITALS**

1. The above recitals are true and are hereby incorporated into this First Amending Agreement by reference. Except where otherwise specifically defined in this First Amending Agreement, all capitalized terms in this First Amending Agreement shall have the same meaning as the corresponding definitions in the Phase 1 Subdivision Agreement.

**REGISTRATION OF AGREEMENT**

2. Pursuant to Section 51(26) of the *Planning Act*, the Subdivider consents to and will register this First Amending Agreement against the title to the Phase 1B Lands as defined in this First Amending Agreement, with the intent and purpose that this First Amending Agreement, the Phase 1 Subdivision Agreement, and all of the Subdivider's covenants in those agreements shall run with the Phase 1B Lands as defined in this First Amending Agreement. Such registration shall occur in a timely basis and within a period of fourteen (14) calendar days from the execution of this First Amending Agreement.

**DEFINITIONS**

3. The Definitions section of the Phase 1 Subdivision Agreement shall include the following new definitions at the end of the section:

1.12 **"Phase 1B Lands"** shall mean the lands legally described as Part of Lot 7 Concession 1 Lobo designated as Part 7 33R-19930; Subject to an easement in gross as in ER1221913; Municipality of Middlesex Centre being all of PIN 08502-1259 (LT);

- 1.13 **“Phase 1B Plan”** shall mean the draft plan of survey prepared by Callon – Dietz dated April 18, 2023, being the “8 Phase 1 Lots” which is attached as Schedule “B” to this First Amending Agreement;

#### **REGISTRATION OF PLAN**

4. As soon as practicable after the Municipality’s recommendation of the approval of the Phase 1B Plan, but not later than thirty (30) days after the final approval of the Phase 1B Plan by the County, the Subdivider will cause the Phase 1B Plan to be registered in the Land Office.

#### **INTERIM CERTIFICATE OF PROVISIONAL ACCEPTANCE**

5. Section 44 of the Phase 1 Subdivision Agreement shall include the following new paragraph after the words at the end of the last paragraph “... the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance with Respect to the Phase 1 Works.”

“The Municipality shall issue an Interim Certificate of Provisional Acceptance for the 8 Phase 1B Lots upon the Subdivider and the Subdivider’s Engineers providing written confirmation that they have reviewed the Middlesex Centre Drinking Water Works Permit and Municipal Drinking Water Licence.”

6. The Municipality confirms that once the Interim Certificate of Provisional Acceptance has been issued, building permits will be available for the 8 Phase 1 Lots. The Municipality further confirms that the Interim Completion Certificate submitted by the Subdivider’s Engineers in 2019 applies to the existing servicing installed in the right-of-way serving the 8 Phase 1B Lots and that it will not require a new Interim Completion Certificate for the Phase 1 Works as a result of the Interim Certificate of Provisional Acceptance for the 8 Phase 1B Lots.

#### **LIST OF SCHEDULES**

7. The List of Schedules at page 27 of the Phase 1 Subdivision Agreement shall include a new Schedule “B1” between Schedule “B” – The Survey Plan of the Phase I Plan of Subdivision and Schedule “C” – Encumbrances:

Schedule B1 – The Draft Survey Plan of the 8 Phase 1 Lots

#### **NEW SCHEDULE “B1”**

8. Schedule “B” to the Phase 1 Subdivision Agreement shall include the Phase 1B Plan and is attached to this First Amending Agreement as Schedule “B”.

**SCHEDULE “F” PHASE 1 WORKS**

9. Schedule “F” of the Phase 1 Subdivision Agreement shall include the following new section 2.46 after section 2.45:

2.21	Title of Plan or Drawing:	Proposed Grading Plan
	For Whom Prepared:	Edgewater Estates Phase 1B, Kilworth, Ontario
	Author of Plan or Drawing;	WSP
	Sealed by:	J.A. Taylor
	Author’s Project No.:	211-01620-00
	Drawing or Sheet Number:	
	Date of Plan or Drawing:	February 2024
	Date of Last Revision:	February 20, 2024
	Legal Description;	Part of Lot 7, Concession 1, Lobo, designated as Part 7, 33R-19930; Subject to an easement in gross as in ER1221913: Municipality of Middlesex Centre, being all of PIN 08502-1259(LT)
	County Planning File No.:	39T-MC0902

**SCHEDULE “H” DESIGN DRAWINGS / PLANS**

10. Schedule “H”, Design Drawings / Plans of the Phase 1 Subdivision Agreement shall include the Proposed Grading Plan as it pertains to the Phase 1B Lands following photo reduced copies of the plans and drawings attached as Schedule “C” to this First Amending Agreement to be registered, the parties agree that any such photo reduced copies required to be removed by the Land Registrar may be removed from the registered copy of the Phase 1 Subdivision Agreement and this First Amending Agreement.

**PHASE 1B LANDS**

11. The Phase 1 Subdivision Agreement shall include the following new section 86:

86 The Subdivider acknowledges and agrees that all of the terms and conditions of the Subdivision Agreement shall apply to the Phase 1B Lands.

**APPLICATION OF SUBDIVISION AGREEMENT**

12. All other terms, covenants, provisions, and conditions of the Phase 1 Subdivision Agreement shall remain in full force and effect and this First Amending Agreement shall amend the Phase 1 Subdivision Agreement only insofar as any term, covenant and provision is specifically amended.



**SEVERABILITY**

87 If any provision of this First Amending 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 First Amending Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

**NUMBER AND GENDER**

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

**INTERPRETATION**

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

**BINDING**

90 The covenants, agreements, conditions and undertaking herein on the part of the Subdivider shall run with the land, including the Phase 1B Land, and shall be binding upon the Subdivider and upon its successors and assigns, as owners and occupiers of the Phase 1B Land, from time to time; and this First Amending Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns.

*One signature page to follow.*

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

**SOUTH WINDS DEVELOPMENT CO. INC.**

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

Name:

Title: President

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

Name: STACEY E. GRAHAM

Title: CEO

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

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

Aina DeViet, Mayor

Approved and authorized by By-law  
No. \_\_\_\_\_ enacted the \_\_\_\_ day of  
April, 2024.

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

James Hutson, Clerk

*We have the authority to bind the Municipality.*

**SCHEDULE "A"**

to

**THIS FIRST AMENDING AGREEMENT TO THE SUBDIVISION AGREEMENT** made this \_\_\_\_ day of April 2024.

**B E T W E E N:**

**SOUTH WINDS DEVELOPMENT CO. INC.** a corporation  
incorporated under the laws of the Province of Ontario having its  
registered office in the Municipality of Middlesex Centre  
and the County of Middlesex  
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**SUBDIVISION AGREEMENT**

Instrument Number ER1180072 being the "**Phase 1 Subdivision Agreement**" is set out on the following pages.

THIS SUBDIVISION AGREEMENT made this 18<sup>th</sup> day of October, 2017.

B E T W E E N:

**SOUTH WINDS DEVELOPMENT CO. INC.**, a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the “**Subdivider**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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(Not part of the Agreement)

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THIS SUBDIVISION AGREEMENT made this 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.** a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS:**

- (a) The Subdivider is the owner of the land described in Schedule "A", (hereinafter referred to as the "**Phase I Land**");
- (b) The Subdivider wishes to subdivide the Phase I Land by means of a registered plan of subdivision and has made application to The Corporation of the County of Middlesex (hereinafter referred to as the "**County**") therefor and has obtained draft plan approval for plan of subdivision from the County under the County's File No. 39T-MC0902 and to do so in phases;
- (c) The Subdivider wishes to develop the first phase by subdividing the Phase I Land into one hundred and five (105) single-detached residential lots, two blocks for future subdivision development as single-detached residential lots and a stormwater management block and to develop the Phase I Land by means of a registered plan of subdivision in the form of the Phase I Plan as hereinafter defined and more particularly described; and the Municipality, as a condition of its recommendation to the County that final approval be given to the Plan has required that this Agreement be entered into;
- (d) The Municipality is prepared to enter into this Agreement with respect to the development of the Phase I Land on the basis of the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the recommendation by the Municipality to the County that final approval be given to the Phase I Plan and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Subdivider hereby covenants and agrees with the Municipality as follows:

**DEFINITIONS**

1. For the purposes of this Agreement the capitalized terms not otherwise defined herein shall have the meanings ascribed below:
  - 1.1 The "**Construction Access Road Land**" shall mean that part of Lot 7, Concession 1 as illustrated on sketch attached hereto as Schedule "N".
  - 1.2 The "**Municipal Engineer**" means the Municipality's Director of Public Works and Engineering and shall include his in house or consulting engineer designate;
  - 1.3 A "**Phase**" means a separate registered plan of subdivision approved by the County for the draft plan of subdivision approval given under the County's File No. 39T-MC0902;

- 1.4 The "**Phase I Plan**" shall mean the draft plan of proposed subdivision prepared by MHBC Planning Urban Design & Landscape Architecture dated July 9, 2009, a photographic reduction of which is attached to this Agreement as Schedule "B";
- 1.5 The "**Phase I Works**" shall mean the servicing work required of the Subdivider by this Agreement referred to in paragraph 11 and more particularly described in Schedule "F" to this Agreement;
- 1.6 The "**Pumping Station Block**" means that part of Lot 7, Broken Front Concession, in the geographic Township of Lobo, now in the Municipality of Middlesex Centre in the County of Middlesex, designated as Part 22 on Plan 33R-19930, being part of PIN 08502-1017 which is identified as the location for the waste water pumping station portion of the Waste Water Conveyance Works in the course of the preliminary engineering studies and detailed engineering studies, including construction plans, profiles and specifications for the installation and construction of the Waste Water Conveyance Works by the Municipality.
- 1.7 The "**Public Recreational Trail**" means that part of Lots 7 and 8, Concession 1 and part of Lot 7 Broken Front Concession and part of the original road allowance between Concession 1 and the Broken Front Concession, geographic Township of Lobo, now in the Municipality of Middlesex Centre, County of Middlesex, designated as part of Part 1 on Plan 33R-5930, being part of PIN 08502-1017 and extending from Glendon Drive to the north westerly limit of Block 140 and includes the portion of land that is part of the future development as agreed to by the Parties.
- 1.8 "**Servicing Plans**" mean the plans, drawings, notes and details listed in paragraph 2 of Schedule "F" to this Agreement.
- 1.9 The "**Stormwater Management Block**" means that part of Lot 7, Concession 1 in the geographic Township of Lobo designated as Part 6 on reference plan of survey deposited as 33R-19930, now in the Municipality of Middlesex Centre in the County of Middlesex, being part of PIN 08502-1017.
- 1.10 The "**Subdivider's Engineers**" shall mean the person or persons who are licensed to engage in the practise of professional engineering pursuant to the *Professional Engineers Act* and who has been appointed by the Subdivider for the purposes of this Agreement as required by paragraph 11 of this Agreement;
- 1.11 The "**Waste Water Conveyance Works**" shall mean the following works being undertaken by the Municipality:

A waste water forcemain(s) to be constructed from the waste water pumping station to and then generally along the centreline of the easement in favour of the Municipality over parts of Lots 5 and 6 Concession 1, parts of Lots 5 and 6 Broken Front Concession, and part of the Road Allowance between Broken Front Concession and Concession 1 Closed by By-law 680445, all in the geographic Township of Lobo, designated as Part 1 on Reference Plan 33R-16330, now in the Municipality of Middlesex Centre, County of Middlesex being part of PIN 08502-0793 (LT) and described in the easement registered on May 22, 2009 as instrument ER641829 to the Komoka waste water treatment plant located on part of Lot 5 Concession 1, geographic Township of Lobo, designated as Part 1 on Reference Plan 33R-12023, now in the Municipality of Middlesex Centre, County of Middlesex being PIN 08502-0792 (LT) and

A waste water pumping station on the Pumping Station Block



#### PHOTO REDUCED SCHEDULE ATTACHMENTS

2. This Agreement describes in detail a number of plans and drawings which form part of this Agreement. Photographic reductions of copies of the plans and drawings are reproduced in Schedules to this Agreement to facilitate registration of this Agreement on title to the Phase I Land. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar (hereinafter referred to as the "Land Registrar") for the Land Titles Division of Middlesex (No. 33) (hereinafter referred to as the "Land Office") requires the removal of some or all of such photographic reductions of plans and drawings in order for this Agreement to be registered, the parties agree that such any photographic reduced copies required to be removed by the Land Registrar may be removed from the registered copy of this Agreement.

#### FUTURE DEVELOPMENT INFORMATION ON SERVICING PLANS

3. The Parties acknowledge that a number of the Servicing Plans show lot fabric and servicing infrastructure details for future development contemplated to occur in two additional phases (hereinafter referred to as "Future Development") for a total of three phases beyond the Phase I Land and, in that connection,
  - 3.1 The Parties acknowledge that the lot fabric and infrastructure shown on the Servicing Plans for any Future Development represents a proposal by the Subdivider and have not been reviewed by the Municipality, nor have they received any necessary Development Approvals;
  - 3.2 The Parties acknowledge and agree that no part of the servicing infrastructure for Future Development shown on the Servicing Plans is to be constructed or installed as part of the Phase I Works except for
    - 3.2.1 The Construction Access Road and recreational trail required by paragraph 28;
    - 3.2.2 Construction of stormwater management infrastructure required as part of the Phase I Works on and in connection with the Stormwater Management Block, including storm sewers on Westbrook Drive, as shown on the Phase I Plan and the Stormwater Management Block;
    - 3.2.3 Construction and installation of underground and surface infrastructure required as part of the Phase I Works between Edgewater Boulevard and the Pumping Station Block and in the immediate vicinity thereof.
  - 3.3 The Parties acknowledge that, with respect to any Future Development, the Municipality is, as a municipality, and its officers and Council are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, re-zonings, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development (herein referred to as "Development Approvals");
  - 3.4 The Parties understand and agree that the execution of this Phase I Subdivision Agreement by the Municipality is not a pre-judgement, nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992* nor does it imply or include a commitment by the Municipality to allocate or provide water or wastewater conveyance or treatment capacity for any Future Development.

#### SUBDIVIDER'S TITLE

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

**REGISTRATION OF AGREEMENT**

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

**OTHERS WITH TITLE INTERESTS**

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

**POSTPONEMENT BY ENCUMBRANCERS**

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

**REGISTRATION OF PLAN**

8. As soon as practicable after the Municipality's recommendation of the approval of the Phase I Plan, but not later than thirty (30) days after the final approval of the Phase I Plan by the County, the Subdivider shall cause the Phase I Plan to be registered in the Land Office.

**CONVEYANCES**

9. The conveyance of real property to the Municipality as provided in paragraph 36 (park land) and paragraph 37 (dedications) and of easements as provided in paragraph 29 of this Agreement shall be made to the Municipality forthwith after registration of this Agreement in the Land Office, free and clear of all liens and encumbrances with such postponements of interest as are necessary to provide a free and clear interest.

**LEGAL OPINIONS REQUIRED**

10. Not later than thirty (30) days after the final approval of the Phase I Plan by the County, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario, substantially in the form of Schedule "D" attached hereto that:
  - 10.1 At the date of signing of this Agreement and at the date of the registration of this Agreement in the Land Office upon title, the Subdivider is the owner in fee simple of the Phase I Land free of all liens and encumbrances, save and except for any interest in the Phase I Land of an owner, mortgagee, tenant, easement holder or other encumbrancer as described in Parts 1 and 2 of Schedule "C" attached to this Agreement;
  - 10.2 This Agreement has been registered in the Land Office against the Phase I Land in a first priority position, save and except for any interest in the Phase I Land described in Part 1 of Schedule "C" attached to this Agreement, and that Notice of Postponement of Interest for each of those interests described in Part 2 of Schedule "C" have been registered postponing such interest to provide priority in favour of the Municipality for this Agreement;
  - 10.3 The Phase I Plan is registered in the Land Office; and



- 10.4 The conveyance of real property to the Municipality as provided in paragraph 36 (park land) and paragraph 37 (dedications) and of easements as provided in paragraph 29 of this Agreement has been made to the Municipality in satisfaction of the provisions of this Agreement, free and clear of all liens and encumbrances and with such postponements of interest as are necessary to provide a free and clear interest.

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

#### **SUBDIVIDER'S ENGINEERS**

11. The Subdivider shall engage competent Engineers registered with the Professional Engineers Ontario for the works specified in Schedule "F" hereto (herein referred to as the "Phase I Works") to be undertaken by the Subdivider to the satisfaction of the Municipality:
- 11.1 To design the Phase I Works in accordance with the current guidelines and standards prescribed by the Municipality;
- 11.2 To prepare all necessary contracts therefor;
- 11.3 To obtain all necessary approvals in connection therewith;
- 11.4 To provide full-time supervision of all construction of the Phase I Works;
- 11.5 To maintain all records of construction of such Phase I Works; and
- 11.6 To prepare and furnish "As Constructed" drawings of the Phase I Works.

Such Engineers (hereinafter referred to as the "Subdivider's Engineers") shall provide to the Municipality evidence of Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) endorsed for the Phase I Works to the satisfaction of the Municipality. Such Engineers engaged by the Subdivider shall also file with the Municipality an undertaking, in substantially the form attached to this Agreement as Schedule "G", with respect to the work being done under their full-time supervision, which undertaking shall include a requirement that such Engineers advise the Municipal Engineer forthwith if such Engineers' instructions become different than as reflected in the undertaking.

#### **SUBMISSION FOR APPROVAL**

12. The Subdivider shall, as soon as practicable, submit for the approval of the Municipal Engineer, detailed engineering plans for, specifications for, contracts in respect of and an estimate of the scheduling and of the cost of the Phase I Works, with the Subdivider's Engineer's professional stamp affixed thereto.

#### **GENERAL GRADING PLAN**

13. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts and scheduling and cost estimates, as aforementioned, a general grading plan (hereinafter referred to as the "General Grading Plan") showing the following information:
- 13.1 The existing and final elevations of the Phase I Land, which elevations shall be determined by reference to a geodetic bench mark;
- 13.2 The final grades of all roads on and in the vicinity of the Phase I Plan as shown on the General Servicing Plan attached hereto as Schedule "I"; and
- 13.3 The stormwater management plan and facilities, including all land designated for drainage works.

#### **CONSTRUCTION WORK PLAN**

14. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a Construction Work Plan (hereinafter referred to as the "Construction Work Plan") with the following:

- 14.1 A map showing the haul road or road for construction traffic required by paragraph 28 and the location of signage identifying the construction haul road and signage prohibiting construction traffic on any other route;
- 14.2 A map showing the location of the subdivision sign required by paragraph 22;
- 14.3 Confirmation of municipal protocols for the scheduling of inspections for the Phase I 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 will not be scheduled during the period extending from October 30<sup>th</sup> to April 15<sup>th</sup>; and
  - the Municipality agrees to accept inspection certifications from the Subdivider's Engineer save and except for any Municipal inspections relating to end of warranty and pre-assumption inspections.
- 14.4 A surface features plan certified by the Subdivider's Engineer illustrating the location of:
- Sidewalks;
  - Fire hydrants;
  - Street and traffic signage;
  - Driveways at cul-de-sacs and on 90 degree road bends;
  - Street-lighting; and
  - Community mail boxes.
- 14.5 A public land maintenance schedule;
- 14.6 A sediment and erosion control plan
- 14.7 A street cleaning schedule;
- 14.8 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Phase I Works; and
- 14.9 The form of notice to be given to affected land owners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in clause 14.8 above.

Once the Construction Work Plan has been approved by the Municipal Engineer, the Subdivider will participate in a pre-construction meeting with the Subdivider's Engineers and the Municipal Engineer. The Construction Work Plan may be adjusted from time to time by the Subdivider with the 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 Phase I Works progresses.

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

15. Such plans, specifications, contracts, scheduling and cost estimates and the General Grading Plan and the Construction Work Plan shall be considered, amended if necessary, with the concurrence of the Subdivider and its engineer, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Subdivider of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates or the General Grading Plan or the Construction Work Plan.



**ADDITIONAL APPROVAL BY MINISTRY OF THE ENVIRONMENT AND CLIMATE CHANGE**

16. In addition to the approval of the Municipal Engineer as required by paragraph 15, all such plans, scheduling, specifications, including and particularly those detailing the handling of water to the Phase I Land and of waste water from the Phase I Land, and of stormwater from the Phase I Land, erosion and sediment control during construction, and the General Grading Plan shall be considered, amended if necessary and approved as amended by the Ministry of the Environment and Climate Change.

**ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY**

17. In addition to the approval of the Municipal Engineer as required by paragraph 15, all lot grading plans, drainage plans, storm water management plans, sediment and erosion control measures to be used during construction, as well as all Phase I Works located in regulated areas shall be considered, amended if necessary with the concurrence of the Subdivider and of the Subdivider's Engineer, and thereafter accepted by the Upper Thames River Conservation Authority as amended (hereinafter referred to as the "Conservation Authority").

**STORMWATER MANAGEMENT PLAN**

18. The Subdivider shall submit a detailed stormwater management plan to be reviewed and accepted by the Conservation Authority, and approved by the Ministry of the Environment and Climate Change and by the Municipal Engineer. The stormwater management plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality and shall be based upon the following document:

"Functional Stormwater Management Report" prepared by MTE Consultants Inc. (MTE file: 38807-200) for South Winds Development Co. Inc. and dated July 3, 2014 as revised August 28, 2014.

The final plan 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 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.

As of the date of execution of this Agreement, the MOECC has approved Environmental Compliance Approval number 8778-AFQLCR, dated November 24, 2016 ("ECA 8778-AFQLCR") for the Stormwater Management Block infrastructure associated with Phase 1. The stormwater management facility on the Stormwater Management Block shall be constructed in accordance with the requirements of ECA 8778-AFQLCR.

**HOMEOWNER INFORMATION PACKAGE**

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

**ENVIRONMENTAL PROTECTION MEASURES**

20. The Subdivider shall implement any environmental protection measures recommended in the stormwater management plan required as contemplated by paragraph 18 that are not capable of being addressed under the *Ontario Water Resources Act*.

**STORMWATER MANAGEMENT ISSUES**

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

**SIGN OF PLAN**

22. The Subdivider shall erect at the time of commencement of the construction of the Phase I Works and shall thereafter maintain until the time when seventy-five percent (75%) of the lots as shown on the Phase I Plan have had constructed thereon dwellings which are available for residential occupancy, a sign showing the Phase I Plan; and such sign shall:
  - 22.1 Be at least 1.0 metre (3 feet) by 2.0 metres (6 feet) in size;
  - 22.2 Be located at a place on the Phase I Land approved by the Municipal Engineer; and
  - 22.3 Show the various lots on the Phase I Plan and the permitted uses thereof.

**AUTHORIZATION TO PROCEED WITH CONSTRUCTION**

23. No construction or installation of the Phase I Works shall commence nor shall the Subdivider cause or permit any grading of the Phase I Land:
  - 23.1 Until after the approval of the Municipal Engineer, and the approval of the Ministry of the Environment and Climate Change and of the Conservation Authority have been given with respect of all of the Phase I Works as contemplated by paragraphs 13 to 18;
  - 23.2 Until a certificate of insurance as required in accordance with paragraph 42 has been given to the Clerk of the Municipality (herein referred to as the "Clerk");
  - 23.3 Until the Letter of Credit as required in accordance with paragraph 39 of this Agreement has been delivered to the Clerk;
  - 23.4 Until all easements and land transfers in respect of all Phase I Works as contemplated by paragraph 36 (park land), paragraph 37 (dedications), and paragraph 29 (easements) have been granted to the Municipality;
  - 23.5 Until the solicitor's opinion required by paragraph 10 of this Agreement has been provided to the Municipality;
  - 23.6 Upon the Subdivider remitting payment of the funds required by this Agreement to the Municipality, for such amounts relating to the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as described in paragraph 72 and paragraph 73 below the Municipal Engineer shall issue an "Authorization to Commence Work" whereupon the Subdivider shall first rough grade or cause the Phase I Land to be rough graded in accordance with the General Grading Plan submitted and approved, as aforesaid, with such variations as the Municipal Engineer may permit on such terms and conditions as the Municipality may see fit to impose and then cause to be constructed and installed the Phase I Works on a continuous basis and as quickly as possible and shall complete the Phase I Works to the stage of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance, as contemplated by paragraph 47, within three (3) years of receipt of such Authorization to Commence Work. The Subdivider may at any time and from time to time seek an extension or extensions of such three (3) years period in respect of all or any part or parts of the Phase I Works and the Municipal Council may grant any such request on such terms and conditions as the Municipal Council may see fit to impose, acting reasonably. Such a request for extension shall be accompanied by a justification prepared by the Subdivider's Engineers supporting the request and describing not only the technical basis for it but also the length of the extension proposed.



#### SUPERVISION OF CONSTRUCTION

24. The construction and installation of the Phase I Works shall be carried out under the full-time supervision of the Engineers retained for that purpose by the Subdivider as required by paragraph 11, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement; provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall not relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider's obligation to construct, install and maintain the Phase I Works in a good workmanlike and complete manner and in accordance with this Agreement.

#### STANDARD OF WORK AND VARIATIONS

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

#### GENERAL MAINTENANCE

26. Until final acceptance and assumption of the Phase I Works by a by-law of the Municipality, as contemplated by paragraph 52, the Subdivider shall maintain or cause to be maintained all of the Phase I Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Phase I 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 Phase I Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

#### MAINTENANCE OF DRAINS

27. During the installation and construction of the Phase I Works and until final acceptance and assumption of the Phase I Works by a by-law of the Municipality, as contemplated by paragraph 52, the Subdivider shall maintain in working operation and repair all drains in use on the Phase I Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Phase I Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Phase I Works.

#### CONSTRUCTION TRAFFIC ACCESS AND RECREATIONAL TRAIL

28. The Subdivider shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Phase I 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 Subdivider; and without limiting the generality of the foregoing, the Subdivider shall provide a temporary construction road (herein referred to as the "**Construction Access Road**") from Glendon Drive to Westbrook Drive, to which the following provisions shall apply:
- 28.1 The Construction Access Road Land shall mean that part of Lot 7, Concession 1 as illustrated on sketch attached hereto as Schedule "N".
- 28.2 An alternate Construction Access Road will be permitted generally in the location of the Street B alignment shown as part of the Future Development and its location will depend on the alignment agreed upon by the Parties to this Agreement as part of the Future Development.
- 28.3 The Subdivider shall register on the title to the Construction Access Road Land a Notice of the Subdivider's obligation to provide and maintain the Construction

Access Road as required by this Phase I Subdivision Agreement and shall do so when this Agreement is registered on the Phase I Land.

- 28.4 Once the Construction Access Road is no longer required, upon request by the Subdivider, the Municipality will consent to the removal from title of the Notice referred to in clause 28.3 above and the Subdivider will effect removal from title.
- 28.5 The perpendicular width of the travelled portion of the Construction Access Road shall be at least 4 metres (13.12 feet) throughout its length.
- 28.6 The Construction Access Road shall be a gravel surface and shall be maintained by the Subdivider such as to be free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws.
- 28.7 The Subdivider shall provide signage at the intersection of the Construction Access Road and Glendon Drive and at the intersection of the Construction Access Road and Westbrook Drive, as shown on the Phase I Plan, to the effect that the Construction Access Road is not open to public use, is not a municipal street and that any person using it does so at their own risk; the content, size and particular location of such signage shall be as specified by the Municipal Engineer from time to time.
- 28.8 The Subdivider shall undertake or cause to be undertaken winter maintenance of the Construction Access Road.
- 28.9 The Subdivider shall take all reasonable steps such that the Construction Access Road is not used by the general public and is only used by construction vehicles and equipment engaged in constructing and installing the Phase I Works or those engaged in constructing residences on the Phase I Land. After regular business hours, access to the Construction Access Road will be restricted save and except for municipal vehicles and emergency vehicles which shall be permitted entry, as required.
- 28.10 For the purposes of clause 28.9 above, reasonable steps to control the use of the Construction Access Road shall include policies and enforcement measures specified from time to time by the Municipal Engineer.
- 28.11 The Subdivider shall provide emergency service vehicle access via the Construction Access Road until such time as an alternate construction access and/or emergency access route on municipal roads is available. For this purpose emergency service vehicles include fire trucks, ambulances and police vehicles and municipal public works vehicles, including those of municipal contractors. The use of the Construction Access Road for emergency service vehicle access shall not impose any maintenance or other obligations on the Subdivider beyond those otherwise required by this Agreement for the Construction Access Road.
- 28.12 The Construction Access Road shall be removed and its location shall be replaced with a Public Recreational Trail which shall be generally as shown on the Servicing Plans and specifically as required by the Municipal Engineer as soon as reasonably possible after an alternate construction access route is available on municipal roads as determined by the Municipal Engineer. In any event, the Parties agree that the Construction Access Road shall not be decommissioned and replaced with the Public Recreational Trail until the end of Phase 2 being Future Development, provided at that time there is an alternate construction access available on a municipal road and the Parties agree that no occupancy permits will be issued for the two lots immediately adjacent to the Public Recreational Trail until such time as the Construction Access Road is removed and replaced with the Public Recreational Trail. The Parties agree that the construction of the Public Recreational Trail is eligible for funding out of development charge reserves.
- 28.13 After the decommissioning of the construction access road and construction of the Public Recreational Trail in the same location, the Subdivider shall convey to the Municipality the Public Recreational Trail in an agreed upon form and shall provide an solicitor's opinion to the effect that the conveyance is a good and valid conveyance free and clear of all liens or other registered encumbrances save those in favour of the Municipality to the satisfaction of the Municipal Engineer. Upon conveyance of the Public Recreational Trail to the Municipality, the Parties agree that South Winds shall have no further obligations



or liability with respect to the Public Recreational Trail and the Municipality agrees to indemnify and save harmless South Winds against any claims arising from the public use of the Public Recreational Trail arising on and after the date upon which the Public Recreational Trail was conveyed to the Municipality.

#### EASEMENTS

29. The Subdivider shall, at no cost to the Municipality, provide:
- 29.1 A general municipal services easement over Parts 19, 21, 23, 24, 40, and 43, on plan 33R-19930, being the location of sanitary sewers required as part of the Phase I Works to make connection to the Pumping Station Block, coupled with an easement for surface access rights over the same lands to give access from Edgewater Boulevard to the Pumping Station Block;
  - 29.2 A general municipal services easement over Parts 10, 23 and 25 on plan 33R-19930 , being the location for the waste water forcemain from the Pumping Station Block;
  - 29.3 A general municipal services easement over Part 5 for sanitary and storm sewers and Part 44 for sanitary sewers on Plan 33R-19930 required as part of the Phase I Works to connect the Phase I Plan to the Stormwater Management Block;
  - 29.4 A general municipal services easement over Parts 18, 20, 39, 41 and 42 on plan 33R-19930, all of which are temporary easements that shall be released forthwith after the completion of construction of the pumping station to the satisfaction of the Municipal Engineer;
  - 29.5 Easements as may be necessary in connection with the construction, installation and/or maintenance of the Phase I Works,

with such easement or easements subject to the approval of the Municipal Engineer as to location and width; and construction and installation of any Phase I Works on or in connection with such easement or easements shall not commence until the easement or easements have been acquired by the Municipality.

#### INSTALLATION OF UTILITIES

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

#### UTILITIES EASEMENTS

31. The Subdivider shall provide and grant by 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 paragraph 31 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with paragraph 44, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "E" attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of One Dollar (\$1.00) payable to the Solicitor rendering the same.

#### UTILITIES CO-ORDINATION

32. The Subdivider 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 Phase I Works shall be coordinated as much as possible with the installation of

any other utilities that may be installed in or on the Phase I Land. The Subdivider agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of Phase I Works and, in this connection, the Subdivider shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has assumed the Phase I Works by by-law, as contemplated by paragraph 52.

#### **CANADA POST COMMUNITY MAILBOXES**

33. The Subdivider shall arrange to have Canada Post provide, at no cost to the Municipality, community mailboxes on the Phase I Land; and the Subdivider shall provide and grant by Transfer, for nominal consideration, to Canada Post such easements as may be reasonably necessary for such community mailboxes or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this paragraph 33 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with paragraph 44, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "E" attached hereto as adapted for the purpose of this paragraph. The said opinion shall be addressed to the Municipality in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

#### **DEVELOPMENT CHARGES**

34. The builder shall pay to the Municipality development charges in connection with the subdivision of the Phase I Land in accordance with the Municipality's Development Charges By-law applicable and any other pertinent agreements to the Phase I Land including the development charge credit provisions of the cost-sharing agreement and in force from time to time as and when applications for building permits are made for the buildings and structures on the lots and blocks shown on the Phase I Plan.

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

35. The Parties agree that Development Charge Credits may be transferred as provided for in Section 40 of the *Development Charges Act, 1997*, or any subsequent legislation dealing with the same subject matter, and the Parties shall execute such further agreements or assurances to properly carry out the same as required.

#### **PARKLAND DEDICATION**

36. With respect to the development of the Phase I Land, by way of conveyance for park purposes, the Subdivider shall, at its expense, and immediately after the registration of the Phase I Plan, convey to the Municipality in fee simple, free and clear of all liens any encumbrances:

- 36.1 Block 147 as shown on the Draft Phase I M Plan;  
36.2 Parts 27 to 38, inclusive, on the draft Plan 33R-19930,

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

#### **DEDICATIONS**

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

- 37.1 Blocks 102 and 103, being 0.3 metre reserves, as shown on the Draft Phase I M Plan;  
37.2 Block 104, being a walkway block, as shown on the Draft Phase I M Plan;



- 37.3 Part 12 on Plan 33R-19930, for the purpose of a turning circle at the southwest end of Edgewater Boulevard, as shown on the Phase I Plan, together with Part 13, Plan 33R-19930, being a 0.3 metre reserve associated with the turning circle.
- 37.4 The Stormwater Management Block; and
- 37.5 The Pumping Station Block.

and, the Subdivider hereby remises, releases and forever discharges the Municipality from any and all claims for compensation for or the return of such real property subject to the provisions of the cost-sharing agreement.

#### **MUNICIPAL DRAINAGE**

- 38. The Subdivider shall pay to the Municipality all costs assessed by a drainage engineer appointed for the purpose under the *Drainage Act* for the following:
  - 38.1 apportionment of the assessments previously assessed against the Land in accordance with Section 65 of the *Drainage Act*; and
  - 38.2 improvement of any municipal drain under Section 4 or under Section 78 of the *Drainage Act* for the purposes of providing sufficient outlet for storm water to be disposed from the Phase I Land as contemplated by the Phase I Works.

#### **LETTER OF CREDIT**

- 39. Forthwith upon the Municipal Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the General Grading Plan, and before the Municipal Engineer issues the Authorization to Commence Work contemplated in paragraph 23 of this Agreement, the Subdivider shall lodge with the Clerk a Letter of Credit from a chartered bank in a form agreed to by the Municipal Solicitor, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Phase I 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 Phase I Works or Twenty-Five Thousand Dollars (\$25,000.<sup>00</sup>), whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the Municipal Solicitor; and all such security shall be for the purpose of securing performance of all of the obligations of the Subdivider under this Agreement.

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

- 40. The security provided by the Subdivider as required by paragraph 39 shall be for the purpose of securing performance of all of the obligations of the Subdivider under this Agreement including, without limiting the generality of the forgoing, payment of money payable by the Subdivider to the Municipality in accordance with paragraph 46 and paragraph 72 of this Agreement.

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

- 41. So long as the Subdivider is not in default under this Agreement, the amount of the Letter of Credit may be reduced from time to time to an amount which, in the opinion of the Municipality, is adequate to secure the faithful performance of the remaining obligations of the Subdivider hereunder; provided that no reduction in the Letter of Credit shall be made until there is first filed with the Municipal Engineer:
  - 41.1 An interim completion certificate, substantially following the form set out in Schedule "K"; issued by the Subdivider's Engineer as to the part of the Phase I Works that have been installed, constructed and completed to the date of the certificate and as to the value of the part of the Phase I Works completed; and
  - 41.2 an estimate by the Subdivider's engineer of the cost which, in such engineer's opinion, is required to complete the uncompleted part of the Phase I Works, including Warranty Period contemplated by paragraph 48, as well as the faithful performance of all other obligations of the Subdivider under this Agreement.

After such certificate and estimate has been reviewed by the Municipal Engineer, the Municipality may release such part of the security held under this Agreement as is no

longer required retaining such security as is, in the opinion of the Municipal Engineer, needed to secure completion of the uncompleted part of the Phase I Works, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement; provided that the amount of the Letter of Credit shall not be reduced to less than Twenty-Five Thousand Dollars (\$25,000.<sup>00</sup>) until the Municipality has finally accepted the Phase I Works by by-law, as contemplated by paragraph 52, of this Agreement.

#### **INSURANCE**

42. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and General Grading Plan, until all the Phase I Works are completed and finally accepted by the Municipality by a by-law, as contemplated by paragraph 52, including the Warranty Period, the Subdivider shall maintain in force and effect insurance which satisfies the following:
- 42.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Phase I Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Subdivider in support of the approval of such plans, specifications and contract;
- 42.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
- 42.3 such insurance shall have limits of liability of at least Five Million Dollars (\$5,000,000.<sup>00</sup>) per incident, or such greater amount as may be specified by the Municipality from time to time;
- 42.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Subdivider as if the Municipality was separately insured;
- 42.5 such insurance shall provide coverage which shall continue until the Phase I Works are completed and finally accepted by the Municipality by a by-law, as contemplated by paragraph 52;
- 42.6 such insurance shall contain a clause that the insurer will not lapse, cancel or change or refuse to renew the insurance without first giving the Municipality sixty (60) days' prior written notice;
- 42.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
- 42.8 such insurance shall otherwise be in form satisfactory that is, from time to time, acceptable to the Municipality.

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

The insurance evidenced by this certificate satisfies the insurance requirements of the subdivision agreement dated October 18<sup>th</sup>, 2017 between the Municipality of Middlesex Centre and South Winds Development Co. Inc.

The Subdivider shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Subdivider shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this paragraph 42.



