THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

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

OF THE SECOND PART

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THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

# SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

WHEREAS the Subdivider is the owner of the land described in Schedule "A", (hereinafter referred to as the "Land" or "Lands");

**AND WHEREAS** the Subdivider wishes to commence the development of the Lands by means of a registered plan of Subdivision and has made an application to The Corporation of the County of Middlesex (hereinafter referred to as the "**County**") therefor and has obtained draft plan approval for a plan of Subdivision from the County under the County's File No. 39T-MC1701;

**AND WHEREAS** the Subdivider now wishes to subdivide the Lands into ten (10) lots (Lots 1 to 10) for single detached dwellings, one (1) block for Open Space (Block 11); Blocks 12 to 14 for 0.3 metre reserves and a public road network (hereinafter collectively referred to as the "Plan") in the form of the photographic reduction attached as Schedule "B" hereto;

**AND WHEREAS** the Municipality, as a condition of its recommendation to the County that final approval be given to the development of the Lands, has required that this Agreement be entered into; and

**AND WHEREAS** the Municipality and the Subdivider are prepared to enter into this Agreement with respect to the development of the 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 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:

### THE PLAN AND RECITALS

- 1. The Parties acknowledge that for the purposes of this Agreement, including the Schedules the Plan is the plan of Subdivision prepared by Archibald, Gray & McKay Engineering Ltd. dated August, 2020, attached as Schedule "B". The full scale original of the Plan is maintained by the Municipality.
- 2. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

### DEFINITIONS

- 3. For the purposes of this Agreement the capitalized terms not otherwise defined herein shall have the meanings ascribed below:
  - 3.1 **"Conservation Authority**" shall mean the St. Clair Region Conservation Authority as may be applicable in the circumstances;
  - 3.2 The **"Municipal Engineer**" shall mean the Municipality's Director of Public Works and Engineering and shall include his in house or consulting engineer designate;
  - 3.3 The "**Plan**" shall mean the plan of Subdivision prepared by Archibald, Gray & McKay Engineering Ltd. dated August, 2020, a photographic reduction of which is attached as Schedule "B" to this Agreement;
  - 3.4 The "**Works**" shall mean the servicing work required of the Subdivider by this Agreement referred to in section 11 below and more particularly described in Schedule "F" to this Agreement;
  - 3.5 The "Servicing Plans" shall mean the plans, drawings and notes identified in section 1 of Schedule "F" to this Agreement;
  - 3.6 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* (Ontario) and who has been appointed by the Subdivider for the purposes of this Agreement as required by section 11 of this Agreement;

#### **REGISTRATION OF AGREEMENT AND PLAN**

- 4. The Subdivider consents to and will register this Agreement against the title to the Land in the appropriate Land Titles Office immediately prior to the registration of the Plan to the intent and purpose that this Agreement and all of the Subdivider's covenants herein shall run with the Lands.
- 5. As soon as practicable after the Municipality's recommendation of the approval of the Plan, but not later than thirty (30) days after the final approval of the Plan by the County, the Subdivider shall cause the Plan to be registered in the Land Titles Office for the Land Titles Division of Middlesex (No. 33).

### **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 Land, all persons having any interest in the 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 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 Land or 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 Land, that all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer described in Part 2 of Schedule "C" attached to this Agreement have executed authorizations postponing their respect to the interests in the Land and that the Subdivider's Solicitor is authorized to register such Notice(s) of Postponement on title to the Land immediately following registration of this Agreement on title to the Land.

### **CONVEYANCES**

- 8. The conveyance of real property to the Municipality shall be made:
  - 8.1 to the Municipality as provided in section 41 (dedications), and of easements as provided in section 33 (easements) of this Agreement

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

### LEGAL OPINIONS REQUIRED

- 9. Not later than forty-five (45) days after the final approval of the 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:
  - 9.1 At the date of signing of this Agreement and at the date of the registration of this Agreement upon title, the Subdivider is the owner in fee simple of the Land free of all liens and encumbrances, save and except for any interest in the Land of an owner, mortgagee, tenant, easement holder or other encumbrancer as described in Parts 1 and 2 of Schedule "C" attached to this Agreement;

- 9.2 This Agreement has been registered against the Land in a first priority position, save and except for any interest in the Land described in Part 1 of Schedule "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;
- 9.3 The Plan is registered in the Land Titles Office for the Land Titles Division of Middlesex (No. 33);
- 9.4 The conveyance of real property to the Municipality as provided in section 41 (dedications), and of easements as provided in section 33 has been made to the Municipality in satisfaction of the provisions of this Agreement, free and clear of all liens and encumbrances, save and except this Agreement and any easements in favour of the Municipality, and with such postponements of interest as are necessary to provide a free and clear interest.

The said opinion(s) shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

# **DEDICATION FOR ROAD PURPOSES**

10. As soon as reasonably possible following registration in the Land Registry Office of the Plan the Subdivider shall transfer to the Municipality the areas identified as Bowling Green Drive for road purposes.

### SUBDIVIDER'S ENGINEERS

- 11. The Subdivider shall engage competent Engineers registered with Professional Engineers Ontario for the works specified in Schedule "F" hereto (herein referred to as the "**Works**") to be undertaken by the Subdivider to the satisfaction of the Municipality, and in accordance with the standard at the time of the approval:
  - 11.1 To design the Works in accordance with the current guidelines and standards prescribed by the Municipality;
  - 11.2 To prepare a tender for the construction of the Works;
  - 11.3 To assist the Subdivider to obtain all necessary approvals in connection therewith;
  - 11.4 To provide full-time on-site inspection of all construction of the Works;
  - 11.5 To prepare and maintain records in connection with the construction of the Works; and
  - 11.6 To prepare and furnish "Record" drawings of the Works as defined by the Professional Engineers of Ontario.

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

# SUBMISSION FOR APPROVAL

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 Works, with the Subdivider's Engineers' professional stamp affixed thereto.

# **GRADING PLAN**

- 13. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a grading plan (hereinafter referred to as the "**Grading Plan**", a reduced copy of which is attached to this Agreement) showing the following information:
  - 13.1 The existing and final elevations of the 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 Plan;
  - 13.3 For each of the lots as shown on the Plan, the location of the catch basins, private sub drains and other storm water management features depicted as set out in the Grading Plan attached to this Agreement; and
  - 13.4 The stormwater management plan and facilities, including all land designated for drainage works.

### **PRIVATE SERVICES**

14. The Subdivider shall submit for the review and approval of the Municipal Engineer a plan confirming the general location of the private services including the well providing potable water, septic system and tile bed, and stormwater infiltration systems servicing each dwelling. The well providing potable water shall be situated in the front yard of each dwelling. Such private servicing information shall be provided for each individual lot and contained on a plan referred to as the "Individual Lot Servicing Plan" prior to the issuance of each building permit.

### **CONSTRUCTION WORK PLAN**

- 15. 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:
  - 15.1 A map showing the haul road or road for construction traffic required by section 32 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
  - 15.2 A map showing the location of the Subdivision sign required by section 25;
  - 15.3 Confirmation of municipal protocols for the scheduling of inspections for the Works per the following:
    - 15.3.1 All municipal inspections are to be scheduled with a minimum 10 working days' notice in advance of the date of inspection;
    - 15.3.2 Municipal inspections relating to final acceptance and assumption of the Works as contemplated by sections 59 and 61 will <u>not</u> be scheduled during the period extending from November 15<sup>th</sup> to April 15<sup>th</sup>. Inspections may however be scheduled at any time weather permitting and in the sole and absolute discretion of the Municipality;
  - 15.4 A surface features plan certified by the Subdivider's Engineers illustrating the location of:
    - Future Sidewalk location
    - Street and traffic signage;
    - Street pavement markings;
    - Driveways at cul-de-sacs and on 90 degree road bends;
    - Street-lighting;
    - Community mail boxes;
    - Communication boxes or pedestals.
  - 15.5 A sediment and erosion control plan;
  - 15.6 A street cleaning schedule;
  - 15.7 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to

questions or complaints about the installation, construction operation and maintenance of the Works; and

15.8 The form of notice to be given to affected land owners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in section 15.7 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 Works progresses.

# **APPROVAL BY MUNICIPAL ENGINEER**

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

### ADDITIONAL APPROVAL BY MECP

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

# ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY

- 18. In addition to the approval of the Municipal Engineer as required by section 16, all lot grading plans, drainage plans, storm water management plans, sediment and erosion control measures, and Individual Lot Servicing Plan, to be used during construction, as well as all Works located in regulated areas shall be considered, amended if necessary with the concurrence of the Subdivider and of the Subdivider's Engineers, and shall be subject to approval by the Conservation Authority, where required.
- 19. The Subdivider acknowledges and agrees that:
  - 19.1 No development shall be permitted on Lot 5 without the written permission of the Conservation Authority under the provisions of O.Reg. 171/06 to ensure that development is directed outside of the erosion hazard which development may require the submission of a geotechnical assessment;

- 19.2 Any and all development, including without limitation, structures, excavation, grading, site alteration and septic systems must be situated within a minimum of 30 metres from the Provincially Significant Wetland boundary, and septic systems must be a minimum of 0.9 meters above the high ground water table; and
- 19.3 Any development on lots located within the area regulated by the Conservation Authority shall require further review and permission from the Conservation Authority including but not limited to the issuance of section 28 permits, as required.

### APPROPRIATE ZONING

20. The Subdivider shall ensure that appropriate zoning is in effect for the Lands and shall confirm that Block 11 is zoned in such a manner as to only permit conservation use, excluding buildings and structures and confirm that the existing Hazard Lands zoning overlay on the Lands as set out in the Municipality's Comprehensive By-law as it applies to the Lands shall remain in force.

