

THIS SUBDIVISION AGREEMENT made this \_\_\_\_ day of February 2021.

B E T W E E N:

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

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(Not part of the Agreement)

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THIS SUBDIVISION AGREEMENT made this \_\_\_\_ day of February 2021.

B E T W E E N:

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**WHEREAS:**

- (a) The Subdivider is the owner of the land described in Schedule "A", (hereinafter referred to as the "**Phase II Land**");
- (b) The Subdivider wishes to subdivide the Phase II Land by means of a registered plan of subdivision and has made application to The Corporation of the County of Middlesex (hereinafter referred to as the "**County**") therefor and has obtained draft plan approval for plan of subdivision from the County under the County's File No. 39T-MC1401;
- (c) The decision to issue draft plan approval for the plan of subdivision from the County under County File No. 39T-MC1401 was issued on January 12, 2016 (the "**Decision**") with Notice of the Decision being circulated on January 22, 2016;
- (d) The Subdivider wishes to subdivide the Phase II Land into fifty-seven (57) single detached residential lots and a walkway by means of a registered plan of subdivision (hereinafter referred to as the "**Phase II Plan**") in the form of the photographic reduction thereof attached as SCHEDULE "B" hereto; and the Municipality, as a condition of its recommendation to the County that final approval be given to the Phase II Plan has required that this Agreement be entered into;
- (e) The Municipality is prepared to enter into this Agreement with respect to the development of the Phase II Land on the basis of the terms and conditions of this Agreement;

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

## **DEFINITIONS**

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

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- 1.9 A "**Stage**" of a Phase means a portion of the servicing works for the Phase as authorized by the Municipal Engineer; for example, for the Phase II Plan under section 59 of this Agreement.

**PHOTO REDUCED SCHEDULE ATTACHMENTS**

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

**FUTURE DEVELOPMENT INFORMATION ON SERVICING PLANS**

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



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exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, re-zonings, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development (herein referred to as “**Development Approvals**”);

- 3.5 The Parties acknowledge and agree that no part of the landscaping or servicing infrastructure details for Future Development shown on the Servicing Plans have been reviewed by the Municipality, nor have they received any necessary Development Approvals;
- 3.6 The Parties understand and agree that the Municipality and its officers and Council will deal with Development Approvals for Future Development in the same manner as would be the case with respect to any other land development proposal; and
- 3.7 The Parties understand and agree that the execution of this Subdivision Agreement by the Municipality is not a pre-judgement, nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992* nor does it imply or include a commitment by the Municipality to provide wastewater conveyance or treatment capacity for any Future Development.

#### **SUBDIVIDER’S TITLE**

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

#### **REGISTRATION OF AGREEMENT**

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

#### **OTHERS WITH TITLE INTERESTS**

6. The Subdivider represents and warrants to the Municipality that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the Phase II Land, all persons having any interest in the Phase II Land as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in SCHEDULE “C”

attached to this Agreement. SCHEDULE "C" attached to this Agreement is divided into two Parts. Part 1 of SCHEDULE "C" shall list those existing registered interests in the Phase II Land for which the Municipality shall not require postponements in interest to this Agreement, such as existing municipal agreements. Part 2 of SCHEDULE "C" shall list those existing registered interests in the Phase II Land for which the Municipality shall require postponements in interest to this Agreement be registered.

#### **POSTPONEMENT BY ENCUMBRANCERS**

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

#### **REGISTRATION OF PLAN**

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

#### **CONVEYANCES**

9. The conveyance of real property shall be made:
  - 9.1 to the Municipality as provided in section 42 (dedications) and of the easements as provided in section 35 of this Agreement;

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

#### **RESTRICTED LOTS**

10. *Intentionally deleted.*

#### **LEGAL OPINIONS REQUIRED**

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

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Schedule "E" attached hereto that:

- 11.1 At the date of signing of this Agreement and at the date of the registration of this Agreement upon title, the Subdivider is the owner in fee simple of the Phase II Land free of all liens and encumbrances, save and except for any interest in the Phase II 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;
- 11.2 This Agreement has been registered against the Phase II Land in a first priority position, save and except for any interest in the Phase II 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;
- 11.3 The Phase II Plan is registered in the Land Titles Office for the Land Titles Division of Middlesex (No. 33);
- 11.4 The conveyance of real property to the Municipality as provided in section 42 (dedications) and of easements as provided in section 35 of this Agreement has been made to the Municipality in satisfaction of the provisions of this Agreement, free and clear of all liens and encumbrances, save and except this Agreement and any easements in favour of the Municipality, and with such postponements of interest as are necessary to provide a free and clear interest.

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

**CONVEYANCES TO COUNTY**

12. *Intentionally deleted.*

**LEGAL OPINION REQUIRED FOR COUNTY**

13. *Intentionally deleted.*

**SUBDIVIDER'S ENGINEERS**

14. The Subdivider shall engage competent Engineers registered with the Professional Engineers of Ontario for the works specified in Schedule "G" hereto (herein referred to as the "**Phase II Works**") to be undertaken by the Subdivider to the satisfaction of the Municipality:

- 14.1 To design the Phase II Works in accordance with the current guidelines and standards prescribed by the Municipality;

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- 14.2 To prepare a tender for the construction of the Phase II Works;
- 14.3 To assist the Subdivider to obtain all necessary approvals in connection therewith;
- 14.4 To provide full-time on-site inspection of all construction of the Phase II Works;
- 14.5 To prepare and maintain records in connection with the construction of the Phase II Works; and
- 14.6 To prepare and furnish "Record" drawings of the Phase II Works as defined by the Professional Engineers of Ontario.

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

#### **SUBMISSION FOR APPROVAL**

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

#### **GRADING PLAN**

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

- 16.4 The stormwater management plan and facilities, including all land designated for drainage works.

### **CONSTRUCTION WORK PLAN**

17. The Subdivider shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates, as aforementioned, a Construction Work Plan (hereinafter referred to as the “**Construction Work Plan**”) that incorporates the following elements:
- 17.1 A map showing the haul road or road for construction traffic required by section 34 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
- 17.2 A map showing the location of the subdivision sign required by section 27;
- 17.3 Confirmation of municipal protocols for the scheduling of inspections for the Works per the following:
- All municipal inspections are to be scheduled with a minimum ten (10) working days’ notice in advance of the date of inspection;
  - Municipal inspections relating to final acceptance and assumption of the Phase II Works as contemplated by sections 57 and 58 below will not be scheduled during the period extending from November 15<sup>th</sup> to April 15<sup>th</sup>;
- 17.4 A surface features plan certified by the Subdivider’s Engineer illustrating the location of:
- Sidewalks;
  - Fire hydrants;
  - Street and traffic signage;
  - Street pavement markings;
  - Driveways at cul-de-sacs and on 90 degree road bends;
  - Street-lighting;
  - Community mail boxes;
  - Communication boxes or pedestals.
- 17.5 A public land maintenance schedule;

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- 17.6 A sediment and erosion control plan
- 17.7 A street cleaning schedule;
- 17.8 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Phase II Works; and
- 17.9 The form of notice to be given to affected land owners and residents in the vicinity advising of the approximate date of commencement of construction and of the communication protocols referred to in section 17.8 above.

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

**APPROVAL BY MUNICIPAL ENGINEER**

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

**ADDITIONAL APPROVAL BY COUNTY ENGINEER**

- 19. *Intentionally deleted.*

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

- 20. *Intentionally deleted.*

**ADDITIONAL APPROVAL BY MECP**

- 21. In addition to the approval of the Municipal Engineer as required by section 18, all such plans, scheduling, specifications, including and particularly those detailing the handling of stormwater from the Phase II Land, erosion and sediment control during construction, and the Grading Plan shall be considered, amended if necessary and approved as amended by the Ministry of Environment, Conservation and Parks ("MECP").