**INDEMNITY**

43. Until the Municipality shall have finally accepted the Phase I Works by a by-law, as contemplated by paragraph 52, the Subdivider shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Phase I Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Subdivider in support of the approval of such plans, specifications and contract; and the insurance coverage policy required by paragraph 42, shall not be construed as relieving the Subdivider from responsibility for indemnity of the Municipality for liability not covered by such insurance or in excess of the policy limits of such insurance.

**INTERIM COMPLETION CERTIFICATE**

44. Upon completion of:
- 44.1 the underground services to be constructed and installed as part of the Phase I Works;
  - 44.2 all street signs and regulatory signage have been provided to the satisfaction of the Municipal Engineer;
  - 44.3 all fencing to be provided as part of the Phase I Works have been installed;
  - 44.4 subject to paragraph 45, all utilities required by paragraph 30;
  - 44.5 again, subject to paragraph 45, all street lights such that they are fully operational; and
  - 44.6 a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase I Works;
- the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate and may apply for a partial release of security in accordance with paragraph 41. The Interim Completion Certificate shall include:
- 44.7 a certification in substantially the form set out in Schedule "K";
  - 44.8 a solicitor's opinion as to utilities' easements as required by paragraph 31;
  - 44.9 a solicitor's opinion with respect to Canada Post community mail box as required by paragraph 33;
  - 44.10 a video camera inspection of all storm and sanitary sewers accompanied by a written report from the inspection company;
  - 44.11 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
  - 44.12 a report identifying any deficiencies in the Phase I Works and how such deficiencies are to be addressed; and
  - 44.13 an updated Surface Features Plan certified by the Subdivider's Engineers, showing the location of
    - 44.13.1 Bell and TV Cable pedestal boxes,
    - 44.13.2 Electric transformers,
    - 44.13.3 Utility Easements,
    - 44.13.4 Canada Post community mail boxes.

So long as the Subdivider is not in default under this Agreement, once the Municipal Engineer has satisfactorily confirmed completion of those things enumerated in clauses 44.1 to 44.6, inclusive, and the location and acceptability of the items shown on the

Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance with respect to the Phase I Works.

#### ARRANGEMENTS FOR UTILITY INSTALLATION

45. Notwithstanding the requirement of paragraph 44 that the utilities referred to in paragraph 30 are to be completed and that street lights are to be fully operational before the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Subdivider may submit a 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 paragraph 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 a Interim Certificate of Provisional Acceptance.

#### WINTER ROAD MAINTENANCE

46. The Subdivider shall be responsible for all winter road maintenance. After the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer, the Municipality may but is under no obligation to, at the Subdivider's expense, undertake winter maintenance of roads within the Phase I Land, but the doing of such work by the Municipality shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Municipality be deemed to have accepted or assumed such roads. Until the Phase I Works are completed and finally accepted by the Municipality by a by-law, as contemplated by paragraph 52, the Subdivider shall remain responsible for rectification of any damage to the Phase I Works which may occur in the course of winter maintenance operations whether by the Municipality or by others.

#### COMPLETION CERTIFICATE

47. Upon the completion of all of the Phase I Works and of all utilities to be constructed and installed as required by paragraph 30, the Subdivider may submit to the Municipal Engineer a Certificate of Completion and may apply for a partial release of security in accordance with paragraph 41. The Completion Certificate shall include:
- 47.1 a Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "L", certifying that the Phase I Works have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 47.2 a certificate issued by the Subdivider's Engineers to the following effect:
- 47.2.1 dwellings have been completed on at least 75% of the lots as shown on the Phase I Plan;
- 47.2.2 the stormwater management facilities and features required as part of the Phase I Works have been in full service for at least one (1) year and that such facilities have during that one (1) year period operated in accordance with the current guidelines and standards prescribed by the Municipality and otherwise in accordance with the design objectives set out in the documentation referred to in paragraph 18 of this Agreement;
- and such certificate shall be accompanied by such engineer's report of monitoring of the stormwater management facilities and the monitoring results which demonstrate that such design objectives have been met.
- 47.3 the solicitor's opinion contemplated by clause 28.13 above with respect to the conveyance of the Public Recreational Trail for recreational trail uses by the public;
- 47.4 a certificate issued by the Subdivider's Engineers that the storm and sanitary sewers have been flushed and cleaned;
- 47.5 a certificate issued by the Subdivider's Engineers that all water valves, curb stops and hydrants have been inspected for operation;



- 47.6 a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase I Works have been paid and that there are no outstanding claims relating thereto;
- 47.7 a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase I Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 47.8 Final Lot Grading Certificate issued by the Subdivider's Engineers for each lot and block on the Phase I Plan certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan; provided that, in the case of lots and blocks on the Phase I Plan for which grading certificates have been issued in accordance with clause 63.9 below, such grading certificates will be sufficient to satisfy the requirements of this clause 47.8 with respect to the lots and blocks to which they apply;
- 47.9 drawings showing the Phase I Works "as built" in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 47.10 Furnish to the Municipality one (1) set of full sized drawings showing the Phase I Works "as built";
- 47.11 Furnish to the Municipality 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 boundary, streets, lots and blocks as well as lot numbers and street names. No other information should be contained in the file. The linework must consist of closed polygons for each lot or block on the Plan. The file must be delivered in digital format in a manner acceptable to the Municipal Engineer.

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

- 47.12 Furnish to the Municipality an asset inventory in accordance with the attached Schedule "M".

So long as the Subdivider is not in default under this Agreement and once the Municipal Engineer has satisfactorily confirmed completion of all of the Phase I Works and of all utilities to be constructed and installed as required by paragraph 30, the Municipal Engineer shall issue a Certificate of Provisional Acceptance with respect to the Phase I Works whereupon the Warranty Period, as hereinafter defined, shall commence.

**WARRANTY PERIOD**

48. Subject to paragraph 49 below with respect to certain waste water elements of the Phase I Works, the Subdivider shall maintain and repair the Phase I Works for a period of at least one year commencing on the date of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance and continuing until the Municipality shall have finally accepted the Phase I Works, by by-law, as provided in paragraph 52 (hereinafter and hereinbefore referred to as the "Warranty Period"); and the Subdivider shall repair any defects in the Phase I Works which shall become apparent within the Warranty Period.

**ONE YEAR OBLIGATION FOR CERTAIN WASTE WATER ELEMENTS**

49. With respect to the waste water elements of the Phase I Works
- 49.1 in Crestview Drive south of Westbrook Drive as shown on the Phase I Plan
- 49.2 in Edgewater Boulevard as shown on the Phase I Plan
- 49.3 in Edgewater Boulevard Drive as shown on the Phase I Plan and
- 49.4 of the waste water conveyance infrastructure to connect waste water elements of the Phase I Works to the Pumping Station Block,
- the Subdivider shall maintain and repair such waste water elements for a period of one year commencing on the date of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance and the Subdivider shall repair any defects in such waste water elements which shall become apparent within such one year period.

**USE BY MUNICIPALITY**

50. The Subdivider agrees that, after the Municipal Engineer has issued an Interim Certificate of Provisional Acceptance as contemplated by paragraph 44 above:
- 50.1 The Municipality or any other benefitting landowner provided the benefitting landowner pays their proportionate share of the costs may use the Phase I Works for the purpose for which they are designed, notwithstanding that such Phase I Works may not have been provisionally or finally accepted by the Municipality;
- 50.2 Such use shall not be deemed an acceptance of the Phase I Works by the Municipality;
- 50.3 Any other benefitting landowners in the area shall not be permitted to use the Phase I Works as set out in 50.1 above until they have paid their proportionate share of the costs associated with the Phase I Works pursuant to the Cost Sharing Agreement;
- 50.4 The Municipality agrees that it shall not permit or support interim servicing or alternate servicing on any other lands that is inconsistent with the option block servicing scheme described in the Cost Sharing Agreement save and except for any interim servicing that may occur pursuant to the Don Black Investments Limited v. Middlesex (County) decision of the Ontario Municipal Board issued July 19, 2017, Case No. PL160523; and
- 50.5 Such use shall not in any way relieve the Subdivider of the obligation to construct, install, maintain and repair the Phase I Works so used.

**FINAL COMPLETION CERTIFICATE**

51. Upon completion of the installation, construction, maintenance and repair of the Phase I Works, including all maintenance and repair required during the Warranty Period, the Subdivider shall:
- 51.1 Submit to the Municipality a Final Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "L", certifying that the Phase I Works have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;



- 51.2 Submit to the Municipality copies of the updated application documents of the Ministry of the Environment and Climate Change Environmental Compliance Approval Certificates for sanitary, water and stormwater management facilities which are to be assumed by the Municipality. The updated applications are to reflect the Municipality as being owner thereof; and the Subdivider agrees that the Subdivider is to be responsible for all fees payable to the Ministry in relation to the issuance of updated certificates.
- 51.3 Submit a letter from the Ministry of the Environment and Climate Change acknowledging that the applications noted in paragraph 51.2 are complete and have been received by the Ministry;
- 51.4 Submit to the Municipality a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase I Works have been paid and that there are no outstanding claims relating thereto; and
- 51.5 Submit to the Municipality a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase I Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate.
- 51.6 Submit to the Municipality the solicitor's opinion required by clause 28.13 in connection with the conveyance for recreational trail uses by the public over the Public Recreational Trail.

#### ASSUMPTION OF PHASE I WORKS

52. Within thirty (30) days after the submission for the Final Completion Certificate, together with all else required as contemplated by paragraph 51, the Municipal Engineer shall, either:
- 52.1 Confirm the Final Completion Certificate and issue a Certificate of Final Acceptance; or
- 52.2 Issue to the Subdivider a statement of deficiencies, whether or not the Subdivider is then the owner of the Phase I Land in respect of which there is a deficiency, and of the deficiencies in the grading, construction, installation, maintenance, or repairs of the Phase I Works, and,

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

#### CONSTRUCTION LIEN

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

#### RIGHT OF INSPECTION

54. The Municipal Engineer shall have the right at any time and from time to time to enter upon the Phase I Land and other land upon which any of the Phase I Works are or are to be constructed or installed and to make such tests and inspections as to the Municipal Engineer may seem desirable, and to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in the Municipal Engineer's opinion, is desirable to obtain in order to facilitate such inspection and supervision and, if the Municipal Engineer shall deem it necessary, to engage technical

consultants to assist him in the performance of any inspection or supervision which technical consultants, if engaged, shall be paid by the Subdivider.

#### **MUNICIPAL ENGINEER ORDERS**

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

#### **REMEDIES**

56. In addition to any other remedy, which the Municipality may have against the Subdivider for breach of this Agreement, the Municipality, at its option, may adopt and pursue any one or more or all of the following remedies:
- 56.1 Enter and re-enter the Phase I Land and complete any part of all of the Phase I Works in respect of which there has been default, including the repair, reconstruction and replacement of faulty work and materials and may recover the cost of so doing from the Subdivider;
- 56.2 Make any payment, which ought to have been made by the Subdivider and recover the amount thereof from the Subdivider; and
- 56.3 Do any other thing required of the Subdivider by this Agreement and recover the cost of so doing from the Subdivider;

provided that the Municipality shall give the Subdivider at least five (5) days' prior notice, except in cases of the Phase I Works not functioning or not functioning properly, so that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the parties that the entry upon the Phase I Land by the Municipality or the doing of anything by the Municipality as authorized by this paragraph 56 shall be as agent for the Subdivider and shall not be deemed an acceptance of the Phase I Works by the Municipality and shall not in any way relieve the Subdivider of the obligations of this Agreement; and the Subdivider covenants and agrees that neither it nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this paragraph 56 by the Municipality.

#### **COURT ACTION**

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

#### **BUILDING PERMIT REMEDY**

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

#### **REALIZING SECURITY**

59. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, after first giving five (5) days' notice to the Subdivider, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Subdivider ought to have paid or any money, which is otherwise due to the



Municipality from the Subdivider under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Subdivider upon final acceptance and assumption of the Phase I Works by by-law as contemplated by paragraph 52, but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

#### CALL ON LETTER OF CREDIT

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

#### REPLACEMENT OF LETTER OF CREDIT

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

#### LOT GRADES

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

#### DEVELOPMENT CONTROL

63. As a condition of the development or redevelopment of any lot within the Phase I Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 63.1 The owner from time to time of each lot shall provide and maintain a paved parking area on the lot and a paved driveway from the traveled portion of the street from which access to the lot is permitted to such parking area on the lot;
- 63.2 The owner from time to time of each lot shall connect the dwelling to the sanitary sewer P.D.C. located at the property line in accordance with the Municipality's specification for sewer installations;
- 63.3 No owner of a lot shall directly connect his basement drainage system to the municipal storm sewer system, and/or the municipal sanitary sewer system;
- 63.4 The owner from time to time of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the traveled portion of the street;
- 63.5 The owner from time to time of each lot shall affix their assigned municipal street number to the main dwelling on the lot, a minimum of 12.7 centimetres in height and clearly visible from the road, all in accordance with the Municipality's municipal addressing policies;
- 63.6 Before the development or re-development of each lot, the owner of the lot at that time 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 lot for review and approval of the Municipality;

- 63.7 The owner of each lot shall submit to the Municipality for approval, with the site plan referred to in clause 63.6, a Lot Grading Plan issued by an Ontario Land Surveyor or qualified Professional Engineer, identifying the proposed grading and appurtenant drainage works. The Lot Grading Plan is to be stamped by the Subdivider's Engineer certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the General Grading Plan which has been approved in accordance with this Agreement";
- 63.8 The owner of each lot shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and the final footing elevations are in conformity with the site plan referred to in clause 63.6;
- 63.9 Within thirty (30) days after completion of the development or re-development of the lot the owner of the lot shall provide to the Municipality a Final Grading Certificate prepared by the Subdivider's Engineer that includes a certification that the lot grades and the location of all structures then on the lot are in conformity with the site plan referred to in clause 63.6;
- 63.10 The owner from time to time of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the Phase I Land which may be located on the lot and shall at all times comply with the obligations and burdens of any easement required by paragraph 29 of this Agreement as it affects the lot; and
- 63.11 The owner from time to time of each lot shall maintain in good repair any walls, fences or hedges located on the lot and any other suitable ground cover located on the lot to provide adequate landscaping of the lot and to provide protection to adjoining properties.

#### **MAINTENANCE OF LOTS**

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

#### **BUILDING PERMITS**

65. The Subdivider shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the Phase I Plan and no building permit for the development or redevelopment of any lot or block as shown on the Plan shall be issued until:
- 65.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by paragraph 44;
- 65.2 The Waste Water Conveyance Works have been constructed and installed, and have been commissioned and are operable to the satisfaction of the Municipal Engineer; and
- 65.3 The site plan referred to in clause 63.6 and the lot grading plan referred to in clause 63.7 have been approved by the Municipality.

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

66. Notwithstanding the foregoing restriction respecting the application for building permits and the issuance thereof contained in paragraph 65, up to thirty (30) building permits in the aggregate may be available to the Subdivider, or persons claiming title from it, once the Municipal Engineer has issued the Authorization to Commence Work as contemplated by paragraph 23; and any such premature building permit will only be issued before the issuance of the Interim Certificate of Provisional Acceptance,
- 66.1 if the applicant for the building permit is the registered owner of the lot for which the permit is sought, or if the registered owner of such lot joins with the applicant for such building permit in the undertaking referred in clause 66.2; and



66.2 if the applicant for the building permit, together with the registered owner of the lot if the registered owner is not the applicant, undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not be given until

66.2.1 the Interim Certificate of Provisional Acceptance is issued by the Municipal Engineer and;

66.2.2 the Waste Water Conveyance Works have been constructed and installed, and have been commissioned and are operable to the satisfaction of the Municipal Engineer;

and, in connection with the undertaking referred to in clause 66.2, the applicant for a premature building permit shall deposit with the Municipality the sum of Two Thousand Dollars (\$2,000.00) for each such application for a building permit which deposit shall be forfeited if there is a breach of the undertaking, which forfeiture shall be in addition to any and all other remedies which may be available to the Municipality and, if there is no breach of the undertaking the Two Thousand Dollar (\$2,000.00) deposit shall be returned to the applicant for the building permit after the issuance of the Interim Certificate of Provisional Acceptance as contemplated by paragraph 44. Occupancy of the dwelling subject to the premature building permit will not be given until an Interim Certificate of Provisional Acceptance has been issued.

#### **MAINTENANCE OF ROADS**

67. The Subdivider shall be responsible for all road maintenance. If a building permit is issued before the Interim Certificate of Conditional Acceptance is issued by the Municipal Engineer, the Subdivider shall maintain a granular base for the roadways 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 of a design in accordance with Provincial standards.

#### **COST OF PHASE I WORKS**

68. The Subdivider, when selling any lots on the Phase I Plan shall include in the price thereof the costs of the Phase I Works in order that a purchaser shall not be required to pay any of the cost thereof over and above the purchase price paid to the Subdivider for the said lot save and except the payment of development charges or rates, fees and charges under the *Municipal Act, 2001* which may be required to be paid to the Municipality by third party purchasers from the Subdivider in accordance with and as contemplated in paragraph 34 of this Agreement.

#### **COVENANT OF PURCHASERS**

69. The Subdivider shall not accept any offer to purchase any lot within the Phase I Plan unless the Subdivider has given to such offeror, prior to the making of such offer, written advice about paragraph 63 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Subdivider shall prior to transferring any part of the Phase I Land register notice of the paragraph 63 requirements under this Agreement by way of registered restrictions on title to the Phase I 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 Phase I Land.

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

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

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

71. The Subdivider shall pay all taxes, including all water and sewer rates and assessments, levied on the Phase I Land in accordance with the assessment thereof until the Phase I Land has been assessed according to the Phase I Plan, after which, the Subdivider shall pay the taxes levied on any and all lots which the Subdivider 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 Subdivider shall commute and repay same within ten (10) days after the execution and delivery of this Agreement by the Municipality.

#### **MUNICIPAL COSTS**

72. Subject to the provisions of the Cost Sharing Agreement, the Subdivider agrees to pay to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement and the following provisions apply:
- 72.1 From after the date that this Agreement is executed the Municipality shall be entitled to be reimbursed for its actual costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality and costs arising out of the realization upon any security given thereunder;
- 72.2 From after the date that this Agreement is executed the Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Phase I Land the completion of all work required by this Agreement and the realization upon any security given thereunder;
- 72.3 The hourly rates to be charged by the Municipality for its staff as contemplated by clause 72.2 shall be established by resolution of the Municipal Council from time to time; and
- 72.4 The Municipality may issue invoices to the Subdivider, from time to time, for its expenses and for the time of its staff and the Subdivider shall pay the same forthwith.

#### **OUTSTANDING INVOICE PAYMENTS**

73. The Municipality acknowledges that the Subdivider has paid to the Municipality its costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement incurred or arising up to the time of the execution of this Agreement.

#### **RIGHT TO CONTEST MUNICIPALITY'S COSTS**

74. The Subdivider shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Subdivider is required to reimburse the Municipality pursuant to paragraph 72 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Subdivider has been advised of the amount of such expenses or the execution of this Agreement, whichever is later. The amount of such expenses shall be determined by a court of competent jurisdiction or the Ontario Municipal Board or an arbitrator, as may be agreed to by the Subdivider and Municipality.

#### **CONFLICT OF REQUIREMENTS**

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

#### **EXPENSE OF OWNER**

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

#### **INTEREST**

77. In the event that there are monies due by either Party to this Agreement which have not been paid within thirty (30) days after receipt of a demand therefore, interest shall be



payable on the amount due at the rate of prime plus five per cent (prime + 5%) per annum calculated annually and compounded at the end of each calendar year, determined and calculated from the date of receipt of the demand and the amount due together with interest thereon.

#### **ESTOPPEL**

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

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

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

#### **TIME OF ESSENCE**

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

#### **GIVING OF NOTICE**

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

For the Subdivider: South Winds Development Co. Inc.  
9952 Glendon Drive,  
Komoka, Ontario N0L 1R0

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

Attention: Clerk

or such other address as may be furnished by such person, and shall be deemed effective, four (4) calendar 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 calendar days following the time of mailing, in which event it shall be effective when delivered to the addressee.

#### **ASSIGNMENT**

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

#### **SEVERABILITY**

83. 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**

84. In this Agreement, unless the contrary intention appears, words importing only the singular number or masculine gender shall include more persons, parties or things of the

same kind than one and the feminine and neuter gender; and if there are more Subdividers than one, the covenants of such Subdividers shall be joint and several.

**INTERPRETATION**

85. 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.

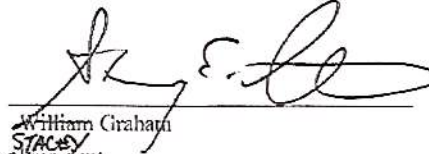
**BINDING**

86. The covenants, agreements, conditions and undertaking herein contained on the part of the Subdivider shall run with the land, including the Phase I Land, and shall be binding upon the Subdivider and upon its successors and assigns, as owners and occupiers of the Phase I Land, from time to time; and this Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective proper officers duly authorized in that behalf.

SOUTH WINDS DEVELOPMENT CO. INC.

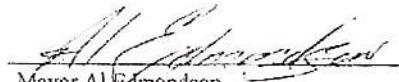
Per:

  
William Graham  
VICE PRESIDENT  
I have the authority to bind the corporation


MUNICIPALITY OF MIDDLESEX CENTRE

Approved and authorized by By-law  
No. 2017-12 enacted the 18<sup>th</sup> day of  
October, 2017.

Per:

  
Mayor Al Edmondson

Per:

  
Michelle Smibert, Clerk



List of Schedules

Schedule "A" – Phase I Land

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

Schedule "C" - Encumbrances

Schedule "D" - Solicitor's Opinion

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

Schedule "F" – Phase I Works

Schedule "G" - Undertaking by Subdivider's Engineer

Schedule "H" – General Grading Plan, General Servicing Plan and Servicing Construction Plans

Schedule "I" – Homeowner's Package Format

Schedule "J" - Irrevocable Letter of Credit Format

Schedule "K" - Interim Completion Certificate

Schedule "L" - Certificate of Completion

Schedule "M" - Asset Inventory

Schedule "N" - Construction Access Road

**SCHEDULE "A"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

**B E T W E E N:**

**SOUTH WINDS DEVELOPMENT CO. INC.**

**OF THE FIRST PART**

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

**OF THE SECOND PART**

**PHASE I LAND**

Part of Lots 7 and 8, Concession 1 and part of Lot 7 Broken Front Concession and part of the original road allowance between Concession 1 and the Broken Front Concession, geographic Township of Lobo, now in the Municipality of Middlesex Centre, County of Middlesex, designated as Part 1 on Plan 33R-19930,

being part of P.I.N 08502-1017 (LT).



**SCHEDULE "B"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

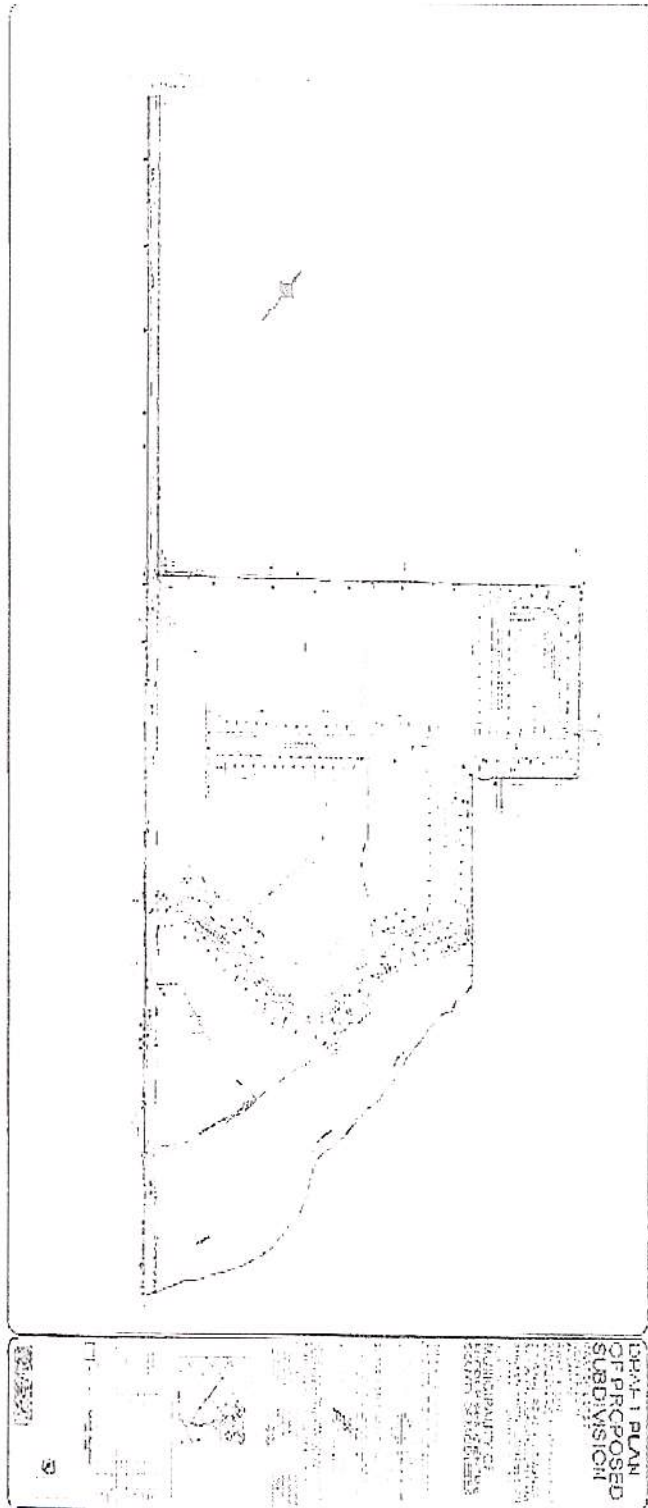
OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**SURVEY PLAN OF THE PLAN OF SUBDIVISION**



**SCHEDULE "C"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

B E T W E E N:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**ENCUMBRANCES**

PART 1 – PERMITTED ENCUMBRANCES

212602 – Right of way over Part 2, 33R-17664 in favour of The Corporation of the City of London

510243 – Right of way and easement over Part 2, 33R-17664 in favour of The Corporation of the City of London

166041 – Agreement with The Public Utilities Commission of the City of London

187373 – Amendment / Confirmation of Agreement 166041

536295 – Development Agreement with The Corporation of the Township of Lobo

PART 2 – ENCUMBRANCES TO BE REMOVED OR POSTPONED

ER982443 – Charge in favour of The Toronto-Dominion Bank

ER1164848 – Notice of Charge Amending Agreement re ER982443



**SCHEDULE "D"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**SOLICITOR'S OPINION**

**TO: MUNICIPALITY OF MIDDLESEX CENTRE**

Re: Part of Lots 7 and 8, Concession 1 and part of Lot 7 Broken Front Concession and part of the original road allowance between Concession 1 and the Broken Front Concession, geographic Township of Lobo, now in the Municipality of Middlesex Centre, County of Middlesex, designated as Part 1 on Plan 33R-19930,

being part of P.I.N 08502-1017 (LT).

hereinafter the "Phase I Land"

Re: Subdivision Agreement between South Winds Development Co. Inc. and the Municipality of Middlesex Centre dated the 18<sup>th</sup> day of October, 2017 pertaining to the Land (the "Phase I Subdivision Agreement")

For the sum of one (\$1.00) and other good and valuable consideration I certify that I am a solicitor authorized to practice in Ontario and provide my solicitor's opinion as follows:

Subdivision Agreement Registration

As at the date of signing of the Phase I Subdivision Agreement and as of the date of registration of the Phase I Subdivision Agreement against the Phase I Land, South Winds Development Co. Inc. is the owner in fee simple of the Land free and clear of all liens and encumbrances save and except for:

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

Easements transferred to the Municipality

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_, designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_ day of \_\_\_\_\_, 2017 as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and

valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances.

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_, designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_ day of \_\_\_\_\_, 2017 as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances.

**Transfers in Fee Simple to the Municipality**

A good and valid Transfer of Blocks ● through ●, inclusive, on Registered Plan \_\_\_\_\_, has been registered on the \_\_\_ day of \_\_\_\_\_, 2017 as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre.

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

**Enclosures:**

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

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

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

SCHEDULE "E"

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

SOUTH WINDS DEVELOPMENT CO. INC.

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE

OF THE SECOND PART

SOLICITOR'S OPINION

FOR UTILITIES' EASEMENTS

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re: Subdivision Agreement (the "Phase I Subdivision Agreement") between South Winds Development Co. Inc. and the Municipality of Middlesex Centre dated the 18<sup>th</sup> day of October, 2017 pertaining to registered plan 33M -19930.

Easements transferred to a Utility

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_, designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_\_ day of \_\_\_\_\_, 2017 as Instrument No. ER \_\_\_\_\_ in favour of (Name of Utility). It is my solicitor's opinion that of (Name of Utility) has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances save and except any registrations in favour of the Municipality of Middlesex Centre.



**SCHEDULE "F"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**PHASE I WORKS****MUNICIPALITY REQUIREMENT FOR SERVICING**

1. All roads and services specified herein shall be designed and constructed in accordance with the plans referred to in paragraph 2 below and in accordance with current guidelines and standards prescribed by the Municipality.

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

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

- 2.1 Title of Plan or Drawing: General Servicing Plan Part 1  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 1 of 30  
Date of Plan or Drawing: February 10, 2017  
Date of Last Revision: September 2017  
Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.2 Title of Plan or Drawing: General Servicing Plan Part 2  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 2 of 30  
Date of Plan or Drawing: February 10, 2017  
Date of Last Revision: September 2017  
Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902

- 2.3 Title of Plan or Drawing: Sanitary Drainage Area Plan Part 1  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 3 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.4 Title of Plan or Drawing: Sanitary Drainage Area Plan Part 2  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 4 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.5 Title of Plan or Drawing: External Sanitary Drainage Area Plan  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 5 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.6 Title of Plan or Drawing: Storm Drainage Area Plan Part 1  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 6 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.7 Title of Plan or Drawing: Storm Drainage Area Plan Part 2  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 7 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: September 2017  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.8 Title of Plan or Drawing: External Storm Drainage Area Plan  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 8 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: September 2017  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.9 Title of Plan or Drawing: Sanitary Sewer Design Sheet  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 9 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.10 Title of Plan or Drawing: Storm Sewer Design Sheet  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 10 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902



- 2.11 Title of Plan or Drawing: Westbrook Drive STA 0+400 to STA 0+720  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 11 of 30  
 Date of Plan or Drawing: September 13, 2016  
 Date of Last Revision: September 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.12 Title of Plan or Drawing: Westbrook Drive STA 0+705 to STA 0+980  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 12 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: September 2017  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.13 Title of Plan or Drawing: Edgewater Boulevard STA 0+980 to STA 1+275  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 13 of 30  
 Date of Plan or Drawing: September 21, 2016  
 Date of Last Revision: September 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.14 Title of Plan or Drawing: Edgewater Boulevard STA 1+260 to STA 1+560  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 14 of 30  
 Date of Plan or Drawing: August 16, 2016  
 Date of Last Revision: March 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.15 Title of Plan or Drawing: Edgewater Boulevard STA 1+545 to STA 1+940  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 15 of 30  
 Date of Plan or Drawing: February 9, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.16 Title of Plan or Drawing: Emerson Drive STA 0+880 to STA 1+080  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 16 of 30  
 Date of Plan or Drawing: August 18, 2016  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.17 Title of Plan or Drawing: Crestview Drive  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 17 of 30  
 Date of Plan or Drawing: August 16, 2016  
 Date of Last Revision: August 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.18 Title of Plan or Drawing: Edgeview Crescent  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 18 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.19 Title of Plan or Drawing: Temporary Construction Access  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 19 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.20 Title of Plan or Drawing: Future Street from Waterside Drive  
 to Pumping Station  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 20 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: September 2017  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.21 Title of Plan or Drawing: CBMH1 – CBMH2 – CBMH3  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 21 of 30  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: May 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902



- 2.22 Title of Plan or Drawing: Stormwater Management Pond Plan  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 22 of 30  
 Date of Plan or Drawing: September 16, 2016  
 Date of Last Revision: September 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.23 Title of Plan or Drawing: Stormwater Management Pond Details  
 and Notes Plan  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 23 of 30  
 Date of Plan or Drawing: September 16, 2016  
 Date of Last Revision: August 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.24 Title of Plan or Drawing: Outlet Channel/Ravine Stabilization  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: 24 of 30  
 Date of Plan or Drawing: September 12, 2016  
 Date of Last Revision: September 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.25 Title of Plan or Drawing: Lot Grading and Erosion Sediment  
Control Plan - Plan Part 1  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 25 of 30  
Date of Plan or Drawing: February 10, 2017  
Date of Last Revision: September 2017  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.26 Title of Plan or Drawing: Lot Grading and Erosion Sediment  
Control Plan - Part 2  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 26 of 30  
Date of Plan or Drawing: February 10, 2017  
Date of Last Revision: September 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.27 Title of Plan or Drawing: Lot Grading and Erosion Sediment  
Control Plan - Part 3  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 27 of 30  
Date of Plan or Drawing: February 9, 2017  
Date of Last Revision: August 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902

- 2.28 Title of Plan or Drawing: Lot Grading and Erosion Sediment  
Control Plan - Part 4  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 28 of 30  
Date of Plan or Drawing: February 9, 2017  
Date of Last Revision: August 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.29 Title of Plan or Drawing: Lot Grading and Erosion Sediment  
Control Plan – Part 5 Notes and Details  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 29 of 30  
Date of Plan or Drawing: February 9, 2017  
Date of Last Revision: September 2017  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.30 Title of Plan or Drawing: Notes & Details  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: 30 of 30  
Date of Plan or Drawing: January 31, 2017  
Date of Last Revision: January 2017  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902



- 2.31 Title of Plan or Drawing: Surface Features Plan - Part 1  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SF-1  
 Date of Plan or Drawing: September 25, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.32 Title of Plan or Drawing: Surface Features Plan - Part 2  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SF-2  
 Date of Plan or Drawing: September 25, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.33 Title of Plan or Drawing: Street Lighting Plan - Part 1  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SL-1  
 Date of Plan or Drawing: December 15, 2016  
 Date of Last Revision: December 2016  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.34 Title of Plan or Drawing: Street Lighting Plan - Part 2  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SL-2  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: September 2017  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.35 Title of Plan or Drawing: Street Lighting Plan - Part 3  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SL-3  
 Date of Plan or Drawing: December 19, 2016  
 Date of Last Revision: December 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.36 Title of Plan or Drawing: Street Lighting Plan - Part 4  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SL-4  
 Date of Plan or Drawing: February 10, 2017  
 Date of Last Revision: September 2017  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.37 Title of Plan or Drawing: Street Lighting Plan Notes & Details  
 For Whom Prepared: Edgewater Estates  
 South Winds Development Co. Inc.  
 Author of Plan or Drawing: Land Development Solutions Engineering Inc.  
 Sealed by: Anthony H. Gubbels, P.Eng.  
 Author's Project No.: 1614-00005  
 Drawing or Sheet Number: SL-5  
 Date of Plan or Drawing: December 19, 2016  
 Date of Last Revision: December 2016  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

- 2.38 Title of Plan or Drawing: Glendon Drive Widening  
Removals and Proposed Plan  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: GD-1  
Date of Plan or Drawing: June 4, 2014  
Date of Last Revision: May 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.39 Title of Plan or Drawing: Glendon Drive Widening Pavement  
Marking & Traffic Management Plan  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: GD-2  
Date of Plan or Drawing: June 4, 2014  
Date of Last Revision: May 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902
- 2.40 Title of Plan or Drawing: Glendon Drive Widening Sections, Notes & Details  
For Whom Prepared: Edgewater Estates  
South Winds Development Co. Inc.  
Author of Plan or Drawing; Land Development Solutions Engineering Inc.  
Sealed by: Anthony H. Gubbels, P.Eng.  
Author's Project No.: 1614-00005  
Drawing or Sheet Number: GD-3  
Date of Plan or Drawing: June 4, 2014  
Date of Last Revision: May 2016  
Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
Broken Front Concession and part of road  
allowance between Concession 1 and Broken Front  
Concession in geographic Township of Lobo  
now Middlesex Centre  
County Planning File No.: 39T-MC0902



- 2.41 Title of Plan or Drawing: Street Tree Planting Plan  
 For Whom Prepared: South Winds Edgewater Estates 08237A  
 Author of Plan or Drawing: MHBC Planning Urban Design  
 & Landscape Architecture  
 Sealed by: Greg Johnstone, Landscape Architect  
 Author's Project No.: 08237A  
 Drawing or Sheet Number: TP01  
 Date of Plan or Drawing: April 20, 2015  
 Date of Last Revision: June 24, 2015  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.42 Title of Plan or Drawing: Street Tree Planting Details  
 For Whom Prepared: South Winds Edgewater Estates 08237A  
 Author of Plan or Drawing: MHBC Planning Urban Design  
 & Landscape Architecture  
 Sealed by: Greg Johnstone, Landscape Architect  
 Author's Project No.: 08237A  
 Drawing or Sheet Number: TP02  
 Date of Plan or Drawing: April 20, 2015  
 Date of Last Revision: June 24, 2015  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.43 Title of Plan or Drawing: SWM Pond Tree Planting Plan  
 For Whom Prepared: South Winds Edgewater Estates 08237A  
 Author of Plan or Drawing: MHBC Planning Urban Design  
 & Landscape Architecture  
 Sealed by: Greg Johnstone, Landscape Architect  
 Author's Project No.: 08237A  
 Drawing or Sheet Number: SWM1A  
 Date of Plan or Drawing: April 20, 2015  
 Date of Last Revision: June 24, 2015  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902
- 2.44 Title of Plan or Drawing: SWM Pond Shrub Planting Plan  
 For Whom Prepared: South Winds Edgewater Estates 08237A  
 Author of Plan or Drawing: MHBC Planning Urban Design  
 & Landscape Architecture  
 Sealed by: Greg Johnstone, Landscape Architect  
 Author's Project No.: 08237A  
 Drawing or Sheet Number: SWM2A  
 Date of Plan or Drawing: April 20, 2015  
 Date of Last Revision: June 24, 2015  
 Legal Description: Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 39T-MC0902

2.45 Title of Plan or Drawing: SWM Pond Details  
 For Whom Prepared: South Winds Edgewater Estates 08237A  
 Author of Plan or Drawing: MHBC Planning Urban Design  
 & Landscape Architecture  
 Sealed by: Greg Johnstone, Landscape Architect  
 Author's Project No.: 08237A  
 Drawing or Sheet Number: SWM3A  
 Date of Plan or Drawing: April 20, 2015  
 Date of Last Revision: June 24, 2015  
 Legal Description; Part Lots 7 and 8, Concession 1 and part Lot 7  
 Broken Front Concession and part of road  
 allowance between Concession 1 and Broken Front  
 Concession in geographic Township of Lobo  
 now Middlesex Centre  
 County Planning File No.: 391-MC0902

To facilitate registration of such Phase I Subdivision Agreement on title to the Phase I Land, photo reduced copies of the plans and drawings referred to above in this paragraph 2 are attached as Schedule "F" to such Phase I Subdivision Agreement; full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours.