### STORMWATER MANAGEMENT PLAN

- 21. The Subdivider shall submit a detailed stormwater management plan to be reviewed and accepted by the Conservation Authority, approved by the MECP and 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 integrated with the stormwater management plan approved under this Agreement and shall be based upon the following documents:
  - 21.1 Stormwater Management Report, prepared by AGM, September 27, 2024;
  - 21.2 Development Assessment Report, prepared by Sage Earth, dated May 22, 2018;
  - 21.3 Hydrogeological Assessment, prepared by JFM Environmental, Part Lots 5 & 6, Concession 8 (Lobo), Municipality of Middlesex Centre, dated January 20, 2025

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

### HOMEOWNER INFORMATION PACKAGE

- 22. The Subdivider shall provide a Homeowner Education Guide (HEG) information package to describe details about the on-site private servicing as it pertains to water quality of the wetland and include information and details respecting:
  - 22.1 The proper use and maintenance of on-site private servicing systems including but not limited to any services identified on the Individual Lot Servicing Plan;
  - 22.2 The controls in place to regularly monitor the on-site private servicing systems to ensure that the system is functioning properly;
  - 22.3 The obligation to ensure the future replacement of the on-site private servicing system that meets a similar, or higher level of nitrate control;
  - 22.4 How homeowners can avoid and/or mitigate human effects on the natural heritage features and include information about wildlife and wildlife habitat;
  - 22.5 Restrictions on the use of road salt, water softeners and fertilizers within the development, and pool water discharge; and
  - 22.6 A warning and information about potential odours due to proximity to normal farm practices;

The HEG as recommended by Sage Earth through the Development Assessment Report shall be prepared and distributed to all landowners to the satisfaction of the St. Clair Region Conservation Authority and the Municipality. 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 Plan before such person is bound by an agreement to purchase any such lot.

### ENVIRONMENTAL PROTECTION MEASURES

23. The Subdivider shall implement any environmental protection measures recommended in the stormwater management plan and report required as contemplated by section 21, that are not capable of being addressed under the *Ontario Water Resources Act*.

### STORMWATER MANAGEMENT ISSUES

- 24. The Subdivider shall implement the following requirements with respect to the approved stormwater management plan:
  - 24.1 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;

- 24.2 The inclusion of any measures necessary to implement stormwater quality controls not subject to regulation pursuant to the *Ontario Water Resources Act;*
- 24.3 The inclusion of water quantity and quality controls for any pipe system used for the purposes of conveying water.

#### **SIGN OF PLAN**

- 25. The Subdivider shall erect at the time of commencement of the construction of the Works and shall thereafter maintain until the time when seventy-five (75%) percent of the lots as shown on the Plan have had constructed thereon dwellings that are available for residential occupancy, a sign showing the Plan; and such sign shall:
  - 25.1 Be at least 1.0 metres (3 feet) by 2.0 metres (6 feet) in size,
  - 25.2 Be located at a place on the Land approved by the Municipal Engineer,
  - 25.3 Show the approved draft plan of subdivision and applicable zoning of the Lands, and
  - 25.4 Show the various lots on the Plan and the permitted uses thereof.

### AUTHORIZATION TO PROCEED WITH CONSTRUCTION

- 26. No site alteration, construction or installation of the Works shall commence nor shall the Subdivider cause or permit any grading of the Land until:
  - 26.1 After the written approval of the Municipal Engineer, and the approval of the MECP and of the Conservation Authority have been given with respect to all of the Works as contemplated by sections 16 to 18;
  - 26.2 A certificate of insurance as required in accordance with section 50 has been given to the Treasurer;
  - 26.3 The Letter of Credit as required in accordance with section 47 of this Agreement has been furnished to the Treasurer;
  - 26.4 All easements and dedications in respect of all Works as contemplated by section 41 (dedications), and section 33 (easements) have been granted to the Municipality and the solicitor's opinions required by section 9 and 35 have been delivered to the Municipality;
  - 26.5 The Subdivider has paid all funds required by this Agreement to the Municipality in addition to any funds owed and outstanding to the Municipality and required by any prior Subdivision Agreements entered into by the parties and associated with any of the lands subject to draft plan approval under the County's File No. 39T-MC1701, and such amounts are related to the Municipality's costs associated

with 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/or any prior Agreements relating to the Lands and/or in connection with any earlier Agreements entered into by the Parties and as described in section 84 and section 86 below;

26.6 The Municipal Engineer, in the Municipal Engineer's sole and absolute discretion may issue an authorization to proceed with the construction and/or installation of the Works on any portion of the Lands (the "Authorization to Commence Work on a Portion of the Lands"). The Municipal Engineer may issue an Authorization to Commence Work on a Portion of the Lands for any lands confirmed to be situated outside of any area regulated by the Conservation Authority and such Authorization to Commence Work on a Portion of the Lands appropriate and necessary by the Municipal Engineer including but not limited to fencing and/or any other separation of lands regulated by the Conservation Authority from the remainder of the Lands;

but once all such matters have been attended to, the Municipal Engineer shall issue an "Authorization to Commence Work" or an "Authorization to Commence Work on a Portion of the Lands" whereupon, the Subdivider shall first rough grade or cause the Land to be rough graded in accordance with the approved Grading Plan as set out in Schedule "G", 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 Works on a continuous basis and as quickly as possible and shall complete the Works to the stage of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance, as contemplated by section 52, 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) year period in respect of all or any part or parts of the Works and the Municipal Engineer may grant any such request on such terms and conditions as the Municipal Engineer may see fit to impose. Such a request for an extension shall be accompanied by a justification prepared by the Subdivider's Engineers supporting the request and describing not only the technical basis for the request but also the length of the extension proposed.

### INSPECTION AND CONTRACT ADMINISTRATION OF CONSTRUCTION

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

# **STANDARD OF WORK AND VARIATIONS**

28. The 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 Works progresses and the Subdivider shall construct and install the Works strictly in accordance with the plans and specifications as so varied by the Municipal Engineer, and in accordance with the standard at the time of approval.

# GENERAL MAINTENANCE

29. Until final acceptance and assumption of the Works by a by-law of the Municipality, as contemplated by section 60, the Subdivider shall maintain or cause to be maintained all of the Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of roads within the Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

# **HAZARDOUS MATERIAL**

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

### **MAINTENANCE OF DRAINS**

31. During the installation and construction of the Works and until final acceptance and assumption of the Works by a by-law of the Municipality, as contemplated by section 60, the Subdivider shall maintain in working operation and repair all drains in use on the Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the 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 Works.

### **CONSTRUCTION TRAFFIC**

- 32. Until final acceptance and assumption of the Works by a by-law of the Municipality, as contemplated by section 60, 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 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.

- 32.1 Failure to post the signage required by this Agreement, identifying the construction haul road and/or any temporary construction roads including but not limited to the signage prohibiting construction traffic on the specified roads in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Subdivider under section84;
- 32.2 The Municipality may, in its sole and absolute discretion, implement measures to direct construction traffic to the appropriately designated haul roads, particularly as it relates to the use of existing road access for the purposes of construction activities, such measures if required, shall be implemented by the Municipality, acting reasonably, at the sole cost and expense of the Developer with all costs incurred by the Municipality being charged to the Subdivider under section84.

### EASEMENTS

- 33. The Subdivider shall, at no cost to the Municipality, provide:
  - 33.1 such easements as may be necessary in connection with the construction, installation and/or maintenance of the Works including but not limited to any easements for stormwater management;

with such easement or easements subject to the approval of the Municipal Engineer as to location and width; and construction and installation of any 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

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

### UTILITIES EASEMENTS

35. The Subdivider shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Union Gas, Bell Canada, Rogers and Execulink or such other telephone and telecommunication service provider as may be designated by the Municipality, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 35 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 52, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of attached as Schedule "E" hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

### UTILITIES CO-ORDINATION

36. The Subdivider shall co-operate with Hydro One, Union Gas, Bell Canada, Execulink, Rogers or such other telephone and telecommunication service provider as may be designated by the Municipality, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Land. The Subdivider agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of Works and, in this connection, the Subdivider shall adjust all road grades, the grade of any affected Works as may be required by the Municipal Engineer until the Municipality has assumed the Works by by-law, as contemplated by section **60**.

### CANADA POST COMMUNITY MAILBOXES

37. The Subdivider shall arrange to have Canada Post provide, at no cost to the Municipality, community mailboxes on the Land; and the Subdivider shall provide and grant by Transfer, for nominal consideration, to Canada Post such easements as may be reasonably necessary for such community mailboxes or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 37 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 52, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of this Agreement adapted for the purpose of this section. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

#### **DEVELOPMENT CHARGES**

38. The Subdivider/Owner of a Lot shall pay to the Municipality development charges in connection with the Subdivision of the Land in accordance with the Municipality's Development Charges By-law applicable and any other pertinent agreements to the Land

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

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

### PARKLAND DEDICATION

- 40. The Parties agree that the Subdivider has made a park land dedication in connection with development of the Land under draft plan of Subdivision approval from the County under its File No. 39T-MC1701. For the purposes of the Plan the Parties agree that the Subdivider is to make a conveyance of up to 5% of the Land to the Municipality or a cash-in-lieu payment in lieu of parkland dedication for park purposes. Note that the lands designated for park purposes shall **not** include Block 11:
  - 40.1 The Parties acknowledge that, the Subdivider agreed to pay cash in lieu of a 5% park land dedication within a period of six (6) months following the issuance of the ICPA. Upon issuance of the ICPA the Municipality shall provide an invoice to the Subdivider payable in a period of six (6) months for the parkland dedication requirements.;
  - 40.2 The Parties acknowledge that the area of the Land is 7.325 hectares (18.10 acres), 5% of which is 0.366 hectares (0.904 acres). The Subdivider acknowledges and agrees that 0.366 hectares (0.904 acres) of land is required for the dedication of land for parkland purposes and shall make a cash-in-lieu parkland dedication payment in connection with the development of the Land for park purposes, the Subdivider shall pay to the Municipality the fair market value of the 0.366 hectares (0.904 acres) for park purposes. The value of the Lands for the purposes of quantifying the parkland dedication may be agreed upon by the Municipality, acting reasonably. The value will be determined through the preparation of an appraisal by an appraiser, both the appraisal and appraiser being agreed upon by the Municipality and the Subdivider, both acting reasonably. For greater certainty, the amount of the cash-in-lieu parkland amount shall be determined within a period of ninety days (90) days following the execution of this Agreement and paid in accordance with section 40.1 above.