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

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

### **STORMWATER MANAGEMENT PLAN**

23. The Subdivider shall submit a detailed stormwater management plan ("**Stormwater Management Plan**") to be reviewed and approved by the Municipality, Conservation Authority, Ministry of Environment, Conservation and Parks, County, and Lake Huron Primary Water Supply System. The stormwater management plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality and shall be integrated with the stormwater management plan approved under the Phase I Subdivision Agreement and shall be based upon the following documents, which are referred to in the Phase I Subdivision Agreement:

- 23.1 The 2015 DAR;
- 23.2 Little Property Subdivision Phase 1 Final SWM Report dated March 24, 2016 by Stantec Consulting Ltd. For Sifton Properties Limited;
- 23.3 Little Property Subdivision SWM Operations and Maintenance Manual dated March 29, 2016 by Stantec Consulting Ltd. for Sifton Properties Limited; and
- 23.4 Letter dated December 19, 2016 send by Stantec Consulting Ltd. (Nick Emery) to Middlesex Centre (Brian Lima) with reference to Little Farm Subdivision Trunk Storm Sewer Design Update.

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 immediately upon 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**

24. The Subdivider shall provide a homeowner information package describing the environmental services provided for stormwater quality and flood control management

in the subdivision and indicate the responsibilities of the homeowner to assist with maintenance. The homeowner information package shall be in substantially the form attached as Schedule "J" to this Agreement and the Subdivider shall provide a copy of such information package to every person who makes an offer to purchase any lot as shown on the Phase II Plan before such person is bound by an agreement to purchase.

#### **ENVIRONMENTAL PROTECTION MEASURES**

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

#### **STORMWATER MANAGEMENT ISSUES**

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

#### **SIGN OF PLAN**

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

#### **AUTHORIZATION TO PROCEED WITH CONSTRUCTION**

28. No site alteration, construction or installation of the Phase II Works shall commence nor shall the Subdivider cause or permit any grading of the Phase II Land:
- 28.1 Until after the approval of the: Municipal Engineer; and, the approval of the County Engineer, if required; and, approval of the Joint Board of the Lake



Huron Primary Water Supply System; and, approval of the Ministry of the Environment, Conservation and Parks; and, the approval of the Conservation Authority have been given with respect of all of the Phase II Works as contemplated by sections 18 up to and including 23;

- 28.2 Until a certificate of insurance to the satisfaction of the Municipality as required in accordance with section 49 has been given to the Clerk;
- 28.3 Until the Letter of Credit as required by section 46 of this Agreement has been to the satisfaction of the Municipality has been given to the Clerk;
- 28.4 Until all easements and dedications in respect of all Phase II Works as contemplated by sections 42 and 43 (dedications), and section 35 (easements) have been granted and the solicitor's opinions required by sections 11 and 13 have been delivered to the Municipality and the County if required, respectively;
- 28.5 Until the Subdivider has paid the funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, inspection and all other work required by the Municipality in connection with this Agreement as described in section 81 and section 83 below;

but once all such matters have been attended to, the Municipal Engineer shall, issue an "Authorization to Commence Work" whereupon, the Subdivider shall first rough grade or cause the Phase II Land to be rough graded in accordance with the Grading Plan submitted and approved, as aforesaid, with such variations as the Municipal Engineer may permit on such terms and conditions as the Municipality may see fit to impose and then cause to be constructed and installed the Phase II Works on a continuous basis and as quickly as possible and shall complete the Phase II Works to the stage of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance, as contemplated by section 54, within three (3) years of receipt of such Authorization to Commence Work. The Subdivider may at any time and from time to time seek an extension or extensions of such three (3) years period in respect of all or any part or parts of the Phase II Works and the Municipal Council may grant any such request on such terms and conditions as the Municipal Council may see fit to impose. Such a request for extension shall be accompanied by a justification prepared by the Subdivider's Engineers supporting the request and describing not only the technical basis for it but also the length of the extension proposed.

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

- 29. The construction and installation of the Phase II Works shall be carried out under the full-time on-site inspection of the Subdivider's Engineers, subject to the rights of the

Municipality and of the Municipal Engineer under this Agreement; provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall in no way and at no time relieve the Subdivider of responsibilities for any errors or omissions or from the Subdivider's obligation to construct, install and maintain the Phase II Works in a good workmanlike and complete manner and in accordance with this Agreement.

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

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

#### **GENERAL MAINTENANCE**

31. Until final acceptance and assumption of the Phase II Works by a by-law of the Municipality, as contemplated by section 58, the Subdivider shall maintain or cause to be maintained all of the Phase II Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Phase II Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Phase II Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of roads within the Phase II Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable law.

#### **HAZARDOUS MATERIAL**

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

#### **MAINTENANCE OF DRAINS**

33. During the installation and construction of the Phase II Works and until final acceptance and assumption of the Phase II Works by a by-law of the Municipality, as contemplated

by section 58, the Subdivider shall maintain in working operation and repair all drains in use on the Phase II Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Phase II Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Phase II Works.

### **HAUL ROADS**

34. Until final acceptance and assumption of the Phase II Works by a by-law of the Municipality, as contemplated by section 58, the Subdivider shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Phase 2 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.

34.1 Failure to post the signage required by section 17.1 identifying the construction haul road and/or any temporary construction roads including but not limited to the signage prohibiting construction traffic on the specified roads in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Subdivider under section 81;

34.2 The Municipality may, in its sole and absolute discretion, implement measures to direct construction traffic to the appropriately designated haul roads, particularly as it relates to the use of existing road access for the purposes of construction activities, such measures if required, shall implemented by the Municipality, acting reasonably, at the sole cost and expense of the Developer with all costs incurred by the Municipality being charged to the Subdivider under section 81.

### **EASEMENTS**

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

### **INSTALLATION OF UTILITIES**

36. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the locally authorized TV cable operator and such other persons as the

Municipality may designate, design and install, at no cost to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed underground where possible and in such locations as the Municipal Engineer shall designate in accordance with standard servicing procedure. The Subdivider acknowledges and agrees that the Subdivider's obligations hereunder to construct, install, maintain and repair the Phase II Works includes the replacement or repair of any of the Phase II Works which are damaged or altered in connection with the installation of any such utilities or distribution systems.

### **UTILITIES EASEMENTS**

37. The Subdivider shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 37 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 51, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "F" attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

### **UTILITIES CO-ORDINATION**

38. The Subdivider shall co-operate with Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Phase II Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Phase II Land. The Subdivider agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of Phase II Works and, in this connection, the Subdivider shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has assumed the Phase II Works by by-law, as contemplated by section 58.

### **CANADA POST COMMUNITY MAILBOXES**

39. The Subdivider shall arrange to have Canada Post provide, at no cost to the Municipality, community mailboxes on the Phase II Land; and the Subdivider shall provide and grant by Transfer, for nominal consideration, to Canada Post such easements as may be reasonably necessary for such community mailboxes or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as

required by this section 39 shall be made, free and clear of all liens and encumbrances. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 51, the Subdivider shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "F" to this Agreement adapted for the purpose of this section 39. The said opinion shall be addressed to the Municipality in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

#### **DEVELOPMENT CHARGES**

40. The Subdivider shall pay to the Municipality any and all development charges in connection with the subdivision of the Phase II Land in accordance with the Municipality's Development Charges By-law applicable and any other pertinent agreements to the Phase II Land and in force from time to time as and when applications for building permits are made for the buildings and structures on the lots and blocks shown on the Phase II Plan.

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

#### **CASH-IN-LIEU OF PARKLAND DEDICATION**

41. The Parties agree that the Subdivider is to make a cash-in-lieu of park land dedication payment in connection with development of the Phase II Land. The Municipality agrees that this cash-in-lieu of parkland dedication payment shall take into consideration as part of the calculation the excess lands dedicated for parkland purposes as part of the development of the Phase I Land and the following provisions shall apply:

- 41.1 The Parties acknowledge that the area of the Phase I Land is 8.854 hectares (21.88 acres), 5% of which is 0.443 hectares (1.094 acres) and that, therefore, the parkland dedication credit for the conveyance of Blocks 63, 64 and 65 in Phase I exceeds the 5% parkland dedication as contemplated by subsection 51.1(1) of the *Planning Act* for the Phase I Land by 0.359 hectares (0.887 ac) and the Parties are agreed that such excess shall be carried forward to be applied as a credit against the Subdivider's requirement to make a conveyance for park purposes at the time of Future Development.
- 41.2 The Subdivider agrees that it shall pay to the Municipality an amount equal to 5% of the value of the Phase II Land for Park purposes minus the excess set out in section 41.1 above.
- 41.3 The Parties acknowledge that the area of the Phase II Land is 4.27699 hectares), 5% of which is 0.214 hectares.)

