

THIS VACANT LAND CONDOMINIUM 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 “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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(Not part of the Agreement)

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OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

- (a) The Developer is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Land**”) of will be the owner of the Land prior to the registration of this Agreement upon title to the Land;
- (b) The Developer wishes to develop the Land by means of a vacant land condominium and has made application to The Corporation of the County of Middlesex (hereinafter referred to as the “**County**”) therefor and has obtained an exemption from the Municipality and the County of Middlesex;
- (c) On September 23, 2020 the County of Middlesex supported a request for an exemption from the condominium approval process as set out in sections 9(6) and 9(10) of the *Condominium Act* for the lands legally described as Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London, Municipality of Middlesex Centre;
- (d) The Developer proposes to develop the Land in accordance with a vacant land condominium plan (hereinafter referred to as the “**Condominium Plan**”) prepared by Archibald, Gray & McKay Ltd. in the form of the photographic reduction thereof attached as Schedule “B” hereto into 26 vacant land condominium units for 26 dwellings and common elements as shown on the Condominium Plan; and
- (e) The Developer now wishes to develop 26 townhome vacant land condominium units and associated common elements as shown on the Condominium Plan;
- (f) The Municipality has confirmed that all of the appropriate and necessary services are “in place” meaning that the infrastructure exists and is operational

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

- (g) The Municipality, as a condition of its recommendation to the County that final approval be given to the Condominium Plan, has required that this Agreement be entered into as contemplated by subsection 51(26) of the *Planning Act* and section 9 of the *Condominium Act, 1998*, which requires, amongst other things,
 - (i) that the Developer provide the works (hereinafter referred to as the **"Site Development Works"**) described in Schedule "C" attached hereto,
 - (ii) the provision and maintenance of the facilities and works (hereinafter referred to as the **"On-Site Facilities"**) described in Schedule "D" hereto,

and that the Site Development Works and the On-Site Facilities be completed to the satisfaction of the Municipality and at the sole risk and expense of the owner of the Land from time to time;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the recommendation by the Municipality to the County that final approval be given to the Condominium Plan, and in consideration of other good and valuable consideration, the receipt and sufficiency of which consideration is irrevocably acknowledged by each of the Developer and the Municipality, the Developer and the Municipality hereby covenant and agree as follows:

PHOTO REDUCED SCHEDULE ATTACHMENTS

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

be removed by the Land Registrar may be removed from the registered copy of this Agreement.

DEVELOPER'S TITLE

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

REGISTRATION OF AGREEMENT

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

OTHERS WITH TITLE INTERESTS

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

CLEAR SKIES' AGREEMENTS

5. The Parties understand and agree that the following provisions apply with respect to the Clear Skies Agreements as described in Part 1 of Schedule "G":
 - 5.1 The Clear Skies Site Alteration Agreement continues to apply to the Land;
 - 5.2 The Developer's obligations under this Agreement are in addition to the obligations of the Clear Skies Agreements;
 - 5.3 The Developer, and the Developer's successors and assigns, as owners and occupiers of the Land, shall be jointly and severally liable with all persons who are responsible for performing the matters and things required pursuant to the Clear Skies Agreements.
 - 5.4 In the event of a conflict between the obligations of this Agreement and of the Clear Skies Agreements, the Municipal Engineer shall resolve the conflict and his

decision shall be final and binding as between the Developer and the Municipality.

POSTPONEMENT BY ENCUMBRANCERS

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

LEGAL OPINIONS REQUIRED

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

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

SITE DEVELOPMENT WORKS

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

ON-SITE FACILITIES

9. The Developer shall provide and maintain or cause to be provided and maintained the On-Site Facilities and such On-Site Facilities shall be provided and maintained at all times by the owner from time to time of the Land, at such owner's sole risk and expense and to the satisfaction of the Municipality; and in default thereof, in addition to any

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other remedies which may be available to the Municipality, the provisions of section 446 of the *Municipal Act, 2001* shall apply for the purposes of securing rectification of the default, including adding the costs to the tax roll and collecting them in the same manner as property taxes.