The appraiser shall be retained by the Subdivider. The Subdivider agrees to provide an appraisal from an appraiser that has been approved by the Municipality and is appropriately accredited Any and all costs associated with the appraisal shall be paid by the Subdivider.

# DEDICATIONS

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

41.1 Blocks 12, 13 and 14 for the purpose of a 0.3 metre reserve;

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.

### MUNICIPAL DRAINAGE

- 42. 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:
  - 42.1 apportionment of the assessments previously assessed against the Land in accordance with Section 65 of the *Drainage Act*; and
  - 42.2 improvement of any municipal drain under Section 4 or under Section 80 of the *Drainage Act* for the purposes of providing property sufficient outlet for storm water to be disposed from the Land as contemplated by the Works.

### DEDICATIONS OF AND IMPROVEMENTS TO THE COUNTY ROAD

- 43. The Subdivider shall, at its expense, and immediately after the registration of the Plan, convey to County in fee simple free and clear of all liens and encumbrances
  - 43.1 additional lands situated for road widening purposes along County Road 16 (Ilderton Road) with the exact amount to be confirmed so that the road allowance for County Road 16 (Ilderton Road) is 18 metres from the constructed centreline of County Road 16 (Ilderton Road) for road widening purposes to the County of Middlesex.

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

44. The Subdivider acknowledges and agrees that all external improvements within the County Road right-of-way, including but not limited to drainage improvements, road, and utilities shall be completed at the sole cost and expense and responsibility of the Subdivider.

#### ENTRANCE/ACCESS PERMIT, TURNING LANES, AND ACCESS POINTS – ILDERTON ROAD

- 45. The Subdivider shall satisfy all conditions of any approval of the County's entrance requirements including but not limited to:
  - 45.1 The right turn road design improvements to be installed at the new intersection of Bowling Green Drive and Ilderton Road (County Road 16) including the paved shoulder. All costs, approvals, permits, design and construction of the road design shall be the sole responsibility of the Subdivider and shall comply with all of the conditions and requirements imposed by the County.

- 45.2 Lots 1 and 2 shall share a single access point to Ilderton Road and reciprocal access easements for Lots 1 and 2 be established and provided to each lot which shall be to the satisfaction of the Municipality;
- 45.3 The establishment of 0.3 metre reserves along Ilderton Road (Blocks 12, 13, 14) to restrict the access location to the Lots.

### IMPERIAL OIL REQUIREMENTS

- 46. The Subdivider acknowledges and agrees that it shall as it relates to the Imperial Oil pipeline situated on the Lands:
  - 46.1 Establish an easement to the satisfaction, and in favour, of Imperial Oil a minimum of 15.24 metres in width and as shown on the draft plan of subdivision attached as Schedule "B" to this Agreement being Part 9, 33R18785;
  - 46.2 Prohibit the siting or location of any buildings or structures within 20 metres of the Imperial Oil pipeline and confirm that the applicable zoning for Lots 1, 2, 3, 4 and 9 clearly identify and reflect this Imperial Oil required setback. Accessory uses including, but not limited to, pools, sheds, decks, private services and infiltration galleries are permitted only with the prior written approval of Imperial Oil;
  - 46.3 Confirm with the Municipality in writing that a crossing and encroachment agreement for construction equipment has been entered into with Imperial Oil;

### LETTER OF CREDIT

47. Forthwith upon the Municipal Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the Grading Plan, and before the Municipal Engineer issues the Authorization to Commence Work contemplated in section 26 of this Agreement, the Subdivider shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "J" hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Works as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (20%) Percent of the value of the Works or SEVENTY-FIVE THOUSAND, (\$75,000.00) DOLLARS, whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the Treasurer, and all such security shall be for the purpose of securing performance of all of the obligations of the Subdivider under this Agreement and shall be provided before the Authorization to Proceed with Construction.

### SECURITY FOR ALL SUBDIVIDER'S OBLIGATIONS

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

the Subdivider to the Municipality in accordance with section 84 and section 86 of this Agreement.

#### PARTIAL RELEASE OF SECURITY

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

After such certificate and estimate has been reviewed and confirmed acceptable 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 Works, including the Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement; and the Parties agree that, when deciding upon the amount of security to be retained to secure completion of the uncompleted part of the Works, including the Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement, the Municipal Engineer shall take into account his estimate of the cost of enforcing compliance with this Agreement and of realizing upon the security provided for this Agreement, including legal and engineering costs and the cost of the Municipality's procurement policies and practise and that the amount of the Letter of Credit shall not be reduced to less than SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, until the Municipality has finally accepted the Works by by-law, as contemplated by section 59, of this Agreement. Notwithstanding anything contained in this Agreement, no reduction of the Letter of Credit shall relieve the Subdivider of any of the obligations of the Subdivider hereunder.

### INSURANCE

50. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section **60**, including the Warranty Period, the Subdivider shall maintain in force and effect insurance which satisfies the following:

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

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Subdivider shall provide the Municipality with evidence of the insurance to be provided as required by this section 50 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the Subdivision agreement dated the \_\_\_\_\_ day of February, 2025 between Municipality of Middlesex Centre and Sydenham Realty Inc.

The Subdivider shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Subdivider shall

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

### INDEMNITY

51. Until the Municipality shall have finally accepted the Works by a by-law, as contemplated by section **60**, 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 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 contracts; and the insurance coverage policy required by section 50 shall not be construed as relieving the Subdivider from responsibility for indemnity of the Municipality and its agents, employees, contractors and subcontractors for liability not covered by such insurance or in excess of the policy limits of such insurance.

### INTERIM COMPLETION CERTIFICATE

- 52. Upon completion of:
  - 52.1 the underground services to be constructed and installed as part of the Works;
  - 52.2 all street signs and regulatory signage have been provided to the satisfaction of the Municipal Engineer;
  - 52.3 subject to section 53, all utilities required by section 34;
  - 52.4 subject to section 53, all street lights such that they are fully operational;
  - 52.5 a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Works;

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

The Interim Completion Certificate shall include:

- 52.6 a certification in substantially the form set out in Schedule "K";
- 52.7 a solicitor's opinion as to utilities' easements, if any, as required by section 35;
- 52.8 a solicitor's opinion with respect to Canada Post community mail box, if any, as required by section 37;

- 52.9 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 52.10 a report identifying any deficiencies in the Works and how such deficiencies are to be addressed; and
- 52.11 an updated Surface Features Plan certified by the Subdivider's Engineers, showing the location of:
  - 52.11.1 TV Cable pedestal boxes,
  - 52.11.2 Pedestal boxes for Bell Canada or such other telephone and telecommunication service provider as has been designated by the Municipality,
  - 52.11.3 Electric transformers,
  - 52.11.4 Utility Easements,
  - 52.11.5 Canada Post community mailboxes.

So long as the Subdivider is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of those things enumerated in sections 52.1 to52.5, inclusive, the receipt and acceptability of those things enumerated in sections 52.6 to 52.11 including 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 Works.

#### ARRANGEMENTS FOR UTILITY INSTALLATION

53. Notwithstanding the requirement of section 52 that the utilities referred to in section 34 are to be completed and that street lights are to be fully operational before the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Subdivider may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section33. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units in the case of utilities and within six (6) months of the Interim Completion Certificate in the case of street lighting, the Municipal Engineer may issue an Interim Certificate of Provisional Acceptance.

### WINTER ROAD MAINTENANCE

54. The Subdivider shall be responsible for all costs associated with any winter road maintenance. After the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer, the Municipality in its sole and absolute discretion may but is under no obligation to, at the Subdivider's sole cost and expense, undertake winter maintenance of roads within the Land, but the doing of such work by the Municipality shall not amount to a waiver of any of its rights including but not limited to 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 Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section **60**, the Subdivider shall remain responsible for rectification of any damage to the Works which may occur in the course of winter maintenance operations whether by the Municipality or by others. The Municipality shall provide written notification to the Subdivider should it choose to undertake winter maintenance of roads within the Land.

### MIDDLESEX CENTRE'S WATER DISTRIBUTION SYSTEM

55. Intentionally deleted.

# **COMPLETION CERTIFICATE**

56. Upon the completion of all of the Works and of all utilities to be constructed and installed as required by section 34, the Subdivider may submit to the Municipal Engineer a Certificate of Completion and may apply for a partial release of security in accordance with section 49.