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- 41.4 The Parties acknowledge that the remaining excess parkland dedication conveyed exceeding the 5% parkland dedication requirement for the Phase II Land is 0.145 ha, being 0.359 (excess from Phase I) minus 0.214 (being the dedication required in Phase I). The Parties agree that the excess in the amount of the dedication of 0.145 ha shall be carried forward and applied as a credit against the Subdivider's requirement to make a conveyance for park purposes at the time of Future Development.

#### DEDICATIONS

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

42.1 Block 58, being a walkway block, as shown on the Phase II Plan;

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

#### DEDICATIONS TO THE COUNTY

43. *Intentionally deleted.*

#### FLOW MONITORING

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

44.1 Failure to complete the flow monitoring required by this section 44 in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Subdivider under section 81;

#### MUNICIPAL DRAINAGE

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

45.1 apportionment of the assessments previously assessed against the Phase II Land in accordance with section 65 of the *Drainage Act*; and

45.2 amendments, alterations, or improvements required as a result of the relocation, disconnection, removal, abandonment of any municipal drain under the provisions of the *Drainage Act* for the purposes of providing property

sufficient outlet for storm water to be disposed from the Phase II Land as contemplated by the Phase II Works.

#### **LETTER OF CREDIT**

46. Forthwith upon the Municipal Engineer's approval of the plans, scheduling, specifications, contracts, cost estimates, and the Grading Plan, and before the Municipal Engineer issues the Authorization to Commence Work contemplated in section 28 of this Agreement, the Subdivider shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "K" hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Phase II Works as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Phase II Works or TWENTY-FIVE THOUSAND, (\$25,000.<sup>00</sup>) DOLLARS, whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the Municipal Solicitor; and all such security shall be for the purpose of securing performance of all the obligations of the Subdivider under this Agreement.

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

47. The security provided by the Subdivider as required by section 46 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 53 and section 81 of this Agreement.

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

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

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

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

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

longer required retaining such security as is, in the opinion of the Municipal Engineer, needed to secure completion of the uncompleted part of the Phase II Works, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement; and the Parties agree that, when deciding upon the amount of security to be retained to secure completion of the uncompleted part of the Phase II Works, including Warranty Period, as well as the faithful performance of all other obligations of the Subdivider under this Agreement, the Municipal Engineer shall take into account his estimate of the cost of enforcing compliance with this Agreement and of realizing upon the security provided for this Agreement, including legal and engineering costs and the cost of the Municipality's procurement policies and practice and that the amount of the Letter of Credit shall not be reduced to less than TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS until the Municipality has finally accepted the Phase II Works by by-law, as contemplated by section 58, of this Agreement.

## **INSURANCE**

49. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Phase II Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 58, including the Warranty Period, the Subdivider shall maintain in force and effect insurance which satisfies the following:
- 49.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Phase II 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;
  - 49.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
  - 49.3 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;
  - 49.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Subdivider as if the Municipality was separately insured;
  - 49.5 such insurance shall provide coverage which shall continue until the Phase II Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 58;



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- 49.6 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;
- 49.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
- 49.8 such insurance shall otherwise be in form satisfactory that is, from time to time, acceptable to the Municipality.

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Subdivider shall provide the Municipality with evidence of the insurance to be provided as required by this section 49 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 February XX, 2021 between the Municipality of Middlesex Centre and 1960634 Ontario Inc.

The Subdivider shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Subdivider shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section 49.

#### **INDEMNITY**

- 50. Until the Municipality shall have finally accepted the Phase II Works by a by-law, as contemplated by section 58, the Subdivider shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Phase II Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Subdivider in support of the approval of such plans, specifications and contract; and the insurance coverage policy required by section 49, shall not be construed as relieving the Subdivider from responsibility for indemnity of the Municipality for liability not covered by such insurance or in excess of the policy limits of such insurance.

#### **INTERIM COMPLETION CERTIFICATE**

- 51. Upon completion of:

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- 51.1 the underground services to be constructed and installed as part of the Phase II Works;
- 51.2 all street signs and regulatory signage have been provided to the satisfaction of the Municipal Engineer;
- 51.3 subject to section 52, all utilities required by section 36;
- 51.4 again, subject to section 52, all street lights such that they are fully operational; and
- 51.5 a full depth granular B road base suitable for emergency vehicle access on all roads to be constructed as part of the Phase II 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 48.

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

- 51.6 a certification in substantially the form set out in Schedule "L";
- 51.7 a solicitor's opinion as to utilities' easements as required by section 37;
- 51.8 a solicitor's opinion with respect to Canada Post community mail box as required by section 39;
- 51.9 a video camera inspection of all storm and sanitary sewers accompanied by a written report from the inspection company;
- 51.10 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 51.11 a report identifying any deficiencies in the Phase II Works and how such deficiencies are to be addressed; and
- 51.12 an updated Surface Features Plan certified by the Subdivider's Engineer, showing the location of
  - 51.12.1 TV Cable pedestal boxes,
  - 51.12.2 Pedestal boxes for Bell Canada or such other telephone and telecommunication service provider as has been designated by the Municipality

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- 51.12.3 Electric transformers,
- 51.12.4 Utility Easements,
- 51.12.5 Canada Post community mailboxes.

So long as the Subdivider is not in default under this Agreement, once the Municipal Engineer has satisfactorily confirmed completion of those things enumerated in sections 51.1 to 51.5, inclusive, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance with respect to the Phase II Works.

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

52. Notwithstanding the requirement of section 51 that the utilities referred to in section 36 are to be completed and that street lights are to be fully operational before the Subdivider may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Subdivider may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section 36. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units in the case of utilities and within six (6) months of the Interim Completion Certificate in the case of street lighting, the Municipal Engineer may, issue an Interim Certificate of Provisional Acceptance.

#### **WINTER ROAD MAINTENANCE**

53. The Subdivider shall be responsible for all winter road maintenance. After the issuance of the Interim Certificate of Provisional Acceptance by the Municipal Engineer, the Municipality may but is under no obligation to, at the Subdivider's expense, undertake winter maintenance of roads within the Phase II Land, but the doing of such work by the Municipality shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the Municipality be deemed to have accepted or assumed such roads. Until the Phase II Works are completed and finally accepted by the Municipality by a by-law, as contemplated by section 58, the Subdivider shall remain responsible for rectification of any damage to the Phase II Works which may occur in the course of winter maintenance operations whether by the Municipality or by others.

#### **COMPLETION CERTIFICATE**

54. Upon the completion of all of the Phase II Works and of all utilities to be constructed and installed as required by section 36, the Subdivider may submit to the Municipal

Engineer a Certificate of Completion and may apply for a partial release of security in accordance with section 48. The Completion Certificate shall include:

- 54.1 a Completion Certificate issued by the Subdivider's Engineers in substantially the form set out in Schedule "M", certifying that the Phase II Works have been carried out in substantial conformance with the approved plans and specifications and in accordance with this Agreement;
- 54.2 a certificate issued by the Subdivider's Engineers to the following effect:
  - 54.2.1 dwellings have been completed on at least 85% of the lots as shown on the Phase II Plan;
  - 54.2.2 the stormwater management facilities and features required as part of the Phase II 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 23 of this Agreement;
- 54.3 and such certificate shall be accompanied by such engineer's report of monitoring of the stormwater management facilities and the monitoring results which demonstrate that such design objectives have been met.
- 54.4 a video camera inspection of all storm and sanitary sewers completed within a period of no more than sixty (60) days following the issuance of the completion certificate accompanied by a written report from the inspection company and a certificate issued by the Subdivider's Engineers that the storm and sanitary sewers have been flushed and cleaned within a period of no more than sixty (60) days following the issuance of completion certificate;
- 54.5 a certificate issued by the Subdivider's Engineers that all water valves, curb stops and hydrants have been inspected for operation;
- 54.6 a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase II Works have been paid and that there are no outstanding claims relating thereto;
- 54.7 a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase II Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;

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- 54.8 a Final Lot Grading Certificate issued by the Subdivider's Engineers for each lot and block on the Phase II Plan certifying that that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan; provided that, in the case of lots and blocks on the Phase II Plan for which grading certificates have been issued in accordance with section 70.8 below, such grading certificates will be sufficient to satisfy the requirements of this section 54.8 with respect to the lots and blocks to which they apply;
- 54.9 drawings showing the Phase II Works "as built" in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 54.10 two (2) sets of full sized drawings showing the Phase II Works "as built";
- 54.11 a computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in pdf format and in the following format:

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

- 54.12 an asset inventory in accordance with the attached Schedule "N".