ON-SITE FACILITIES PRIVATE NOT MUNICIPAL RESPONSIBILITY

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

10.1 As set out in section 79 below, this Agreement is binding upon the Developer and upon its successors and assigns, as owners and occupiers of the Land and, for the purposes of this Agreement, from and after registration of a Condominium Plan on all or any part of the Land, under the *Condominium Act, 1998*, as may be amended or substituted from time to time, “successors and assigns, as owners and occupiers of the Land” shall mean unit owners, as successor owners and occupiers of the Land by virtue of their ownership of unit(s), together with their appurtenant undivided interest as tenants in common of the common elements shown on the Condominium Plan and the Condominium Corporation created by the registration of the Condominium Plan, which corporation has responsibility for management of the property and the assets of the condominium corporation on behalf of unit owners, including the common elements.

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

10.3 The *Condominium Act, 1998* provides that upon registration of a Condominium Plan each condominium unit, together with its appurtenant common interest, constitutes a parcel for the purpose of municipal assessment and taxation; and, in the event that the Municipality, for the purposes of securing rectification of the default, adds the costs of enforcement to the tax roll for collection as real property taxes as contemplated in Section 9 above, such costs shall be assessed to the unit owners in the same proportion as their unit interest as described in the Declaration registered with the Condominium Plan.

MUNICIPAL ENGINEER

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

DEVELOPER'S ENGINEERS

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

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

SUBMISSION FOR APPROVAL

13. The Developer shall, as soon as practicable, submit for the approval of the Municipal Engineer, detailed engineering plans for, specifications for, contracts in respect of and

an estimate of the scheduling and of the cost of the Site Development Works, with the Developer's Engineer's professional stamp affixed thereto.

GRADING PLAN

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

CONSTRUCTION WORK PLAN

15. The Developer shall submit for the approval of the Municipal Engineer with the plans, specifications, contracts, scheduling and cost estimates for the Site Development Works, as aforementioned, a construction work plan (hereinafter referred to as the "**Construction Work Plan**") with the following:
 - 15.1 A map showing the haul road or road for construction traffic required by section 28 and the location of signage identifying the construction haul road and signage prohibiting construction traffic;
 - 15.2 A map showing the location of the vacant land condominium sign required by section 22;
 - 15.3 Confirmation of municipal protocols for the scheduling of inspections for the Site Development Works per the following:
 - All municipal inspections are to be scheduled with a minimum 10 working days' notice in advance of the date of inspection;
 - Municipal inspections relating to final acceptance of the Site Development Works as contemplated by this Agreement will not be scheduled during the period extending from February 15th to April 15th.
 - 15.4 A Surface Features Plan certified by the Developer's Engineers illustrating the location of:
 - Sidewalks;
 - Fire hydrants;

- Street and traffic signage for the common element private road;
- Street-lighting for the common element private road;
- Hydro transformers and communications pedestals;
- Emergency access designated to the satisfaction of the Municipality; and
- Community mailboxes.

15.5 A sediment and erosion control plan;

15.6 A street cleaning schedule for the common element private road and for Municipal road allowances affected by the Site Development Works;

15.7 Communication protocols, including the names and telephone numbers, including after-hours telephone numbers for the persons responsible for responding to questions or complaints about the installation, construction operation and maintenance of the Site Development Works; and

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

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

APPROVAL BY MUNICIPAL ENGINEER

16. The plans, specifications, contracts, scheduling and cost estimates referred to in section 6 above and the Grading Plan and the Construction Work Plan shall be considered amended, if necessary, with the concurrence of the Developer and the Developer's Engineers, and approved as amended by the Municipal Engineer; provided however, such approval shall not relieve the Developer of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates or the Grading Plan or the Construction Work Plan.

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

17. In addition to the approval of the Municipal Engineer as required by section 16, all such plans, scheduling, specifications, including and particularly those detailing the supply of potable water to and the handling of waste water and stormwater from the Land, erosion and sediment control during construction, and the Grading Plan shall be

considered, amended if necessary and approved as amended by the Ministry of the Environment, Conservation and Parks (the “**MECP**”), if required.