The Completion Certificate shall include:

- 56.1 a Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "L", certifying that the Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 56.2 a certificate issued by the Subdivider's Engineers to the following effect:
  - 56.2.1 dwellings have been completed on at least 80% of the lots as shown on the Plan;
  - 56.2.2 the stormwater management facilities and features required as part of the 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 section 21 of this Agreement;

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

- 56.3 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 Works have been paid and that there are no outstanding claims relating thereto;
- 56.4 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 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 56.5 a Final Lot Grading Certificate issued by the Subdivider's Engineers for each lot and block on the 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 Plan for which grading certificates have been issued in accordance with section 71.7 below, such grading certificates will be sufficient to satisfy the requirements of this section 56.5 with respect to the lots and blocks to which they apply;
- 56.6 drawings showing the Works "as built" in a digital Auto CAD file, in DWG or DXF format and the form of GIS SHP files including any and all .SHP files and any files related to the .SHP with layering and line work in accordance with municipal CAD standards;
- 56.7 two (2) sets of full sized drawings showing the Works "Record";
- 56.8 a computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in pdf format and in the following format:

An AutoCAD file, RELEASE 14 or 2000, in DWG or DXF format. The file should only contain linework of the boundary, streets, lots and blocks as well as lot numbers and street names. No other information should be contained in the file. The linework must consist of closed polygons for each lot or block on the 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.

56.9 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 confirmed, to the satisfaction of the Municipal Engineer, completion of all of the Works and of all utilities to be constructed and installed as required by section 34, the Municipal Engineer shall issue a Certificate of Provisional Acceptance with respect to the Works whereupon the Warranty Period, as hereinafter defined, shall commence.

### WARRANTY PERIOD

57. The Subdivider shall maintain and repair the 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 Works, by by-law, as provided in section **60** (hereinafter and hereinbefore referred to as the "**Warranty Period**"); and the Subdivider shall repair any defects in the Works which shall become apparent within the Warranty Period.

### USE BY MUNICIPALITY

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

#### **FINAL ACCEPTANCE**

59. Upon completion of the installation, construction, maintenance and repair of the Works, including all maintenance and repair required during the Warranty Period, the Subdivider shall:

- 59.1 Submit to the Municipality a Final Lot Grading Certificate issued by the Subdivider's Engineers at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate certifying that the grading and drainage for each lot and block are in accordance with the approved Subdivision Grading Plan accompanied by all of the Final Grading Certificates issued on a lot-by-lot basis by the Subdivider's Engineers in connection with the Plan as contemplated by section 71.7 below;
- 59.2 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 Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 59.3 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 Works have been paid and that there are no outstanding claims relating thereto; and
- 59.4 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 Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate.

### **ASSUMPTION OF WORKS**

- 60. Within thirty (30) days after the submission for the Final Completion Certificate, together with all else required as contemplated by section 59, the Municipal Engineer shall, either:
  - 60.1 Confirm the Final Completion Certificate and issue a Certificate of Final Acceptance, or
  - 60.2 Issue to the Subdivider a statement of deficiencies in the grading, whether or not the Subdivider is then the owner of the Land in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance, or repairs of the 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 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 Works thereby terminating the Warranty Period; and such security as is then retained by the Municipality shall be released to the Subdivider.

### CONSTRUCTION LIEN

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

### **RIGHT OF INSPECTION**

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

### **MUNICIPAL ENGINEER ORDERS**

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

#### REMEDIES

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

64.3 Do any other thing required of the Subdivider by this Agreement and recover the cost of so doing from the Subdivider;

provided that the Municipality shall give the Subdivider at least five (5) days' prior notice, except in cases of the Works not functioning or not functioning properly such that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Land by the Municipality or the doing of anything by the Municipality as authorized by this section 64 shall be as agent for the Subdivider and shall not be deemed an acceptance of the Works by the Municipality and shall not in any way relieve the Subdivider of the obligations of this Agreement; and the Subdivider covenants and agrees that neither it nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 64 by the Municipality.

### **COURT ACTION**

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

### **BUILDING PERMIT REMEDY**

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

### **REALIZING SECURITY**

67. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, after first giving five (5) days' notice to the Subdivider, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the 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 works by by-law as contemplated by section **60**; but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

# CALL ON LETTER OF CREDIT

68. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 47 hereof will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Subdivider's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Subdivider.

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

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

### LOT GRADES

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

### **DEVELOPMENT CONTROL**

- 71. As a condition of the development or redevelopment of any lot within the Plan, the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
  - 71.1 The owner of each lot shall provide and maintain a paved parking area on the lot and a paved driveway from the traveled portion of the street from which access to the lot is permitted to such parking area on the lot. The Subdivider shall ensure that the paving from the street line to the back of curb for each lot that has been issued a building permit is completed prior to assumption;
  - 71.2 No owner of a lot shall be permitted to directly and/or indirectly connect a basement drainage system, including any weeping tile, to the municipal storm sewer system;
  - 71.3 The owner of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the traveled portion of the street;

- 71.4 The owner of each lot shall affix their assigned municipal street number to the main dwelling on the lot, a minimum of 12.7 centimetres in height and clearly visible from the road, all in accordance with the Municipality's municipal addressing policies;
- 71.5 The owner of each lot shall submit to the Municipality for review and approval, a detailed site plan showing the location and dimensions of all buildings and structures to be erected upon the lot and a Lot Grading Plan identifying the proposed grading and appurtenant drainage works. Both plans shall be issued by an Ontario Land Surveyor or qualified Professional Engineer. The Lot Grading Plan shall be stamped by the Subdivider's Engineer certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this the Agreement" to the satisfaction of the Municipal Engineer.
- 71.6 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 section56.5;
- 71.7 Within thirty (30) days after completion of the development or re-development of the lot, the owner of the lot shall cause a Final Grading Certificate to be prepared by the Subdivider's Engineers that includes a certification that the lot grades and the location of all structures then on the lot are in conformity with the site plan referred to in section 71.5 and the lot grading plan referred to in section71.6; the Subdivider's Engineers shall provide such Final Grading Certificate to the Municipality upon request and shall maintain all such Final Grading Certificates issued in connection with the Plan until the submission to the Municipality of the Final Completion Certificate contemplated by section 59.2 above at which time the Subdivider's Engineers shall also provide to the Municipality all Final Grading Certificates issued in connection with the Plan;
- 71.8 The owner of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the Land which may be located on the lot and shall at all times comply with the obligations and burdens of any easement required by section 33 of this Agreement as it affects the lot;
- 71.9 The owner of each lot shall maintain in good repair any walls, fences or hedges located on the lot and any other suitable ground cover located on the lot to provide adequate landscaping of the lot and to provide protection to adjoining properties.

- 71.10 The Subdivider shall within a period of 180 days following occupancy of each lot provide to the Municipality:
  - 71.10.1 the Final Grading Certificate referred to in section 71.7 above;

Failure to complete the work required by this section 71.10 in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs and subject to the Letter of Credit provisions set out in section 47, Letter of Credit for which all such security shall be for the purpose of securing performance of all the obligations of the Subdivider under this Agreement including but not limited to those obligations set out under this section 71.10.

### MAINTENANCE OF LOTS

72. The facilities and works required by section 71 shall be provided and maintained by the owner of each lot from time to time at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of Section 446 of the *Municipal Act*, 2001 shall apply for the purpose of securing rectification of the default.

# **BUILDING PERMITS**

- 73. The Subdivider shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the Plan and no building permit for the development or redevelopment of any lot or block as shown on the Plan shall be issued until:
  - 73.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 52; and
  - 73.2 The individual lot site plan and the individual lot grading plan have been approved by the Municipality.
- 74. The Subdivider acknowledges and agrees that in the event a building permit is not issued for the Lands with a period of eighteen (18) months from the date of the execution of this Subdivision Agreement, this Subdivision Agreement at an end with no further obligations remaining between the parties.

### MAINTENANCE OF ROADS

75. The Subdivider shall be responsible for all road maintenance. 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 WORKS

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

### **COVENANT OF PURCHASERS**

77. The Subdivider shall not accept any offer to purchase any lot within the Plan unless the Subdivider has given to such offeror, prior to the making of such offer, written notice about section 71 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Subdivider shall prior to transferring any part of the Land register notice of the section 71 requirements under this Agreement by way of registered restrictions on title to the Land which shall run with the Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Land.

### NOTICE TO PURCHASERS REGARDING PUBLIC SCHOOLS

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

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

#### NOTICE TO PURCHASERS REGARDING NATURAL HERITAGE FEATURES

79. When selling or leasing Lots 5, 6, 7 and 10, the Subdivider shall include the following notice in all of the Agreements of Purchase and Sale or Lease before any purchaser is bound thereby to ensure the permanent protection of the natural heritage features:

The owner and its successors in title acknowledge and agree that the existing trees and vegetation on the abutting lands cannot be impacted in any way. Without limiting the generality of the foregoing, the existing natural Woodland and Wetland areas and habitats on abutting lands will be preserved and protected.

### NOTICE TO PURCHASERS REGARDING AGRICULTURAL USES

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

The owner and successors in title acknowledge that there are normal farm practices in the area that may result in potential odours from time to time.

### ARCHAEOLOGIST AND MINISTRY OF TOURISM, CULTURE AND SPORT LETTERS

81. The Subdivider acknowledges and agrees that prior to the registration of the Subdivision Agreement, the Subdivider shall provide to the County and to the Municipality a letter from a Licensed Archaeologist reporting that there are no concerns for impacts to archaeological sites on the Lands. This information shall be supported by a letter from Ministry of Tourism, Culture and Sport indicating that the Licensed Archaeologist has satisfied the terms and conditions for Archaeological Licensing and that the report has been entered into the Ontario Public Register of Archaeological Reports.

### **DEDICATION AND STREET NAMES**

82. The Subdivider agrees to dedicate to the Municipality the road allowances included in the 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 Chief Building Official of municipal numbers for the lots on the Plan.