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

#### **WARRANTY PERIOD**

55. The Subdivider shall maintain and repair the Phase II Works for a period of one year commencing on the date of the issuance by the Municipal Engineer of the Certificate of Provisional Acceptance and continuing until the Municipality shall have finally accepted the Phase II Works, by by-law, as provided in section 58 (hereinafter and hereinbefore referred to as the “**Warranty Period**”); and the Subdivider shall repair any defects in the Phase II Works which shall become apparent within the Warranty Period.

#### **USE BY MUNICIPALITY**

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

#### **FINAL ACCEPTANCE**

57. Upon completion of the installation, construction, maintenance and repair of the Phase II Works, including all maintenance and repair required during the Warranty Period, the Subdivider shall:
- 57.1 Submit to the Municipality a Final Lot Grading Certificate issued by the Subdivider’s Engineer at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate certifying that the grading and drainage for each lot and block are in accordance with the approved subdivision Grading Plan accompanied by all of the Final Grading Certificates issued on a lot-by-lot basis by Subdivider’s Engineer in connection with the Phase II Plan as contemplated by section 70.8 below.
  - 57.2 Submit to the Municipality a Final Completion Certificate issued by the Subdivider’s Engineers in substantially the form set out in Schedule “M”, certifying that the Phase II Works have been constructed and installed in

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

- 57.3 Submit to the Municipality copies of the updated application documents of the Ministry of Environment, Conservation and Parks Environmental Compliance Approval Certificates for storm, sanitary, and stormwater management facilities which are to be assumed by the Municipality. The updated applications are to reflect the Municipality as being owner of the works. (The Subdivider is to be responsible for all fees payable to the Ministry in relation to the issuance of updated certificates.)
- 57.4 Submit a letter from the Ministry of Environment Conservation and Parks acknowledging that the applications noted in section 57.3 are complete and have been received by the Ministry;
- 57.5 Submit to the Municipality a Statutory Declaration of an authorized senior officer of the Subdivider declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Phase II Works have been paid and that there are no outstanding claims relating thereto; and
- 57.6 Submit to the Municipality a certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Phase II Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Final Completion Certificate.

#### **ASSUMPTION OF PHASE II WORKS**

58. Within thirty (30) days after the submission for the Final Completion Certificate, together with all else required as contemplated by section 57, the Municipal Engineer shall, either:
- 58.1 Confirm the Final Completion Certificate and issue a Certificate of Final Acceptance, or
- 58.2 Issue to the Subdivider a statement of deficiencies in the grading, whether or not the Subdivider is then the owner of the Phase II Land in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance, or repairs of the Phase II Works and,

so long as the Subdivider is not in default under this Agreement and after the Subdivider has rectified all of such deficiencies to the complete satisfaction of the Municipal Engineer, the Municipal Engineer shall issue a Certificate of Final Acceptance; whereupon the Municipality shall, within thirty (30) days enact a by-law assuming

ownership of the Phase II Works thereby terminating the Warranty Period; and such security as is then retained by the Municipality shall be released to the Subdivider.

### **STAGING OF PHASE II WORKS**

59. Notwithstanding the completion schedule set out in section 28, the Subdivider may construct and install the Phase II Works in two or more Stages if and so long the Stages are approved in advance and are to the satisfaction of the Municipal Engineer subject to the following provisions:

59.1 The Municipal Engineer shall determine those portions of the Phase II Works that are to be undertaken to complete the servicing of each Stage.

59.2 For each Stage, there shall be the following:

59.2.1 Separate Authorizations to Commence Work as contemplated by section 28 of this Agreement; and

59.2.2 Separate certificates as contemplated by sections 51 and 54 of this Agreement.

59.3 No Stage of the Phase II Works are to be assumed by the Municipality as contemplated by section 58 of this Agreement until all Stages are assumed; and the Warranty Period on all stages shall continue until all stages of the Phase II Works are assumed at once as a single unit as in accordance with section 58 of this Agreement.

### **CONSTRUCTION LIEN**

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

### **RIGHT OF INSPECTION**

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



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

### **MUNICIPAL ENGINEER ORDERS**

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

### **REMEDIES**

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

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

provided that the Municipality shall give the Subdivider at least five (5) days prior notice, except in cases of the Phase II Works not functioning or not functioning properly, so that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the parties that the entry upon the Phase II Land by the Municipality or the doing of anything by the Municipality as authorized by this section 63 shall be as agent for the Subdivider and shall not be deemed an acceptance of the Phase II 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 63 by the Municipality.

### **COURT ACTION**

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

### **BUILDING PERMIT REMEDY**

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

### **REALIZING SECURITY**

66. In addition to any other remedy which the Municipality may have against the Subdivider for breach of this Agreement, after first giving five (5) days' notice to the Subdivider, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Subdivider is in default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Subdivider ought to have paid or any money, which is otherwise due to the Municipality from the Subdivider under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Subdivider upon final acceptance and assumption of the Phase II Works by by-law as contemplated by section 58; but, if there is a deficiency, the same shall be recoverable from the Subdivider forthwith upon demand.

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

67. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 46 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**

68. 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**

69. The Subdivider shall, at all times, maintain or cause to be maintained the elevations and grades on all lots and blocks as shown on the Phase II 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**

70. As a condition of the development or redevelopment of any lot within the Phase II Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 70.1 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;
  - 70.2 The owner of each lot shall connect the dwelling to the sanitary sewer P.D.C. located at the property line in accordance with the Municipality's specification for sewer installations;
  - 70.3 No owner of a lot shall be permitted to directly and/or indirectly connect a basement drainage system, including any weeping tile, to the municipal storm sewer system, and/or the municipal sanitary sewer system;
  - 70.4 The owner of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the traveled portion of the street;
  - 70.5 The owner of each lot shall affix their assigned municipal street number to the main dwelling on the lot, a minimum of 12.7 centimetres in height and clearly visible from the road, all in accordance with the Municipality's municipal addressing policies;
  - 70.6 The owner of each lot shall submit to the Municipality for review and approval, a detailed site plan showing the location and dimensions of all buildings and structures to be erected upon the lot and a Lot Grading Plan identifying the proposed grading and appurtenant drainage works. Both plans shall be issued

by an Ontario Land Surveyor or qualified Professional Engineer. The Lot Grading Plan shall be stamped by the Subdivider's Engineer certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this the Agreement"

- 70.7 The owner of each lot shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and the final footing elevations are in conformity with the site plan referred to in section 70.6;
- 70.8 Within thirty (30) days after completion of the development or re-development of the lot, the owner of the lot shall cause a Final Grading Certificate to be prepared by the Subdivider's Engineer that includes a certification that the lot grades and the location of all structures then on the lot are in conformity with the site plan referred to in section **Error! Reference source not found.** and the lot grading plan referred to in section 70.6; the Subdivider's Engineer shall provide such Final Grading Certificate to the Municipality upon request and shall maintain all such Final Grading Certificates issued in connection with the Phase II Plan until the submission to the Municipality of the Final Completion Certificate contemplated by section 57.1 above at which time the of the Subdivider's Engineer shall also provide to the Municipality all Final Grading Certificates issued in connection with the Phase II Plan.
- 70.9 The owner of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the Phase II Land which may be located on the lot and shall at all times comply with the obligations and burdens of any easement required by section 35 of this Agreement as it affects the lot; and
- 70.10 The owner of each lot shall maintain in good repair any walls, fences or hedges located on the lot and any other suitable ground cover located on the lot to provide adequate landscaping of the lot and to provide protection to adjoining properties.