#### PLANS AND DRAWINGS LISTED IN SCHEDULE "F"

3. The approval of the plans and drawings listed in paragraph 2 of this Schedule "F" (herein referred to as the "Servicing Plans"), together with the general specifications in this Schedule "F", shall in no way be construed as limiting or in any restricting the discretion given to the Municipal Engineer to approve or amend the final materials submitted by the Subdivider for such purposes nor as limiting or restricting the discretion given the Ministry of the Environment and Climate Change or the Conservation Authority with respect to the approvals required of them in connection with the Phase I Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

#### CONTINUING DISCRETION OF MUNICIPAL ENGINEER

4. The Servicing Plans, together with the general specifications in this Schedule "F" shall in no way be construed as limiting or in any restricting the discretion given to the Municipal Engineer to approve or amend the final materials submitted by the Subdivider for such purposes nor as limiting or restricting the discretion given the Ministry of the Environment and Climate Change or the Conservation Authority with respect to the approvals required of them in connection with the Phase I Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

#### ROADWAYS

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

#### STREET SIGNS AND TRAFFIC SIGNS

6. The Subdivider shall provide street signs and traffic signs at every road intersection as shown on the Phase I Plan. Street signs shall have double name plates. The type and method of installation shall be in accordance with specifications of the Municipality and as otherwise required by the Municipal Engineer.

#### CONSTRUCTION AND EMERGENCY ACCESS

7. The Subdivider shall satisfy the requirements of paragraph 28 of the Subdivision Agreement.



**TURNING LANES ON GLENDON DRIVE**

8. The Owner shall be required to enter into an agreement with the County of Middlesex for the construction of right and left turn lanes on County Road 14 (Glendon Drive) where the temporary construction road access is proposed to the subdivision lands. All costs with regards to the design and construction of these lanes will be borne by the Owner.

**STORM SEWERS**

9. The Subdivider shall install storm sewers, with appurtenances, catch basins and leads sufficient to drain the Phase I Land properly and to drain abutting real property as required by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:
- 9.1 The Subdivider shall provide connections for any future storm sewers as may be required by the Municipal Engineer;
- 9.2 For the purpose of any drainage work that in the opinion of the Municipal Engineer is or may be required to furnish sufficient outlet for storm water or to protect any natural watercourse, the Subdivider shall provide the Municipality with all easements across the Land as provided in the said Phase I Subdivision Agreement;
- 9.3 Stormwater drainage shall be managed in a manner acceptable to and approved by the Ministry of the Environment and Climate Change, the Conservation Authority and the Municipality;
- 9.4 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and disk (DVD) for all storm sewers; and
- 9.5 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.

**WATERMAINS**

10. Subdivider shall construct and install watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each lot line generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer. In connection with such water works, the following provisions apply:
- 10.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently American Water Canada Corp.).
- 10.2 The Subdivider shall reimburse the Municipality for all related costs.
- 10.3 No connection of any such water works may be made to pre-existing Municipal water distribution systems without the prior written approval of the Municipal Engineer which approval shall not be given unless and until
- 10.3.1 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been tested in accordance with current Middlesex Centre and Ministry of the Environment and Climate Change Standards; and
- 10.3.2 the Subdivider's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new water mains and services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of the Environment and Climate Change Standards. Such such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer.



**SANITARY SEWERS**

11. The Subdivider shall undertake the works necessary, in the opinion of the Municipal Engineer, to provide a sanitary sewer system, including private service connections to each lot as shown on the Phase I 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 Ministry of the Environment and Climate Change. In connection with the sanitary sewer work, the following provisions apply:
- 11.1 Accompanied with the Interim Completion Certificate referred to in paragraph 44 of the Phase I Subdivision Agreement shall be a sewer video inspection report and disk (DVD) for all sanitary sewers; and
- 11.2 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.

**FIRE HYDRANTS**

12. The Subdivider 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. The Subdivider shall undertake inspection of the fire hydrants to ensure service of such with all costs, including third party costs, being at the expense of the Subdivider.

**GRADING**

13. All roads, lots and blocks as shown on the Phase I Plan shall be graded to permit surface water to run off from all areas and from adjoining properties so as to reach either the road gutters, municipal drains, ditches or natural water courses all in accordance with the Servicing Plan as submitted by the Subdivider and approved by the Municipality, the Ministry of the Environment and Climate Change and the Conservation Authority.

**ROAD ALLOWANCE LANDSCAPING**

14. The Subdivider shall topsoil, to a depth of at least 10 centimetres (4.0 inches), and seed or sod the portion of the road allowance lying between the lot line of a lot and the curb, and plant a native (2" in diameter) tree or a tree of equivalent standard and found acceptable by the Municipal Engineer on the said road allowance and also shall construct the portion of the driveway from the curb to the lot line of each lot to the specifications of the Municipality. The Subdivider shall ensure that this work is done after the building is completed and to the satisfaction of the Municipal Engineer.

**UNOPENED ROAD ALLOWANCE LANDSCAPING**

15. The Subdivider shall topsoil, to a depth of at least 10 centimetres (4.0 inches), and seed or sod and erect such barriers in accordance with the approved servicing drawings at all of the road allowances which are not to be assumed by the Municipality and are to remain unopened road allowances.

**STREET LIGHTING**

16. The Subdivider shall construct and install street lights generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer.

**STORMWATER MANAGEMENT PLAN**

17. The Subdivider shall satisfy the requirements of paragraph 18 of the Subdivision Agreement.

**UTILITIES**

18. The Subdivider shall arrange to have Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operation and such other utility companies as the Municipality may designate to design and install, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with paragraph 30 of the Agreement to which this Schedule is attached.

**WATER SPRINGS**

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

**SIDEWALKS**

20. The Subdivider shall construct and install, to the satisfaction of the Municipal Engineer, sidewalks to the Municipal minimum standards with regard to sidewalk requirements, generally as shown on the Servicing Plans and specifically as required by the Municipal Engineer.

**WALKWAY**

21. The Subdivider shall construct and install, to the satisfaction of the Municipal Engineer, a concrete walkway with a minimum width of three (3) metres on Block 149 as shown on the Phase I Plan with the said walkway extended to the edge of curb and shall extend along the entire length from the westerly to the easterly boundaries of the said Block. The Subdivider shall install a commercial grade chain link fence 1.5 metres (5 feet) in height along the north and south boundaries of the above-noted walkway to the satisfaction Municipal Engineer. The Subdivider shall also install two pairs of bollards to control access, at each end of Block 149 as shown on the Phase I Plan, all to the satisfaction of the Municipal Engineer.

**FENCING**

22. The Subdivider shall construct and install, to the satisfaction of the Municipal Engineer, fencing generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer and the following provisions shall apply:
- 22.1 A 1.5 metre fence shall be constructed, without any gates, adjacent to the east boundary of lots 60 to 65, inclusive, and to the south boundary of lots 81 to 85, 86 to 95, and 155 to 157 inclusive, as shown on the Phase I Plan; such fence shall be either chain link or some alternative form of security fencing as may be approved by the Municipal Engineer.

**PUBLIC RECREATIONAL TRAIL**

23. The Subdivider shall satisfy the requirements of clause 28.12 of the Subdivision Agreement as to the installation and construction of a Public Recreational Trail for use by the public on the Public Recreational Trail generally as shown on the Servicing Plans and specifically as required by the Municipal Engineer. The Municipality agrees that South Winds is funding the construction of the Public Recreational Trail and such costs are eligible to be funded out of development charges in accordance with the Development Charges Background Study.

**SCHEDULE "G"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

B E T W E E N:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**UNDERTAKING BY SUBDIVIDER'S ENGINEERS**

TO: Municipality of Middlesex Centre

AND TO: IBI Group,  
350 Oxford Street, West, Suite 203,  
London, Ontario N6H 1T3

Consulting Engineers to the Municipality of Middlesex Centre

FROM: Anthony Gubbels, P.Eng.  
Land Development Solutions Engineering Inc.  
2070 Huron Street East, Suite A, London, Ontario N5V 5A7

Consulting Engineers to South Winds Development Co. Inc.

Re: Subdivision Agreement between South Winds Development Co. Inc. and the Municipality of Middlesex Centre and dated the 18<sup>th</sup> day of October, 2017 (hereinafter referred to as the "Subdivision Agreement").

The undersigned hereby represents and warrants that the undersigned is a member in good standing of the Association of Professional Engineers of Ontario and that the undersigned has been retained by South Winds Development Co. Inc. in connection with the Subdivision Agreement and all works required thereby. As required by the Subdivision Agreement the undersigned hereby undertakes to the Municipality of Middlesex Centre and to its above mentioned consulting engineers as follows:

To design the works as described in the Subdivision Agreement and the Schedules thereto,

To prepare all necessary contracts for the works,

To obtain all necessary approvals for the works in cooperation with the Municipality of Middlesex Centre,

To act as the representative of South Winds Development Co. Inc. in all matters pertaining to the construction and installation of the works,

To supervise the construction of the works,

To schedule the timing of the construction of the works,

To maintain all records of the construction of the works,

To prepare and furnish "as constructed" drawings of the works as required by the Subdivision Agreement.



The undersigned agrees that the undersigned will immediately advise the Municipality of Middlesex Centre and its above mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from South Winds Development Co. Inc.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**SCHEDULE "H"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

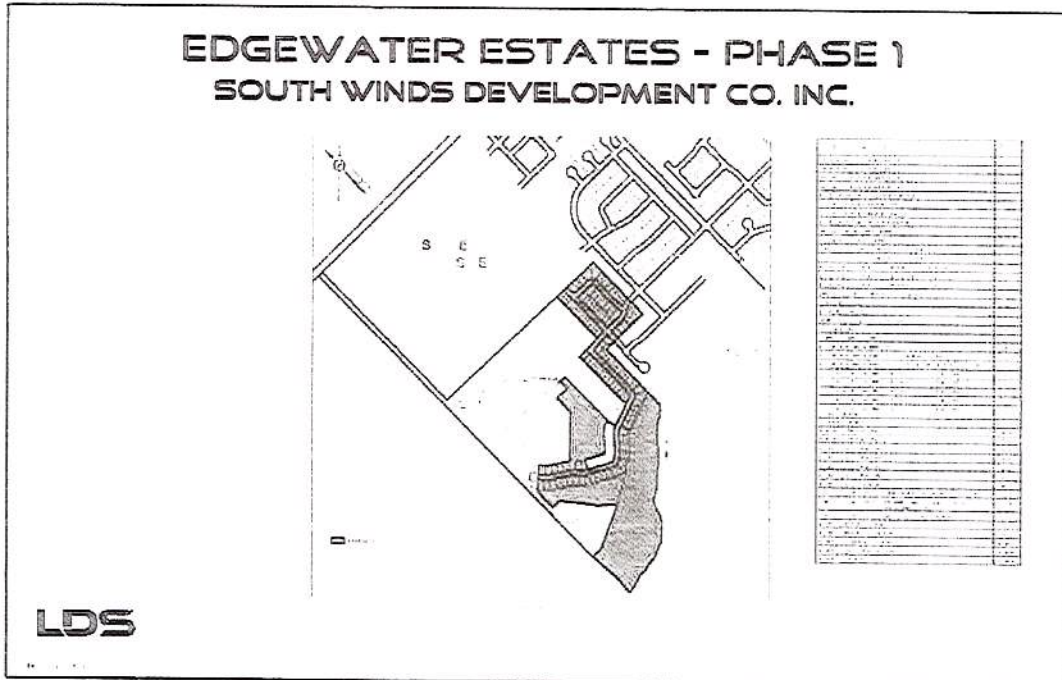
- and -

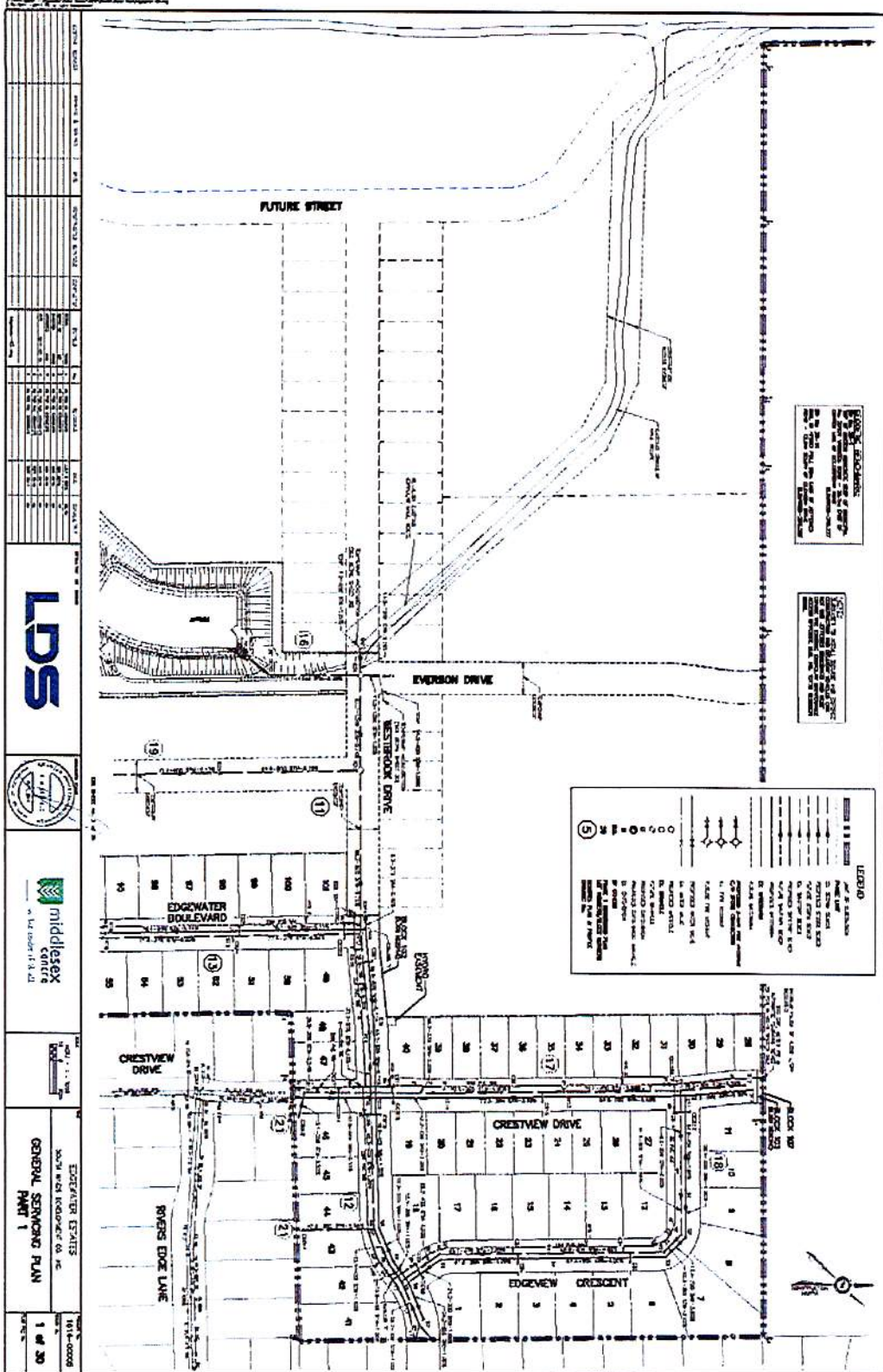
**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

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

To facilitate registration of the Subdivision Agreement to which this Schedule "H" is attached, including all other Schedules attached to such Subdivision Agreement, the following photo reduced copies of the plans and drawings referred to in paragraph 2 of Schedule "H" to such Subdivision Agreement are provided in this Schedule "H". Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar requires the removal of some or all of the following photo reduced copies of the plans and drawings in order for the Subdivision Agreement to be registered, the parties agree that such any photo reduced copies required to be removed by the Land Registrar may be removed from the registered copy of the Subdivision Agreement.





**LDS**

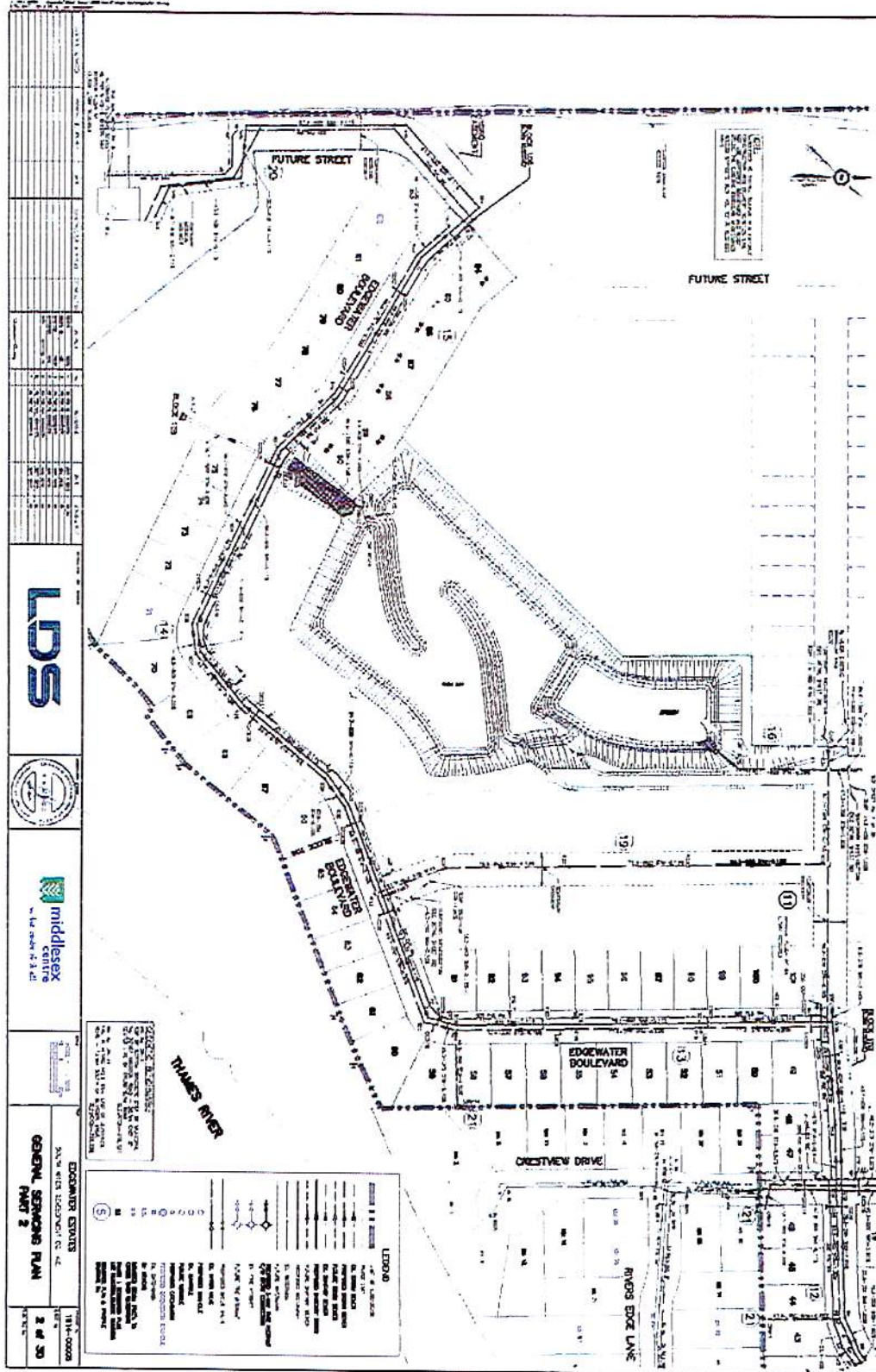


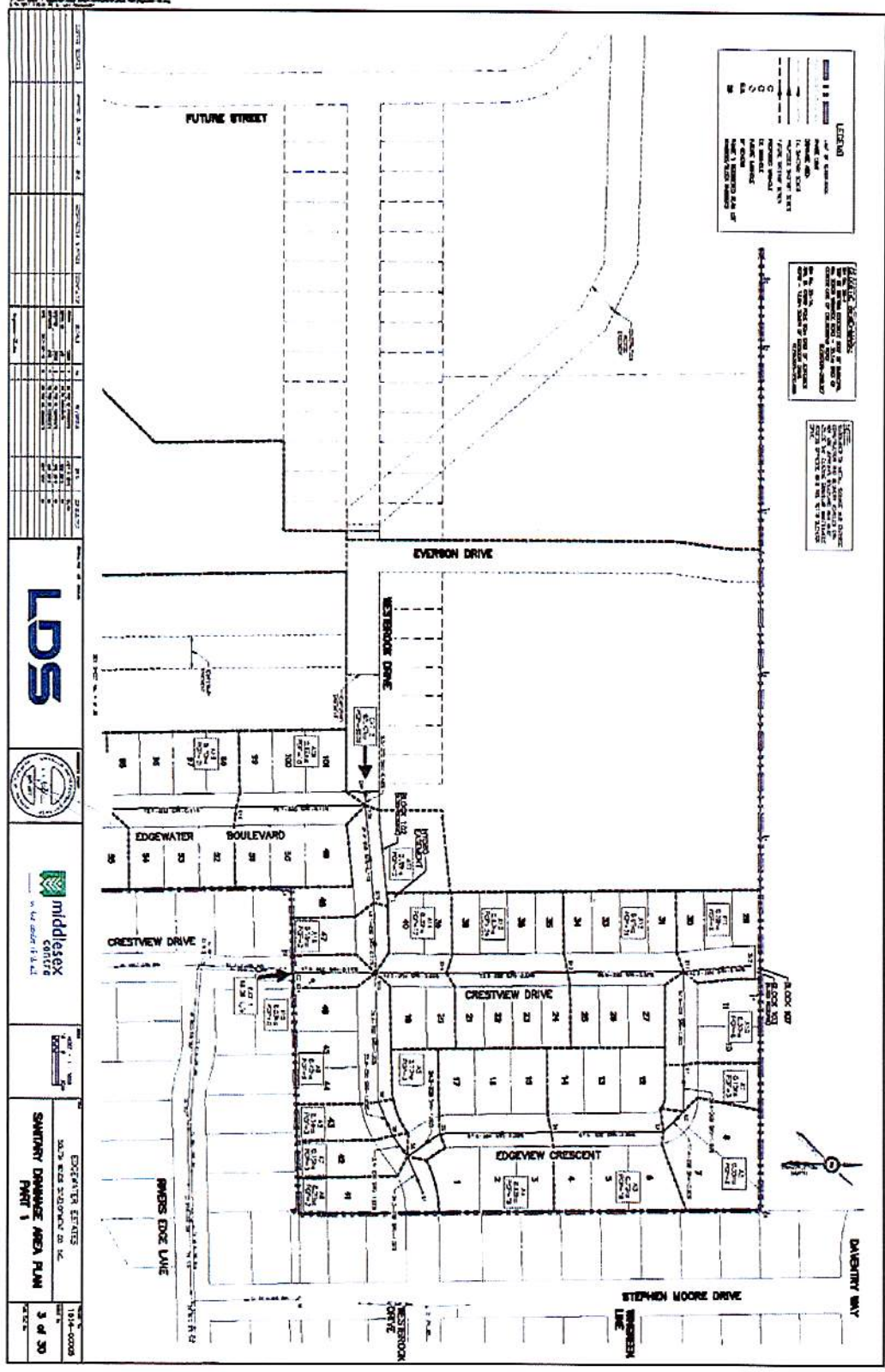
**middlesex centre**  
A Division of The Edgewater Estates Development Corporation

**EDGEWATER ESTATES**  
1000 GARDEN ST. N.W.  
DALLAS, TEXAS 75243  
TELEPHONE (214) 342-0000

**GENERAL SERVICES PLAN**  
PART 1  
1 of 20







**LEGEND**

---	Lot Boundary
---	Proposed Lot Boundary
---	Proposed Building Footprint
---	Proposed Parking Area
---	Proposed Driveway
---	Proposed Easement
---	Proposed Right-of-Way
---	Proposed Street
---	Proposed Utility Line
---	Proposed Fence
---	Proposed Wall
---	Proposed Gate
---	Proposed Sign
---	Proposed Light Pole
---	Proposed Tree
---	Proposed Planting Area
---	Proposed Storm Drain
---	Proposed Sewer Line
---	Proposed Water Line
---	Proposed Gas Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable Line
---	Proposed Other Utility Line

**NOTICE TO CONTRACTORS:**  
 THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED AS A CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

**NOTICE TO OWNER:**  
 THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED AS A CONTRACT DOCUMENT. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	11/15/11	...
2	...	...	...
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4	...	...	...
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**LDS**

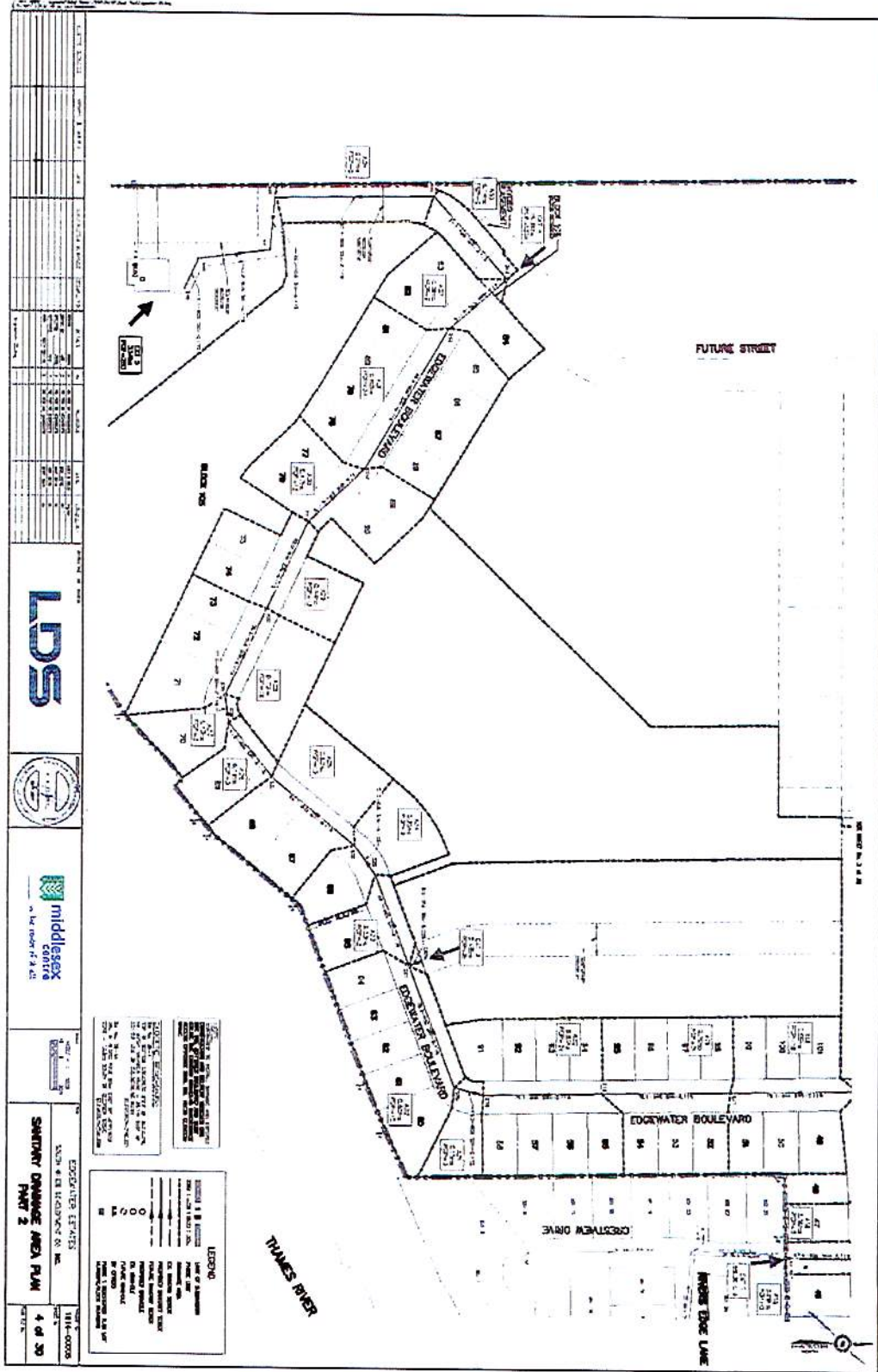


**Middlesex**  
 COUNTY  
 OFFICE

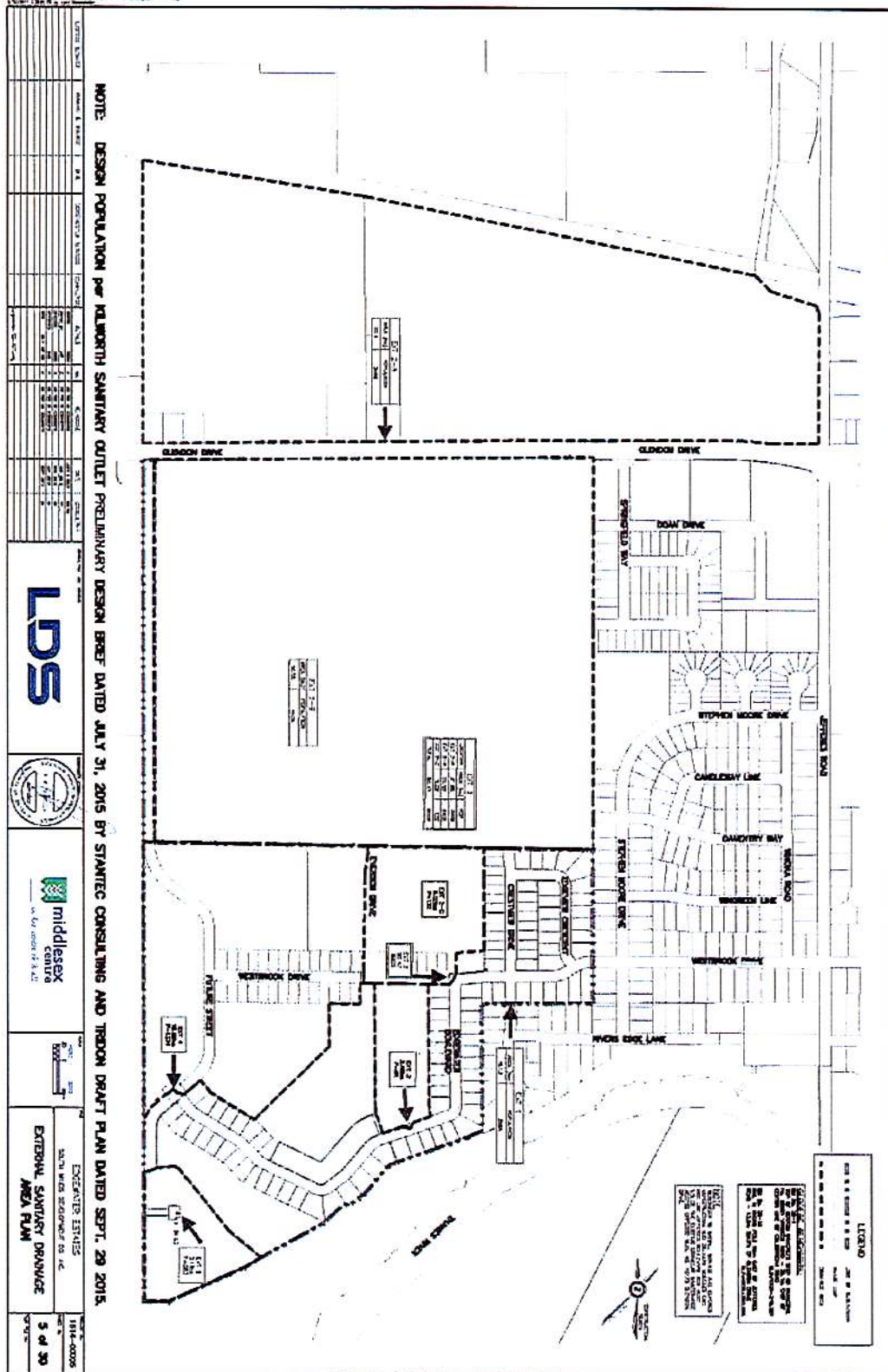
**EDGEMOUNT ESTATES**  
 5000 EIGHTH AVENUE, N.E.  
 WASHINGTON, D.C. 20004

**EDGEMOUNT ESTATES**  
 SANITARY DRAINAGE AREA PLAN  
 PART 1

3 of 30







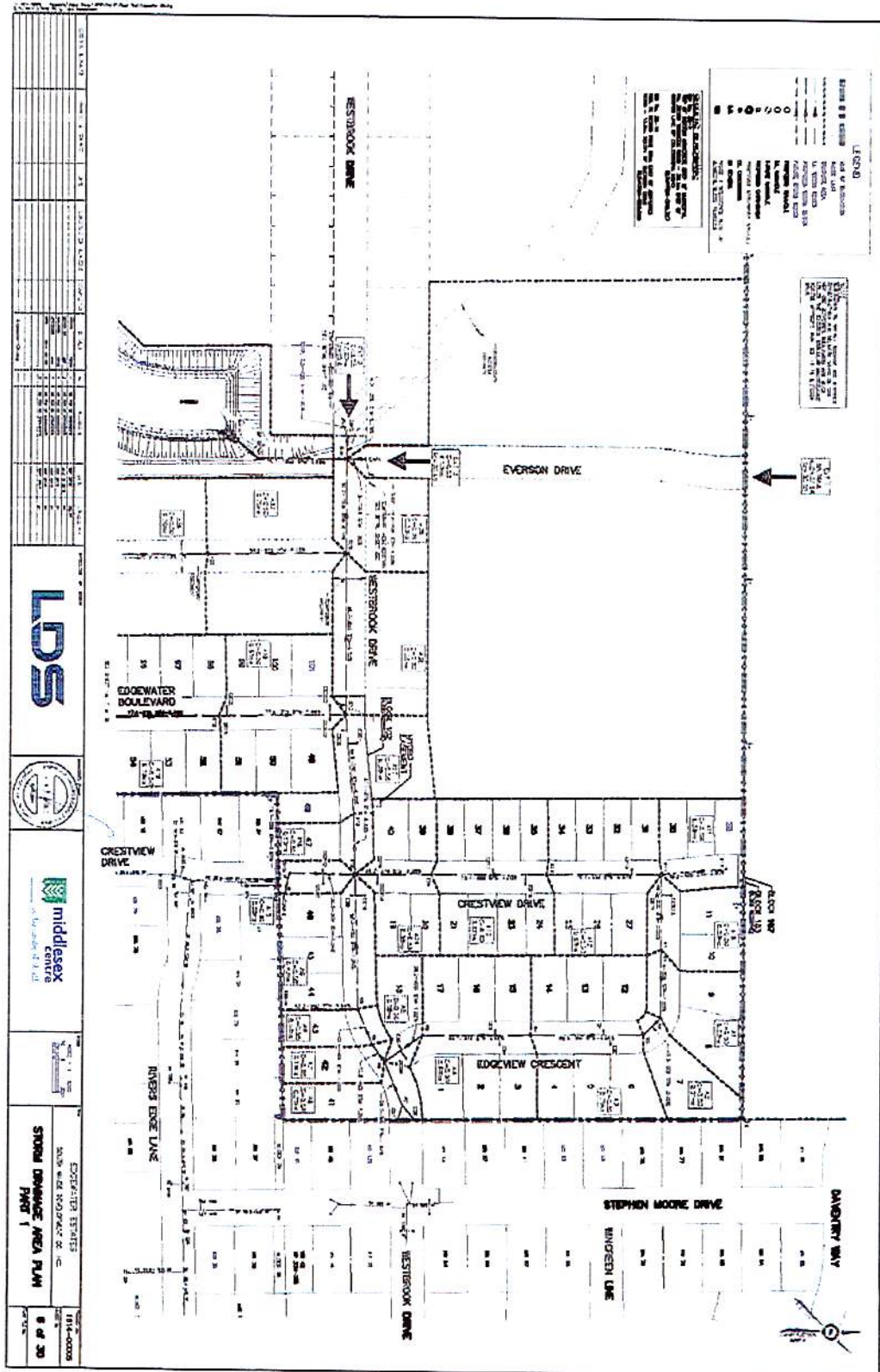
NOTE: DESIGN POPULATION PER ELWORTH SANITARY OUTLET PRELIMINARY DESIGN BRIEF DATED JULY 31, 2015 BY STANTEC CONSULTING AND TROON DRAFT PLAN DATED SEPT. 28 2015.