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

83. The Subdivider shall pay all taxes levied on the Land in accordance with the assessment thereof until the Land has been assessed according to the Plan, after which, the Subdivider shall pay the taxes levied on any and all lots which the Subdivider continues to own, whether municipal tax exempt or not, of which the Municipality is the owner. If there are any existing local improvements or other rates or charges in respect of the 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**

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

Municipality, including the negotiations leading to and the preparation of any agreements, including this Agreement, costs of dealing with questions, complaints and other communications as set out in section 84 below and costs arising out of the realization upon any security given thereunder;

- 84.2 The Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Land, including negotiation and preparation of Subdivision agreements, including this Agreement, the completion of all work required by the Subdivision agreement, including this Agreement, and the realization upon any security given thereunder;
- 84.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 84.2 shall be established by resolution of the Municipal Council from time to time and as set out in the Municipality's Fees and Charges By-law as may be amended and replaced from time to time; and
- 84.4 The Municipality may issue invoices to the Subdivider, from time to time, for its expenses and for the time of its staff, and the Subdivider shall pay the same within thirty (30) days of receipt.

#### **COMPLAINT PROCEDURE**

85. The Parties acknowledge that from the time when the Land is rough graded as contemplated by section 26 above, during construction and installation of the Works in accordance with this Agreement, during the Warranty Period and until final acceptance and assumption of the Works by a by-law of the Municipality, as contemplated by section 60, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Works and about the maintenance of the Land, roads and pedestrian walks within the Land as required by section 29 above and about matters related to building construction on and development of the Land. The Parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Subdivider's Engineers for response and resolution. The Parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Subdivider as part of the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 84 above.

#### **OUTSTANDING INVOICE PAYMENTS**

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

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

87. The Subdivider shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Subdivider is required to reimburse the Municipality pursuant to section 84 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Subdivider has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a court of competent jurisdiction and the Subdivider shall indemnify the Municipality, on a full indemnity basis for all costs or expenses incurred by the Municipality in connection with such determination.

#### **CONFLICT OF REQUIREMENTS**

88. 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**

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

#### NATURAL HERITAGE FEATURES

- 90. The Subdivider agrees to take all necessary steps to ensure the protection of the natural heritage features identified as Block 11 and at no time shall engage in any grading or site alteration activities on Block 11 and acknowledges and agrees that the following provisions apply as they relate to Block 11:
  - 90.1 Block 11 shall continue to be owned by Sydenham Realty Inc. and confirms that Block 11 shall not be sold, assigned and/or transferred without the prior written approval of the Municipality;
  - 90.2 The long term maintenance and access between Lots 6 and 7 shall be in accordance with the *Development Assessment Report* prepared by Sage Earth and shall at all times ensure the permanent protection of the natural heritage features;
  - 90.3 The permitted uses shall be in accordance with the provisions of the Development Assessment Report (DAR) date May 22, 2018.

#### **RELEVANT STUDIES AND REPORTS**

- 91. The Subdivider shall prepare the following studies and reports for review and acceptance by the Conservation Authority, if applicable, and the Ministry of Environment, Conservation and Parks (MECP), if applicable, and of which shall be to the satisfaction of the Municipality:
  - 91.1 Hydrogeological Study to the satisfaction of the MECP with confirmation that any and all approvals from the MECP have been obtained;
  - 91.2 Geotechnical Study;
  - 91.3 Stormwater Management Report;
  - 91.4 Sewage Impact Assessment Report demonstrating that the development meets the guidelines of the Ministry of Environment, Conservation and Parks publication "D-5-4 Individual On-Site Sewage Systems: Water Quality Impact Risk Assessment" as may be amended and/or replaced from time to time;
  - 91.5 Comprehensive servicing report;
  - 91.6 Traffic Impact Statement;

#### **GROUNDWATER MONITORING**

- 92. The Subdivider shall implement the following requirements with respect to the groundwater and groundwater monitoring as set in the Hydrogeological Assessment, prepared by JFM Environmental, Part Lots 5 & 6, Concession 8 (Lobo), Municipality of Middlesex Centre, dated January 20, 2025 (the "JFM Report"):
  - 92.1 Establish a monitoring network consisting of two existing representative shallow monitoring wells in the unconfined aquifer and two new representative monitoring wells installed along the down-gradient boundary of the development that are completed at suitable depths and installed at suitable locations to assess the nitrate concentrations and measure groundwater levels in the shallow unconfined aquifer, all of which shall be to the satisfaction of the Municipal Engineer;
  - 92.2 Rely on Figure 16 of the JFM Report for the recommended locations of the monitoring wells previously referenced;
  - 92.3 A quarterly monitoring program shall commence one (1) year prior to the start of construction and continue for at least three (3) years following eighty percent build out (80% of the units being constructed);
  - 92.4 The monitoring program shall include groundwater level measurements and collection of representative water quality samples from the four monitoring wells

previously referenced as set out in the JFM Report. The water quality samples shall be submitted under a chain of custody procedures to an accredited analytical laboratory for analysis of wastewater effluent parameters, including nitrate;

- 92.5 Following every monitoring event, the monitoring data shall be promptly reviewed by a qualified professional for evidence of potential impacts and the Municipality be notified immediately if any adverse impacts were noted.
- 92.6 If the results of sampling have any parameters with levels elevated above the acceptable levels for that parameter(s) under O. Reg. 153/04 in the upper unconfined aquifer monitoring wells (MW1, MW2, MWA (first proposed new monitoring well), MWB (second proposed new monitoring well)) (also refer to Figure 16 of the JFM Report) for two consecutive sampling events, then an upstream sample where it enters the Site boundary and downstream sample where it exits the Site boundary from the Sydenham River (refer to Figure 16 of the JFM Report) shall be added into the next sampling events. These surface water samples will be used to assess impact, if any, on the river water from the use of on-site sewage treatment. The surface water samples should be evaluated against the PWQO for the selected parameters refer to section "1.1.2 Scope of Work" in the JFM Report.
- 92.7 If the river water samples indicate continuing adverse impact that can be attributed to the on-Site sewage treatment systems, a review of how sewage is treated for purposes of disposal must be reviewed and considered and addressed. This assumes that tertiary treatment systems will be used. The purpose of the review is to identify deficiencies in the treatment system(s) so that either adjustments can be made or alternative methods for treatment be identified and installed;
- 92.8 Annual sampling of raw groundwater from two on-site private water supply wells installed near the down-gradient boundary of the development should be included (refer to Figure 16 of the JFM Report) until three years following full build-out of the subdivision. The samples shall be collected from the same two wells in September each year and submitted under chain of custody procedures to an accredited analytical laboratory for analysis of the parameters listed in ODWQS Schedule 1 plus turbidity and nitrate. The analytical results should be provided to the municipality and the homeowner(s) promptly following the sampling;
- 92.9 The annual results of the monitoring program to date shall be summarized in a letter prepared by a qualified professional and submitted to the Municipality within 30 days of completing the year of monitoring. The document shall clearly state if the development has had any impact on the quantity or quality of groundwater in the area (both shallow and deep aquifers) to date and provide mitigation recommendations if impacts were noted; and

- 92.10 A final report summarizing the results of the monitoring program in its entirety (Baseline to full build-out) shall be prepared by a qualified professional and provided to the Municipality. The document shall clearly state if the development has had any impact on the quantity or quality of groundwater in the area (both shallow and deep aquifers) over the period of record and provide recommendations on whether mitigation and/or additional monitoring is required, all of which shall be to the satisfaction of the Municipality.
- 92.11 As the direction of flow in the two aquifers (shallow and confined) is not entirely known, the location of down gradient monitoring wells may be required to be adjusted as further groundwater level data is collected and the direction of flow refined. The relocation or addition of down gradient monitoring wells shall be to the satisfaction of the Municipality.

#### CONSTRUCTION BEST MANAGEMENT PRACTICES

93. The Subdivider agrees to follow the construction best management practices as set out in the Development Assessment Report prepared by Sage Earth and dated May 22, 2018.

#### **RESTRICTIONS ON DEVELOPMENT**

- 94. The Subdivider shall notify the owner in the Agreement of Purchase and Sale for Lot 5 that no development shall be permitted on Lot 5 without the written permission of the Conservation Authority under the provisions of O.Reg. 171/06 to ensure that development is directed outside of the erosion hazard which development may require the submission of a geotechnical assessment.
- 95. The Subdivider acknowledges and agrees that any and all development, including without limitation, structures, excavation, grading, site alteration, septic systems and so on must be situated within a minimum of 30 metres from the Provincially Significant Wetland boundary, and septic systems must be a minimum of 0.9 metres above the high ground water table. Any development on lots located within the area regulated by the Conservation Authority shall require further review and permission from the Conservation Authority including but not limited to the issuance of section 28 permits, as required.

#### **INTEREST AND LIENS**

96. In the event that there are monies due from the Subdivider to the Municipality which have not been paid within thirty (30) days after receipt by the Subdivider of a demand therefor by the Municipality, interest shall be payable on the amount due at the rate of one and one quarter (1.25%) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date on which such monies were due and the amount due together with interest thereon shall constitute a lien upon the Land.