#### **MAINTENANCE OF LOTS**

71. The facilities and works required by section 70 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**

72. The Subdivider shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the Phase II Plan and no building permit for the development or redevelopment of any lot or block as shown on the Phase II Plan shall be issued until:
- 72.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 51; and
  - 72.2 The site plan and lot grading plan referred to in section 70.6 have been approved by the Municipality.

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

73. Notwithstanding the foregoing restriction respecting the application for building permits and the issuance thereof contained in section 72, up to five (5) building permits for up to five (5) dwelling units in the aggregate may be available to the Subdivider, or persons claiming title from it, once the Municipal Engineer has issued the Authorization to Commence Work as contemplated by section 28; and any such premature building permit will only be issued before the issuance of the Interim Certificate of Provisional Acceptance,
- 73.1 if the applicant for the building permit is the registered owner of the lot for which the permit is sought, or if the registered owner of such lot joins with the applicant for such building permit in the undertaking referred in section 73.2, and
  - 73.2 if the applicant for the building permit, together with the registered owner of the lot if the registered owner is not the applicant, undertakes, in writing, that occupancy of any dwelling unit to be constructed pursuant to the building permit shall not be given until the Interim Certificate of Provisional Acceptance is issued by the Municipal Engineer;

and, in connection with the undertaking referred to in section 73.2, the applicant for a premature building permit shall deposit with the Municipality the sum of TWO THOUSAND (\$2,000.00) DOLLARS for each such application for a building permit which deposit shall be forfeited if there is a breach of the undertaking, which forfeiture shall be in addition to any and all other remedies which may be available to the Municipality and, if there is no breach of the undertaking the TWO THOUSAND (\$2,000.00) DOLLAR deposit shall be returned to the applicant for the building permit after the issuance of the Interim Certificate of Provisional Acceptance as contemplated by section 51. Occupancy of the dwelling subject to the premature building permit will not be given

until an Interim Completion Certificate of Provisional Acceptance of Works has been issued.

#### **MAINTENANCE OF ROADS**

74. The Subdivider shall be responsible for all road maintenance. If a building permit is issued before the Interim Certificate of Conditional Acceptance is issued by the Municipal Engineer, the Subdivider shall maintain a granular base for the roadways in a well-graded dust and mud-free condition fit for normal traffic at all times and will erect street signs and traffic and speed limit signs of a design in accordance with Provincial standards.

#### **COST OF WORKS**

75. The Subdivider, when selling any lots on the Phase II Plan shall include in the price thereof the costs of the Phase II 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 40 of this Agreement.

#### **COVENANT OF PURCHASERS**

76. The Subdivider shall not accept any offer to purchase any lot within the Phase II Plan unless the Subdivider has given to such offeror, prior to the making of such offer, written advice about section 70 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Subdivider shall prior to transferring any part of the Phase II Land register notice of the section 70 requirements under this Agreement by way of registered restrictions on title to the Phase II Land which shall run with the Phase II Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Phase II Land.

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

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

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

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

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

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

### **DEDICATION AND STREET NAMES**

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

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

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

81. The Subdivider agrees to pay to the Municipality its reasonable costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, inspection, supervision and all other work required by the Municipality in connection with this Agreement and the following provisions apply:
- 81.1 The Municipality shall be entitled to be reimbursed for its reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality, including the negotiations leading to and the preparation of subdivision agreement, costs of dealing with questions, complaints and other communications as mentioned in section 82 below and costs arising out of the realization upon any security given thereunder.
- 81.2 The Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Phase II Land, including negotiation and preparation of

subdivision agreements, the completion of all work required by the subdivision agreement and the realization upon any security given thereunder.

81.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 81.2 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.

81.4 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**

82. The parties acknowledge that from the time when the Phase II Land is rough graded as contemplated by section 28 above, during construction and installation of the Phase II Works in accordance with this Agreement, during the Warranty Period and until final acceptance and assumption of the Phase II Works by a by-law of the Municipality, as contemplated by section 58, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Phase II Works and about the maintenance of the Phase II Land, roads and pedestrian walks within the Phase II Land as required by section 31 above and about matters related to building construction on and development of the Phase II Land. The parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Subdivider's Engineer for response and resolution. The parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Subdivider as part of the cost of administration, inspection, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 81 above.

### **OUTSTANDING INVOICE PAYMENTS**

83. 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**

84. 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 81 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**

85. 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**

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

### **INTEREST AND LIENS**

87. 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 (1¼%) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date of receipt of the demand and the amount due together with interest thereon shall constitute a lien upon the Phase II Land.

### **ESTOPPEL**

88. 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**

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

### **TIME OF ESSENCE**

90. 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**

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

For the Subdivider:	1960634 Ontario Inc. Suite 300, 1295 RiverBend Road, LONDON, Ontario N6K 0G2
	Attention: Phillip Masschelein Email: phil.masschelein@sifton.com

For the Municipality:	Municipality of Middlesex Centre, R.R. #2, 10227 Ilderton Road, ILDERTON, Ontario N0M 2A0
	Attention: Clerk
	Email: hutson@middlesexcentre.on.ca

or such other address as may be furnished by such person, and shall be deemed effective, four (4) business days after the date of mailing thereof unless postal employees at the point of mailing or at the point of delivery are on strike at any time during the four business days following the time of mailing, in which event it shall be effective when delivered to the addressee.

### **ASSIGNMENT**

92. 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**

93. 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**

94. 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**

95. 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**

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

One Signature Page to Follow.

Clear Skies Phase II  
Subdivision Agreement

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

**1960634 ONTARIO INC.**

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

Name:

Title: President

*I have the authority to bind the company*

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

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

Aina DeViet, Mayor

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

James Hutson, Clerk

**List of Schedules**

Schedule "A" - The Phase II Land

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

SCHEDULE "C" – Encumbrances

Schedule "D" – *Intentionally Deleted*

Schedule "E" - Solicitor's Opinion

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

Schedule "G" – The Phase II Works

Schedule "H" - Servicing Plan and Servicing Construction Plans

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

Schedule "J" – Homeowner's Package

Schedule "K" - Irrevocable Letter of Credit Format

Schedule "L" - Interim Certificate of Completion of Works

Schedule "M" - Certificate of Completion of Works

Schedule "N" - Asset Inventory

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "A"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**PHASE II LAND**

Part of Lot 24, Concession 11, geographic Township of London, designated as Part 7 on Plan 33R-19894 save an except Part of Lot 24, Concession 11, designated as Part 1 on 33R-20794, Municipality of Middlesex Centre

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

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "B"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**SURVEY PLAN OF THE PHASE II PLAN OF SUBDIVISION**





Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "C"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**ENCUMBRANCES**

**PART 1 PERMITTED ENCUMBRANCES**

Site Alteration agreement registered October 30, 2020 as Instrument No. ER1333196

**PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED**

NIL

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "D"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

***INTENTIONALLY DELETED***

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "E"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**SOLICITOR'S OPINION**

**TO: MUNICIPALITY OF MIDDLESEX CENTRE**

Re: Part of Lot 24, Concession 11, geographic Township of London, designated as Parts 7 on Plan 33R-19894 save an except Part of Lot 24, Concession 11, designated as Part 1 on 33R-20794, Municipality of Middlesex Centre

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

hereinafter the "**Phase II Land**"

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

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

**Subdivision Agreement Registration**

As at the date of signing of the Phase II Subdivision Agreement and as of the date of registration of the Phase II Subdivision Agreement against the Phase II Land, 1960634 Ontario Inc. is the

Clear Skies Phase II  
Subdivision Agreement

owner in fee simple of the Phase II Land free and clear of all liens and encumbrances save and except for:

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

**Easements transferred to the Municipality**

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_ , designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_ day of \_\_\_\_\_, 2021as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances.