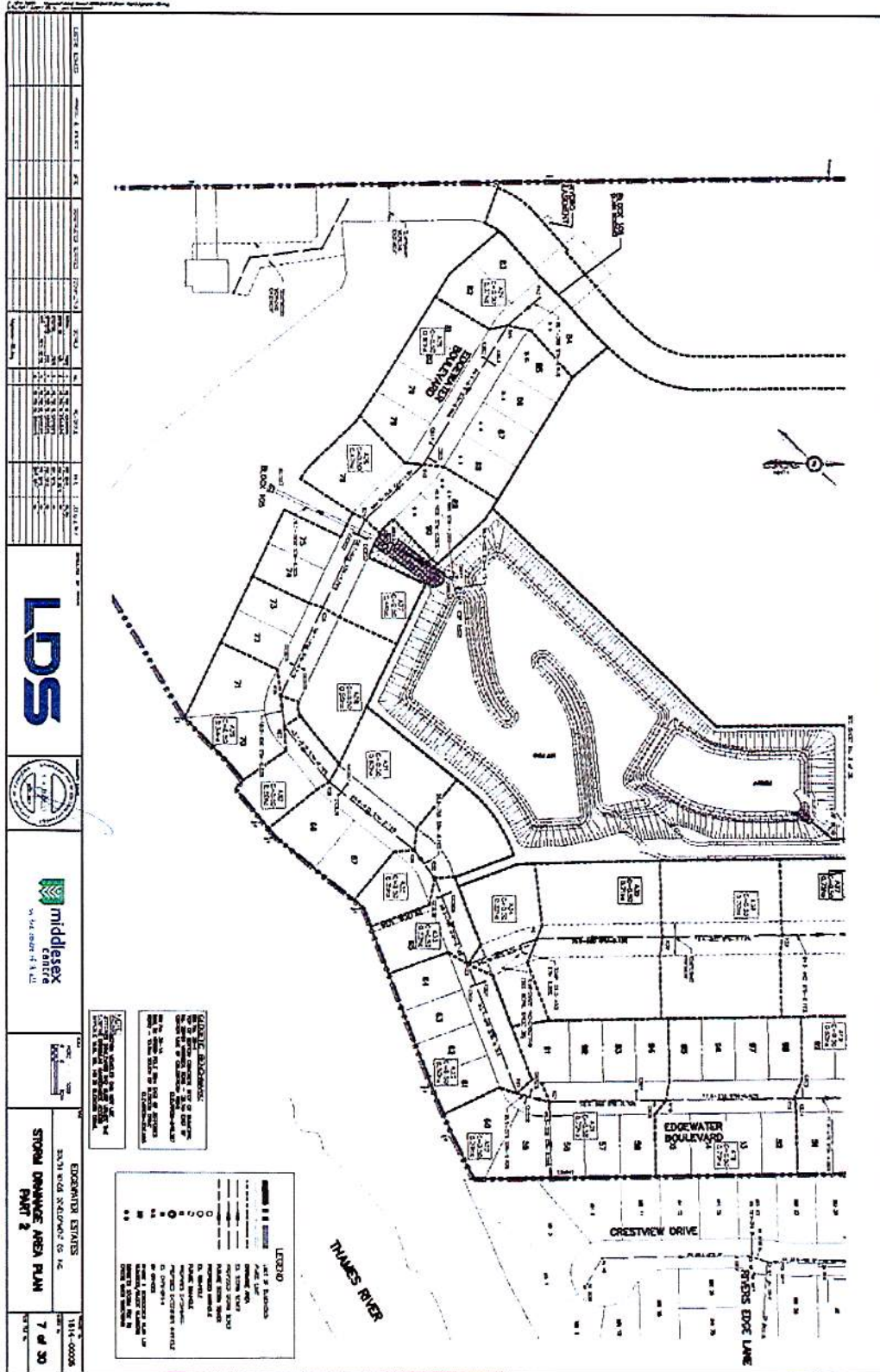
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09/28/15	30	[Signature]	ISSUED FOR PERMIT



EXPIRED ESTIMES  
SOUTH WEST REGIONAL CO. LLC  
EXTERNAL SANITARY DRAINAGE  
AREA PLAN

1814-0006  
5 of 30





DATE	DESCRIPTION	BY	CHECKED
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7 of 30			

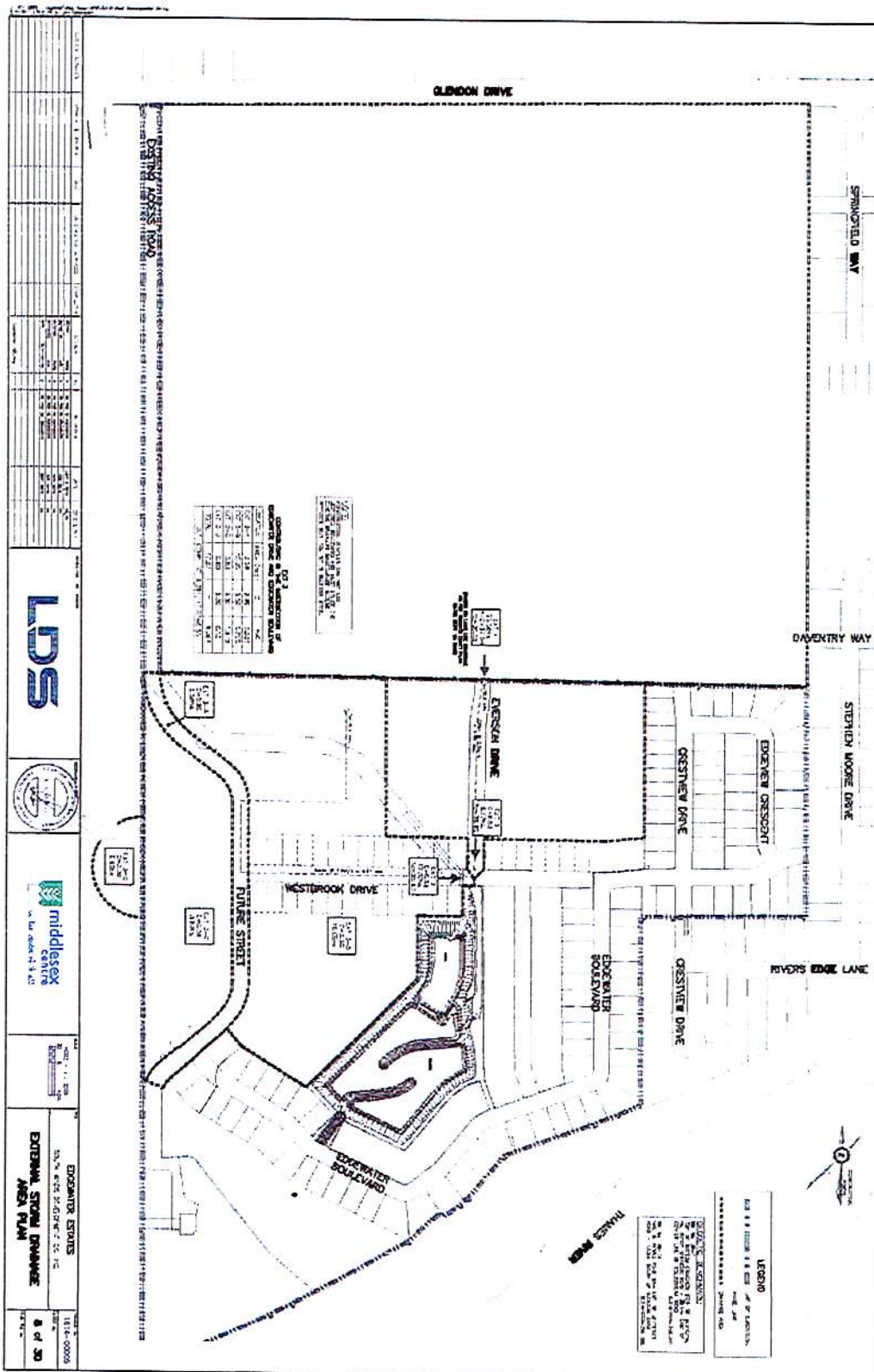
**SGS**

**middlesex**  
centre  
1000 SHEPPARD AV. E. UNIT 100  
SCARBOROUGH, ONT. M1B 3Y9

**Edgewater Estates**  
Storm Drainage Area Plan  
Part 2

- LEGEND**
- MANHOLE
  - CATCH BASIN
  - STORM DRAIN
  - PIPE
  - VALVE
  - STRUCTURE
  - PROPERTY LINE
  - STREET
  - PROPERTY
  - THAMES RIVER





**CONTRACTOR'S LIST**

NO.	NAME	ADDRESS	TELEPHONE
1	URS	1100 WEST...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...

**LEGEND**

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[Symbol]	PROPOSED

DATE: 10/1/2003  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

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**LDS**

middlesex  
centre  
1100 WEST...

EXHIBIT STORM DRAINAGE AREA PLAN

8 OF 30

**SANITARY SEWER DESIGN SHEET**

**WINDHAM CENTER**

SHEETS: 9 OF 30

DATE: 01/13/2023

SCALE: AS SHOWN

PROJECT NO: 23-01

DRAWN BY: [Name]

CHECKED BY: [Name]

LINE	DESCRIPTION	START	END	INVERT	OUTLET	SLOPE	LENGTH	MANHOLE	PIPING	VALVE	OTHER	REMARKS
1	4" PVC	1+00	1+15	2.00	2.00	0.00	15.00	1				
2	4" PVC	1+15	1+30	2.00	2.00	0.00	15.00	2				
3	4" PVC	1+30	1+45	2.00	2.00	0.00	15.00	3				
4	4" PVC	1+45	1+60	2.00	2.00	0.00	15.00	4				
5	4" PVC	1+60	1+75	2.00	2.00	0.00	15.00	5				
6	4" PVC	1+75	1+90	2.00	2.00	0.00	15.00	6				
7	4" PVC	1+90	1+05	2.00	2.00	0.00	15.00	7				
8	4" PVC	1+05	1+20	2.00	2.00	0.00	15.00	8				
9	4" PVC	1+20	1+35	2.00	2.00	0.00	15.00	9				
10	4" PVC	1+35	1+50	2.00	2.00	0.00	15.00	10				
11	4" PVC	1+50	1+65	2.00	2.00	0.00	15.00	11				
12	4" PVC	1+65	1+80	2.00	2.00	0.00	15.00	12				
13	4" PVC	1+80	1+95	2.00	2.00	0.00	15.00	13				
14	4" PVC	1+95	2+10	2.00	2.00	0.00	15.00	14				
15	4" PVC	2+10	2+25	2.00	2.00	0.00	15.00	15				
16	4" PVC	2+25	2+40	2.00	2.00	0.00	15.00	16				
17	4" PVC	2+40	2+55	2.00	2.00	0.00	15.00	17				
18	4" PVC	2+55	2+70	2.00	2.00	0.00	15.00	18				
19	4" PVC	2+70	2+85	2.00	2.00	0.00	15.00	19				
20	4" PVC	2+85	3+00	2.00	2.00	0.00	15.00	20				
21	4" PVC	3+00	3+15	2.00	2.00	0.00	15.00	21				
22	4" PVC	3+15	3+30	2.00	2.00	0.00	15.00	22				
23	4" PVC	3+30	3+45	2.00	2.00	0.00	15.00	23				
24	4" PVC	3+45	3+60	2.00	2.00	0.00	15.00	24				
25	4" PVC	3+60	3+75	2.00	2.00	0.00	15.00	25				
26	4" PVC	3+75	3+90	2.00	2.00	0.00	15.00	26				
27	4" PVC	3+90	4+05	2.00	2.00	0.00	15.00	27				
28	4" PVC	4+05	4+20	2.00	2.00	0.00	15.00	28				
29	4" PVC	4+20	4+35	2.00	2.00	0.00	15.00	29				
30	4" PVC	4+35	4+50	2.00	2.00	0.00	15.00	30				
31	4" PVC	4+50	4+65	2.00	2.00	0.00	15.00	31				
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38	4" PVC	5+55	5+70	2.00	2.00	0.00	15.00	38				
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55	4" PVC	8+10	8+25	2.00	2.00	0.00	15.00	55				
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57	4" PVC	8+40	8+55	2.00	2.00	0.00	15.00	57				
58	4" PVC	8+55	8+70	2.00	2.00	0.00	15.00	58				
59	4" PVC	8+70	8+85	2.00	2.00	0.00	15.00	59				
60	4" PVC	8+85	9+00	2.00	2.00	0.00	15.00	60				



middlesex  
COUNTY  
SANITARY SEWER DESIGN SHEET  
1818-0000  
9 of 30



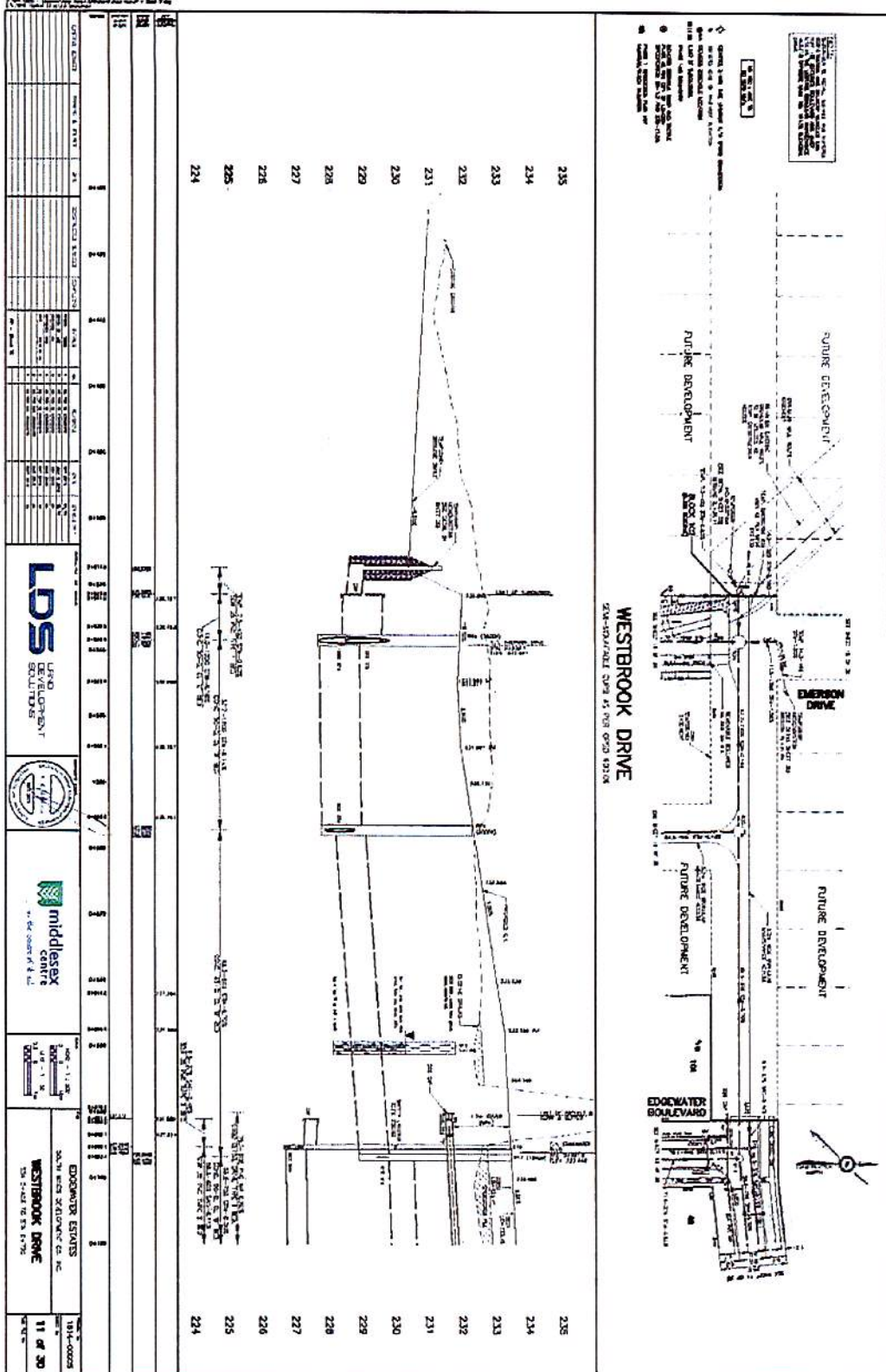
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6	6-Bedroom	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
7	7-Bedroom	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
8	8-Bedroom	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
9	9-Bedroom	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
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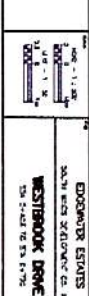
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 2011 AND 2012  
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10 of 20

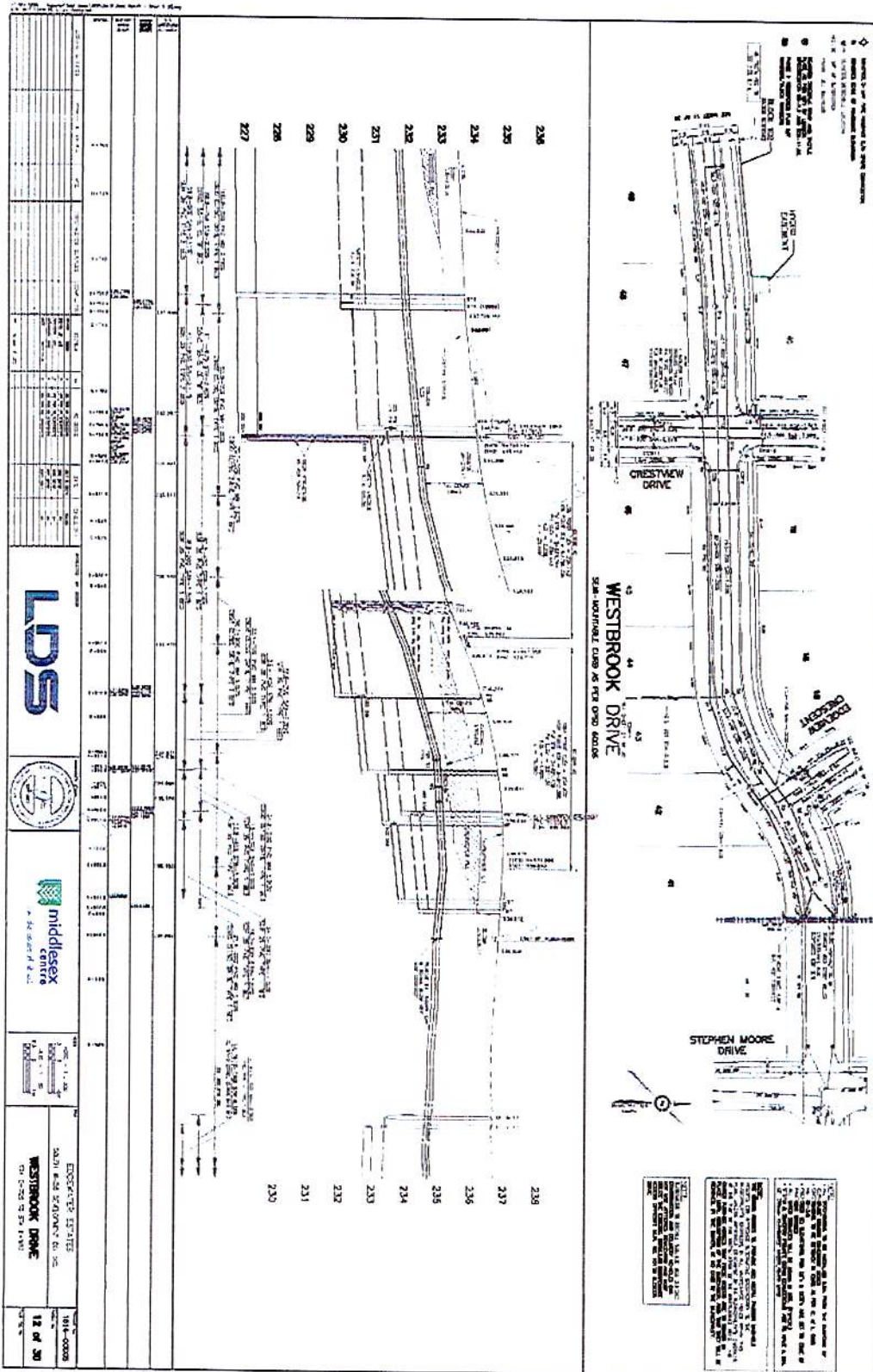




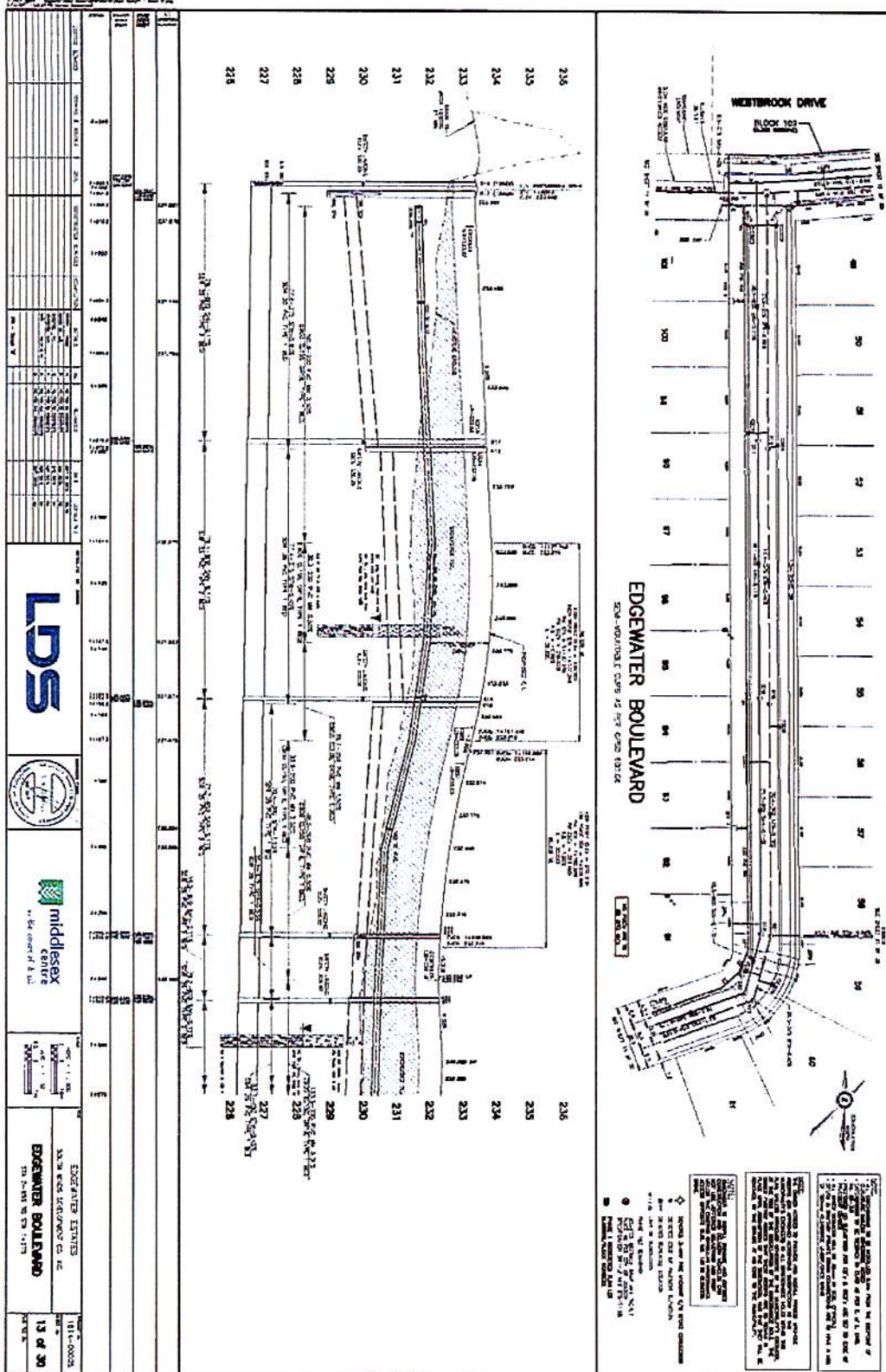
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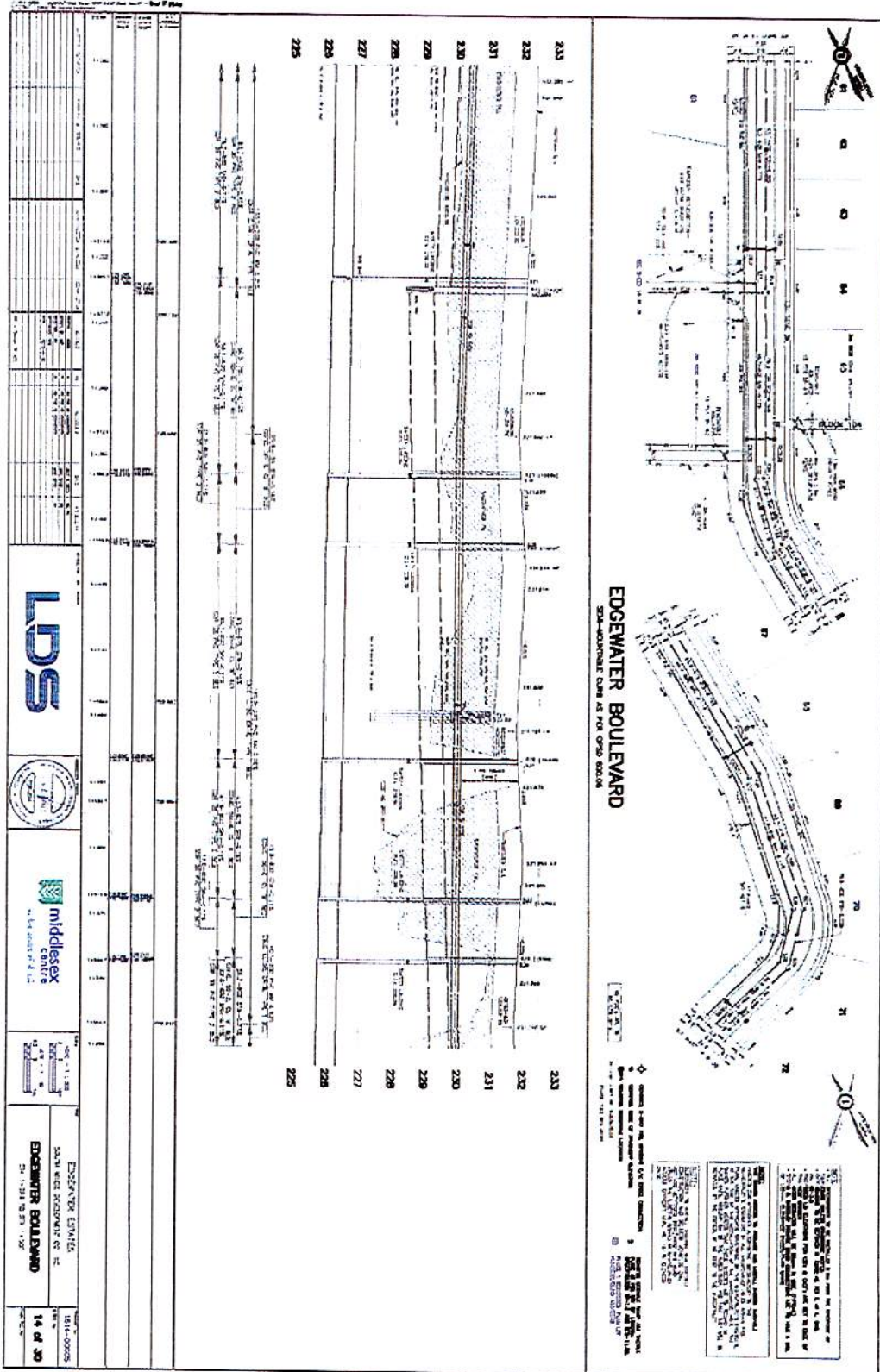
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11 of 30

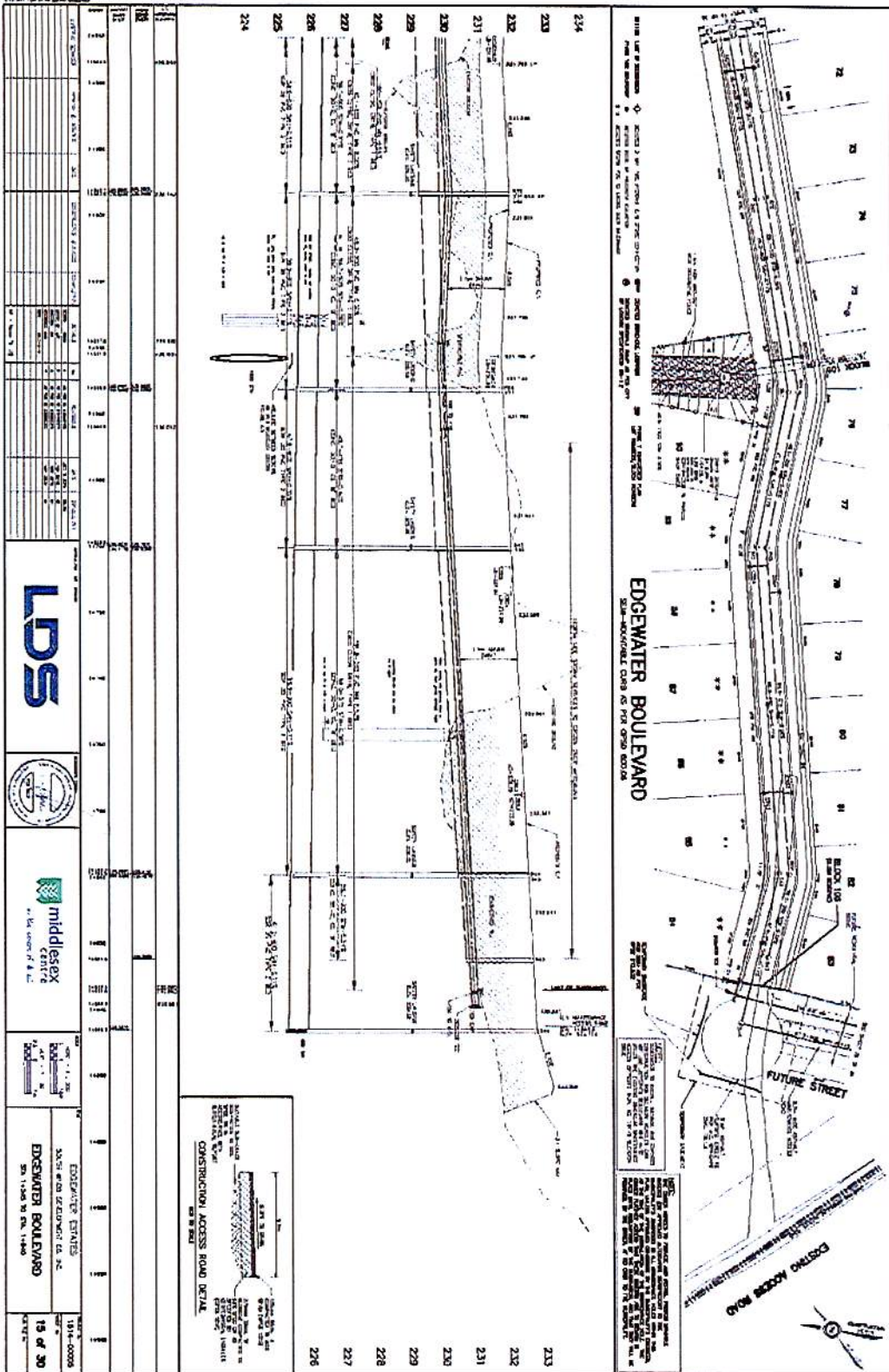












**LDS**

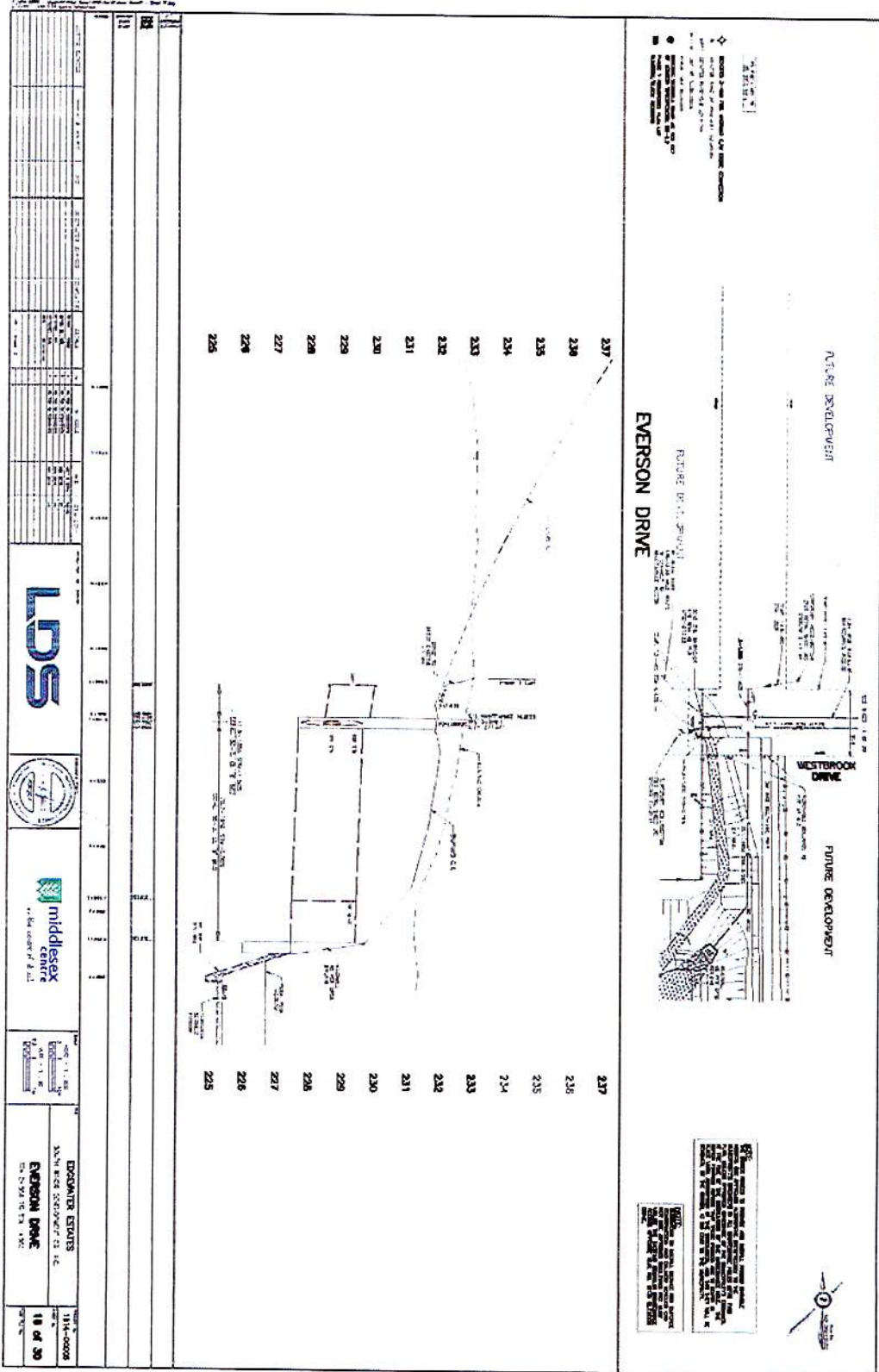


**middlesex**  
 CENTRE  
 11111 Middlesex Ave. # 100  
 Middlesex, NJ 08846



**EDGEWATER ESTATES**  
 1514-0006  
 EDGEWATER BOULEVARD  
 224-234

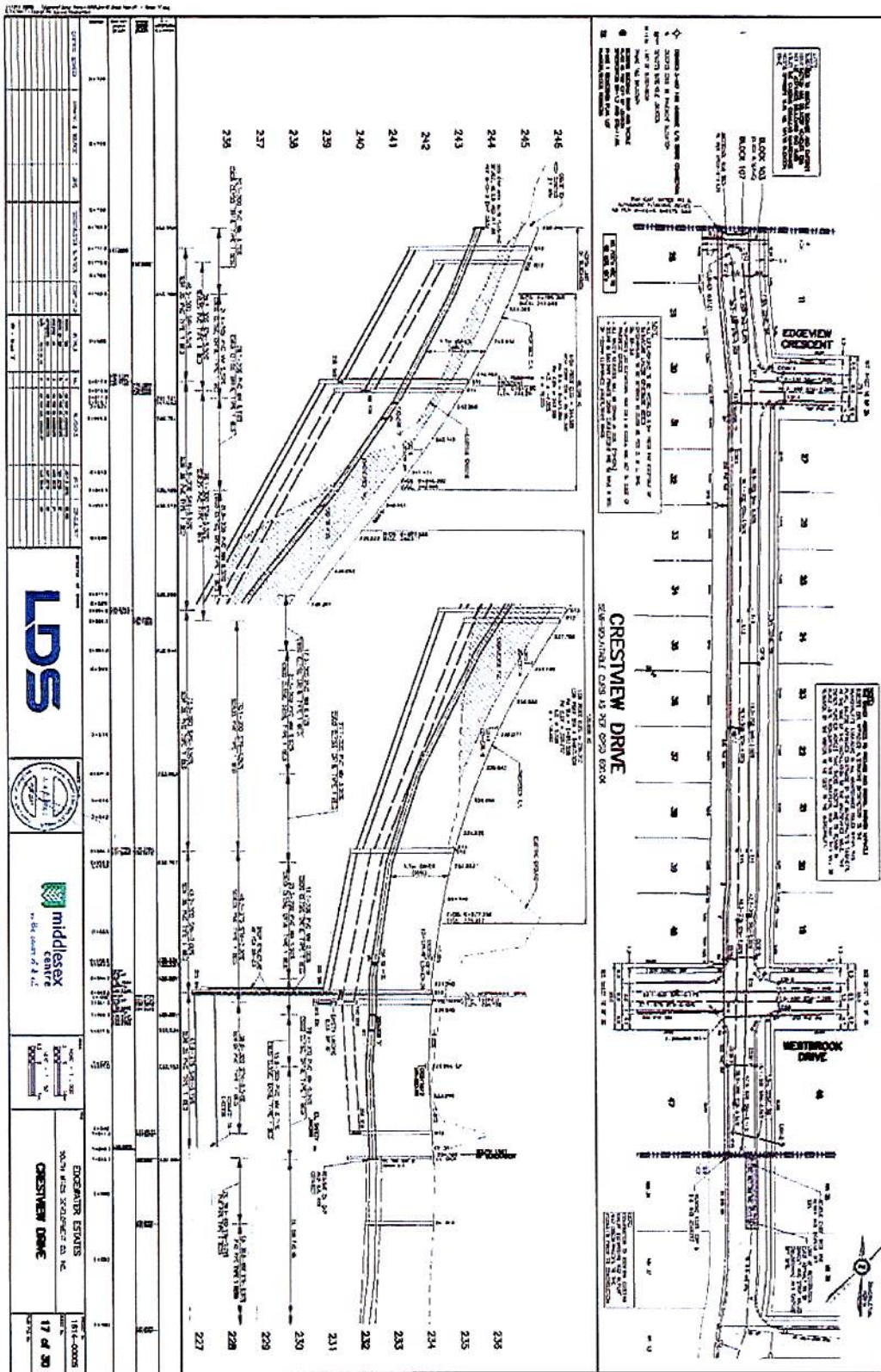
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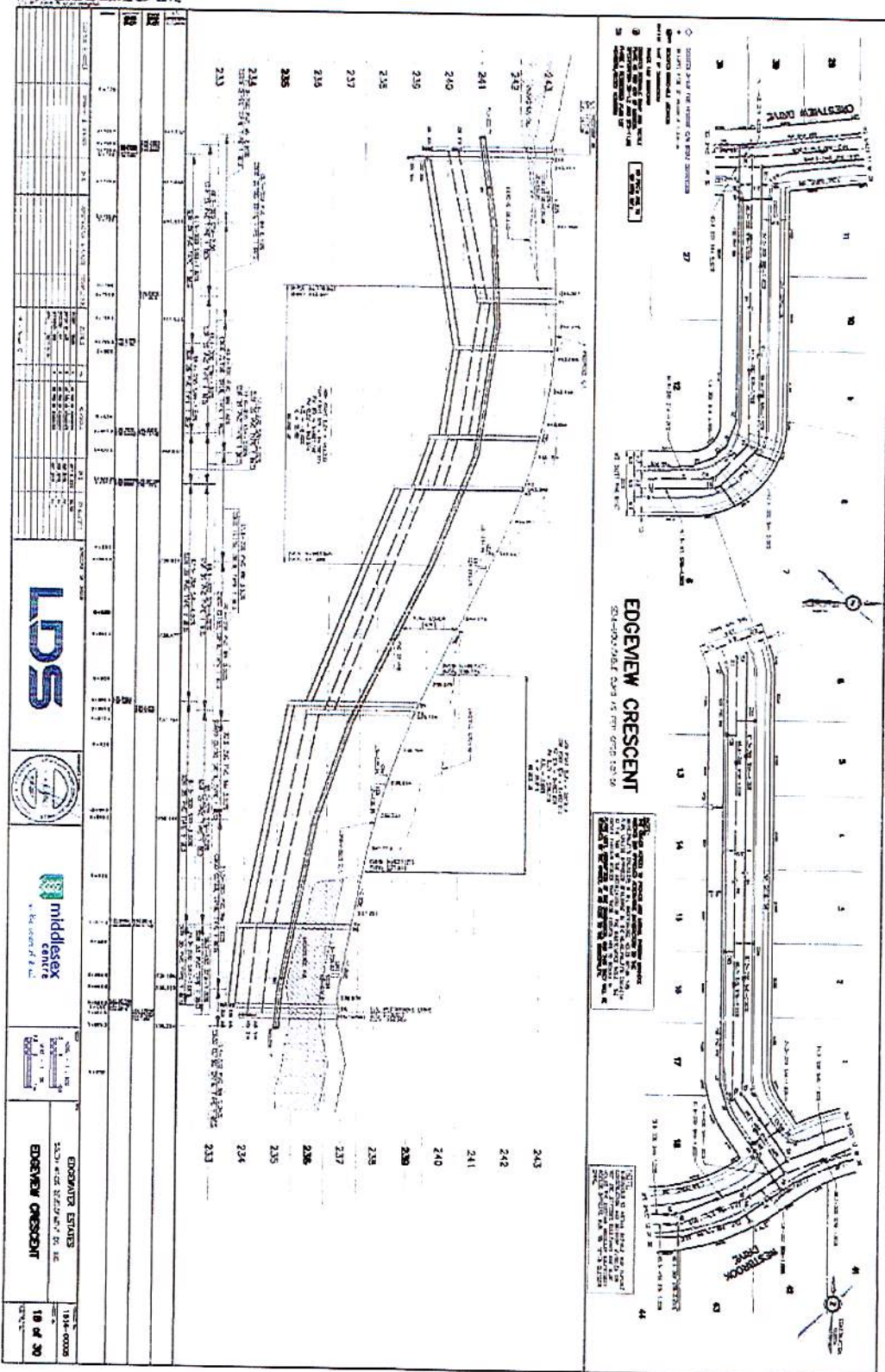