ADDITIONAL APPROVAL BY CONSERVATION AUTHORITY

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

STORMWATER MANAGEMENT PLAN

19. The Developer shall submit a detailed stormwater management brief to be reviewed and accepted by the Conservation Authority and approved by the MECP and by the Municipal Engineer. The stormwater management brief shall confirm consistency with the existing approved stormwater management design and Environmental Compliance Approval and any proposed plans if on-site controls are required and shall be based upon the following documents and drawing:

- 19.1 The 2015 DAR;
- 19.2 Little Property Subdivision Phase 1 Final SWM Report dated March 24, 2016 by Stantec Consulting Ltd. For Sifton Properties Limited;
- 19.3 Little Property Subdivision SWM Operations and Maintenance Manual dated March 29, 2016 by Stantec Consulting Ltd. for Sifton Properties Limited;
- 19.4 Letter dated February 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; and
- 19.5 Strik Baldinelli Moniz Ltd., Site Grading and Storm Management Plan, drawing C4, dated September 17, 2020.

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

HOMEOWNER INFORMATION PACKAGE

20. The Developer shall provide a homeowner information package describing the On-Site Facilities and indicating the responsibilities of the condominium corporation and of the unit owners, not the Municipality, to maintain, repair and replace same as required from time to time. The homeowner information package shall be in substantially the form attached as Schedule "L" to this Agreement and the Developer shall provide a copy of such information package to every person who makes an offer to purchase any unit as shown on the Condominium Plan before such person is bound by an agreement to purchase such unit.

ENVIRONMENTAL PROTECTION MEASURES

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

SIGN OF CONDOMINIUM PLAN

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

AUTHORIZATION TO PROCEED WITH CONSTRUCTION

23. Unless authorized by written agreement, no construction or installation of the Site Development Works shall commence nor shall the Developer cause or permit any grading of the Land unless and until the Municipal Engineer has issued an Authorization to Proceed with Construction as contemplated by this section 23. The Parties acknowledge that there is a written agreement (hereinafter referred to as the "**Site Alteration Agreement**") dated October 29, 2020 and registered in the Land Office on October 30, 2020 as Instrument ER1333196 between the Parties, 1960634 Ontario Inc. and the Municipality under which the Developer may, at its sole risk and expense, commence site alteration and servicing works to facilitate development of the Land; and the Parties agree that the issuance of an Authorization to Proceed with Construction under this Agreement will represent the "Development Approvals", as defined in the Site Alteration Agreement, applicable to the Land. The Municipal Engineer shall not

issue an Authorization to Proceed with Construction as contemplated by this section 23 until:

- 23.1 after the written approval of the Municipal Engineer, and the approval of the MECP, if required, and of the Conservation Authority, if required, have been given with respect to all of the Site Development Works as contemplated by sections 14 to 19;
- 23.2 the solicitor's opinion required by section 7 above has been delivered to the Clerk;
- 23.3 a certificate of insurance as required in accordance with section 37 has been given to the Clerk;
- 23.4 the Letter of Credit as required in accordance with section 34 of this Agreement has been furnished to the Clerk; and
- 23.5 the Developer has paid all funds required by this Agreement to the Municipality, such as amounts on account of the Municipality's costs for land use planning, engineering, surveying and legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with the Condominium Plan as described in section 64 and section 66 below;

but once all of the above matters have been satisfied to the satisfaction of the Municipality, the Municipal Engineer shall issue an "Authorization to Commence Work" upon receipt of the "Authorization to Commence Work" the Developer shall complete rough grading of the Land or cause the Land to be rough graded in accordance with the Grading Plan submitted and approved, as aforesaid, with such variations as the Municipal Engineer may permit on such terms and conditions as the Municipality may see fit to impose, acting reasonably, and the Developer shall cause or continue to cause to be constructed and installed the Site Development Works on a continuous basis and as quickly as possible and shall complete the Site Development Works to the stage of the issuance by the Municipal Engineer of the Certificate of Acceptance, as contemplated by section 42, within one (1) year of receipt of the Authorization to Commence Work. The Developer may at any time and from time to time seek an extension or extensions of such one (1) year period in respect of all or any part or parts of the Site Development Works and the Municipal Engineer may grant any such request on such terms and conditions as the Municipal Engineer may see fit to impose, acting reasonably. Such a request for an extension shall be accompanied by a justification prepared by the Developer's Engineers supporting the request and describing the technical basis for the extension request and also specify the length of the extension proposed.