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_ , designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_ day of \_\_\_\_\_, 2021as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances.

**Transfers in Fee Simple to the Municipality**

A good and valid Transfer of Blocks x through x, inclusive, on Registered Plan \_\_\_\_\_, has been registered on the \_\_\_ day of \_\_\_\_\_, 2021as Instrument No. ER \_\_\_\_\_ in favour of the Municipality of Middlesex Centre.

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

Enclosures:

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

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

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

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "F"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**SOLICITOR'S OPINION**

**FOR UTILITIES' EASEMENTS**

TO: MUNICIPALITY OF MIDDLESEX CENTRE

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

**Easements transferred to a Utility**

A good and valid \_\_\_\_\_ Easement over Part of Lots \_\_\_\_\_ on Registered Plan \_\_\_\_\_ , designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx has been registered on the \_\_\_ day of \_\_\_\_\_, 2021 as Instrument No. ER \_\_\_\_\_ in favour of (Name of Utility). It is my solicitor's opinion that of (Name of Utility) has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances save and except any registrations in favour of the Municipality of Middlesex Centre.

**SCHEDULE “G”**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**PHASE II WORKS**

**MUNICIPALITY REQUIREMENT FOR SERVICING**

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

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

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

- 2.1 Title of Plan or Drawing: General Servicing Plan Part 1  
 For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
 Author of Plan or Drawing; Stantec  
 Sealed by:  
 Author’s Project No.: 1614-13808  
 Drawing or Sheet Number:  
 Date of Plan or Drawing:  
 Date of Last Revision:  
 Legal Description; Part of Lot 24, Concession 11, geographic

Clear Skies Phase II  
Subdivision Agreement

- County Planning File No.: Township of London, now in the Municipality of Middlesex Centre, 39T-MC1402
- 2.2 Title of Plan or Drawing: General Servicing Plan  
For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
Author of Plan or Drawing; Stantec  
Sealed by: C.J. Hendriksen  
Author's Project No.: 1614-13808  
Drawing or Sheet Number: 1 of 14  
Date of Plan or Drawing: February 28, 2019  
Date of Last Revision: May 15, 2020  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.3 Title of Plan or Drawing: Watermain Distribution Plan  
For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
Author of Plan or Drawing; Stantec  
Sealed by: C.J. Hendriksen  
Author's Project No.: 1614-13808  
Drawing or Sheet Number: 2 of 14  
Date of Plan or Drawing: February 28, 2019  
Date of Last Revision: May 15, 2020  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402
- 2.4 Title of Plan or Drawing: Sanitary Drainage Area Plan  
For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
Author of Plan or Drawing; Stantec  
Sealed by: C.J. Hendriksen  
Author's Project No.: 1614-13808  
Drawing or Sheet Number: 3 of 14  
Date of Plan or Drawing: February 28, 2019  
Date of Last Revision: May 15, 2020  
Legal Description; Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre,  
County Planning File No.: 39T-MC1402

Clear Skies Phase II  
Subdivision Agreement

- 2.5 Title of Plan or Drawing: Storm Drainage Area Plan  
 For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
 Author of Plan or Drawing; Stantec  
 Sealed by: C.J. Hendriksen  
 Author's Project No.: 1614-13808  
 Drawing or Sheet Number: 4 of 14  
 Date of Plan or Drawing: February 28, 2019  
 Date of Last Revision: May 15, 2020  
 Legal Description; Part of Lot 24, Concession 11, geographic  
 Township of London, now in the  
 Municipality of Middlesex Centre,  
 County Planning File No.: 39T-MC1402
- 2.6 Title of Plan or Drawing: Storm & Sanitary Design Sheets  
 For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
 Author of Plan or Drawing; Stantec  
 Sealed by: C.J. Hendriksen  
 Author's Project No.: 1614-13808  
 Drawing or Sheet Number: 5 of 14  
 Date of Plan or Drawing: February 28, 2019  
 Date of Last Revision: May 15, 2020  
 Legal Description; Part of Lot 24, Concession 11, geographic  
 Township of London, now in the  
 Municipality of Middlesex Centre,  
 County Planning File No.: 39T-MC1402
- 2.7 Title of Plan or Drawing: Basil Crescent  
 For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
 Author of Plan or Drawing; Stantec  
 Sealed by: C.J. Hendriksen  
 Author's Project No.: 1614-13808  
 Drawing or Sheet Number: 6 of 14  
 Date of Plan or Drawing: February 28, 2019  
 Date of Last Revision: May 15, 2020  
 Legal Description; Part of Lot 24, Concession 11, geographic  
 Township of London, now in the  
 Municipality of Middlesex Centre,  
 County Planning File No.: 39T-MC1402
- 2.8 Title of Plan or Drawing: Basil Crescent  
 For Whom Prepared: Clear Skies Phase 2 - Sifton Properties Limited  
 Author of Plan or Drawing; Stantec  
 Sealed by: C.J. Hendriksen  
 Author's Project No.: 1614-13808



Clear Skies Phase II  
Subdivision Agreement

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|      | Drawing or Sheet Number:   | 7 of 14  |
|      | Date of Plan or Drawing:   | February 28, 2019  |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.9  | Title of Plan or Drawing:  | RYCB Cross-Sections  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 8 of 14  |
|      | Date of Plan or Drawing:   | February 28, 2019  |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.10 | Title of Plan or Drawing:  | Lot Grading Plan – Part 1  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 9 of 14  |
|      | Date of Plan or Drawing:   | February 28, 2019  |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.11 | Title of Plan or Drawing:  | Lot Grading Plan – Part 2  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 10 of 14   |
|      | Date of Plan or Drawing:   | February 28, 2019  |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the                                   |

Clear Skies Phase II  
Subdivision Agreement

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|------|----------------------------|--|
|      | County Planning File No.:  | Municipality of Middlesex Centre,<br>39T-MC1402  |
| 2.12 | Title of Plan or Drawing:  | Erosion & Sediment Control Plan  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 11 of 14   |
|      | Date of Plan or Drawing:   | March 5, 2019  |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic<br>Township of London, now in the<br>Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.13 | Title of Plan or Drawing:  | General Notes & Details  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 12 of 14   |
|      | Date of Plan or Drawing:   | March 12, 2019   |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic<br>Township of London, now in the<br>Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.14 | Title of Plan or Drawing:  | Community Mailbox Concrete Pad Specifications  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 13 of 14   |
|      | Date of Plan or Drawing:   | March 12, 2019   |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic<br>Township of London, now in the<br>Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.15 | Title of Plan or Drawing:  | Interior Pavement Marking & Signage Plan   |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |

Clear Skies Phase II  
Subdivision Agreement

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|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | 14 of 14   |
|      | Date of Plan or Drawing:   | March 12, 2019   |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.16 | Title of Plan or Drawing:  | Street Lighting-Photometric Analysis - Part 1  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | K. A. Fleming  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | SL-1   |
|      | Date of Plan or Drawing:   | March 22, 2020   |
|      | Date of Last Revision:     | June 22, 2020  |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.17 | Title of Plan or Drawing:  | Street Lighting-Photometric Analysis – Part 2  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | K. A. Fleming  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | SL-2   |
|      | Date of Plan or Drawing:   | March 22, 2020   |
|      | Date of Last Revision:     | June 22, 2020  |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.18 | Title of Plan or Drawing:  | Internal Street Lighting Layout  |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | SL-3   |
|      | Date of Plan or Drawing:   | March 12, 2019   |