EVERSON DRIVE  
 18 OF 30

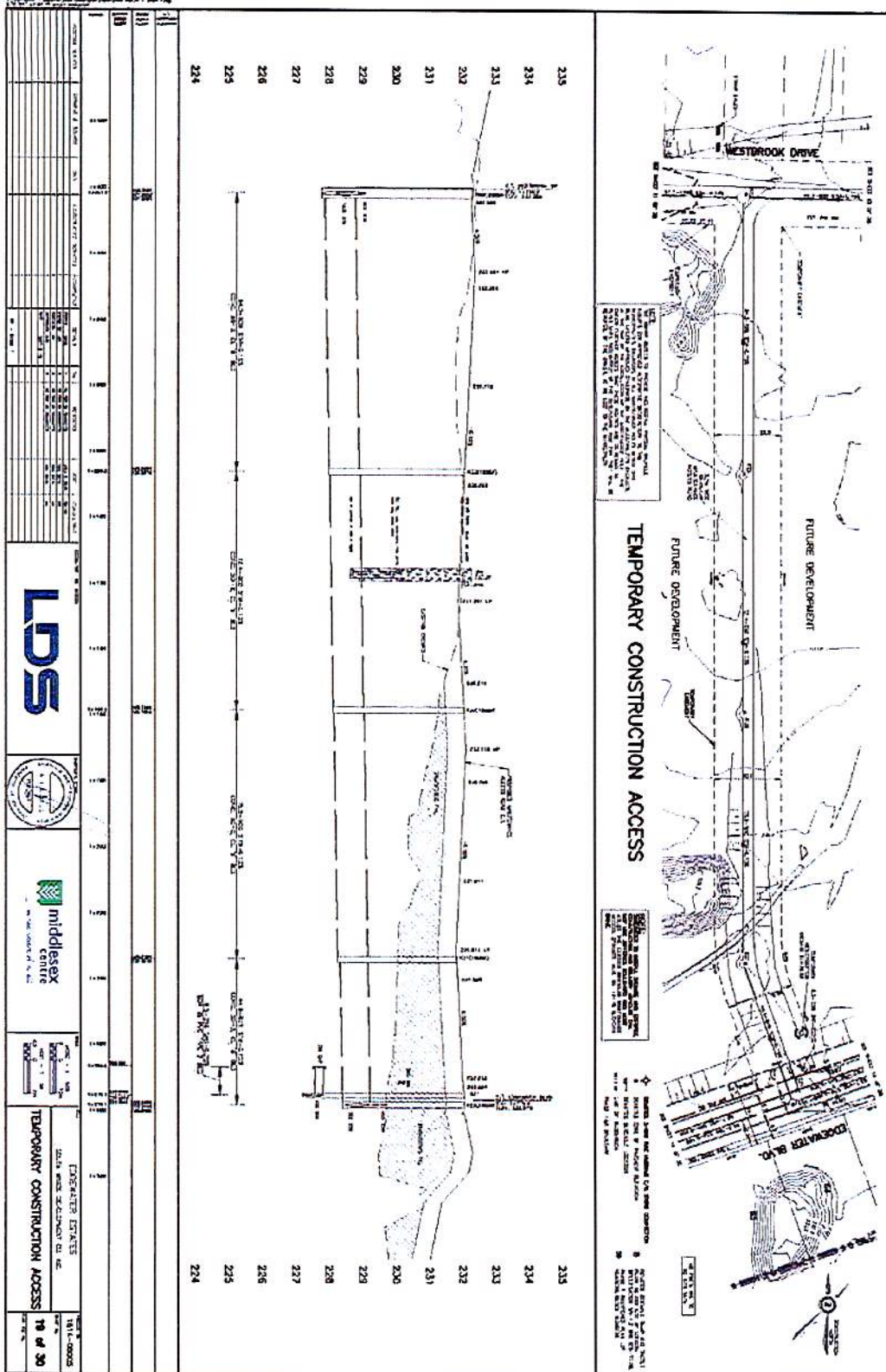
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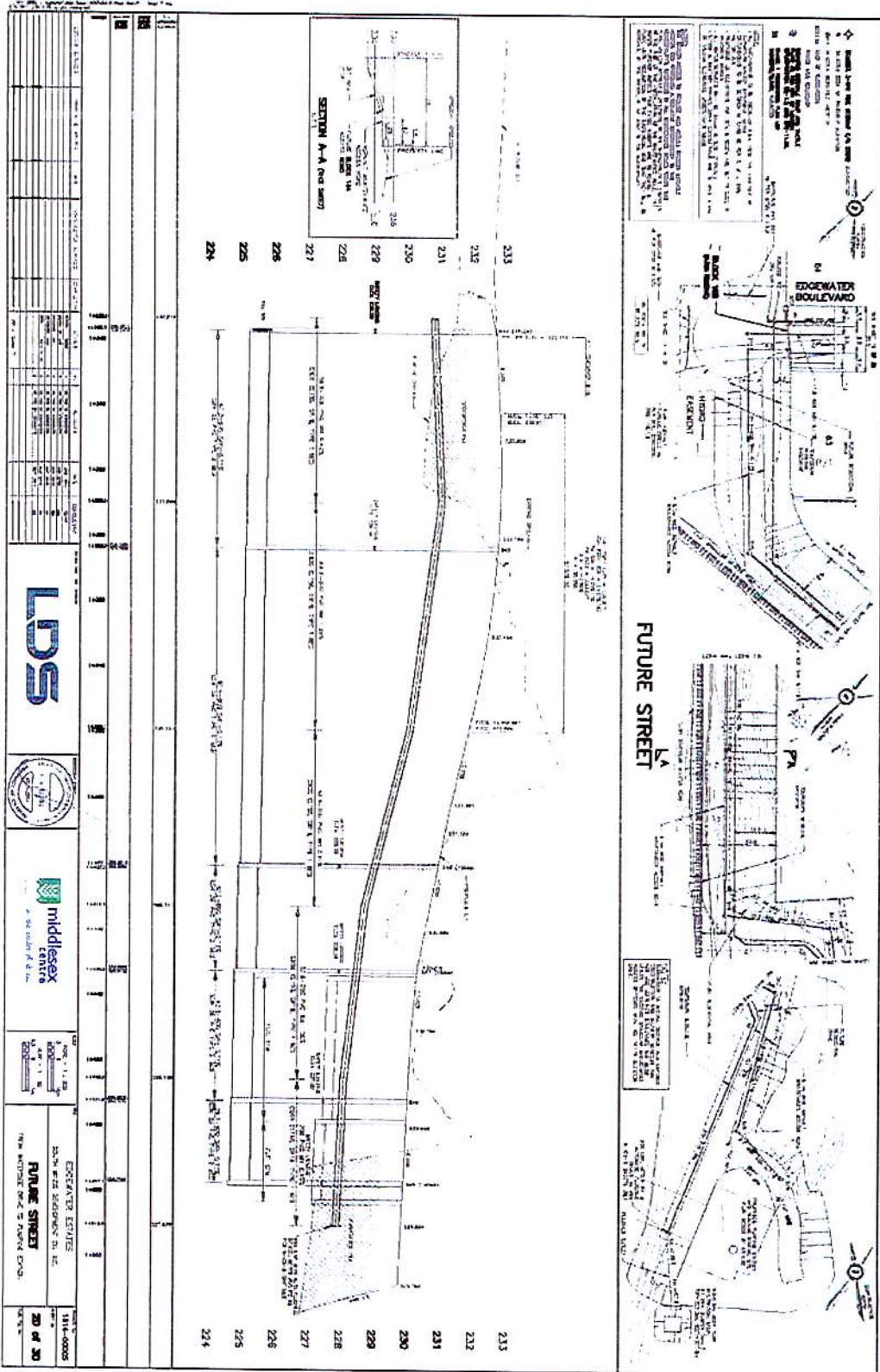


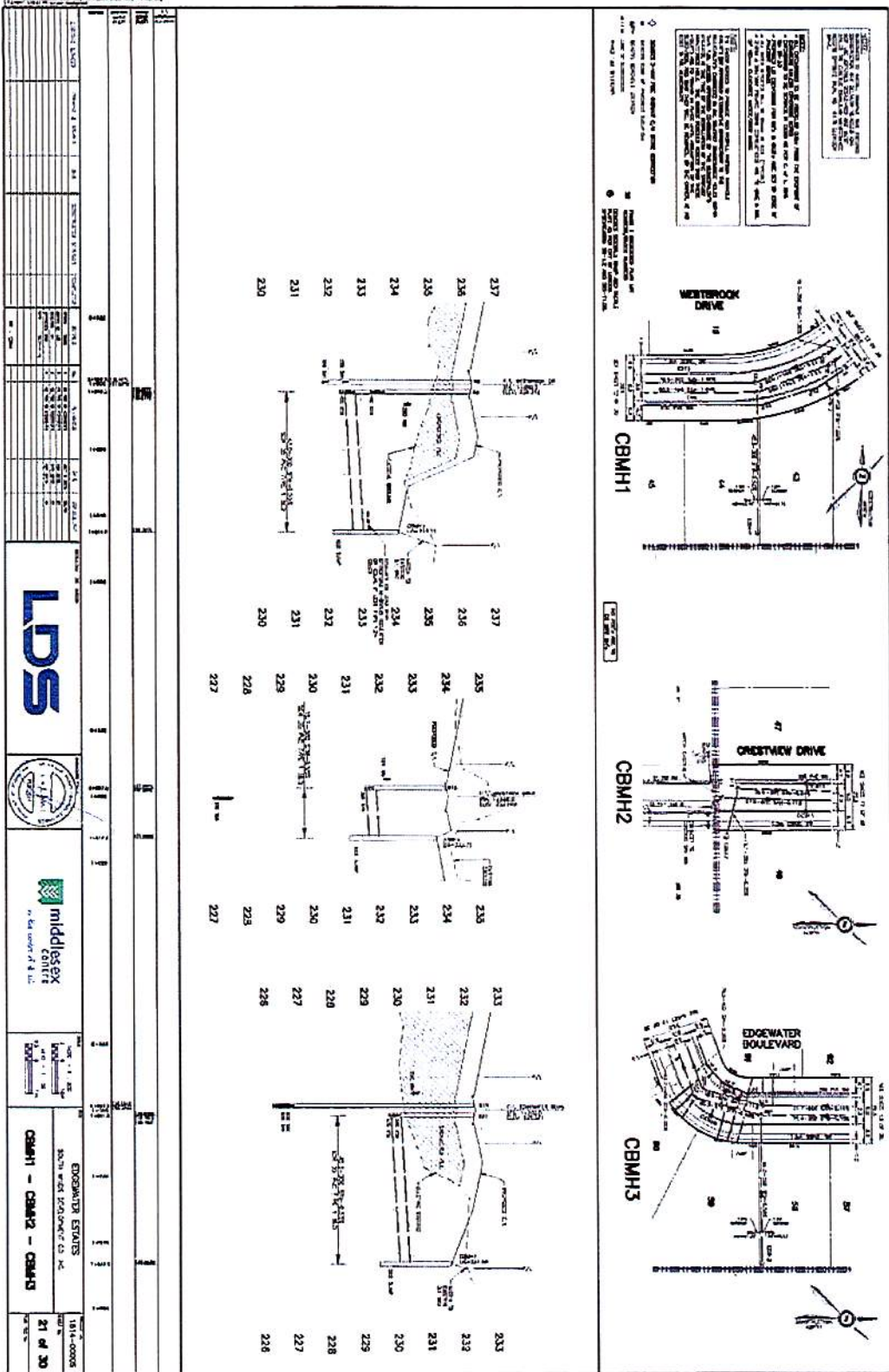




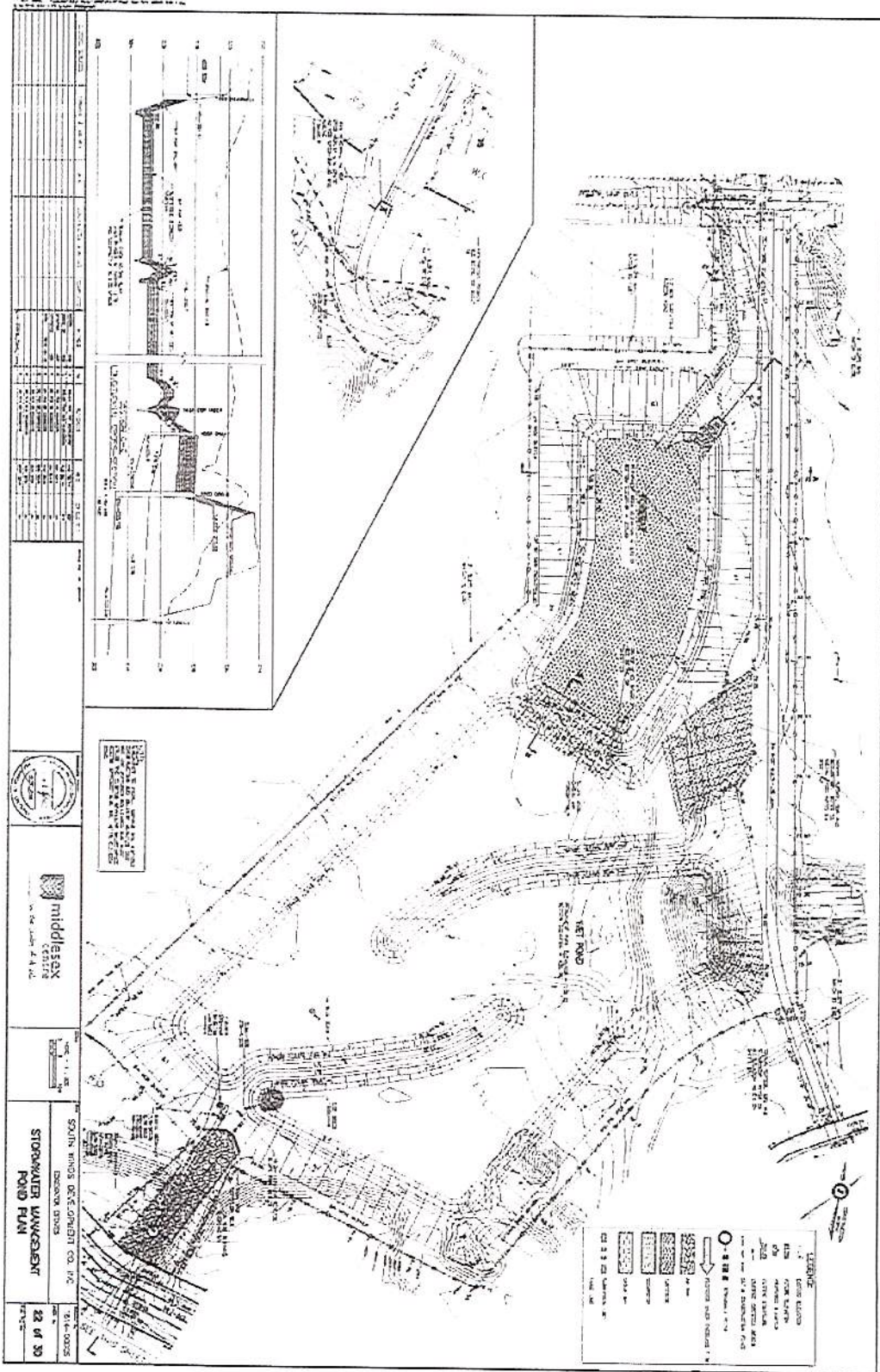
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 18 OF 30  
 TEMPORARY CONSTRUCTION ACCESS



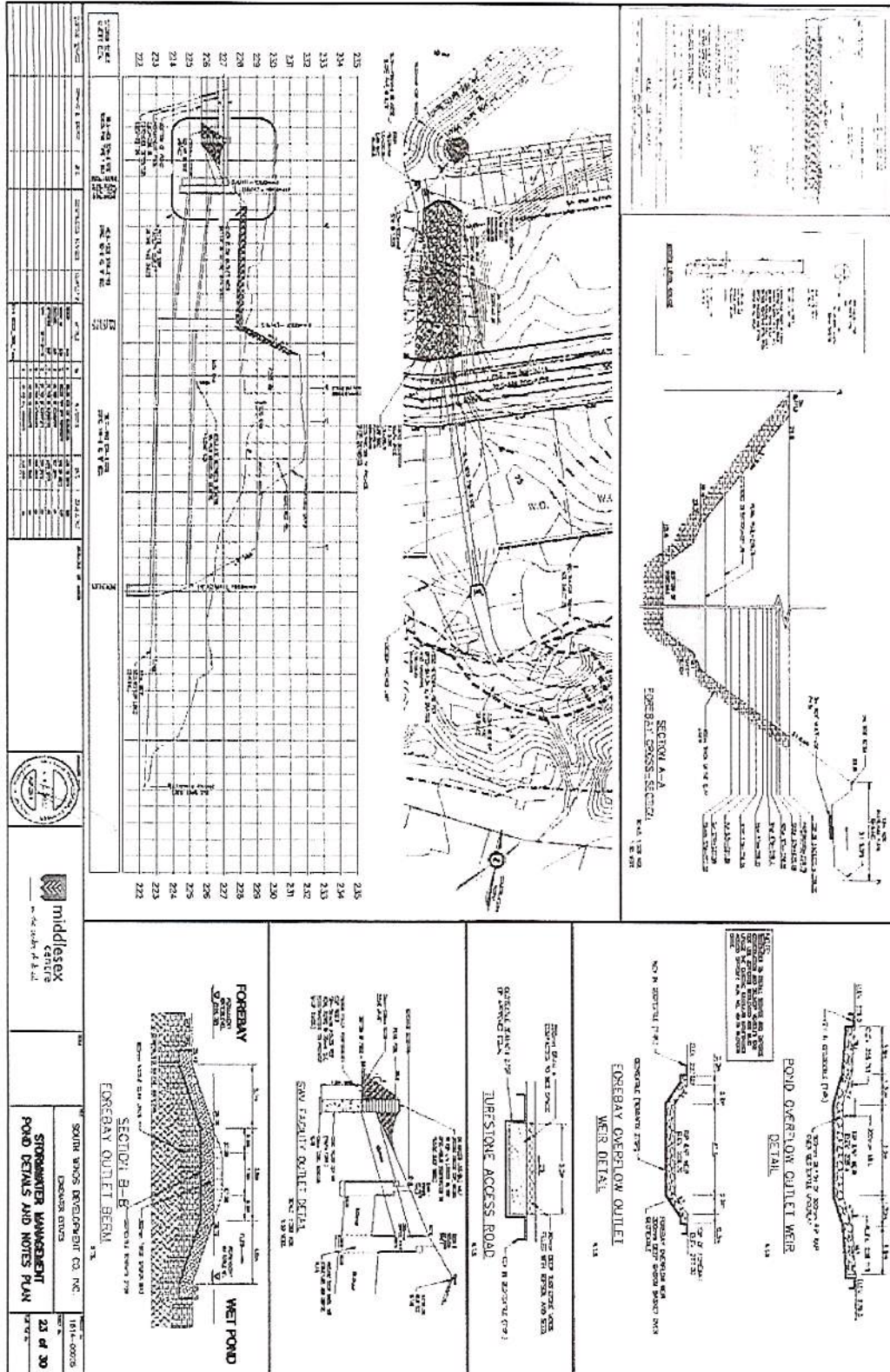












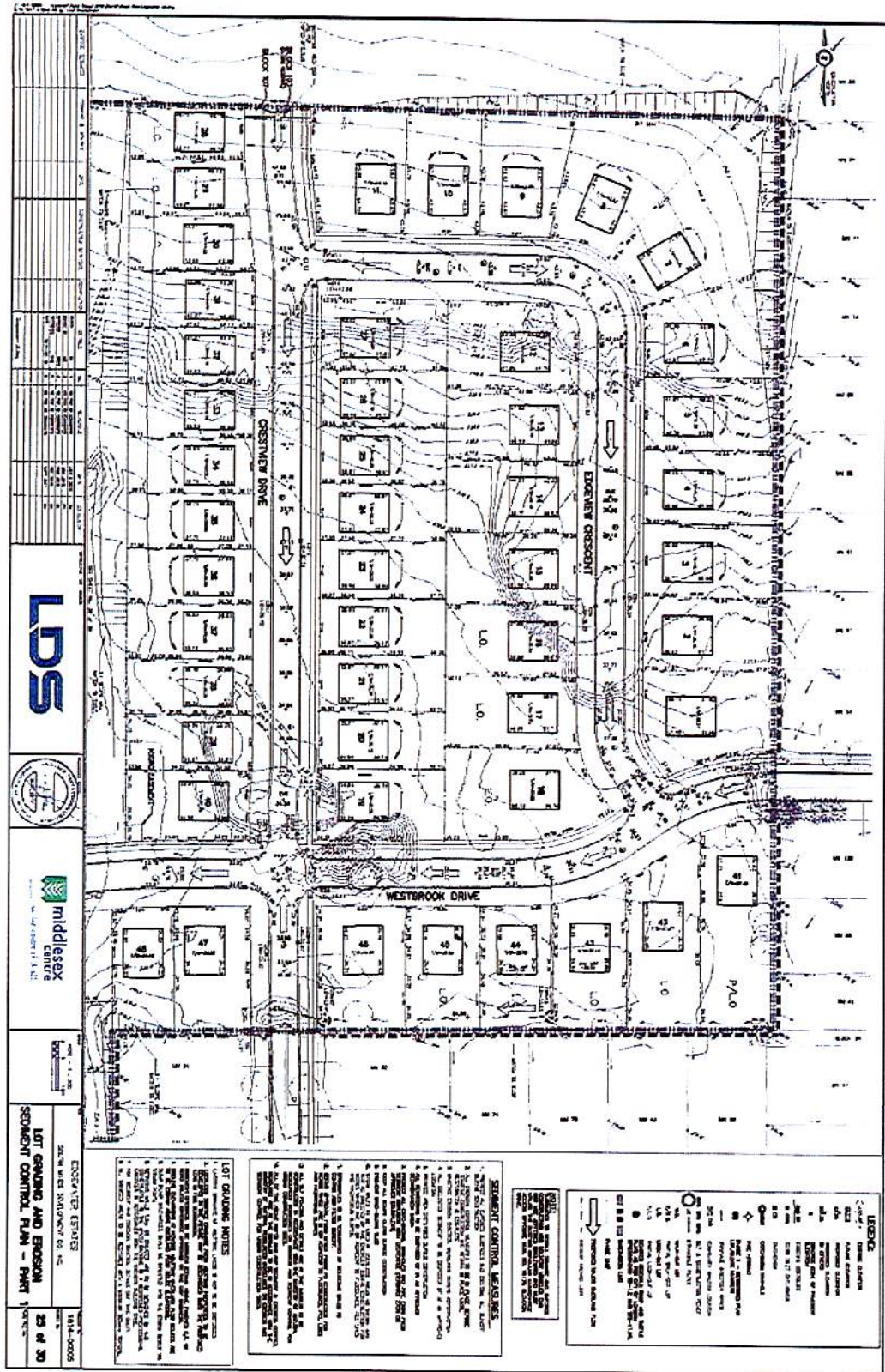
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middlesex  
centre  
181-L-00075  
23 of 30  
STORMWATER MANAGEMENT  
POND DETAILS AND NOTES PLAN







**LDS**

**middlesex**  
CENTRE  
OF THE GREAT LAKES

EXISTING EROSION  
3/28/14  
25 OF 30  
LOT GRADING AND EROSION  
SEDIMENT CONTROL PLAN - PART 1

**LOT GRADING NOTES:**

- 1. All lots shall be graded to the finished grade shown on this plan.
- 2. All lots shall be graded to the finished grade shown on this plan.
- 3. All lots shall be graded to the finished grade shown on this plan.
- 4. All lots shall be graded to the finished grade shown on this plan.
- 5. All lots shall be graded to the finished grade shown on this plan.
- 6. All lots shall be graded to the finished grade shown on this plan.
- 7. All lots shall be graded to the finished grade shown on this plan.
- 8. All lots shall be graded to the finished grade shown on this plan.
- 9. All lots shall be graded to the finished grade shown on this plan.
- 10. All lots shall be graded to the finished grade shown on this plan.

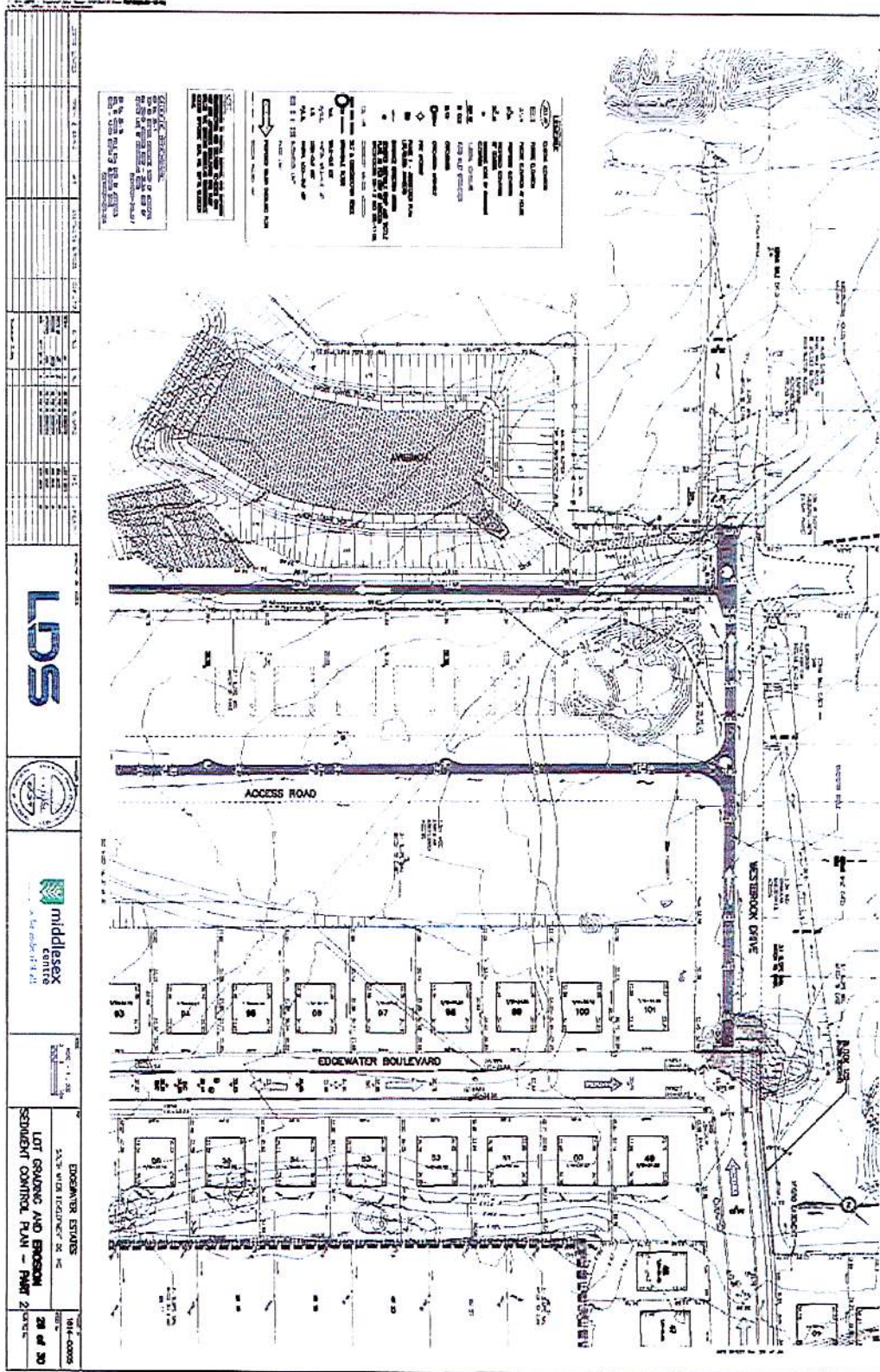
**SEEDING CONTROL MEASURES:**

- 1. All lots shall be seeded to the finished grade shown on this plan.
- 2. All lots shall be seeded to the finished grade shown on this plan.
- 3. All lots shall be seeded to the finished grade shown on this plan.
- 4. All lots shall be seeded to the finished grade shown on this plan.
- 5. All lots shall be seeded to the finished grade shown on this plan.
- 6. All lots shall be seeded to the finished grade shown on this plan.
- 7. All lots shall be seeded to the finished grade shown on this plan.
- 8. All lots shall be seeded to the finished grade shown on this plan.
- 9. All lots shall be seeded to the finished grade shown on this plan.
- 10. All lots shall be seeded to the finished grade shown on this plan.