INSPECTION AND CONTRACT ADMINISTRATION OF CONSTRUCTION

24. The construction and installation of the Site Development Works shall be carried out under the full-time inspection and contract administration of the Developer's Engineers, subject to the rights of the Municipality and of the Municipal Engineer under this Agreement, particularly, without limiting the generality of the foregoing section 46 (Inspections) and section 47 (Orders); provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall not relieve the Developer of responsibilities for any negligence or any errors or omissions or from the Developer's obligation to construct, install and maintain the Site Development Works in a good workmanlike and complete manner and in accordance with this Agreement.

STANDARD OF WORK AND VARIATIONS

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

GENERAL MAINTENANCE

26. Until final acceptance of the Site Development Works, as contemplated by section 43 of this Agreement, the Developer shall maintain or cause to be maintained all of the Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of roads within the Land to the standards required of the Municipality under the *Municipal Act, 2001*, as well as all other applicable laws.

MAINTENANCE OF DRAINS

27. During the installation and construction of the Site Development Works and until final acceptance of the Site Development Works, as contemplated by section 43 of this Agreement, the Developer shall maintain in working operation and repair all drains in use on the Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Site Development Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Site Development Works.

HAUL ROADS

28. Until final acceptance of the Site Development Works, as contemplated by section 43 of this Agreement, the Developer shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Site Development Works or related building construction along such streets as are specified by the Municipal Engineer or, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Developer. Construction activities shall minimize or eliminate danger of damage or inconvenience to vehicles using Hyde Park Road at all times.

INSTALLATION OF UTILITIES

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

UTILITIES EASEMENTS

30. The Developer shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipal Engineer for such purposes. The conveyance of easements as required by this section 30 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 39, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario in the form of Schedule "I" attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

UTILITIES CO-ORDINATION

31. The Developer shall co-operate with Bell Canada, Hydro One, Union Gas, the local TV cable operator and such other utility companies as the Municipality may designate, so that the Site Development Works shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the Land. The Developer agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of the Site Development Works and, in this connection, the Developer shall adjust all road grades, the grade of any affected

water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer until the Municipality has accepted the Site Development Works, as contemplated by section 43 of this Agreement.

CANADA POST COMMUNITY MAILBOXES

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

DEVELOPMENT CHARGES

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

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

LETTER OF CREDIT

34. 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 23 of this Agreement, the Developer shall lodge with the Clerk a Letter of Credit from a chartered bank in substantially the form set out in Schedule "M" attached hereto, or such other security satisfactory to the Municipality, guaranteeing payment of at least an amount which is equal to 100% of the estimated cost of the Site Development Works as approved, as aforesaid. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Site Development Works or TWENTY-FIVE THOUSAND, (\$25,000.⁰⁰) DOLLARS, whichever is greater.

SECURITY FOR ALL DEVELOPER'S OBLIGATIONS

35. The security provided by the Developer as required by section 34 shall be for the purpose of securing performance of all of the obligations of the Developer under this Agreement including, without limiting the generality of the forgoing, payment of money payable by the Developer to the Municipality in accordance with section 41 and section 64 of this Agreement.

PARTIAL RELEASE OF SECURITY

36. So long as the Developer is not in default under this Agreement, the amount of the Letter of Credit may be reduced from time to time to an amount which, in the opinion of

the Municipal Engineer, is adequate to secure the faithful performance of the remaining obligations of the Developer hereunder; provided that no reduction in the Letter of Credit shall be made until there is first filed with the Municipal Engineer:

- 36.1 An interim completion certificate ("ICC"), following substantially the form set out in Schedule "N"; issued by the Developer's Engineers as to the part of the Site Development Works that have been installed, constructed and completed to the date of the interim completion certificate and as to the value of the part of the Site Development Works completed, and
- 36.2 an estimate by the Developer's Engineers of the cost which, in such engineer's opinion, is required to complete the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement.