Clear Skies Phase II  
Subdivision Agreement

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|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.19 | Title of Plan or Drawing:  | Internal Street Lighting Notes & Details   |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | C.J. Hendriksen  |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | SL-4   |
|      | Date of Plan or Drawing:   | March 12, 2019   |
|      | Date of Last Revision:     | May 15, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.20 | Title of Plan or Drawing:  | Street Tree Planting Plan – Part 1   |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | Hillary S. Eppel   |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | L-1  |
|      | Date of Plan or Drawing:   | March 19, 2019   |
|      | Date of Last Revision:     | April 16, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |
| 2.21 | Title of Plan or Drawing:  | Street Tree Planting Plan – Part 2   |
|      | For Whom Prepared:         | Clear Skies Phase 2 - Sifton Properties Limited  |
|      | Author of Plan or Drawing; | Stantec  |
|      | Sealed by:                 | Hillary S. Eppel   |
|      | Author's Project No.:      | 1614-13808   |
|      | Drawing or Sheet Number:   | L-2  |
|      | Date of Plan or Drawing:   | March 19, 2019   |
|      | Date of Last Revision:     | April 16, 2020   |
|      | Legal Description;         | Part of Lot 24, Concession 11, geographic Township of London, now in the Municipality of Middlesex Centre, |
|      | County Planning File No.:  | 39T-MC1402   |

To facilitate registration of such Phase II Subdivision Agreement on title to the Phase II Land, photo reduced copies of the Servicing Plans are attached as Schedule "H" to such Phase II Subdivision Agreement; full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours.

### **RELIANCE ON SERVICING PLANS**

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

### **PLANS AND DRAWINGS LISTED IN SCHEDULE "G"**

4. The approval of the plans and drawings listed in the said Schedule "H", together with the general specifications in this Schedule "G", shall in no way be construed as limiting or in any restricting the discretion given to the Municipal Engineer to approve or amend the final materials submitted by the Subdivider for such purposes nor as limiting or restricting the discretion given the Ministry of the Environment, Conservation and Parks or the Conservation Authority with respect to the approvals required of them in connection with the Phase II Works to be constructed, installed, maintained and repaired by the Subdivider in accordance herewith.

### **ROADWAYS**

5. The Subdivider shall construct and install roadways with granular base and asphalt pavement and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality. The width of (gutter lines) or all streets within the Phase II 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.

#### **ILDERTON ROAD WORKS**

6. *Intentionally deleted.*

#### **HYDE PARK ROAD WORKS**

7. *Intentionally deleted.*

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

8. The Subdivider shall provide street signs and traffic signs at every road intersection as shown on the Phase II 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**

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

### **WATERMAINS**

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

### **FIRE HYDRANTS**

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

### **SANITARY SEWERS**

13. The Subdivider shall undertake the Phase II Works necessary, in the opinion of the Municipal Engineer, to provide a sanitary sewer system, including private service connections to each lot as shown on the Phase II Plan, generally as proposed in the Servicing Plans and specifically as required by the Municipal Engineer, all in accordance with the plans and specifications approved by the Municipal Engineer and the Ministry

of Environment, Conservation and Parks. In connection with the sanitary sewer work, the following provisions apply:

- 13.1 The Subdivider shall provide connections for any future sanitary sewers as may be required by the Municipal Engineer.
- 13.2 Accompanying the Interim Certificate shall be a sewer video inspection report and video cassette/disk for all sanitary sewers.
- 13.3 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.

*Intentionally deleted.*

#### **DECOMMISSIONING OF WASTE WATER PUMPING STATION**

- 14. *Intentionally deleted.*

#### **GRADING**

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

#### **ROAD ALLOWANCE LANDSCAPING**

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

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

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

#### **STREET LIGHTING**

- 18. The Subdivider shall construct and install streetlights in accordance with the Municipality's Infrastructure Design Standards, generally as proposed in the Servicing



Clear Skies Phase II  
Subdivision Agreement

Plans including the photometric plan and specifically as required or permitted by the Municipal Engineer.

#### **STORMWATER MANAGEMENT PLAN**

19. The Subdivider shall satisfy the requirements of section 23 of the Phase II Subdivision Agreement.

#### **UTILITIES**

20. The Subdivider shall arrange to have Hydro One, Union Gas, Bell Canada or such other telephone and telecommunication service provider as may be designated by the Municipality the locally authorized TV cable operation and such other utility companies as the Municipality may designate to design and install, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 36 of the Phase II Subdivision Agreement.

#### **WATER SPRINGS**

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

#### **SIDEWALKS**

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

#### **WALKWAY**

23. The Subdivider shall construct and install to the satisfaction of the Municipality a concrete walkway with a minimum width of 6 metres (19.69 feet) along the length of Block 58 as shown on the Phase II Plan. The Subdivider shall install a wood board privacy fence 1.8 metres (6 feet) in height along the boundaries of the above-noted walkways to the satisfaction Municipal Engineer and in accordance with the Municipality's Infrastructure Design Standards. The Subdivider shall also install two pairs of bollards to control access, with one pair located at the westerly limit of Block 58 as shown on the Phase II Plan and with the other pair located at the easterly limit of Block 58 as shown on the Phase II Plan, all to the satisfaction of the Municipal Engineer.

#### **RECREATIONAL TRAIL**

24. *Intentionally deleted.*

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE “H”**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**SERVICING PLAN AND SERVICING CONSTRUCTION PLANS**

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

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "I"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

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

TO: Municipality of Middlesex Centre

FROM: Stantec Consulting Ltd.  
600 - 171 Queens Avenue,  
London, Ontario N6A 5J7

Consulting Engineers to 1960634 Ontario Inc.

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

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

Clear Skies Phase II  
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To design the Phase II Works as described in the Phase II Subdivision Agreement and the Schedules thereto,

To prepare tenders for the construction of any works to be assumed by the Municipality,

To assist 1960634 Ontario Inc. to obtain all necessary approvals for the works in cooperation with the Municipality of Middlesex Centre,

To act as the representative of 1960634 Ontario Inc. in all matters pertaining to the inspection and contract administration of the installation of the works except as directed by 1960634 Ontario Inc. by notice to the Municipality,

To provide full-time on-site inspection of the construction of all Phase II Works ,

To keep the Municipality informed of the general timing of the construction of the works except as otherwise directed by 1960634 Ontario Inc.,

To prepare and maintain detailed records in connection with the construction of the works,

Upon becoming aware of any hazardous materials being encountered as the construction and installation of the Phase 2 Works progresses to forthwith notify the Municipality and the Ministry of Environment, Parks and Conservation Authority in the event that any hazardous materials are encountered, and

To prepare and furnish "Record" drawings of the works as required by the Phase II Subdivision Agreement.

The undersigned agrees that the undersigned will immediately advise the Municipality of Middlesex Centre and its above-mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from 1960634 Ontario Inc.

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

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

Clear Skies Phase II  
Subdivision Agreement

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

Executed the \_\_\_ day of \_\_\_\_\_, 2021

STANTEC CONSULTING LTD.

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

Name:

Title:

I have the authority to bind the corporation

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "J"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

(hereinafter referred to as the "Subdivider")

OF THE FIRST PART

- and -

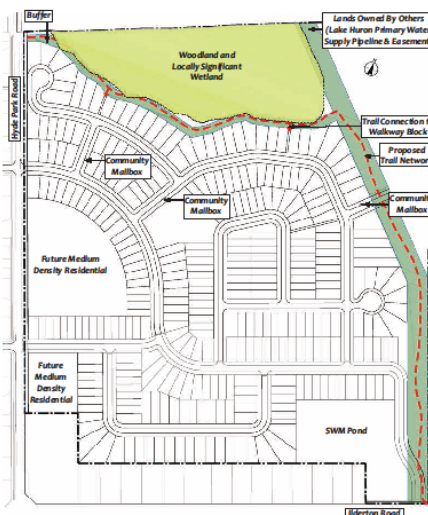
**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

**HOMEOWNERS' PACKAGE**

**Neighbourhood Plan**



Images referenced from: Wikipedia, Flickr, www.laantopart.com, www.mberharding.com, www.uniprot.org, Peabody, The Baltimore Sun, www.phase.com, www.alb.bourbirds.org, Middlesex Centre, and Stantec

**A Homeowner's Guide**

# LITTLE FARM SUBDIVISION

Ilderton, Ontario

Native red maple

**Sifton** **Stantec**

Experience. The Difference.™

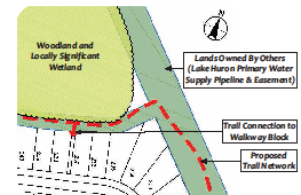
**Welcome Home!**

This brochure will inform you of the natural environment that lies within and around your new property. The first step to living in harmony with a woodland and wetland in an urban setting is to understand what is needed for a healthy forest and robust natural buffer for your enjoyment. You are a key piece of this team, as a resident that is near or beside part of the features which have been preserved and protected.