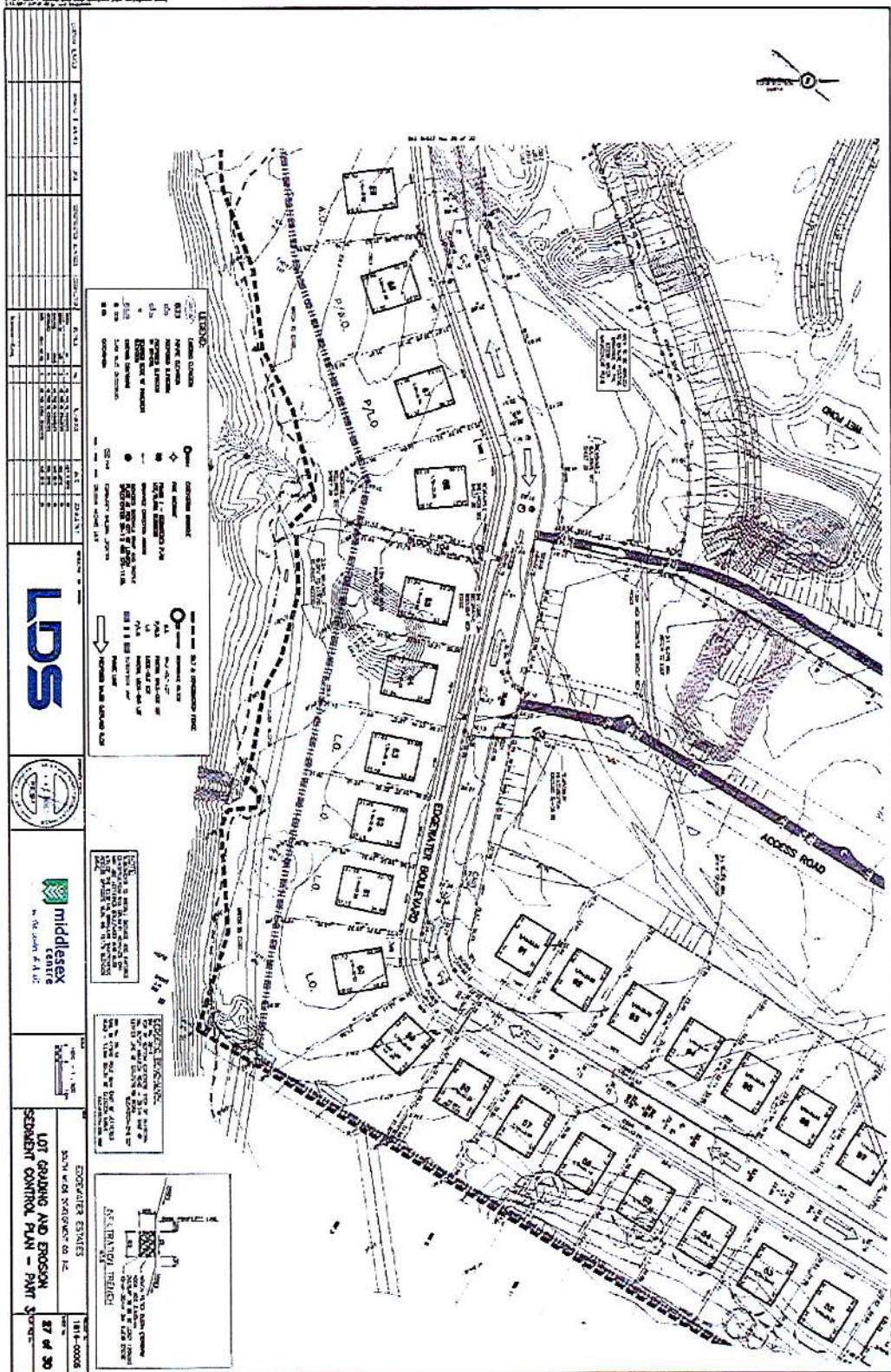
**LEGEND:**

- C - Storm Culvert
- S - Storm Sewer
- E - Erosion Control
- F - Finished Grade
- G - Ground Water
- H - Hydrology
- I - Irrigation
- J - Joint
- K - Kerbside
- L - Landscape
- M - Manhole
- N - Natural Area
- O - Other
- P - Proposed
- Q - Proposed
- R - Proposed
- S - Proposed
- T - Proposed
- U - Proposed
- V - Proposed
- W - Proposed
- X - Proposed
- Y - Proposed
- Z - Proposed

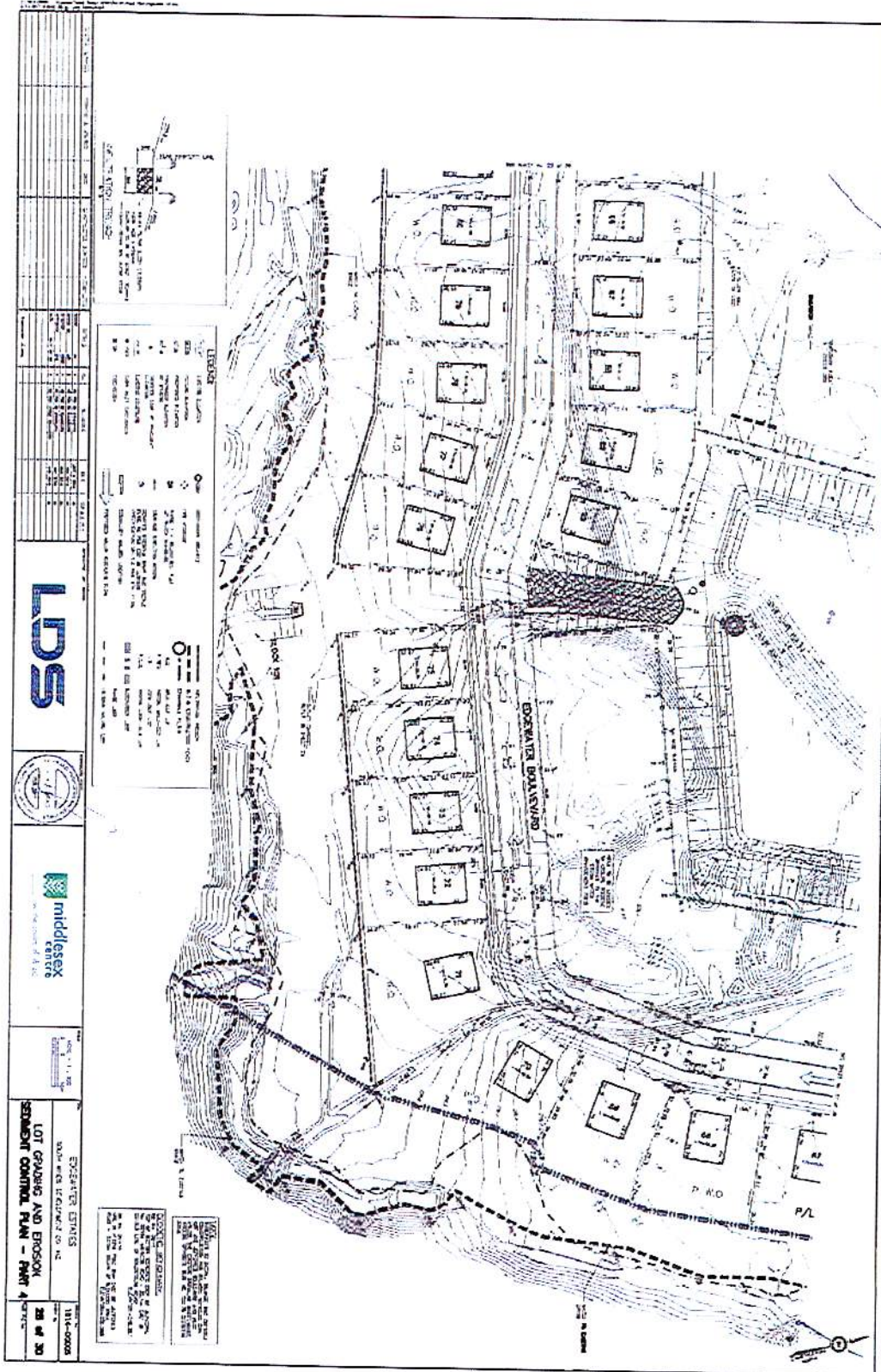




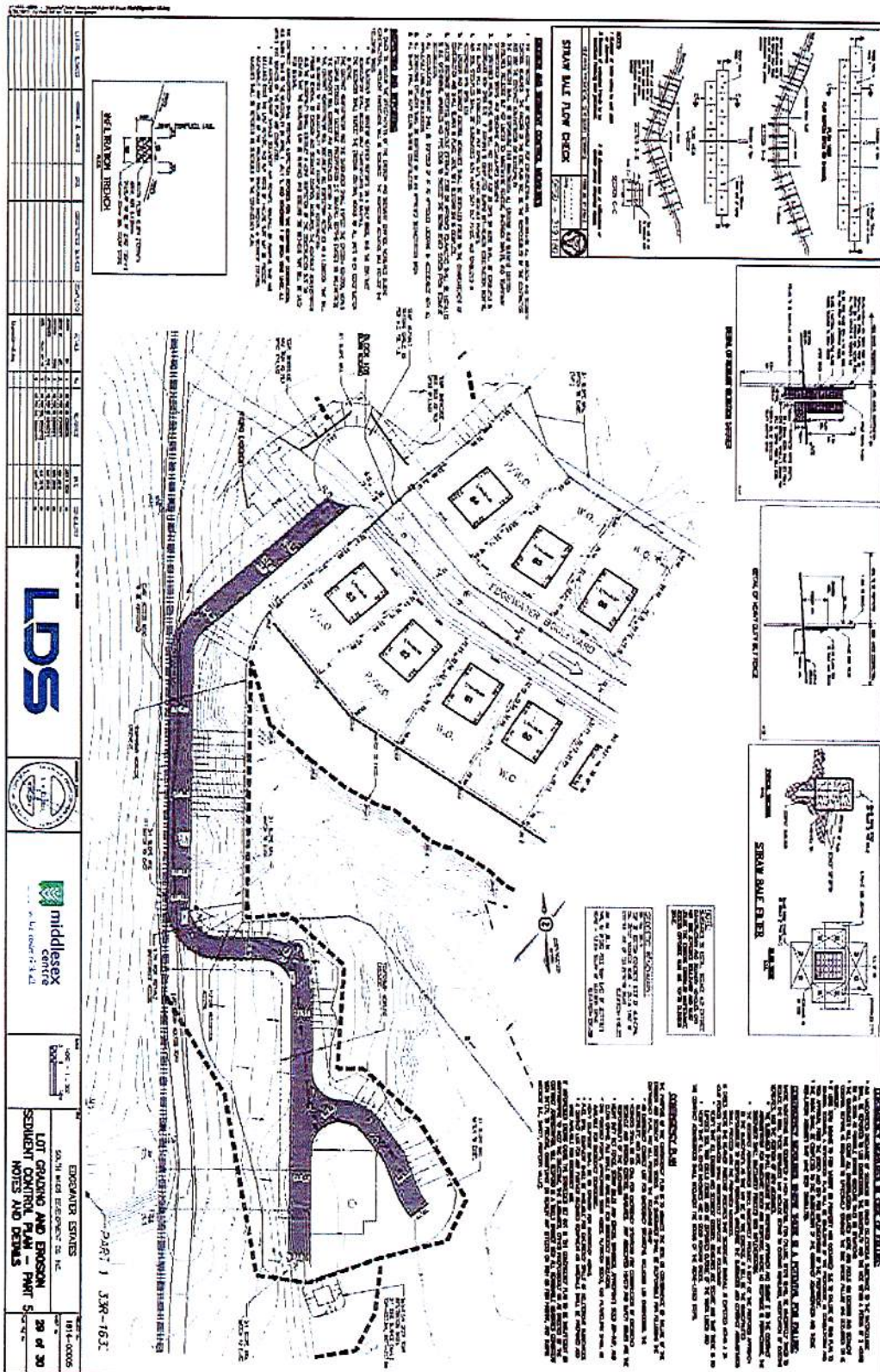




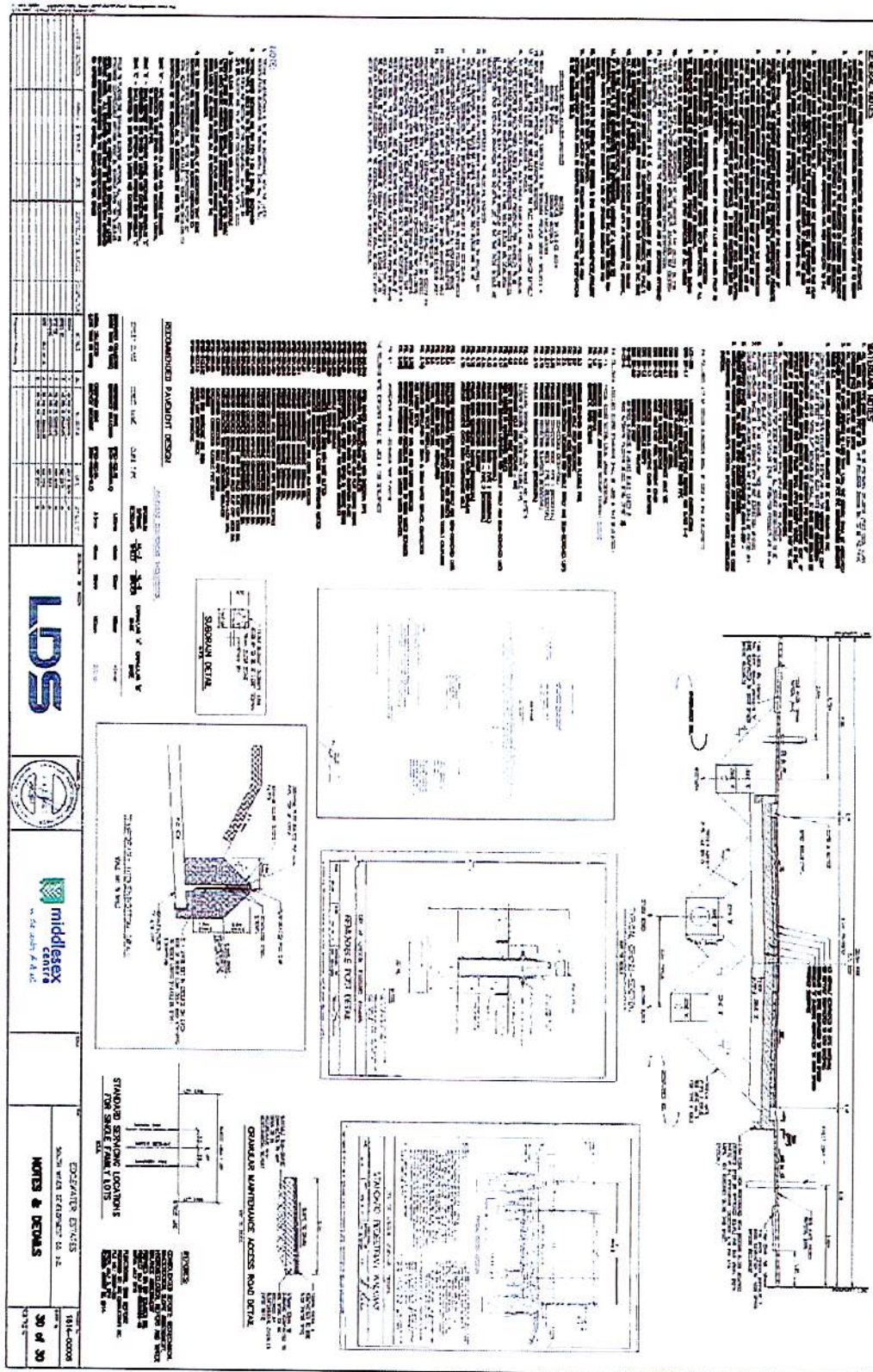


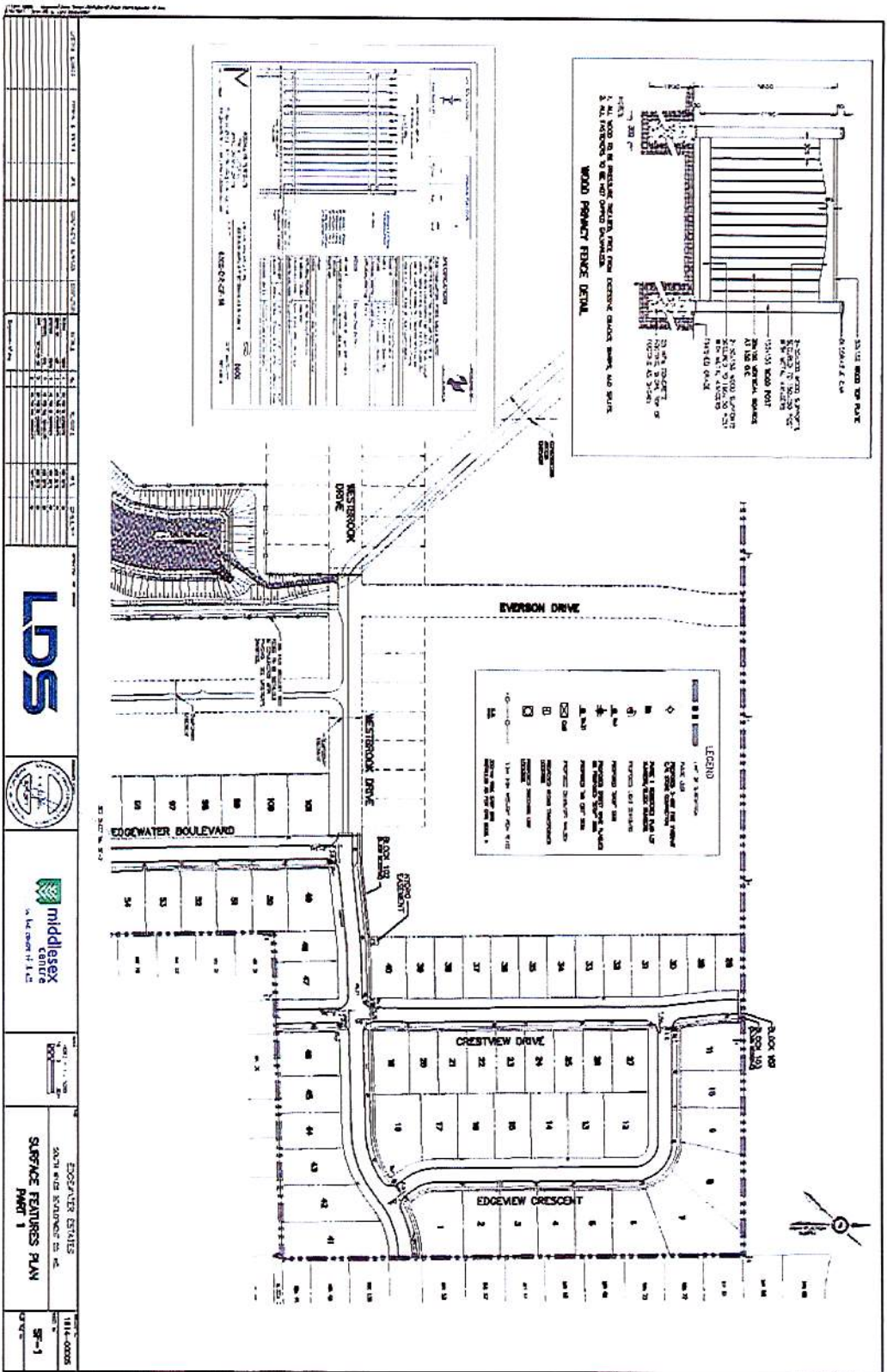












LDS



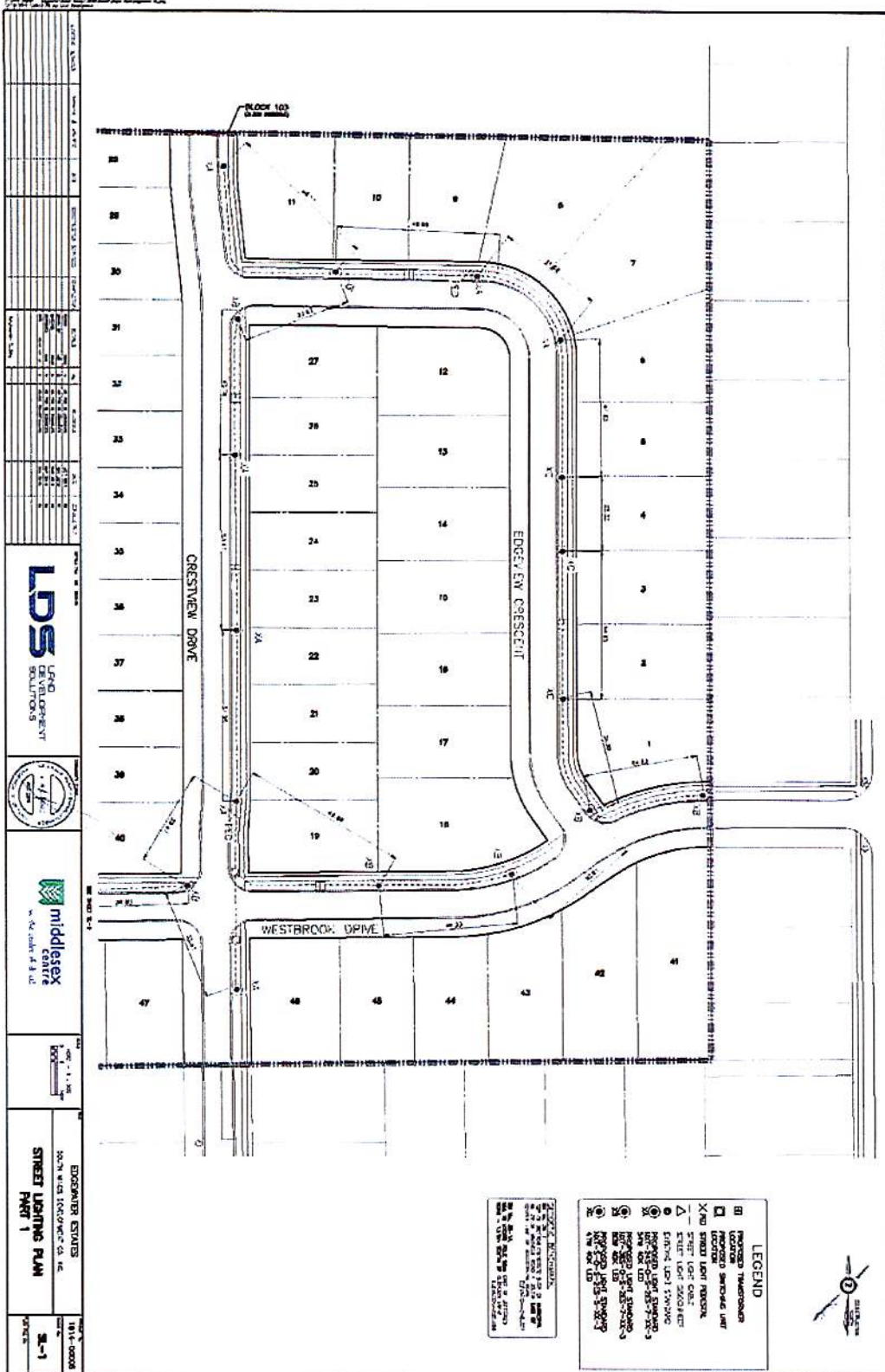
Middlesex CENTRE  
1400 WESTERN AVENUE  
WILMINGTON, DE 19804

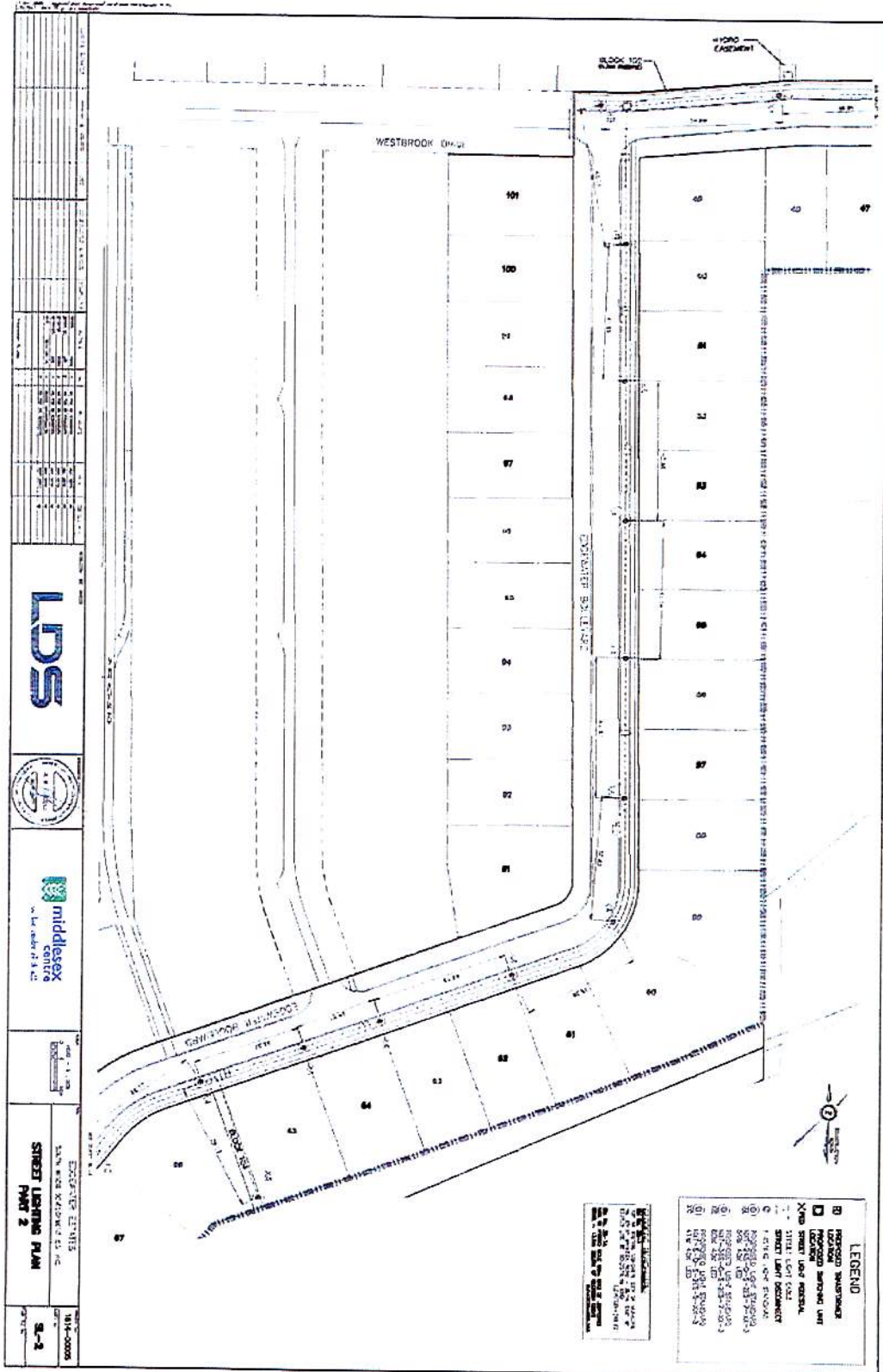
EDGEVIEW ESTATES  
5001 WEST EXETER ST. W.  
SURFACE FEATURES PLAN  
PART 1

10/14/2008  
SR-1









**LEGEND**

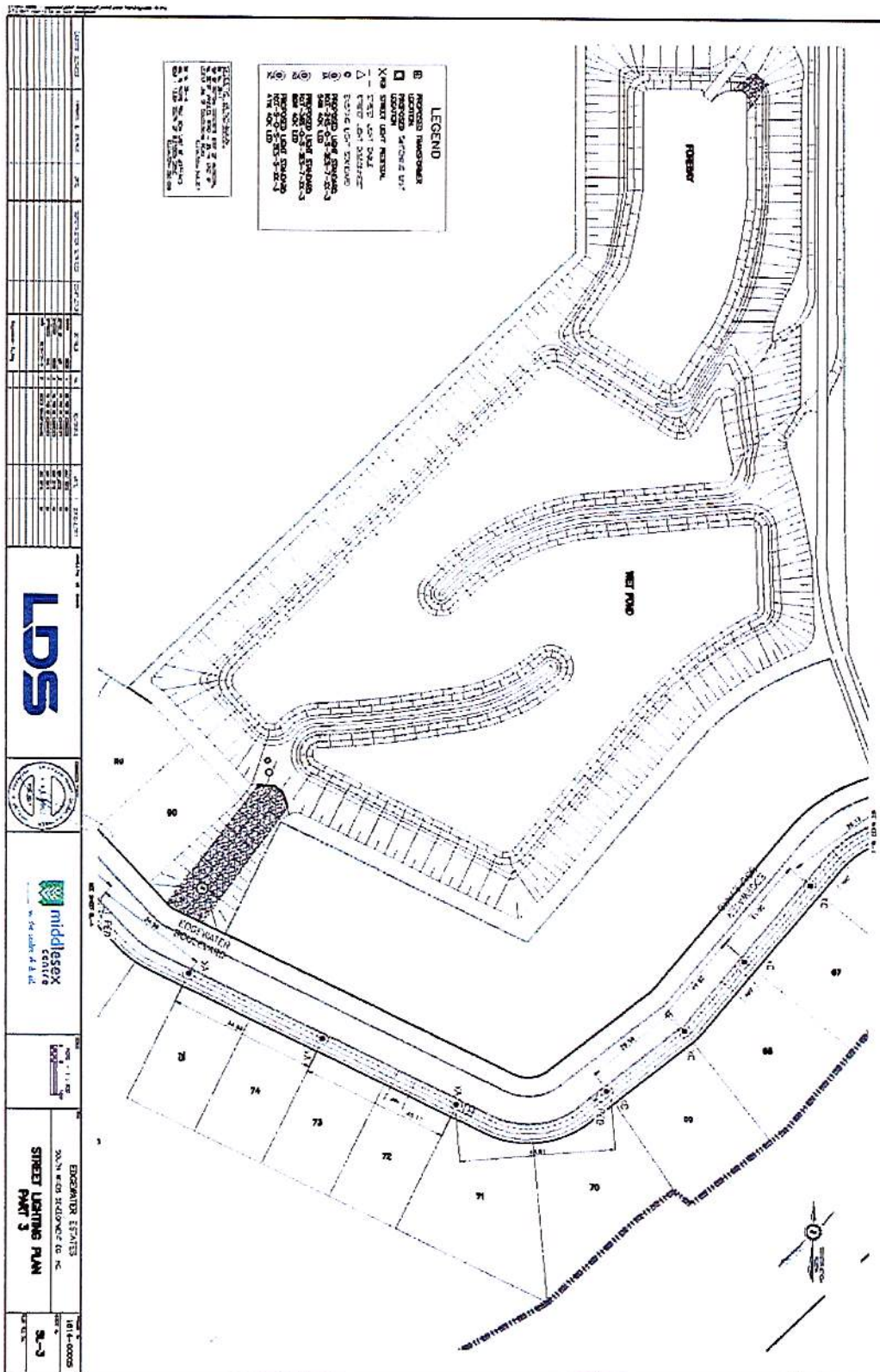
- RESERVED SPACES
- PROPOSED PARKING UNIT LOCATION
- LOT LINE
- EASEMENT
- PROPOSED LOT DIVISION
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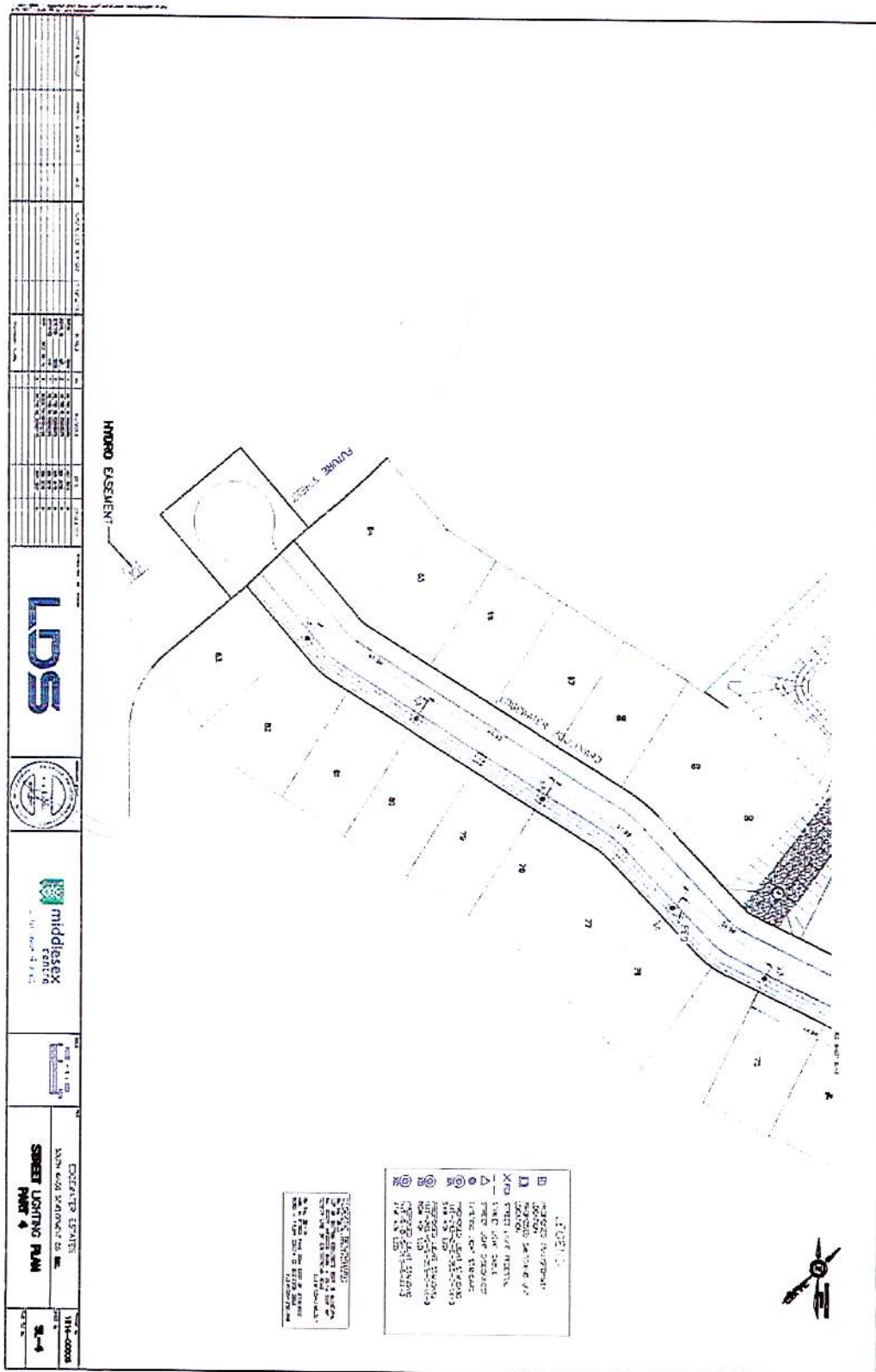
**NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE EXTERIOR UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE INTERIOR UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO THE EXTERIOR UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE INTERIOR UNLESS OTHERWISE NOTED.

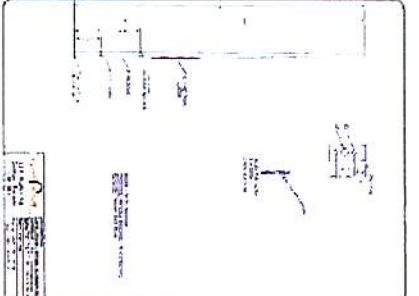
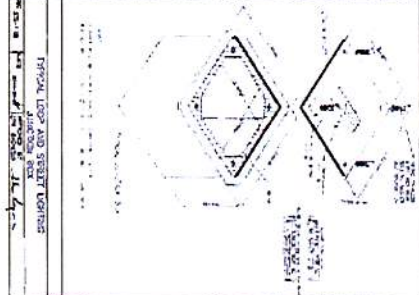
<b>LDS</b>			<b>STREET LAYOUT PLAN</b>
middlesex centre <small>an LDS Center</small>	EXCEPT AS NOTED SUN WOOD KITCHEN LLC	SUN WOOD KITCHEN LLC	SL-2







4. **GENERAL**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  3. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  4. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
5. **INSTALLATION**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
6. **REINFORCED CONCRETE**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
7. **MECHANICAL**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
8. **ELECTRICAL**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
9. **PLUMBING**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
10. **PAINTING**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
11. **FINISHES**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
12. **GENERAL NOTES**
  1. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.
  2. Provide all required, standard, values and methods in complete accordance with the applicable code and the applicable code book.



NO.	DESCRIPTION	QTY	UNIT	AMOUNT	DATE	REVISION
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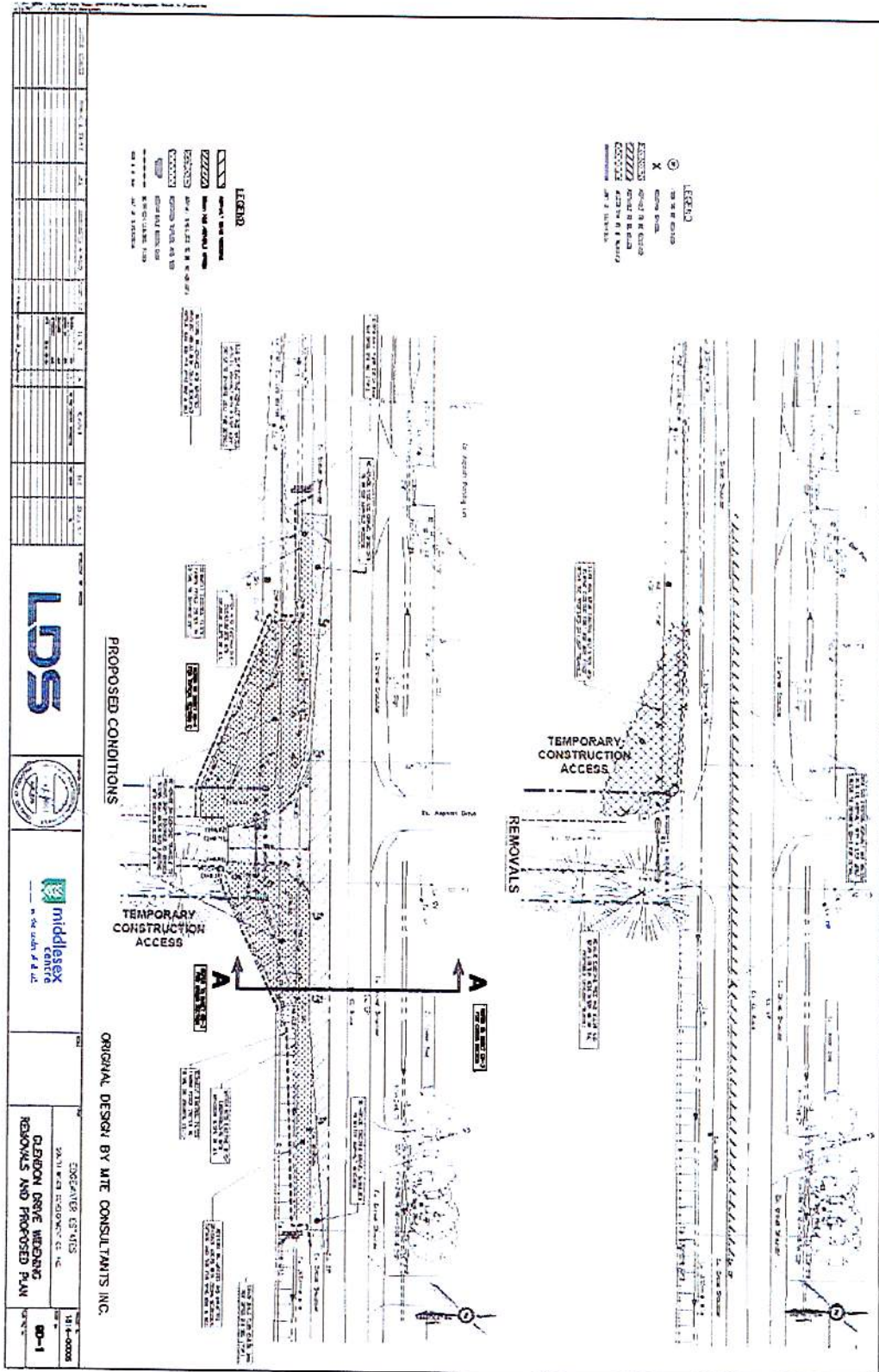


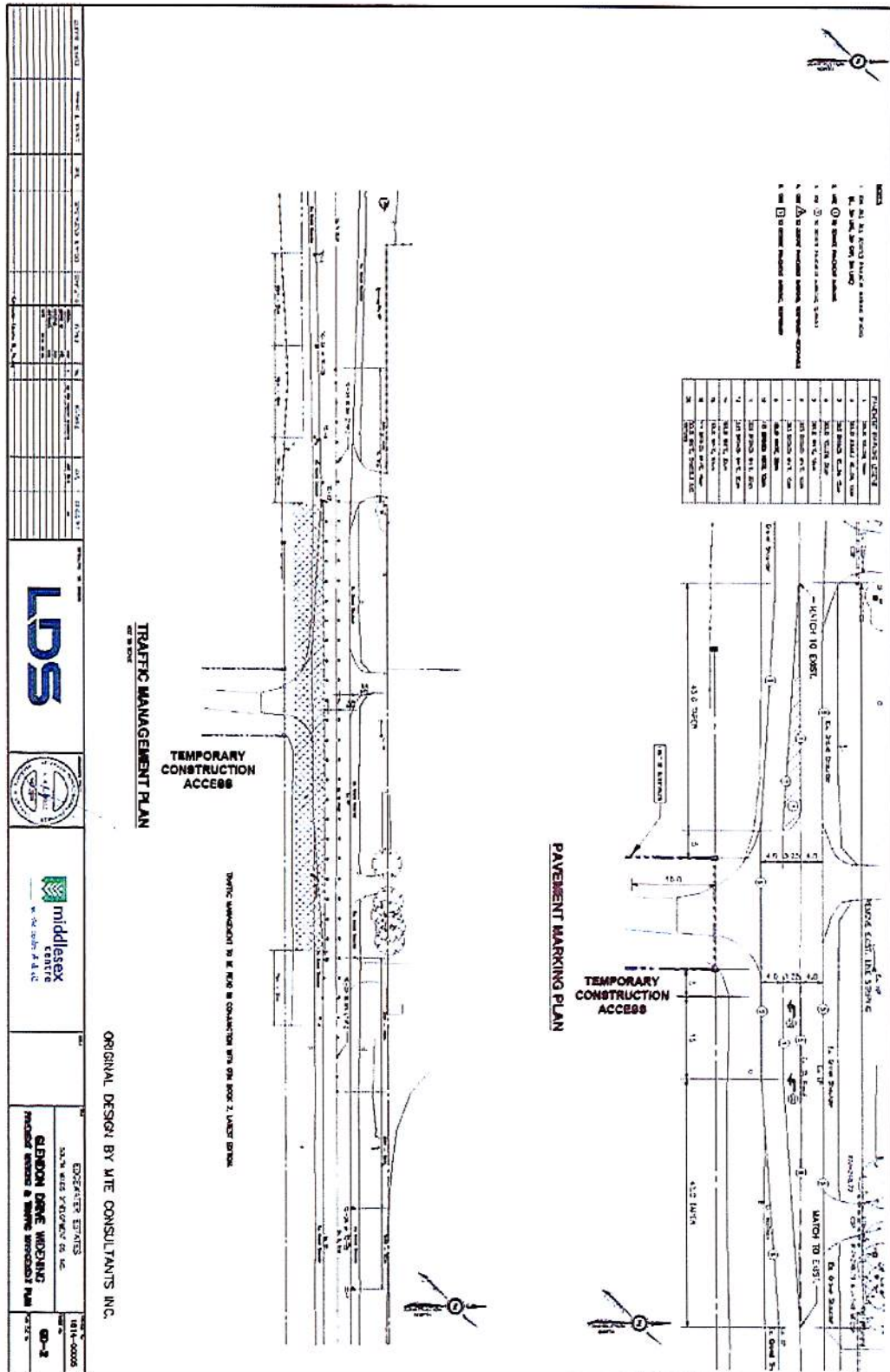
Middlesex Centre  
1000 ...