After such interim completion certificate and estimate has been reviewed by the Municipal Engineer, the Municipality may release such part of the security held under this Agreement as is no longer required retaining such security as is, in the opinion of the Municipal Engineer, needed to secure completion of the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement; and the Parties agree that, when deciding upon the amount of security to be retained to secure completion of the uncompleted part of the Site Development Works, as well as the faithful performance of all other obligations of the Developer under this Agreement, the Municipal Engineer shall take into account his estimate of the cost of enforcing compliance with this Agreement and of realizing upon the security provided for this Agreement, including legal and engineering costs and the cost of the Municipality's procurement policies and practice and that the amount of the Letter of Credit shall not at any time be less than Ten (10%) Percent of the value of the Site Development Works or TWENTY-FIVE THOUSAND, (\$25,000.⁰⁰) DOLLARS, whichever is greater, until the Municipality has finally accepted the Site Development Works, as contemplated by section 43 of this Agreement.

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

INSURANCE


- 37. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 43 of this Agreement, the Developer shall maintain in force and effect insurance which satisfies the following:
 - 37.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Site Development Works to be

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performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contract;

- 37.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
- 37.3 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;
- 37.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Developer as if the Municipality was separately insured;
- 37.5 such insurance shall provide coverage which shall continue until the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 43 of this Agreement;
- 37.6 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;
- 37.7 such insurance will be with insurers that are, from time to time, acceptable to the Municipality; and
- 37.8 such insurance shall otherwise be in form satisfactory that is, from time to time, acceptable to the Municipality.

Forthwith upon the Municipality's approval of the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, the Developer shall provide the Municipality with evidence of the insurance to be provided as required by this section 37 in the form of a certificate or certificates of insurance issued by an authorized agent of the insurer on the face of which certificate(s) shall be the following endorsement:

The insurance evidenced by this certificate satisfies the insurance requirements of the vacant land condominium Agreement dated , 2021 between the Municipality of Middlesex Centre and 1960634 Ontario Inc.

The Developer shall also provide, from time to time at the request of the Municipality, evidence that such insurance continues in force and effect in the form of updated certificates of insurance. Also, at the request of the Municipality, the Developer shall deliver to the Municipality copies of the insurance policy or policies for the insurance coverage required by this section 37.

INDEMNITY

38. Until the Municipality has been finally accepted the Site Development Works, as contemplated by section 43 of this Agreement, the Developer shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all losses, damages, expenses, actions, causes of actions, suits, claims, demands or administrative orders whatsoever which may arise, either directly or indirectly, by reason of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contracts; and the insurance coverage policy required by section 37, shall not be construed as relieving the Developer from responsibility for indemnity of the Municipality and its agents, employees, contractors, and subcontractors, for liability not covered by such insurance or in excess of the policy limits of such insurance.

INTERIM COMPLETION CERTIFICATE ("ICC")

39. Upon completion of:
- 39.1 the underground services to be constructed and installed as part of the Site Development Works;
 - 39.2 all street signage has been provided to the satisfaction of the Municipal Engineer;
 - 39.3 subject to section 40, all utilities required by section 29;
 - 39.4 subject to section 40, all street lights such that they are fully operational; and
 - 39.5 a full depth granular B road base suitable for emergency vehicle access on all common element private street to be constructed as part of the Site Development Works;

Provided that the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of the items set out above in sections 39.1 to 39.5, inclusive above, and the location and acceptability of the items shown on the Surface Features Plan, the Municipal Engineer shall issue an Interim Certificate of Provisional Acceptance ("**ICPA**") with respect to the Site Development Works.

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

- 39.6 a certification in substantially the form set out in Schedule "N";
- 39.7 a solicitor's opinion as to utilities' easements as required by section 30 and as required for Canada Post by section 32;

- 39.8 a video camera inspection of all private storm and sanitary sewers accompanied by a written report from the inspection company;
- 39.9 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 39.10 a report identifying any deficiencies in the Site Development Works and how such deficiencies are to be addressed; and
- 39.11 an updated Surface Features Plan certified by the Developer's Engineers as required by section 15.4, showing the location of
 - 39.11.1 Sidewalks;
 - 39.11.2 Fire hydrants;
 - 39.11.3 Street and traffic signage for the common element private road;
 - 39.11.4 Street-lighting for the common element private road;
 - 39.11.5 Hydro transformers and communications pedestals
 - 39.11.6 Emergency access areas designated to the satisfaction of the Municipality; and
 - 39.11.7 Community mail boxes.