**Your Backyard**

Residents in the north end of the subdivision live adjacent to or in the vicinity of a wooded area and locally significant wetland. As landowners that back onto this feature, you have been awarded an important care-taking role. Residents are not permitted to remove any of the trees or vegetation from natural areas, or build structures in protected areas in an effort to sustain the forest ecosystem. To obtain a healthy natural buffer to the trail and woodland, it is best to encourage growth of the understory. Residents in the north and east ends of the subdivision live adjacent to or in the vicinity of the Lake Huron Primary Water Supply System's Pipeline and Easement.



# Clear Skies Phase II Subdivision Agreement

## The Facts

In an urban setting, the collective impacts of many neighbourhood residents on a natural environment may lead to ecosystem failure. Being a steward of the environment involves respecting boundaries between living spaces and natural environments. Stewardship of local natural areas reinforces your commitment to preserve and enhance ecological function, and sets a good example for young residents. Many people also derive a great deal of satisfaction from local stewardship activities.



Alderton Hall Trail



Sugar maple



Red-aster dogwood



Joe-pye-weed

## Trails

Random walking and bike trails can degrade the forest health by trampling ground and understorey layers, and compacting soil. Trampling reduces the capacity for the forest to naturally regenerate, and disturbs inhabiting wildlife. The ground and understorey layers are needed for a natural forest privacy screen.

### What can you do?

Use only the existing marked walking trails and encourage children to use the skate park at Heritage Park for bike riding rather than using the forest trails. Keep dogs on leashes while walking them on public trails.



Heritage Park, Alderton



Heritage Park, Alderton

## Yard Waste

The trees drop leaves and branches naturally to generate sufficient nutrient cycling for a healthy forest without our added plants and grass clippings. Dumping yard and garden waste can place stress on the woodland. Cumulative dumped material negatively impacts the forest ecology in the following ways:

- *Decomposing yard waste smothers the natural vegetative groundcover and may limit oxygen to nearby tree roots;*
- *New seedling establishment may be restricted in areas of heavy dumping;*
- *Invasive and non-native plants are introduced and may take over natural areas.*

### What can you do?

Compost yard waste materials for re-use in landscaped portions of your property, bag and leave at the curb on yard waste collection days, or drop off compost at designated depots. This approach will be much more beneficial for a healthy forest community and natural buffer.



Red-headed woodpecker



Leopard frog



Eastern cottontail

## Property Limits

The properties are sufficiently deep to allow for back yard enjoyment. There is no need to attempt to extend the active use area into the retained wooded area. Encroachment will destroy habitat, disturb wildlife, affect diversity, and reduce the visual screen to uses beyond. The areas north of these lots are regulated by the Conservation Authority and any destruction or alteration to this habitat may result in a violation under the

Conservation Authorities Act or the Municipal Tree By-law enforced by the Municipal Woodlands Enforcement Officer.

### What can you do?

Respect marked limits between rear lot lines and the natural buffer, while keeping all gardens, lawns, and structures inside the active use area of the yard.

## Landscaping

Native woodland wildflowers are difficult to establish in backyard gardens with different soil types and sun exposure. Leave these plants and flowers in the woodland to contribute to forest diversity. Cutting and trimming trees and shrubs can destroy habitat and damage the health of the plant.

### What can you do?

Select appropriate native species from a garden centre or seed supply company. Plant large areas of native garden beds and avoid using chemical pesticides, herbicides, and fertilizers. Keeping your cat inside the house.

## Stormwater Management

Within Little Farm Subdivision, the project Engineers have capitalized on nature's ability to manage water, allowing as much water as possible to infiltrate back into the soil. Water from your roof is collected from the eaves troughs and directed to the rear yard where it is slowly infiltrated, replenishing the groundwater. Rainwater that does not seep into the ground runs off into the woodland or into the street at the front of your property. Runoff on the street is collected by storm sewers and directed to a stormwater management pond including any debris, sediments or pollutants picked up from the roadway.

Stormwater management ponds are designed to temporarily retain runoff, allowing sediment and other materials to settle to the bottom of the pond, while surface water is slowly released into local streams and wetlands.

### What can you do?

Respect the naturalized, vegetated buffer at the rear of your property. Keep your neighbourhood streets and sidewalks clean by 'stooping and scooping' when walking your family pet. Don't dump hazardous waste down street drains or within the woodland.

## Wildlife

It is illegal to keep wild animals, including injured ones, in captivity without a permit. It is best to leave injured animals alone or seek assistance from qualified experts.

### What can you do?

Some additional information is available on the Living with Wildlife page of the Ministry of Natural Resources website and the Salthaven Wildlife Rehabilitation & Education Centre Website.

Resources websites:

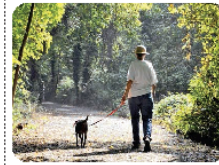
- <https://www.ontario.ca/page/wildlife-and-nature>
- <http://www.salthaven.org/home>

## Pets

Domestic cats and dogs are hunters. When a neighbourhood pet runs off leash, they can disturb ground nesting birds and small mammals, compromising the succession of these species. Cats have a particularly detrimental impact on wildlife.

### What can you do?

Keep your pets on a leash and under control at all times. Consider keeping your cat inside the house.



Dogs should be kept on leashes



Yellow birch leaves

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "K"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

Letter of Credit No.

To: Municipality of Middlesex Centre

Pursuant to the request of our customer, 1960634 Ontario Inc., the \_\_\_\_\_ Bank, at \_\_\_\_\_ Street in London hereby establishes in your favour an irrevocable letter of credit for any sum or sums not exceeding total of \_\_\_\_\_ which may be drawn on at sight by you in whole or in part at any time and from time to time by written demand for payment at the branch named above which demand we shall honour without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our said customer.

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

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



Clear Skies Phase II  
Subdivision Agreement

(b) that the monies demanded pursuant to the Letter of Credit have been expended

in respect to the whole or some of our customer's obligations under the Phase II Subdivision Agreement between our customer and you dated the \_\_\_\_ day of February, 2021 and registered as instrument no. \_\_\_\_\_, as amended from time to time.

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

This Letter of Credit will continue up to and including the 28th<sup>t</sup> day of February 2022 subject to the condition hereinafter set forth.

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

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

DATED at London, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "L"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**INTERIM CERTIFICATE OF COMPLETION OF WORKS**

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the following services (hereinafter referred to as the "**Completed Services**") were constructed and installed in substantial conformance with the approved plans and specifications and in accordance with the Subdivision Agreement (hereinafter referred to as the "**Phase II Subdivision Agreement**") dated the \_\_\_\_ day of February, 2021 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021:

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

Clear Skies Phase II  
Subdivision Agreement

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

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

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

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

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

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

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

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

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

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

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

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

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE "M"**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**CERTIFICATE OF COMPLETION OF WORKS**

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the construction and installation of the Phase II Works was carried out in substantial conformance with the approved plans and specifications for the Phase II Works as required by the Phase II Subdivision Agreement dated the \_\_\_\_ day of February, 2021 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021 have been completed; and I hereby certify that all such services have been:

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

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

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

Clear Skies Phase II  
Subdivision Agreement

**SCHEDULE “N”**

to

THE SUBDIVISION AGREEMENT made the \_\_\_\_\_ day of February 2021.

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

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

OF THE FIRST PART

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

OF THE SECOND PART

**ASSET INVENTORY**

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