#### ESTOPPEL

97. 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**

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

#### TIME OF ESSENCE

99. 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**

100. 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:	Sydenham Realty Inc.
	10075 Ilderton Road, ILDERTON, Ontario NOM 2A0
For the Municipality:	Municipality of Middlesex Centre, R.R. #2, 10227 Ilderton Road, ILDERTON, Ontario NOM 2A0
	Attention: James Hutson, Clerk Email: <u>hutson@middlesexcentre.on.ca</u>

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

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

#### ASSIGNMENT

101. 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

102. 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

103. 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

104. 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

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

#### PHOTO REDUCED SCHEDULE ATTACHMENTS

106. This Agreement describes in detail a number of plans and drawings which form part of this Agreement. Photographic reductions of copies of the plans and drawings are reproduced in Schedules to this Agreement to facilitate registration of this Agreement on title to the Land. Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar (hereinafter referred to as the "Land Registrar") for the Land 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 photographic reduced copies required to be removed by the Land Registrar may be removed from the registered copy of this Agreement.

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.

# SYDENHAM REALTY INC.

Name:

Title:

Per:

Name:

Title:

I/We have the authority to bind the corporation

#### **MUNICIPALITY OF MIDDLESEX CENTRE**

Approved and authorized by By-law No. 2025- \_\_\_\_\_ enacted the \_\_\_\_\_ day of February, 2025.

Per:

Aina DeViet, Mayor

Per:

James Hutson, Clerk

We have the authority to bind the corporation

#### LIST OF SCHEDULES

- Schedule "A" The Land
- Schedule "B" The draft Plan of Subdivision
- Schedule "C" Encumbrances
- Schedule "D" Solicitor's Opinion
- Schedule "E" Solicitor's Opinion for Utilities' Easements
- Schedule "F" The Works
- Schedule "G" Servicing and Grading Construction Plans
- Schedule "H" Undertaking and Agreement by Subdivider's Engineer
- Schedule "I" Homeowner's Package
- Schedule "J" Irrevocable Letter of Credit Format
- Schedule "K" Interim Certificate Completion of Works
- Schedule "L" Certificate of Completion of Works
- Schedule "M" Asset Inventory

#### SCHEDULE "A"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### LAND

Part of Lot 6, Concession 8 (Geographic Township of Lobo) being Parts 1 & 2, Plan 33R21640 in the Municipality of Middlesex Centre; County of Middlesex, being all of PIN 09657-0460.

#### SCHEDULE "B"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### DRAFT PLAN OF THE PLAN OF SUBDIVISION

See following page.



Poplar Woods - Subdivision Agreement

# SCHEDULE "C"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

## ENCUMBRANCES

## PART 1 PERMITTED ENCUMBRANCES

- Any registration in favour of the Municipality of Middlesex Centre or Middlesex County.
- Imperial Oil Easement LQ15529, Sept. 17, 1952.

## PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

• N/A

### SCHEDULE "D"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

# SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

#### MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### SOLICITOR'S OPINION

- TO: MUNICIPALITY OF MIDDLESEX CENTRE
- Re: Part of Lot 5, Concession 8 (Geographic Township of Lobo) in the Municipality of Middlesex Centre, County of Middlesex

hereinafter the "Land"

- Re: Subdivision Agreement between Sydenham Realty Inc. and Municipality of Middlesex Centre dated the \_\_\_\_\_ day of February 2025 pertaining to the Land (the "Subdivision Agreement")
- Re: The Plan of Subdivision registered on the Land, being Plan 33M-\_\_\_\_\_ hereinafter the "Plan"

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 Subdivision Agreement and as of the date of registration of the Subdivision Agreement against the Land, Sydenham Realty Inc. is the owner in fee simple of the Land free and clear of all liens and encumbrances save and except for:

Any registration in favour of Municipality of Middlesex Centre

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

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

### **Easements transferred to the Municipality**

A good and valid \_\_\_\_\_Easement over Part of Lots \_\_\_\_\_on Registered Plan \_\_\_\_\_, designated as Parts \_\_\_\_\_\_on Plan 33R-xxxxx has been registered on the \_\_\_\_day of \_\_\_\_\_, 2025 as Instrument No. ER \_\_\_\_\_\_ in favour of Municipality of Middlesex Centre. It is my solicitor's opinion that 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-xxxxx has been registered on the \_\_\_\_ day of \_\_\_\_\_, 2019 as Instrument No. ER \_\_\_\_\_\_ in favour of Municipality of Middlesex Centre. It is my solicitor's opinion that Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_\_ free and clear of all liens or other registered encumbrances.

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL EASEMENTS REQUIRED UNDER SECTION 33 OF THIS SUBDIVISION AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

## Transfers in Fee Simple to the Municipality

A good and valid Transfer of :

*Insert all transfers in favour of the Municipality* 

has been registered on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 as Instrument No. ER \_\_\_\_\_\_ in favour of Municipality of Middlesex Centre.

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

[INCLUDE PARTICULARS OF REGISTRATIONS OF ALL TRANSFERS REQUIRED UNDER SECTION 40 AND 41 OF THIS SUBDIVISION AGREEMENT AND ANY POSTPONEMENTS REGISTERED TO PROVIDE THE NECESSARY PRIORITY]

Enclosures:

Conv	of receinted	Subdivision	Agreement	registered as	FR	
COPY	orreceipted	300010131011	ABICCIIICII	registered as	LN	

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

Conv of Trans	sfer of Block 11	registered as ER	
COPY OF HUIL			•

#### SCHEDULE "E"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

#### MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### SOLICITOR'S OPINION

#### FOR UTILITIES' EASEMENTS

- TO: MUNICIPALITY OF MIDDLESEX CENTRE
- Re: Subdivision Agreement between Sydenham Realty Inc. and Municipality of Middlesex Centre dated the \_\_\_\_\_ day of February 2025 pertaining to the Land (the "Subdivision Agreement") being registered plan 33M-

Easements transferred to a Utility

A good and valid \_\_\_\_\_Easement over Part of Lots \_\_\_\_\_on Registered Plan \_\_\_\_\_, designated as Parts \_\_\_\_\_\_on Plan 33R-xxxxx has been registered on the \_\_\_\_day of \_\_\_\_\_, 2025 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 Municipality of Middlesex Centre.

#### SCHEDULE "F"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

# SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### THE WORKS

#### MUNICIPALITY REQUIREMENT FOR SERVICING

- All roads specified herein shall be designed and constructed in accordance with the plans, drawings and designs approved by the Municipal Engineer in accordance with section 16 of the Subdivision Agreement to which this Schedule "F" is attached (herein referred to as the "Servicing Plans") and in accordance with current guidelines and standards prescribed by the Municipality.
- 2. A photo reduced copy of the Grading Plan and all development design drawings are attached as Schedule "G" to the Subdivision Agreement to which this Schedule "F" is attached. The Servicing Plans, including the Grading Plan are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours.

# GRADING PLAN, GENERAL SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

- 3. For the purposes of the Subdivision Agreement to which this Schedule "F" is attached, including all other Schedules attached to such Subdivision Agreement, the following form part of such Subdivision Agreement:
  - 3.1 Title of Plan or Drawing: Poplar Woods Subdivision
    For Whom Prepared: Municipality of Middlesex Centre
    Author of Plan or Drawing; AGM Archibald, Gray & McKay Engineering Ltd.

	Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description; of Lobo) in the Municipality of County Planning File No.:	1432-1 May 2023 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex 39T-MC1701
3.2	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description; of Lobo) in the Municipality of County Planning File No.:	General Notes Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 01 May 17, 2023 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex 39T-MC1701
3.3	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description;	Storm Drainage Area Plan Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 02 May 17, 2023 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex 39T-MC1701
3.4	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description; of Lobo) in the Municipality of County Planning File No.:	Grading Plan Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 03 April 2024 February 2025 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex 39T-MC1701

3.5	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description; of Lobo) in the Municipality of	Bowling Green Drive Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 04 May 17, 2023 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex
	County Planning File No.:	39T-MC1701
3.6	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description;	Ilderton Road Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 05 May 17, 2023 Part of Lot 5, Concession 8 (Geographic Township
	County Planning File No.:	f Middlesex Centre, County of Middlesex 39T-MC1701
3.7	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description; of Lobo) in the Municipality of County Planning File No.:	Erosion and Sediment Control Plan Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 06 April 2024 February 2025 Part of Lot 5, Concession 8 (Geographic Township f Middlesex Centre, County of Middlesex 39T-MC1701
3.8	Title of Plan or Drawing: For Whom Prepared: Author of Plan or Drawing; Sealed by: Author's Project No.: Drawing or Sheet Number: Date of Plan or Drawing: Date of Last Revision: Legal Description;	Street Light Plan Municipality of Middlesex Centre AGM Archibald, Gray & McKay Engineering Ltd. S.P Brown 1432-1 07 May 17, 2023 Part of Lot 5, Concession 8 (Geographic Township

of Lobo) in the Municipality of Middlesex Centre, County of Middlesex County Planning File No.: 39T-MC1701

3.9	Title of Plan or Drawing:	Details
	For Whom Prepared:	Municipality of Middlesex Centre
	Author of Plan or Drawing;	AGM Archibald, Gray & McKay Engineering Ltd.
	Sealed by:	S.P Brown
	Author's Project No.:	1432-1
	Drawing or Sheet Number:	08
	Date of Plan or Drawing:	May 17, 2023
	Date of Last Revision:	
	Legal Description;	Part of Lot 5, Concession 8 (Geographic Township
	of Lobo) in the Municipality o	f Middlesex Centre, County of Middlesex
	County Planning File No.:	39T-MC1701

#### **RELIANCE ON SERVICING PLANS**

- 4. The Subdivider acknowledges and agrees that:
  - 4.1 the Servicing Plans may be reproduced for attachment to the said Subdivision Agreement to which this Schedule "F" is attached;
  - 4.2 the Servicing Plans have been and may continue to be relied upon by the Municipality of Middlesex Centre, The Corporation of the County of Middlesex, the Conservation Authority and His Majesty the King in right of the Province of Ontario as represented by the Ministry of the Environment, Conservation and Parks, in the normal course of their duties in connection with the approvals and permitting processes for the Works; and
  - 4.3 the Servicing Plans may be used as a record representing what was installed at the time of development by any person who deals with the Land after the said Subdivision Agreement has been registered on the title to the Land and who obtains access to the Servicing Plans from the Land Office or from the offices of the Municipality.