The Developer may submit to the Municipal Engineer an Interim Completion Certificate and upon such submissions may apply for a partial release of security in accordance with section 36.

ARRANGEMENTS FOR UTILITY INSTALLATION

- 40. Notwithstanding the requirement of section 39 that the utilities referred to in section 29 are to be completed and that street lights are to be fully operational before the Developer may submit to the Municipal Engineer an Interim Completion Certificate, if some or all of such utilities have not been completely constructed and installed and if some or all of the required street lighting is not fully operational, the Developer may submit an Interim Completion Certificate accompanied by executed contracts or other evidence that the all required utilities and street lighting have been scheduled for installation as well as a solicitor's opinion as to utilities' easements as required by section 29. If the Municipal Engineer is satisfied that utilities and street lighting not then completed will be installed and completed prior to the occupancy of any units, the Municipal Engineer may issue an Interim Certificate of Provisional Acceptance.

WINTER MAINTENANCE OF COMMON ELEMENT STREETS

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

COMPLETION CERTIFICATE OF SITE DEVELOPMENT WORKS

42. Upon the completion of all of the Site Development Works and of all utilities to be constructed and installed as required by section 29, the Developer may submit to the Municipal Engineer a Certificate of Completion for the Site Development Works and may apply for a partial release of security in accordance with section 36.

The Completion Certificate shall include:

- 42.1 A Completion Certificate for the Site Development Works issued by the Developer's Engineers in substantially the form set out in Schedule "O", certifying that the Site Development Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
 - 42.1.1 except for a final course of asphalt and final restoration of curbs and curb cuts on private common element streets;
 - 42.1.2 except for the operation for at least one year of management of stormwater facilities as required by section 19 of this Agreement;
 - 42.1.3 except for those Site Development Works that may be included within an agreement made by the Developer in favour of the Municipality which complies with section 158 of the *Condominium Act, 1998*, as amended, (hereinafter referred to as the "**Section 158 Agreement**"); and
 - 42.1.4 except landscaping, plantings and grading of the Land, including the provision of a Final Grading Certificate, contemplated by section 42.7 below.
- 42.2 A Section 158 Agreement which ensures the installation and completion of all of the Site Development Works including but not limited to any underground servicing works; and the following shall apply:
 - 42.2.1 The Section 158 Agreement shall provide that, until all dwellings have been completed on all of the units as shown on the Condominium Plan, the Developer shall maintain, repair and replace the private common element streets to the satisfaction of the Municipal Engineer; and that, after all such dwellings have been completed, the Developer shall complete the installation and construction of the private common

element streets, including asphalt repair, correcting any settlement, applying a final course of asphalt, restoring curbs and making final adjustments to and parging of manholes and catchbasins such that all is in good order and repair, in accordance with the approved plans and specifications and otherwise in accordance with this Agreement and to the satisfaction of the Municipal Engineer.

42.2.2 The Section 158 Agreement shall require that the Developer continue to adhere to the Stormwater Management Plan as indicated in Section 19 of this Agreement and in the Clear Skies Phase 2 Subdivision Agreement dated February 2021.

42.2.3 The Section 158 Agreement shall require that the Developer complete landscaping, plantings and grading of the Land in accordance with the plans and specifications approved in accordance with this Agreement and otherwise to the satisfaction of the Municipal Engineer until after all dwellings have been completed on all of the units as shown on the Condominium Plan, and in this connection the Parties agree that the delivery of a Final Grading Certificate contemplated by section 42.7 may be deferred until all such dwellings have been completed on all of the units as shown on the Condominium Plan.

42.2.4 The Section 158 Agreement shall require that the Developer complete the installation of utilities and street lighting, if any such utilities or street lighting is not yet completed, provided that all utilities and street lighting shall be installed and completed to the satisfaction of the Municipal Engineer pursuant to section 40 above.