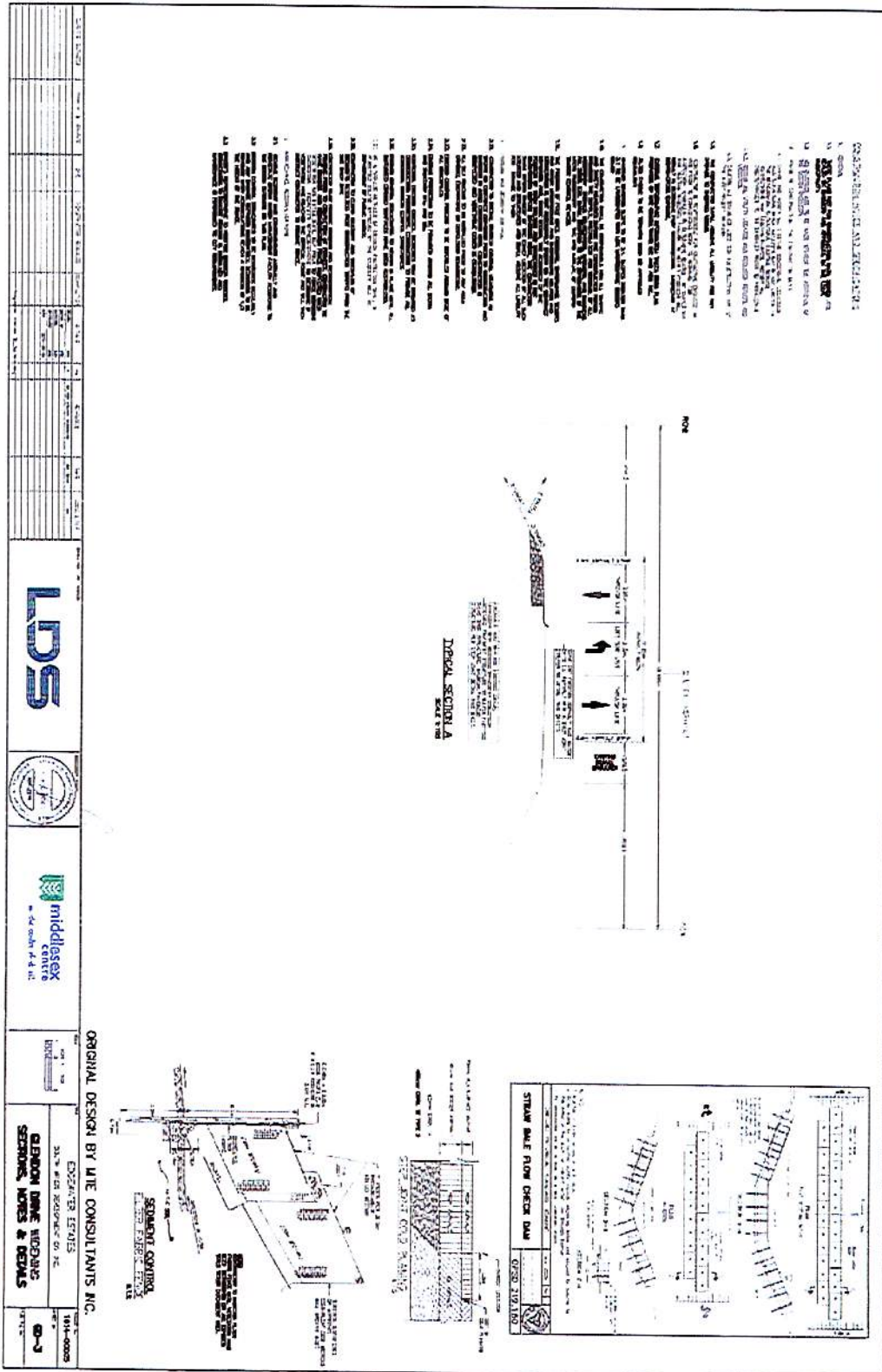
EDGEWATER ESTATES  
1000 ...

101-1000

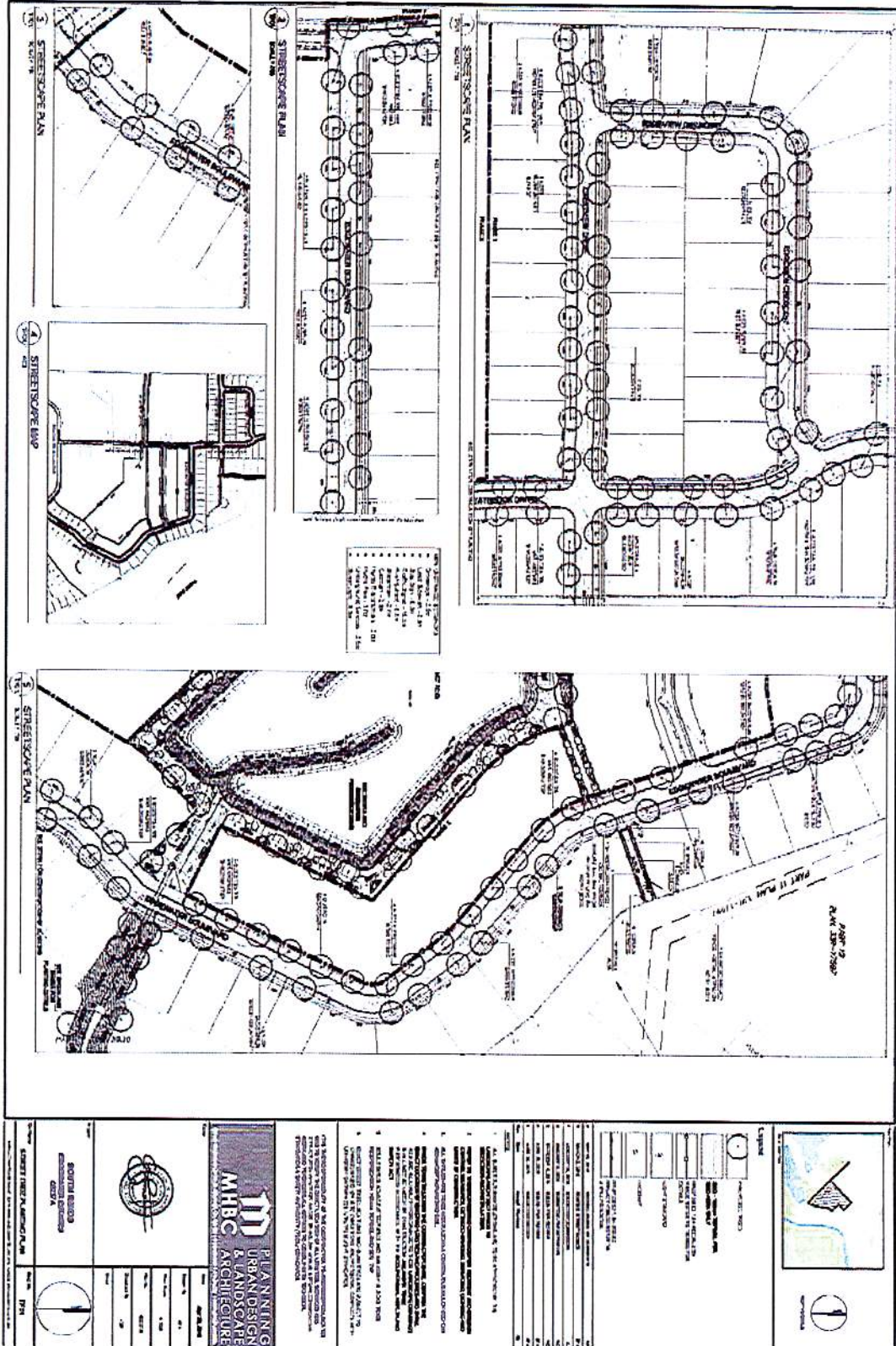












- PLANTING SCHEDULE**
- 1. Large Tree (10m x 10m) - 10
  - 2. Medium Tree (5m x 5m) - 20
  - 3. Small Tree (3m x 3m) - 30
  - 4. Shrub (2m x 2m) - 40
  - 5. Flowering Plant (1m x 1m) - 50
  - 6. Grass (1m x 1m) - 60
  - 7. Groundcover (1m x 1m) - 70
  - 8. Climbing Plant (1m x 1m) - 80
  - 9. Water Feature (1m x 1m) - 90
  - 10. Bench (1m x 1m) - 100



**Legend**

1	Proposed Road
2	Proposed Footpath
3	Proposed Cycleway
4	Proposed Greenway
5	Proposed Water Feature
6	Proposed Bench
7	Proposed Planting
8	Proposed Building
9	Proposed Wall
10	Proposed Fencing

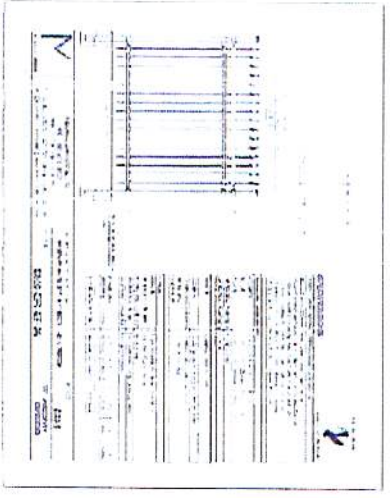
**NOTES**

1. All dimensions are in meters unless otherwise stated.
2. The site is bounded by the following roads: North - [Road Name], South - [Road Name], East - [Road Name], West - [Road Name].
3. The site is divided into the following lots: Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10.
4. The site is to be developed in accordance with the following conditions: [List of conditions]
5. The site is to be developed in accordance with the following conditions: [List of conditions]
6. The site is to be developed in accordance with the following conditions: [List of conditions]
7. The site is to be developed in accordance with the following conditions: [List of conditions]
8. The site is to be developed in accordance with the following conditions: [List of conditions]
9. The site is to be developed in accordance with the following conditions: [List of conditions]
10. The site is to be developed in accordance with the following conditions: [List of conditions]

**PLANNING**  
**URBANDISIGN**  
**MHBC**  
**ARCHITECTURE**

**ARCHITECT**  
**URBANDISIGN**  
**ARCHITECTURE**

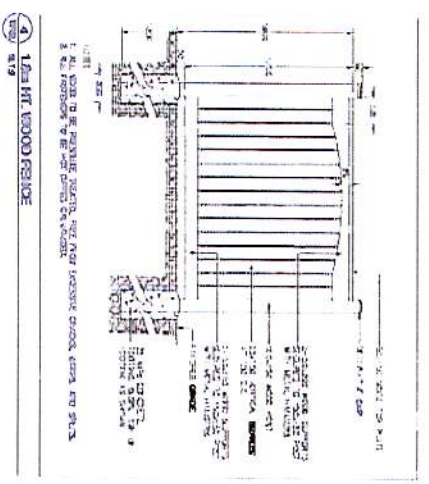
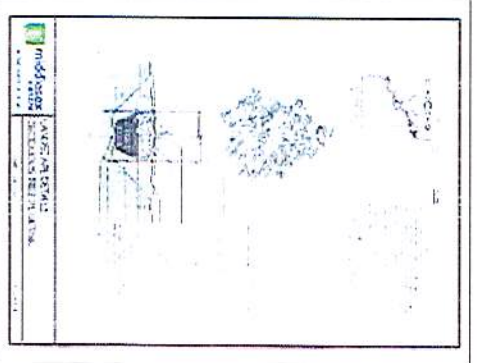
**DATE:** 10/10/2011  
**SCALE:** 1:1000  
**PROJECT:** [Project Name]



**PLANET SCHEMATIC FOOTING AND WALL**

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE FOOTING	100	CU YD	120	12000
2	CONCRETE WALL	200	CU YD	150	30000
3	BRICK WALL	500	SQ YD	10	5000
4	ROOFING	100	SQ YD	20	2000
5	PAINT	100	SQ YD	5	500
6	LABOR	100	HOUR	10	1000
7	MATERIALS	100	UNIT	5	500
8	PERMITS	1	UNIT	1000	1000
9	INSURANCE	1	UNIT	500	500
10	CONTINGENCY	1	UNIT	1000	1000
<b>TOTAL</b>					<b>40000</b>

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120	12000
2	BRICK	500	SQ YD	10	5000
3	ROOFING	100	SQ YD	20	2000
4	PAINT	100	SQ YD	5	500
5	LABOR	100	HOUR	10	1000
6	MATERIALS	100	UNIT	5	500
7	PERMITS	1	UNIT	1000	1000
8	INSURANCE	1	UNIT	500	500
9	CONTINGENCY	1	UNIT	1000	1000
<b>TOTAL</b>					<b>40000</b>



**1.13A TALL SHIELD BRIDGE - ELEVATION FRONT**

Scale: 1/8" = 1'-0"

DATE: 10/11/11

DESIGNER: [Name]

PROJECT: [Name]

CONTRACT: [Name]

CONTRACT NO: [Number]

DATE: 10/11/11

BY: [Name]

CHECKED: [Name]

APPROVED: [Name]

**1.13A TALL SHIELD BRIDGE - ELEVATION REAR**

Scale: 1/8" = 1'-0"

DATE: 10/11/11

DESIGNER: [Name]

PROJECT: [Name]

CONTRACT: [Name]

CONTRACT NO: [Number]

DATE: 10/11/11

BY: [Name]

CHECKED: [Name]

APPROVED: [Name]

**1.13A TALL SHIELD BRIDGE - FLOOR PLAN**

Scale: 1/8" = 1'-0"

DATE: 10/11/11

DESIGNER: [Name]

PROJECT: [Name]

CONTRACT: [Name]

CONTRACT NO: [Number]

DATE: 10/11/11

BY: [Name]

CHECKED: [Name]

APPROVED: [Name]

**1.13A TALL SHIELD BRIDGE - SITE PLAN**

Scale: 1/8" = 1'-0"

DATE: 10/11/11

DESIGNER: [Name]

PROJECT: [Name]

CONTRACT: [Name]

CONTRACT NO: [Number]

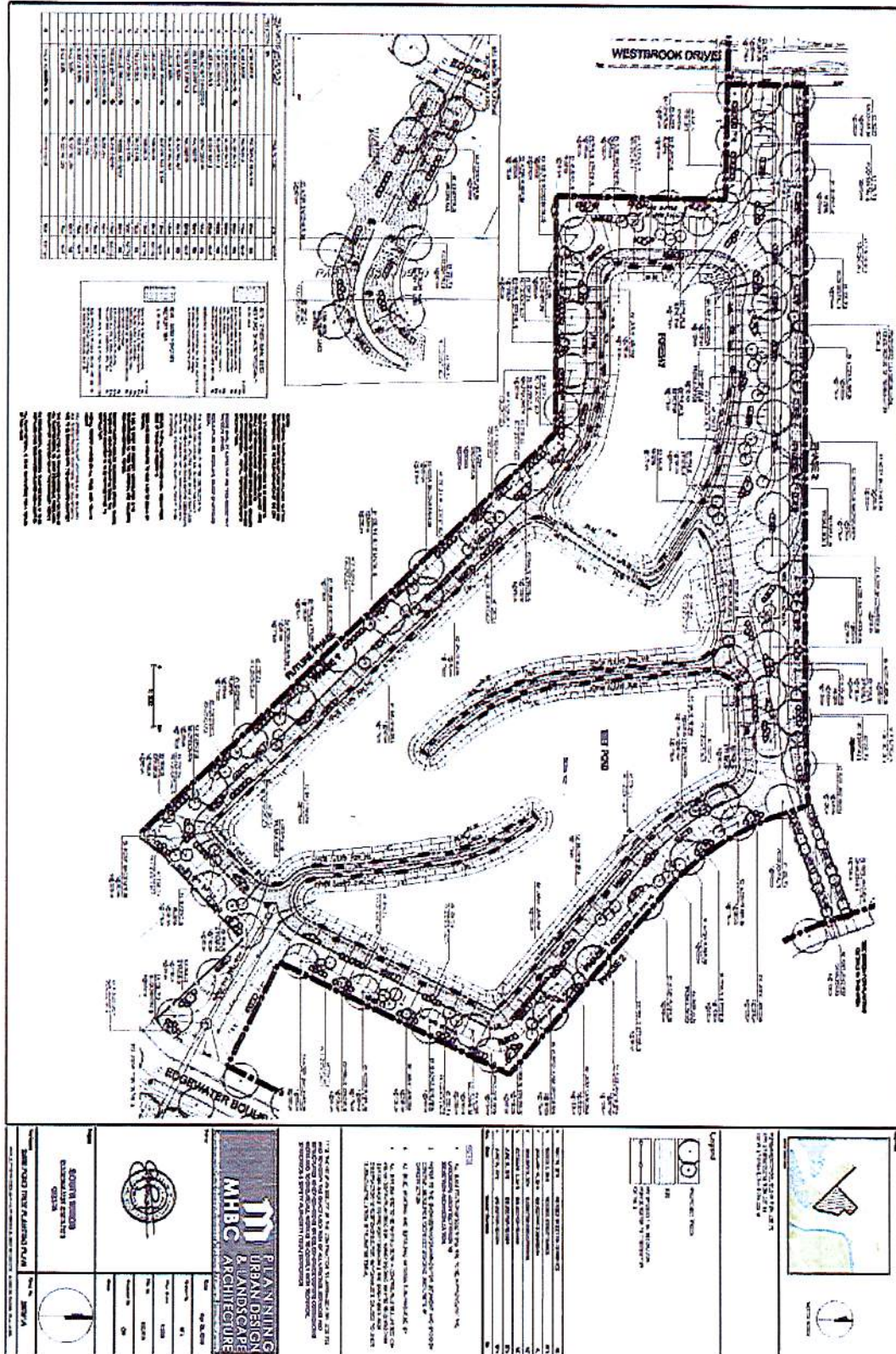
DATE: 10/11/11

BY: [Name]

CHECKED: [Name]

APPROVED: [Name]





NO.	DESCRIPTION	QUANTITY	UNIT
1	LAWN	100	SQ. FT.
2	TREES	50	EA.
3	SHRUBS	100	EA.
4	PERENNIALS	100	EA.
5	ANNUALS	100	EA.
6	ROCKS	100	EA.
7	WATER	100	EA.
8	IRRIGATION	100	EA.
9	PAVING	100	SQ. FT.
10	WALKWAY	100	SQ. FT.
11	DRIVEWAY	100	SQ. FT.
12	CONCRETE	100	SQ. FT.
13	ASPHALT	100	SQ. FT.
14	GRAVEL	100	SQ. FT.
15	SOIL	100	SQ. FT.
16	SEED	100	SQ. FT.
17	FERTILIZER	100	SQ. FT.
18	PESTICIDES	100	SQ. FT.
19	WEEDS	100	SQ. FT.
20	MULCH	100	SQ. FT.
21	COMPOST	100	SQ. FT.
22	MANURE	100	SQ. FT.
23	WATER	100	SQ. FT.
24	IRRIGATION	100	SQ. FT.
25	PAVING	100	SQ. FT.
26	WALKWAY	100	SQ. FT.
27	DRIVEWAY	100	SQ. FT.
28	CONCRETE	100	SQ. FT.
29	ASPHALT	100	SQ. FT.
30	GRAVEL	100	SQ. FT.
31	SOIL	100	SQ. FT.
32	SEED	100	SQ. FT.
33	FERTILIZER	100	SQ. FT.
34	PESTICIDES	100	SQ. FT.
35	WEEDS	100	SQ. FT.
36	MULCH	100	SQ. FT.
37	COMPOST	100	SQ. FT.
38	MANURE	100	SQ. FT.

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

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5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

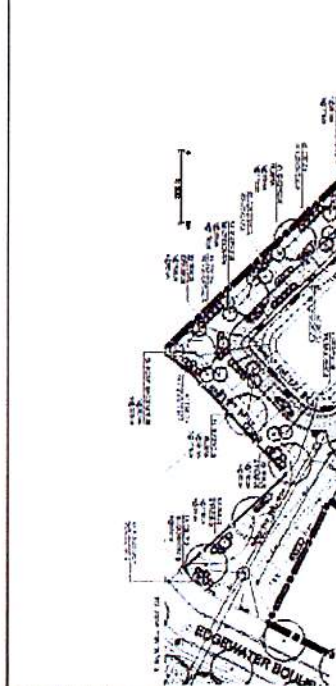
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) PLANTING GUIDE.

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**MHC ARCHITECTURE**  
 PLANNING  
 URBAN DESIGN  
 & LANDSCAPE  
 ARCHITECTURE

1717 WESTBROOK DRIVE, SUITE 200, WESTBROOK, MA 01581  
 TEL: 413-562-1234 FAX: 413-562-1235  
 WWW.MHCARCHITECTURE.COM

DATE: 01/15/2010  
 SCALE: AS SHOWN  
 SHEET NO. 101 OF 101

Legend

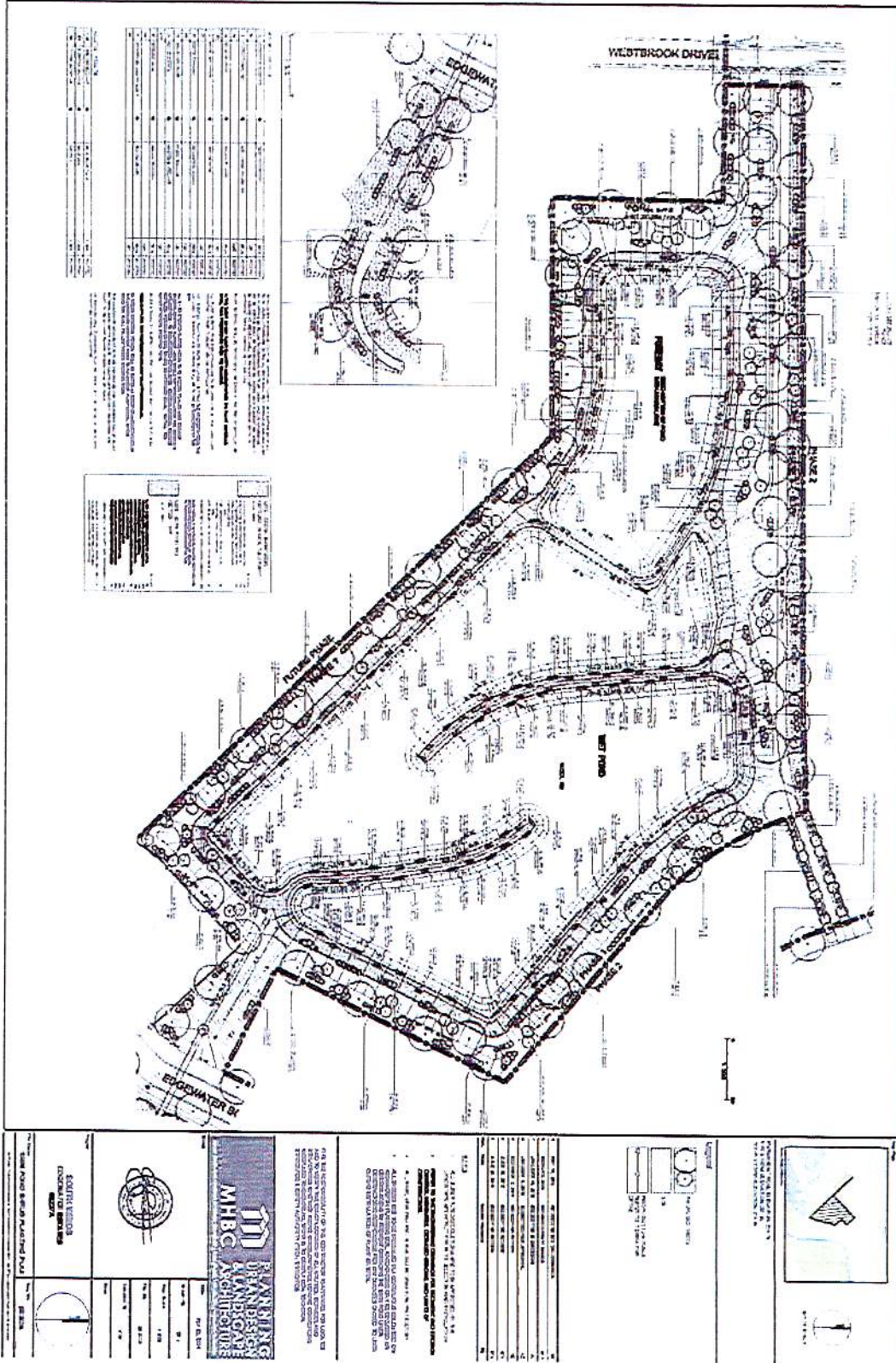
- Proposed Road
- Proposed Walkway

Scale: 1" = 20'

North Arrow

Scale: 1" = 20'





NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR SUBMITTAL	11/14/07	...	...
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1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

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10. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

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		<p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>6. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>7. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>8. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>9. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p> <p>10. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.</p>		<p>DATE: 11/14/07</p> <p>BY: [Signature]</p>
				<p>PROJECT: [Project Name]</p> <p>CLIENT: [Client Name]</p>



**SECTION: NORTH ELEVATION**

Materials: Concrete, Brick, Wood, Stone, Metal, Glass, etc.

**SECTION: SOUTH ELEVATION**

Materials: Concrete, Brick, Wood, Stone, Metal, Glass, etc.

**SECTION: WEST ELEVATION**

Materials: Concrete, Brick, Wood, Stone, Metal, Glass, etc.

**SECTION: EAST ELEVATION**

Materials: Concrete, Brick, Wood, Stone, Metal, Glass, etc.

Floor Plan: Shows room layouts, circulation paths, and landscaping placement.

Section: Shows structural elements, floor levels, and roof profile.

Site Plan: Shows building footprint, parking areas, and site context.

<p><b>PLANNING</b></p> <p><b>URBAN DESIGN &amp; LANDSCAPE ARCHITECTURE</b></p> <p><b>MHBC ARCHITECTURE</b></p>	
<p><b>PROJECT:</b> [Project Name]</p> <p><b>CLIENT:</b> [Client Name]</p> <p><b>DATE:</b> [Date]</p>	<p><b>ARCHITECT:</b> [Architect Name]</p> <p><b>SCALE:</b> [Scale]</p> <p><b>DATE:</b> [Date]</p>

**SCHEDULE "I"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

**B E T W E E N:**

**SOUTH WINDS DEVELOPMENT CO. INC.**

**OF THE FIRST PART**

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

**OF THE SECOND PART**

**HOMEOWNERS' PACKAGE FORMAT**





**Property Maintenance and Yard Waste**  
 Trees and bushes drop plenty of flowers, seeds, needles, and leaves. Adding yard waste to the natural areas places unnecessary stress on the local ecology and is prohibited by law. Yard waste is valuable if properly disposed and some can be managed on your private property with source shredding and composting. Middlesex Centre collects extra volume seasonal yard waste materials at their waste drop-off Enviro Depot at 10191 Longwoods Road [www.middlesexcentre.on.ca](http://www.middlesexcentre.on.ca)

**Fertilizers, Herbicides, and Pesticides**  
 Fertilizers, pesticides, and herbicides are increasingly controlled as required for this new environmental community. All such materials should be avoided/used sparingly if approved by municipal and provincial regulation. These materials hurt smaller organisms and can poison insects, fish, and animals in the process.

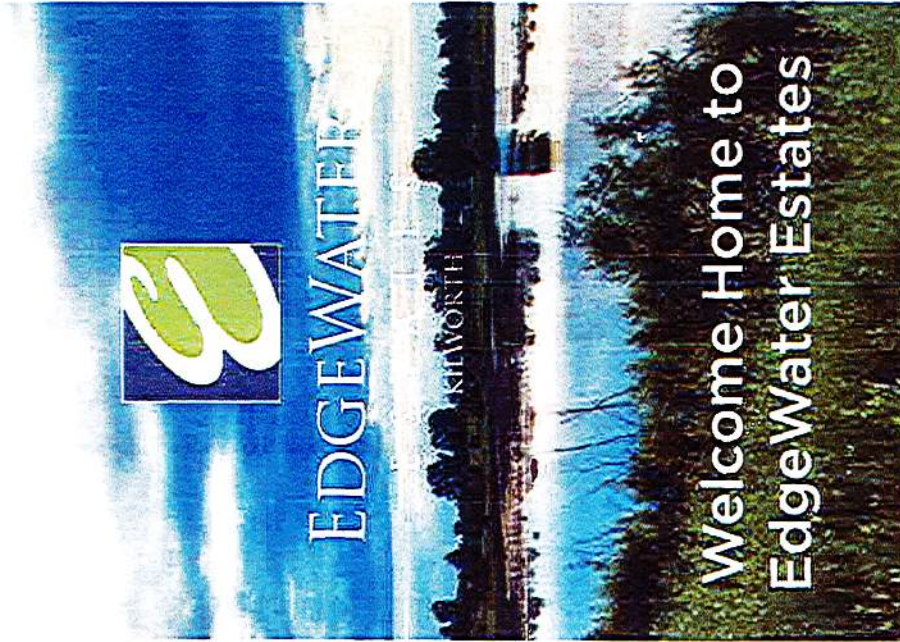
101A

**Special Considerations for the Kilworth & Komoka Natural Environment**

The 2003 Middlesex Natural Heritage Study by the Upper Thames River Conservation Authority was incorporated into the County of Middlesex Official Plan in 2006. Those and other important documents identify the large sensitive land areas along the Thames River. Your home is near the Komoka Provincial Park which is protected under the Ontario Provincial Parks and Conservation Reserves Act (2006) and the Komoka Park Management Plan.

**Community Stewardship Begins with You**

Health of native and non-native plant, aquatic, and animal species requires personal attention. All should be protected from disease. Overactivity on your property or in the natural areas for any reason is against expert advice.



**This booklet will improve everyone's understanding of the natural environment surrounding your new home.**

This one of a kind community is based on prior and future commitments by all involved. This includes the special natural heritage features and preserved woodlands, provincial park lands, and wetlands in this new urban/rural setting. The community itself was carefully designed and constructed with this booklet in mind.





101B

privacy protection screen from predators. It is much better for the environment for people and pets to use existing marked trails with access only from the designated entry points on Komoka Road and Gilead Drive.



### Existing Forests & Vegetation

Some trees, especially along the River, might be in poor condition due to storms, disease, or old age. It is best to encourage natural growth of the forest by no intrusive human or pet activity. To achieve healthier and natural buffers for the trails, River valley, and Provincial Park, the property owners adjacent to these features will watch and help with:

- do not cut or remove any of the trees or vegetation from the natural areas
- do not improve or alter drainage systems or build any structures
- do not plant or dispose private property landscape products or yard waste materials; and
- with the information provided herein, consult the Internet for the best planting details for your property.

### Property Limits and Stormwater Management

The drainage from the roads, the open spaces and your property is part of a larger plan to enhance the environment. Your approved grading plan needs to be maintained especially at the limits of your property when fencing and planting work is done.

### Trails & Walkways

Random walking and trampling away from designated trails is generally destructive unless for a scientific purpose. The earth should not be compacted to inhibit ground vegetation and wildlife development. The forest floor is a crucial

### Pets & Wildlife

Domestic dogs and particularly cats are natural hunters. They can disturb birds and other small mammals from success in their natural habitat. Wild animals, including injured ones, cannot be kept in captivity without a license. Expert assistance is always available which you should contact, including the provincial Ministry of Natural Resources at [www.Ontario.ca/page/wildlife](http://www.Ontario.ca/page/wildlife). Many of the species in the area protected by law.

### EdgeWater Landscaping

The new grading and vegetation approved restoration and enhancement plan by the developer was designed by professionals and agreed with by municipal and provincial experts. The EdgeWater subdivision has been designed and constructed to achieve this high-level environmental enhancement and stewardship program. Homeowner planting should consider the surrounding natural environment and the community landscaping plans. New properties should avoid planting of invasive species and/or ornamental plants that might threaten the local ecosystem, including disease.



**Overall Community Comm to the Natural Environmen**  
Your family, friends, and neighbor needed to help maintain the environment surrounding Edge which has been carefully studied for this new community. Your contribution and contribution will greatly enhance our unique natural functions, including the Thame healthy forests, the Komoka Provincial and the wetlands. Your conscious encourage all wildlife, including creatures, to survive and flourish!

**Your Property & Everyone'**  
All EdgeWater residents will live walkway, landscaped areas, open river, and the Komoka Provincial significant wetlands. The local ecosystem is being further enhanced some is still in ongoing planning and enhancement stages.





**SCHEDULE "J"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

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

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

in respect to the whole or some of our customer's obligations under the Subdivision Agreement between our customer and you dated the 18<sup>th</sup> day of October, 2017 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 31<sup>st</sup> day of December, 201\_\_ 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 \_\_\_\_\_, 2017.



SCHEDULE "K"

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

SOUTH WINDS DEVELOPMENT CO. INC.

OF THE FIRST PART

- and -

MUNICIPALITY OF MIDDLESEX CENTRE

OF THE SECOND PART

INTERIM COMPLETION CERTIFICATE

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "Municipality"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the following services (hereinafter referred to as the "Completed Services") have been constructed and installed pursuant to and in accordance with the Subdivision Agreement (hereinafter referred to as the "Subdivision Agreement") dated the 18<sup>th</sup> day of October, 2017 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2015 :

- (1.) the underground services to be constructed and installed as part of the Phase I Works, as defined in the Subdivision Agreement, have been completed;
- (2.) all utilities to be constructed and installed as required by paragraph 30 of the Subdivision Agreement have been completed;
- (3.) all street signs and regulatory signage to be constructed and installed as required by the Subdivision Agreement have been completed;
- (4.) all street lights to be constructed and installed as required by the Subdivision Agreement have been completed and are fully operational; and
- (5.) a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase I Works, as defined in the Subdivision Agreement, has been completed;

I certify also that the Completed Services have been:

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

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

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

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

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

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

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

for a total value of \$ \_\_\_\_\_

Certified and delivered under my hand and professional seal this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

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

**SCHEDULE "L"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

BETWEEN:

**SOUTH WINDS DEVELOPMENT CO. INC.**

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

OF THE SECOND PART

**CERTIFICATE OF COMPLETION**

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 Subdivision Agreement dated the 18<sup>th</sup> day of October, 2017 and registered as No. \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2017 have been completed; and I hereby certify that all such services have been:

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

Certified and delivered under my hand and professional seal this \_\_\_ day of \_\_\_\_\_, 2017.

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





**SCHEDULE "N"**

to

THE SUBDIVISION AGREEMENT made the 18<sup>th</sup> day of October, 2017.