# PLANS AND DRAWINGS LISTED IN SCHEDULE "F"

5. The approval of the Grading Plan and 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 MECP or the Conservation Authority with respect to the approvals required of them in connection with the Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

#### ROADWAYS

6. 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 Plan except for dead end streets (cul-de-sacs) shall not be less than twenty-eight (28') feet in perpendicular width, all as and where indicated on the Servicing Plans and as otherwise required by the Municipal Engineer. Municipal standards are to serve as a minimum; however, road designs as prepared by the Subdivider's Geotechnical Engineer exceeding these standards shall be acceptable to the Municipality.

#### STREET SIGNS AND TRAFFIC SIGNS

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

#### **STORM SEWERS**

- 8. The Subdivider shall install storm sewers, with appurtenances, catch basins and leads sufficient to drain the 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:
  - 8.1 If required, the Subdivider shall provide connections for any future storm sewers as may be requested by the Municipal Engineer;
  - 8.2 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 Subdivision Agreement to which this Schedule "F" is attached;
  - 8.3 Stormwater drainage shall be managed in a manner acceptable to and approved by the MECP, the Conservation Authority and the Municipality;
  - 8.4 Accompanied with the Interim Completion Certificate shall be a storm sewer video inspection report and video cassette/disk for all storm sewers; and
  - 8.5 If deemed necessary by the Municipal Engineer, storm sewer flushing and/or cleaning and further video inspection shall be undertaken.

#### GRADING

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

submitted by the Subdivider and approved by the Municipality, the MECP and the Conservation Authority.

#### STREET LIGHTING

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

#### **ROAD ALLOWANCE LANDSCAPING**

11. The Subdivider shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod the portion of the road allowance lying between the lot line of a lot and the curb, and shall plant one or more trees in accordance with the Street Tree Spacing And Location Requirements of the Municipality's Infrastructure Design Standards 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 also including a landscaping plan satisfactory to the Municipality that describes how municipal right-of-ways are to be landscaped to the satisfaction of the Municipality. The Subdivider shall ensure that this work is done to the satisfaction of the Municipal Engineer after completion of the Works and of residential construction on the Lands.

#### STORMWATER MANAGEMENT PLAN

12. The Subdivider shall satisfy the requirements of section 21 of the Subdivision Agreement to which this Schedule "F" is attached.

#### UTILITIES

13. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada, Rogers, Execulink or such other telephone and telecommunication service provider as may be designated by the Municipality the locally authorized TV cable operation and such other utility companies as the Municipality may designate to design and install, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 34 of the Subdivision Agreement to which this Schedule "F" is attached.

#### WATER SPRINGS

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

#### SIDEWALKS

15. The Subdivider shall include all future sidewalks on the appropriate drawings and identified in the homeowner's package and on all individual lot grading plans. All street lighting and tree locations shall take into consideration the location of all planned future sidewalks required by the Municipality. Prior to the issuance of a Final Completion Certificate, the Subdivider shall either fully construct all future sidewalks or provide cashin-lieu of construction of sidewalks to the Municipality for the required sidewalks. If the Active Transportation Master Plan, being undertaken by the Municipality, is not completed and accepted by Middlesex Centre Council at the time of issuance of the Final Completion Certificate, the Subdivider shall pay the cash-in-lieu of construction of the sidewalks. In the event that the approved Active Transportation Master Plan within this geographic area is completed after the Final Completion Certificate and sidewalks are determined not to be required for this Subdivision, the Municipality shall refund the cashin-lieu which was provided by the Subdivider in-lieu of sidewalk construction inclusive of interest at the prime rate calculated from the date the funds were received and the date returned. The value of the sidewalk installation shall be determined by the Subdivider's consulting engineer based on market prices at the time the payment is to be made and in consultation with the Municipal Engineer. The agreed upon cost of the sidewalks shall be reviewed and accepted by the Municipal Engineer. In the event that a price cannot be agreed upon, the Municipality will request three (3) guotes from contractors and the price will be based on the average of the quotes received.

## FENCING

- 16. The Subdivider shall construct and install fencing in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the drawings and specifically as required and/or permitted by the Municipal Engineer all of which shall be subject to the following provisions:
  - 16.1 All sediment and erosion control fencing as identified on the grading and sediment erosion control plans, and shall be installed prior to any site alteration and inspected and maintained throughout the construction process to protect natural heritage features;
  - 16.2 The installation of a 1.5 metre high chain link fence without gates shall be installed along the hedgerow of the southerly property boundaries of Lots 5, 6, 7 and 10 as shown in the design drawings. The removal of vegetation shall not be permitted to install the chain link fence and any and all costs associated with the design and installation of the chain link fence shall be the responsibility of the Subdivider;
  - 16.3 A restrictive covenant preventing the removal of the fence referred to in section 16.2 above by subsequent property owners shall be registered on title on all lots which abut the natural heritage features identified on the Lands and the Subdivider shall provide notice of the restrictive covenant to first occupants of

Lots 7, 8 and 9 in the Homeowner Package required by this Agreement to which this Schedule "F" is attached;

16.4 The installation or construction by owners of lots abutting the natural heritage features of "double fencing" immediately beside the fence referred to in section 16.2 being along the natural heritage features is prohibited; any other type of fencing may be permitted if such fence is otherwise open fencing and compliant with the Middlesex Centre Fence By-law No. 2016-078 as may be amended or replaced from time to time;

#### **BUTTERNUT TREES**

17. The Subdivider shall construct and install to the satisfaction of the Municipality any protective measures of Butternut trees as identified in the Development Assessment Report dated May 22, 2018 and, if any, shall be shown on a tree protection plan and such protection shall be installed and maintained throughout the construction process.

#### SCHEDULE "G"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

#### MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### **DESIGN DRAWINGS / PLANS**

To facilitate registration of the Subdivision Agreement to which this Schedule "G" is attached, including all other Schedules attached to such 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.

# SCHEDULE "H"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

## UNDERTAKING AND AGREEMENT BY SUBDIVIDER'S ENGINEERS

- TO: Municipality of Middlesex Centre
- FROM: AGM Archibald, Gray & McKay Engineering Ltd. 3514 White Oak Road London, Ontario, N6E 2Z9
  - Tel: (519) 685-5300 Fax: (519) 685-5303

Consulting Engineers to Sydenham Realty Inc.

Re: Subdivision Agreement (the "**Subdivision Agreement**") between Sydenham Realty Inc. and Municipality of Middlesex Centre dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 pertaining to the Land being registered plan 33M - XXXX

The undersigned hereby represents and warrants that the undersigned is a member in good standing of the Professional Engineers Ontario and that the undersigned has been retained by Sydenham Realty 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 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 tenders for the construction of any works to be assumed by the Municipality,
- To assist Sydenham Realty Inc. to obtain all necessary approvals for the works in cooperation with the Municipality of Middlesex Centre,
- To act as the representative of Sydenham Realty Inc. in all matters pertaining to the inspection and contract administration of the installation of the works except as directed by Sydenham Realty Inc. by notice to the Municipality,
- To provide full-time on-site inspection of the construction of all Works,
- To keep the Municipality informed of the general timing of the construction of the works except as otherwise directed by Sydenham Realty Inc.,
- To prepare and maintain detailed records in connection with the construction of the works,
- To certify that each individual LID as such relates to the private servicing was constructed as designed and is fully functional at the time of assumption;
- Upon becoming aware of any hazardous materials being encountered as the construction and installation of the Works progresses to forthwith notify the Municipality and the MECP and Conservation Authority in the event that any hazardous materials are encountered, and
- To prepare and furnish "Record" drawings of the works as required by the Subdivision Agreement.

The undersigned agrees that the undersigned will immediately advise 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 Sydenham Realty Inc.he

•

Executed the \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_

AGM Archibald, Gray & McKay Engineering Ltd.

Per:

Name: S.P Brown Title: I have the authority to bind the corporation

#### SCHEDULE "I"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### **HOMEOWNERS' PACKAGE**

See following page.

#### Sustainable Living

Part of our responsibility as residents living in a natural area is to protect and maintain the land we inhabit, and the ecosystems within that land.

This development backs onto a privately owned, Significant Woodland and Wetland complex. It is primarily made up of deciduous trees and hosts a variety of native plants. A wide range of fauna also utilizes these natural features for food and shelter.

#### Types of Wildlife

These natural areas are protected and home to mammals such as Eastern Chipmunks, Eastern Cottontails, Grey Squirrels, Raccoons, and White-tailed Deer. Amphibians and reptiles such as Green Frogs, Leopard Frogs, American Toads, and Eastern Garter Snakes also inhabit the area. These animals, along with local birds, help control insect and rodent populations.

#### Friendly Neighbours

It is our duty as residents in a community to interact with the environment in positive ways. Our actions, no matter how minor they may seem, can have significant effects on the functioning of a healthy environment,

This is an agricultural area and there are sometimes odours associated with normal farm practices.

#### What are some ways we can help?

→ Compost

Yard refuse (including leaves) can be used as mulch or soil material for your garden. Local nurseries can provide information on proper composting

→ Don't feed the wildlife Birds certainly enjoy backyard feeders. Watch and enjoy, but please refrain from feeding other wildlife, including ducks, geese and deer.