**B E T W E E N:**

**SOUTH WINDS DEVELOPMENT CO. INC.**

**OF THE FIRST PART**

- and -

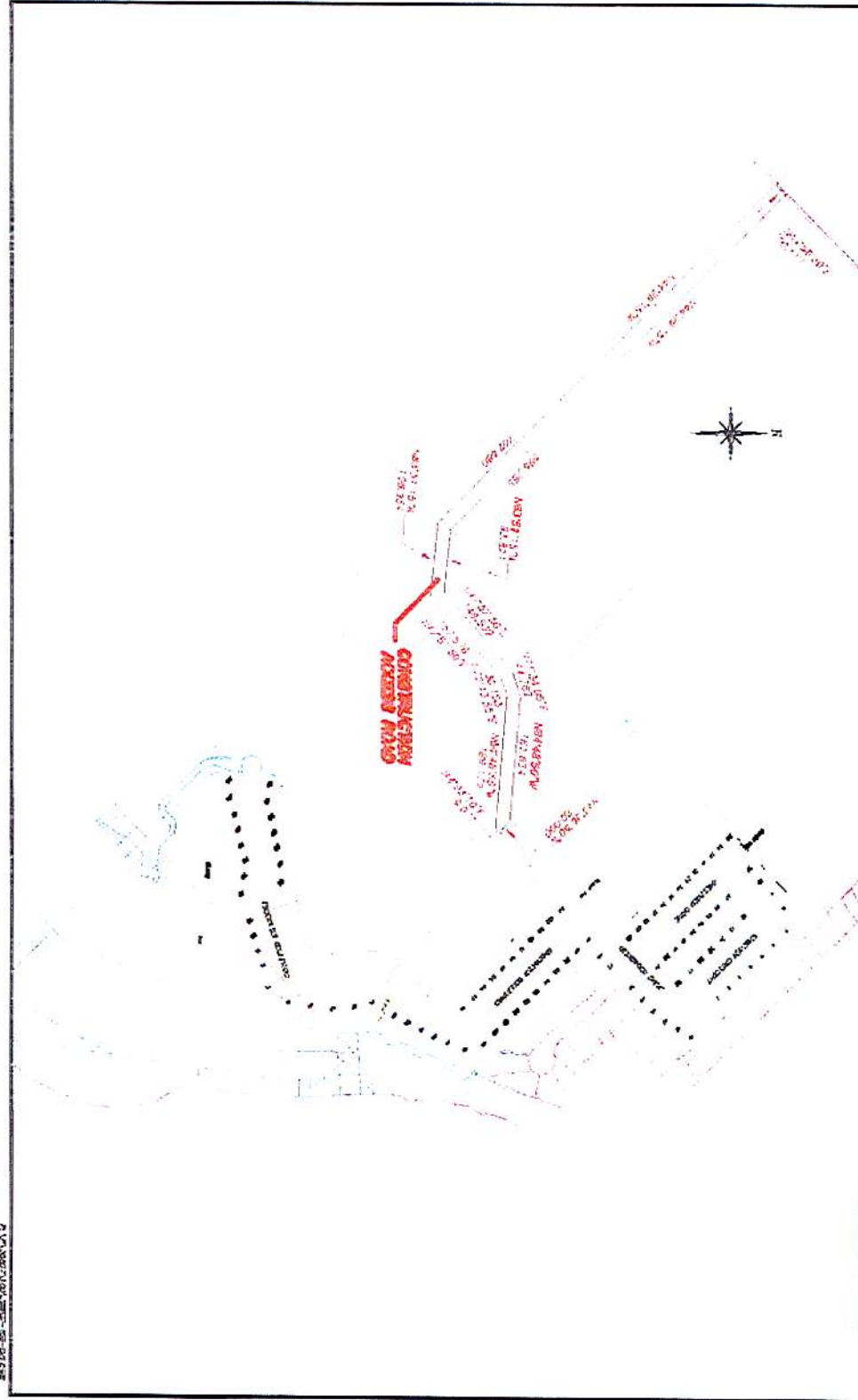
**MUNICIPALITY OF MIDDLESEX CENTRE**

**OF THE SECOND PART**

**CONSTRUCTION ACCESS ROAD LAND**

Schedule  
"N"





PLAN DE CALLES Y MANEJO DE TRAFICO

**SCHEDULE "B"**

to

**THIS FIRST AMENDING AGREEMENT TO THE SUBDIVISION AGREEMENT** made this \_\_\_\_ day of April 2024.

**B E T W E E N:**

**SOUTH WINDS DEVELOPMENT CO. INC.** a corporation  
incorporated under the laws of the Province of Ontario having its  
registered office in the Municipality of Middlesex Centre  
and the County of Middlesex  
(hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**PHASE 1B LANDS**

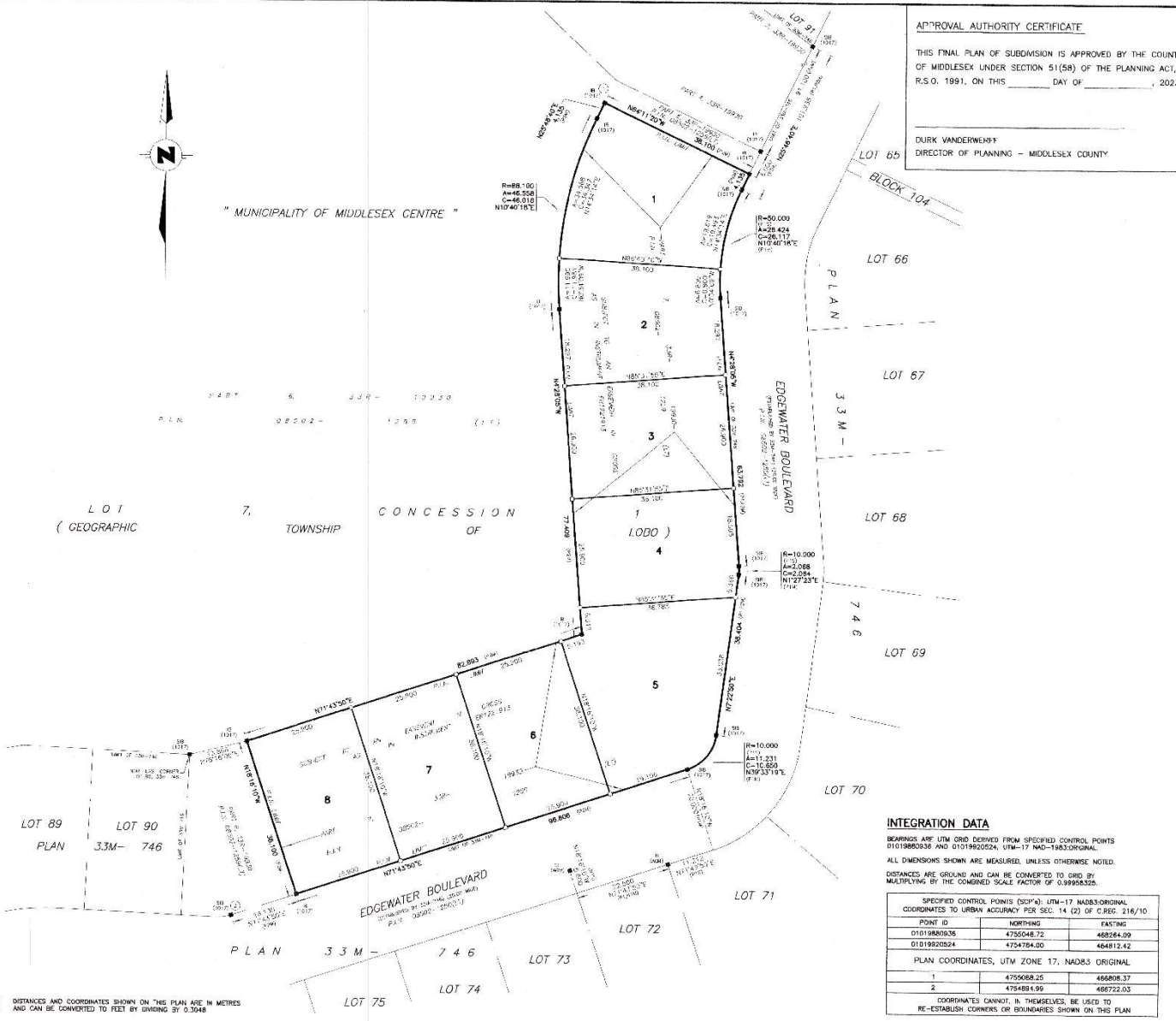
*See draft survey on following page.*

33M2023E-52

33M2017P-47



" MUNICIPALITY OF MIDDLESEX CENTRE "



**APPROVAL AUTHORITY CERTIFICATE**

THIS FINAL PLAN OF SUBDIVISION IS APPROVED BY THE COUNTY OF MIDDLESEX UNDER SECTION 51(58) OF THE PLANNING ACT, R.S.O. 1991, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DURK VANDERWERFF  
DIRECTOR OF PLANNING - MIDDLESEX COUNTY

**PLAN 33M-**

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF MIDDLESEX AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AND ENTERED IN THE PARCEL REGISTER FOR PLAN \_\_\_\_\_ AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)

THIS PLAN IS COMPRISED OF ALL OF P.L.N. 08502-1256(LT)

LOTS 1 TO 9 (BOTH INCLUSIVE) ARE SUBJECT TO AN EASEMENT IN GROSS AS IN INSTRUMENT E1221915.

**PLAN OF SUBDIVISION**  
OF PART OF  
**LOT 7, CONCESSION 1**  
(GEOGRAPHIC TOWNSHIP OF LOBO)  
IN THE  
**MUNICIPALITY OF MIDDLESEX CENTRE**  
COUNTY OF MIDDLESEX

SCALE 1:500 (METRIC)

(LOCAL METRES)  
PAUL J. BENEDICT  
ONTARIO LAND SURVEYOR

**LEGEND**

- C DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- CC DENOTES CUT CROSS
- IB DENOTES IRON BAR
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- WT DENOTES WITNESS
- 1017 DENOTES CALLON DIETZ, O.L.S.'s
- AGM DENOTES ARCHIBALD, GRAY & MAKAY, O.L.S.'s
- M DENOTES MEASURED
- S DENOTES SET
- P1 DENOTES PLAN 33M-746
- P2 DENOTES PLAN 33M-19930
- NT DENOTES AGM SURVEYORS REAL PROPERTY REPORT DATED NOVEMBER 24th, 2020, FILE# 10-M746-01-19

**MONUMENT NOTES**

ALL SET MONUMENTS SHOWN HEREON ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT:

1) LOTS 1 TO 9, BOTH INCLUSIVE, HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.

April 12, 2023  
DATE

SOUTH WINDS DEVELOPMENT CO. INC.  
*Stacey E. Graham*  
STACEY E. GRAHAM - PRESIDENT  
I HAVE THE AUTHORITY TO BIND THE CORPORATION

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
(2) THE SURVEY WAS COMPLETED ON THE 27th DAY OF FEBRUARY, 2023.

223 APRIL 18  
DATE

*Paul J. Benedict*  
PAUL J. BENEDICT  
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO A.O.S. PLAN SUBMISSION FORM NUMBER 22034/3.

10/06/2023 10:00:00 AM

**Callon Dietz** INCORPORATED  
ONTARIO LAND SURVEYORS  
GARDEN PLACE LONDON NORTH BAY  
info@callondietz.com callon@callondietz.com

SHIRLEY D. MCGEE | BRISKA, T. J. | TEL: No: 519-329-6946 | PLAN No: 0-3364

**INTEGRATION DATA**

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS 01018803036 AND 01019920224, UTM-17 NAD83 ORIGINAL.

ALL DIMENSIONS SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE CORRECTED SCALE FACTOR OF 0.99999329.

POINT ID	NORTHING	EASTING
01018803036	4750048.72	468244.09
01019920224	4754784.00	464812.42

PLAN COORDINATES, UTM ZONE 17, NAD83 ORIGINAL		
1	4750088.25	46808.37
2	4754884.99	468722.03

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

**METRIC** DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



**SCHEDULE "C"**

to

THIS FIRST AMENDING SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of April 2024.

**SOUTH WINDS DEVELOPMENT CO. INC.** a corporation **SOUTH WINDS DEVELOPMENT CO. INC.** a corporation incorporated under the laws of the Province of Ontario having its registered office in the Municipality of Middlesex Centre and the County of Middlesex (hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

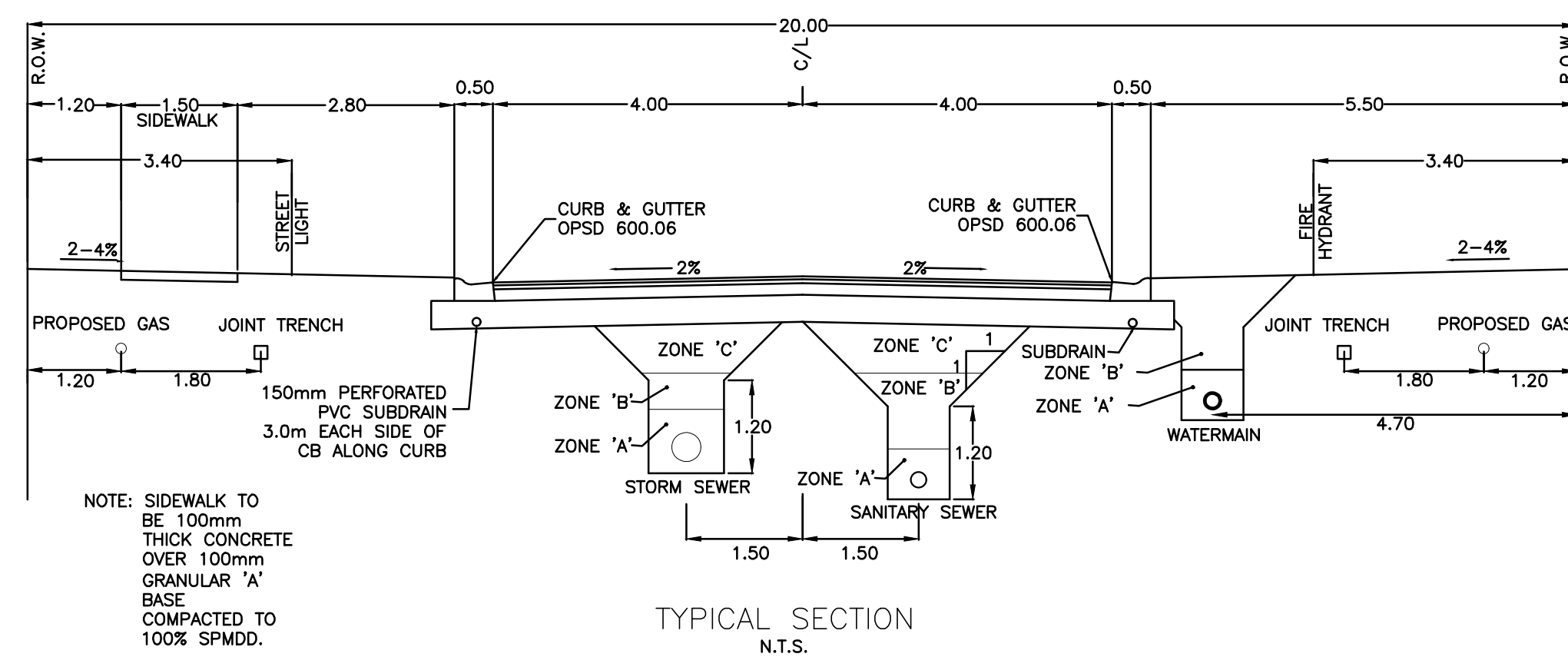
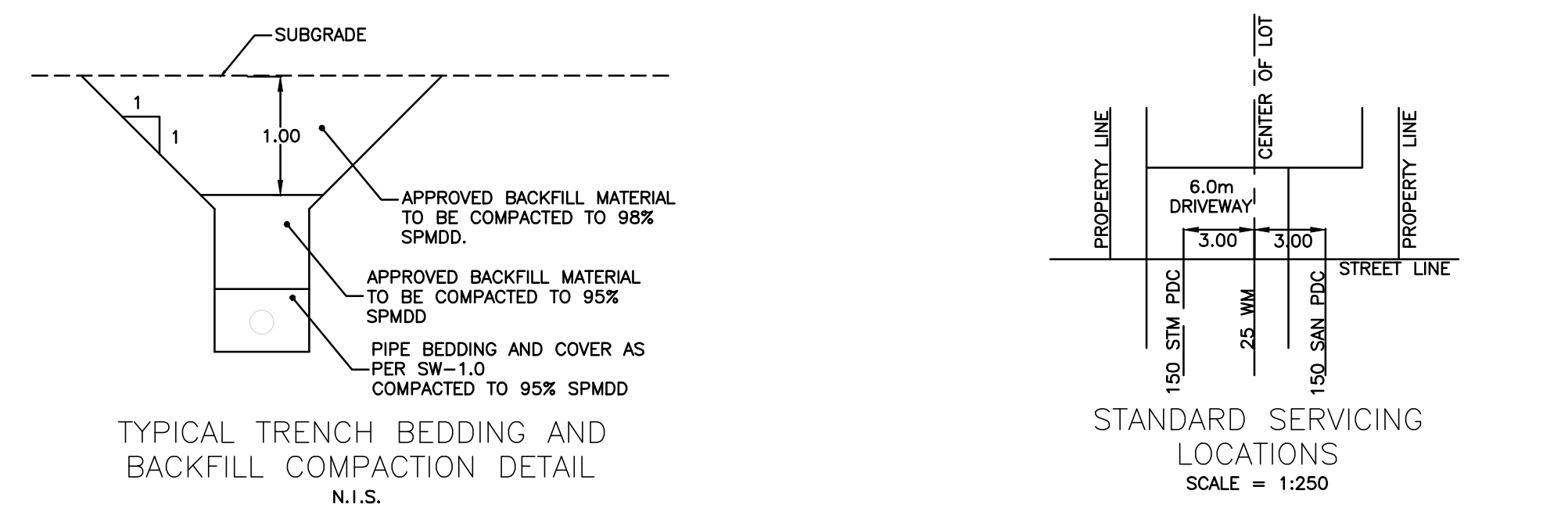
**MUNICIPALITY OF MIDDLESEX CENTRE**  
(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

**DESIGN DRAWINGS / PLANS**

*See drawing on following page.*



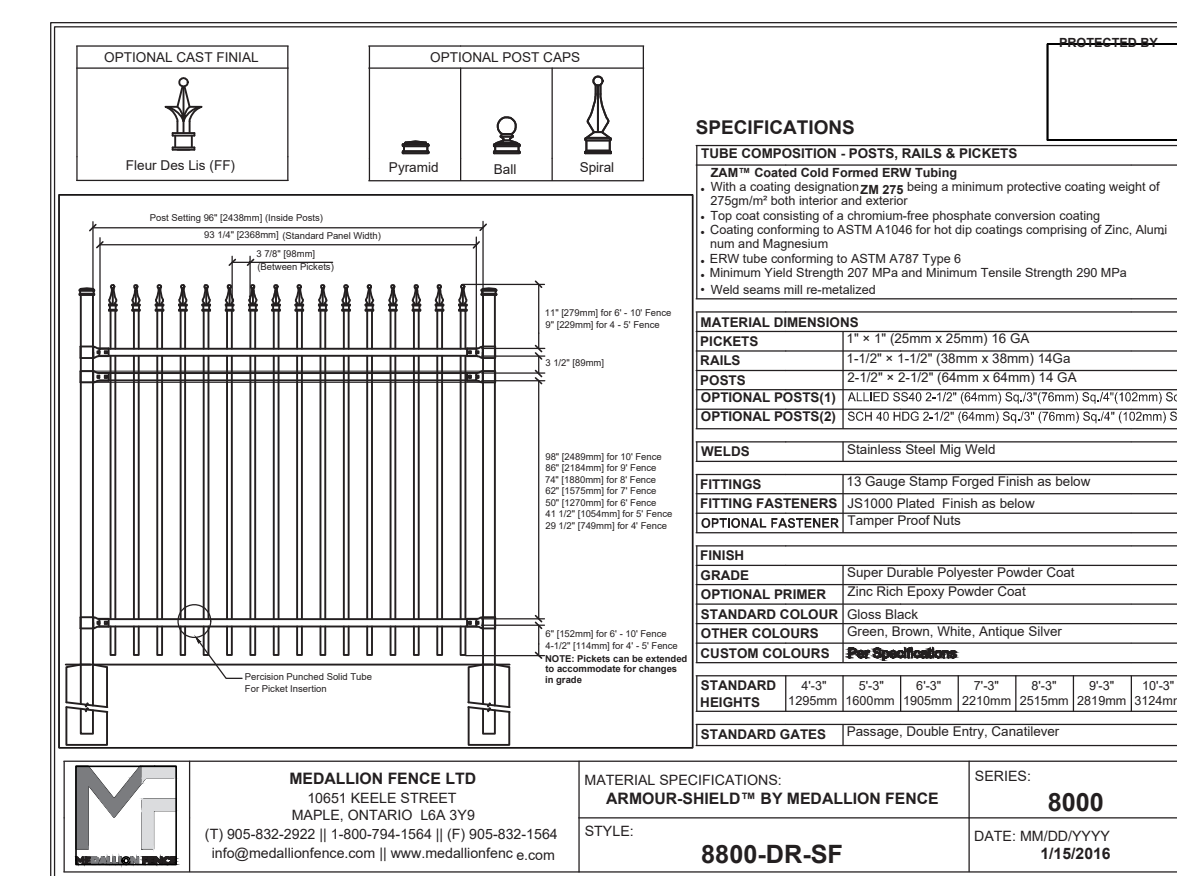


STREET CLASS	STREET NAME	ROAD ALLOWANCE WIDTH(m)	STREET WIDTH (m)	TYPE OF CURB AND GUTTER	ROAD THICKNESS (mm)				TOTAL THICKNESS (MIN.)
					ASPHALT WEARING COURSE	ASPHALT BASE	GRAN 'A'	GRAN 'B'	
LOCAL	WESTBROOK DRIVE STREET ONE	20.00	8.00	OPSD 600.06	40	50	150	300	540

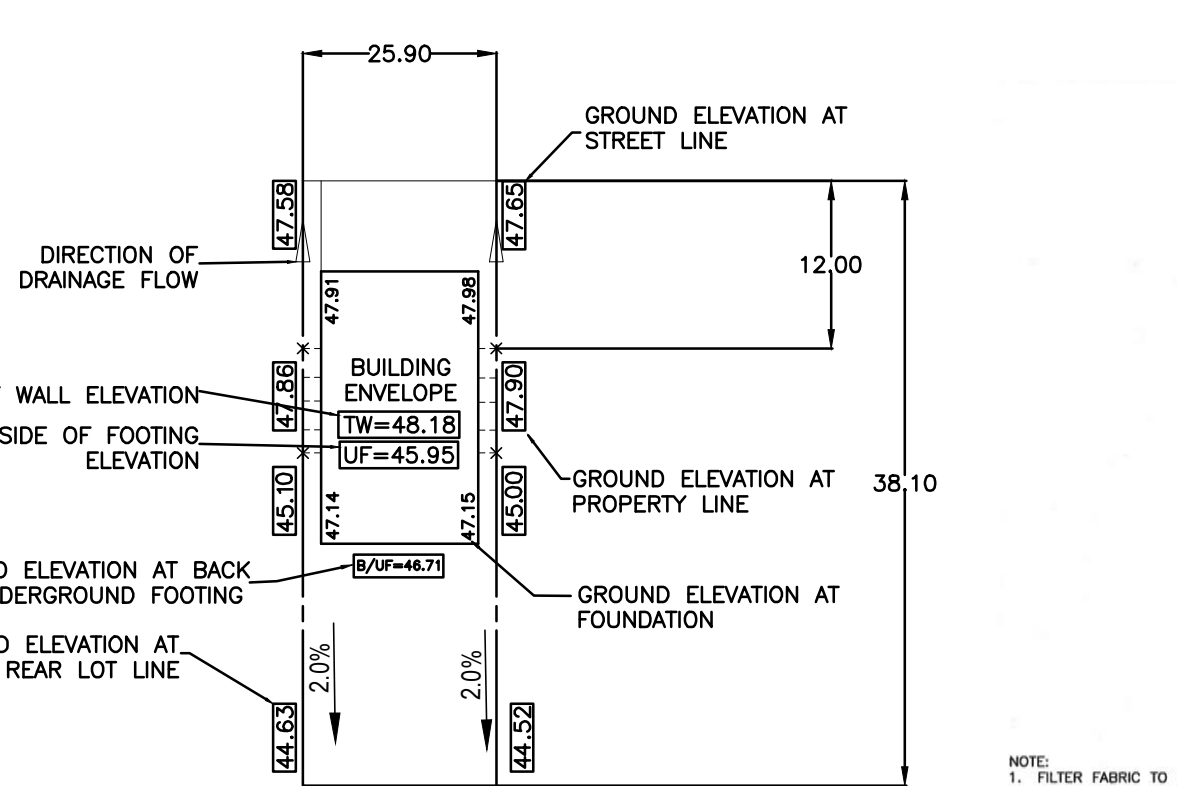
- CONSTRUCTION NOTES**
- These plans are not to be used for construction until signed and sealed by Professional Engineer and approved by the local municipality.
  - No changes are to be made without the approval of the Professional Engineer.
  - At least 48 hours prior to commencing construction for services on any existing road allowance and existing services within an existing easement maintained by the local municipality, the Subdivider / Developer is to obtain all required Permits.
  - The contractor is to notify the local municipality in writing at least 48 hours prior to commencing construction.
  - All work shall meet the minimum standards of the local municipality or the Engineering Standards noted.
  - The contractor shall determine the exact location of all poles, lines, conduits, watermain, sewers, and other underground and overhead utilities and structures before commencing the work. All utilities and structures are not necessarily shown on the drawings and where shown, accuracy is not guaranteed.
  - The contractor shall assume all liability for damages to utilities during construction.
  - The contractor is to meet all the requirements of the owners of the utilities on this plan, and must make satisfactory arrangements with the utility owners for crossing their installations and for providing adequate protection during construction.
  - Existing surfaces within the road allowance which are disturbed during construction shall be restored to a condition at least as good as original or as otherwise noted.
  - The Subdivider / Developer shall have his Professional Engineer provide full-time inspection during construction and a Certificate of Completion of work upon completion of all works to be constructed on an existing street or easement and all works which are to be assumed by the local municipality.
  - The Utility Coordinating Committee must be informed at least 2 weeks prior to commencing construction on any existing road allowance.
  - No foundation drain connections will be permitted into the sanitary sewers and no direct gravity connections from the foundation drains will be permitted to the storm sewer system unless the storm system has the capacity to provide for such connections.
  - Sump pumps shall be discharged to storm private drain connections.
  - Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or wearing surface coat of asphalt on any street for a new subdivision/development, such water service connection shall not be made using "open cut" but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or wearing surface coat of asphalt; it being understood that this policy shall apply except where, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.
  - If common trench construction is to be used for the installation of storm and sanitary sewers on any street for within this subdivision/development/project, the PDCs are to be constructed at least one foot behind the curb on that street, at the same time as installation of the sewers.
  - All organic, unstable or unsuitable materials beneath the road allowance or house foundations must be removed and these areas backfilled with an approved fill material, all to the satisfaction of the Geotechnical Engineer.
  - If a driveway is to be constructed in the approximate location of sidewalk tee extension, the tee extension may be eliminated provided that the curb and gutter section for sidewalk streets is used across the driveway curb and gutter.
  - The specifications for the design of the streets in conjunction with this subdivision/development/project have been based on a twenty year life expectancy.
  - Where adjacent manholes are located in close proximity to one another, the area between the adjacent manholes shall be backfilled in accordance with specifications in the following table:
 

Distance between adjacent Manholes	Material
0.6m or less	concrete or crushed stone
0.6m to 2.4m	granular material
more than 2.4m	approved native material
  - The above-noted backfill shall be compacted to the Standard Proctor Density specified in the soils report, or as approved by the local municipality.
  - All the substitutions must be approved by the local municipality.

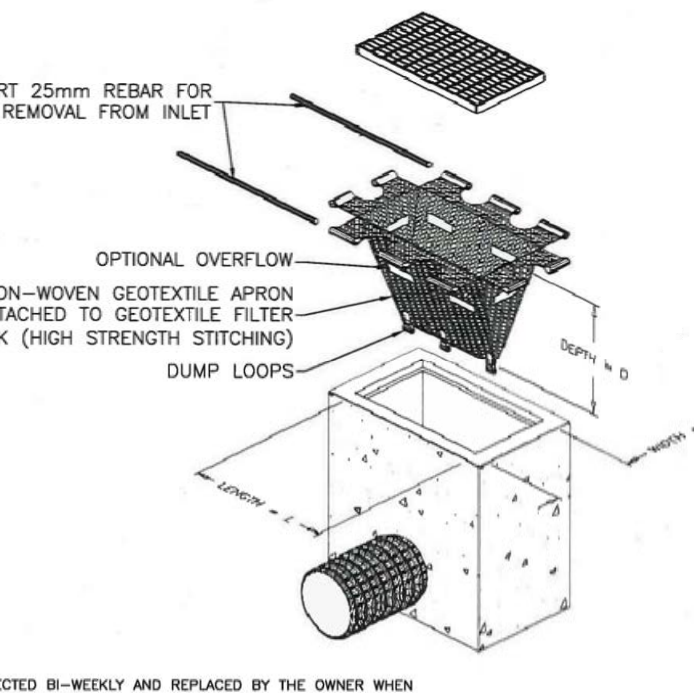
- EROSION AND SEDIMENT CONTROL MEASURES**
- The contractor shall be responsible for constructing and maintaining all erosion and sediment control measures. The failure of the ESC plan will be the responsibility of the contractor and not the contract administrator or municipality.
  - The contractor shall be responsible for maintaining all erosion and sediment control measures, including but not limited to: Maintaining fencing, diversion swales, and temporary sedimentation basins, and removing accumulated sediment.
  - All disturbed areas where work will not occur for 30 days or more shall be stabilized in accordance with OPSS 572. If grading is completed during off-season construction months, the slopes will be stabilized, as per OPSS 572, when weather permits.
  - Any soil stockpiles shall be surrounded with heavy duty silt fence, and stabilized in accordance with OPSS 572.
  - All erosion and sediment control measures shall be installed prior to the commencement of construction and shall remain in place until site restoration is complete.
  - Unless otherwise specified, geotextile (Terrafix 270R or approved equivalent) shall be installed in all catchbasins, manholes and pipe ends to protect the storm sewer system from sediment accumulation.
  - All accumulated sediment shall be disposed of at an approved location, in accordance with all applicable laws and regulations.
  - All dewatering effluent shall be disposed of in an approved sedimentation basin.
  - All sumps shall be kept clean during construction.



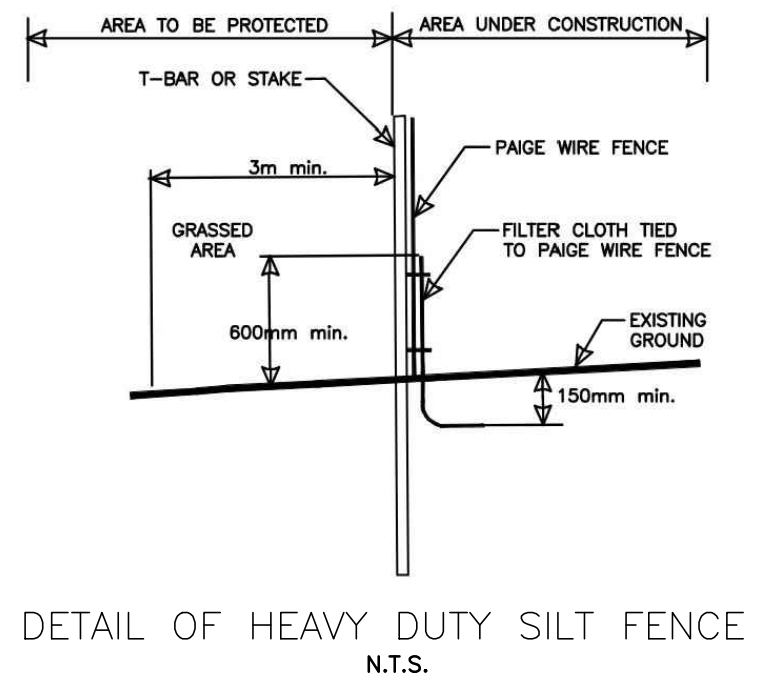
1.50m HIGH DECORATIVE WROUGHT IRON FENCE DETAIL N.I.S.



TYPICAL LOT GRADING DETAIL N.I.S.

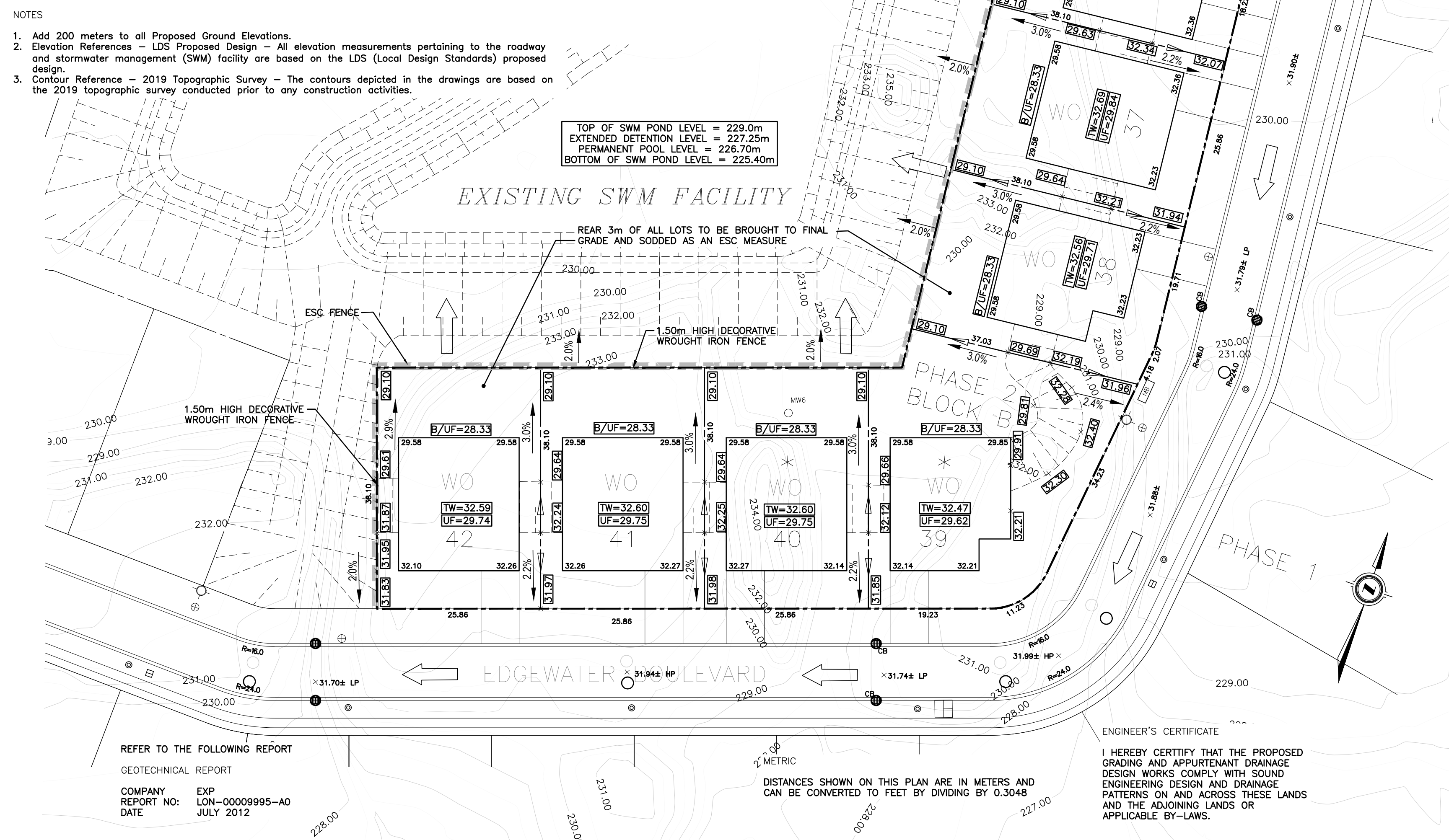


SEDIMENT TRAP DETAIL N.I.S.



DETAIL OF HEAVY DUTY SILT FENCE N.T.S.

- LEGEND:**
- EX. SANITARY MANHOLE
  - EX. STORM MANHOLE
  - EX. CATCHBASIN
  - PROP. CATCHBASIN SEDIMENT TRAP AS PER DETAIL THIS DRAWING
  - PROP. FIRE HYDRANT
  - WROUGHT IRON FENCE AS PER DETAIL ON THIS DRAWING
  - PHASE LIMIT LINE
  - SLOPE GRADIENT LINE
  - ESC FENCE AS PER DETAIL THIS DRAWING
  - PROPOSED ELEVATION
  - MAJOR OVERLAND FLOW ROUTE



REFER TO THE FOLLOWING REPORT  
 GEOTECHNICAL REPORT  
 COMPANY: EXP  
 REPORT NO: LON-00009995-AD  
 DATE: JULY 2012

ENGINEER'S CERTIFICATE  
 I HEREBY CERTIFY THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE DESIGN WORKS COMPLY WITH SOUND ENGINEERING DESIGN AND DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND THE ADJOINING LANDS OR APPLICABLE BY-LAWS.

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 100161570  
 February 20, 2024  
 LICENSED PROFESSIONAL ENGINEER  
 PROVINCE OF ONTARIO

**SW south winds**  
 DEVELOPMENT CO. INC.

**middlesex centre**  
 in the centre of it all

**middlesex centre**  
 in the centre of it all

ACCEPTED  
 Feb 23, 2024

**EDGEWATER ESTATES PHASE 1B  
 KILWORTH, ONTARIO**

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NO.	DATE	DESCRIPTION
2	2024/02/20	PHASE 1B SUBMISSION
1	2024/02/16	PHASE 1B SUBMISSION

PROJECT NO: 211-01620-00 DATE: FEBRUARY 2024

ORIGINAL SCALE: 1:500 IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.

DESIGNED BY: R.PARIKH  
 DRAWN BY: R.PARIKH  
 CHECKED BY: R.MANNING

**PROPOSED GRADING PLAN**

SHEET NUMBER: \_\_\_\_\_ OF \_\_\_\_\_

SHEET # \_\_\_\_\_ OF \_\_\_\_\_

ISSUE: PHASE 1B SUBMISSION

DATE OF: 2024-02-20