→ Pet Control

Free range pets can pose a threat to large numbers of wildlife. At minimum, outdoor cats should be fitted with a bell collar, and dogs should remain on a leash or in a fenced in yard. Please always stoop and scoop pet waste.

#### Exfiltration Trench

This development has been constructed with infiltration/exfiltration trenches on the sides of the lots to manage runoff from intense storms and infiltrate that runoff into the ground. Exfiltration trenches are excavations filled with granular stone and are designed to receive runoff and allow water to infiltrate the natural soil.

In order for these trenches to function properly they must be uncovered at all times with no structures, walkways or patios built on them. A diagram showing the location of the trenches as well as a cross section of what they look like is attached for your information.

Erosion and sediment control measures are required during construction to ensure these exfiltration systems and catch basins are protected.

#### Stormwater and Exfiltration Management

Each individual effort to prevent pollutants in our water system is key to a healthy environment. Everything you put on your lawn, catch basin or driveway will eventually lead to the natural environment.

#### How to minimize wastewater pollution

- → Do not pour anything down the catchbasin
- Properly dispose of pet and yard waste

- → Minimize the use of fertilizers and pesticides on your lawn or garden
- Recycle and dispose of waste safely and properly
- → Use eco-friendly salt alternatives for melting ice and snow
- → Use carwashes when possible
- → Do not release household fish into the natural environment
- Drain pools and hot tubs only after they are free of salt/chemicals

#### Maintenance

As Needed

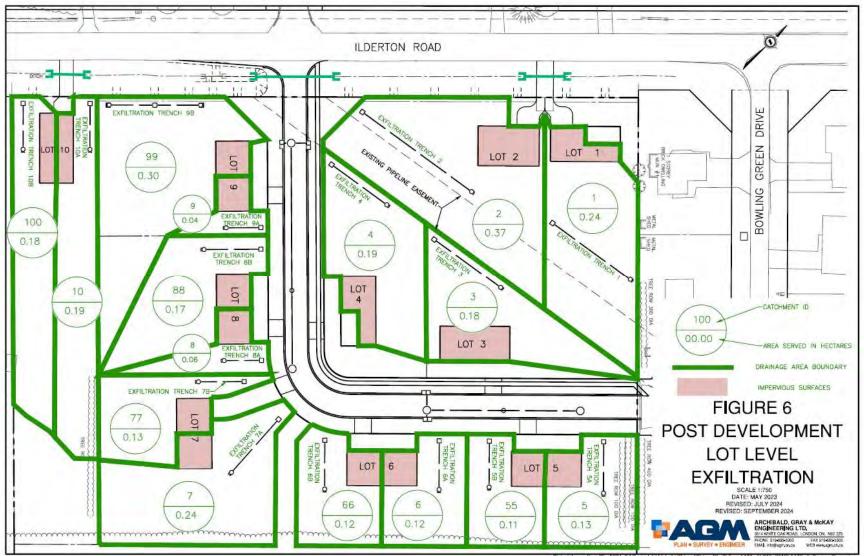
- → Inspect trench after storms
- → Remove sediment and debris
- Seasonally
  - → Mow lawn and remove rubbish
  - → Remove vegetation and weeds
- \* Don't place grass clippings in the trench

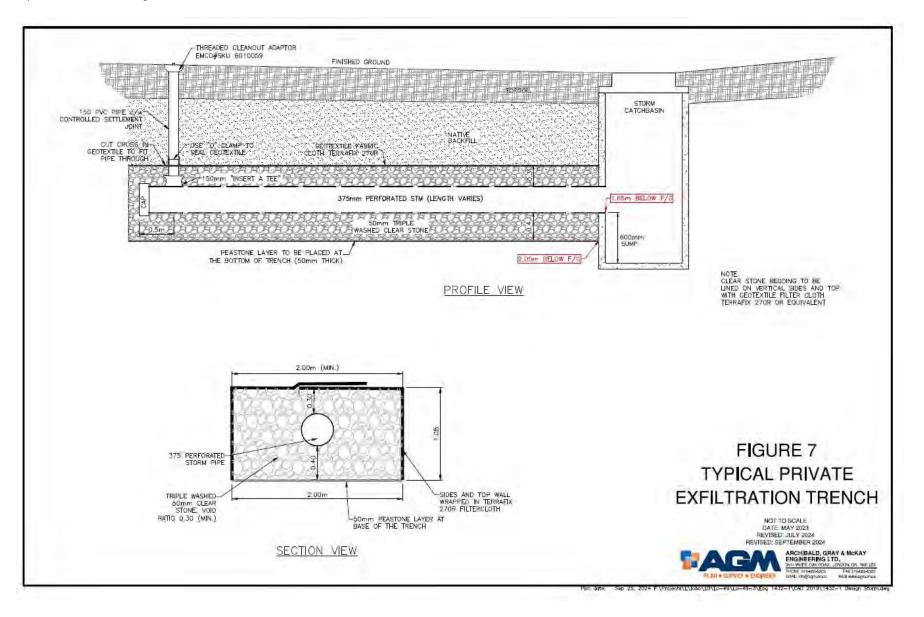
#### Septic Systems

Each lot is serviced by individual septic systems, which are onsite wastewater treatment units. Anything that goes down the drain flows to the septic system, and a poorly functioning septic system can impact the quality of your drinking water. Ensure that you speak with the builder about the specific design of your septic system and any ongoing maintenance. For more information on septic systems, visit:

http://www.ontario.ca/page/septic-systems

For further information: St Clair Region Conservation Authority: 519-245-3710 Municipality of Middlesex Centre: 519-666-0190





# SCHEDULE "J"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

# MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### **IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

Letter of Credit No.

To: Municipality of Middlesex Centre

Pursuant to the request of our customer, Sydenham Realty 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 \_\_\_\_\_ day of February 2025 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 30<sup>th</sup> day of \_\_\_\_\_, 202\_ 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 \_\_\_\_\_, 2025.

#### SCHEDULE "K"

to

THIS THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

# SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

## MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### INTERIM CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by Municipality of Middlesex Centre (hereinafter referred to as the "Municipality") to the undersigned, the receipt and sufficiency of which is hereby acknowledged, I hereby certify that the following have been constructed and installed pursuant to and in accordance with the Subdivision Agreement (hereinafter referred to as the "**Subdivision Agreement**") dated the \_\_\_\_\_ day of February 2025 and registered as No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

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

I certify also that items 1, 3, 4 and 5 above of the Completed Services have been:

(a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and

(b) in my professional engineering opinion, construction of the Works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Finally, I certify that the value of the Competed Services is as follows:
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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 \_\_\_\_\_\_, 20 \_\_\_.

**Professional Engineer** 

#### SCHEDULE "L"

to

THIS THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

# SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

#### MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by Municipality of Middlesex Centre (hereinafter referred to as the "Municipality") to the undersigned, the receipt and sufficiency of which is hereby acknowledged, I hereby certify that the construction and installation of the Works was carried out in substantial conformance with the approved plans and specifications for the Works as required by the Subdivision Agreement dated the \_\_\_\_\_ day of February, 2025 and registered as No. \_\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 have been completed; and I hereby certify that all such services have been:

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice; and
- (b) in my professional engineering opinion, construction and installation of the Works was carried out in substantial conformance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_.

Professional Engineer

#### SCHEDULE "M"

to

THIS SUBDIVISION AGREEMENT made this \_\_\_\_\_ day of February 2025.

BETWEEN:

SYDENHAM REALTY INC., a corporation incorporated under the laws of the Province of Ontario having its registered office in the City of London and the County of Middlesex (hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and –

## MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

#### **ASSET INVENTORY**

Storm  \$  -  Storm Sewers and Appurtenances    Sanitary  \$  -  Sanitary Sewers and Appurtenances    Water  \$  -  Watermains and Services    Roads  \$  -  Roadworks (granulars to base asphalt)    Roads  \$  -  Curbs and Gutter    SW  \$  -  Sidewalks / Walkways    Roads  \$  -  Surface Asphalt    SWM  \$  -  SWM	11.4	Subdivision Name	e						
Date:				1.1					
Category      Estimate (5)      Description      Total Length (m)      Cost / Metre        Storm      \$      -      Storm Sewers and Services      (m)      Cost / Metre        Stanitary      \$      -      Storm Sewers and Appurtenances      (m)      Cost / Metre        Stanitary      \$      -      Starm Sewers and Appurtenances      (m)      Cost / Metre        Water      \$      -      Watermains and Services      (m)      (m)      Cost / Metre        Roads      \$      -      Curbs and Gutter      (m)      (m)      (m)      (m)      (m)        SWW      \$      -      Surface Asphait      (m)      (m)	1		-						
Sanitary  \$ -  Sanitary Sewers and Appurtenances    Water  \$ -  Watermains and Services    Roads  \$ -  Roadworks (grannlars to base asphalt)    Roads  \$ -  Curbs and Gutter    S/W  \$ -  Stdewalks / Walkways    Roads  \$ -  Stafface Asphalt    S/WM  \$ -  SWM    Lighting  \$ -  Street Lighting		Estimate (\$)	Description						Cost / Metre
	Storm Sanitary Water Roads Roads S/W Roads SWM Lighting	\$ - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	Storm Sewers and Services Sanitary Sewers and Appurtenances Watermains and Services Roadworks (granulars to base asphalt) Curbs and Gutter Sidewalks / Walkways Surface Asphalt SWM						
	Total Category Leng Storm Sanitary Water Total		150 dia	200 dia	250 dia	375 dia	450 dia	525 dia	750 dia