42.2.5 The Section 158 Agreement shall provide that the following shall continue to apply *mutatis mutandis*:

42.2.5.1 Section 22 (Sign of Condominium Plan);

42.2.5.2 Section 24 (Inspection of Construction);

42.2.5.3 Section 25 (Standard of Work and Variations);

42.2.5.4 Section 26 (General Maintenance);

42.2.5.5 Section 27 (Maintenance of Drains);

42.2.5.6 Section 28 (Haul Roads);

42.2.5.7 Section 31 (Utilities Coordination);

42.2.5.8 Section 34 (Letter of Credit) adjusted to provide that the Letter of Credit is required to be amended to reference

and stand as security for the obligations arising under both this Agreement and the Section 158 Agreement;

- 42.2.5.9 Section 35 (Security for All Obligations);
- 42.2.5.10 Section 37 (Insurance) adjusted to provide an amended Insurance Certificate is required which confirms coverage applies to the obligations arising under both this Agreement and the Section 158 Agreement;
- 42.2.5.11 Section 38 (Indemnity);
- 42.2.5.12 Section 40 (Utility and Street Light Installation)
- 42.2.5.13 Section 42 (Completion Certificate) adjusted to apply to the exceptions referred to in section 42.1;
- 42.2.5.14 Section 43 (Release of Condominium Registration) adjusted to reflect the exceptions referred to in section 42.1;
- 42.2.5.15 Section 45 (Construction Lien);
- 42.2.5.16 Section 46 (Right of Inspection);
- 42.2.5.17 Section 47 (Municipal Engineer Orders)
- 42.2.5.18 Section 48 (Remedies);
- 42.2.5.19 Section 49 (Court Action);
- 42.2.5.20 Section 51 (Realizing on Security)
- 42.2.5.21 Section 52 (Call on Letter of Credit);
- 42.2.5.22 Section 53 (Replacement of Letter of Credit)
- 42.2.5.23 Section 64 (Municipal Costs);
- 42.2.5.24 Section 65 (Complaint Procedure);
- 42.2.5.25 Section 67 (Right to Contest Municipality's Costs);
- 42.2.5.26 Section 68 (Conflict of Requirements);
- 42.2.5.27 Section 69 (Expense of Developer);
- 42.2.5.28 Section 70 (Interest and Liens)

- 42.2.5.29 Section 71 (Estoppel);
- 42.2.5.30 Section 73 (Time of Essence);
- 42.2.5.31 Section 74 (Giving of Notice);
- 42.2.5.32 Section 75 (Assignment);
- 42.2.5.33 Section 76 (Severability);
- 42.2.5.34 Section 77 (Number and Gender); and
- 42.2.5.35 Section 78 (Interpretation).

42.2.6 The Section 158 Agreement shall require that the Developer post a letter of credit security to ensure completion of all that is required of the Developer by the Section 158 Agreement.

42.2.7 The Section 158 Agreement shall require that, not later than ten (10) days after the registration of the Declaration and Description under the *Condominium Act, 1998*, as amended, the Developer shall give notice to the MECP,

- 42.2.7.1 advising of the date of registration of the Declaration and Description for the vacant land condominium,
- 42.2.7.2 offering to register the private common element water supply infrastructure as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act* and associated regulations, and,
- 42.2.7.3 giving the notice contemplated by subsection 10.1(1) of O.Reg. 170/03 with respect to such private common element water supply infrastructure in the event the MECP determines that the *Safe Drinking Water Act* and associated regulations apply to such water supply infrastructure,

and shall provide to the Municipality confirmation that the notice has been sent, along with a copy of the notice.

42.2.8 The Section 158 Agreement shall require that the Developer make such amendments to the Declaration as are necessary in the opinion of the Municipal Solicitor to satisfy the requirements of clause 158(1)(b)(iii) of the *Condominium Act, 1998*, as amended.

- 42.2.9 The Section 158 Agreement shall be in form and substance satisfactory to the Municipality and be executed by the Parties and registered on the title to the Land in priority to all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer except for the Municipality and those listed in Part 1 of Schedule "G" to this Agreement.
- 42.3 A certificate issued by the Developer's Engineers that all Site Development Works storm and sanitary sewers have been flushed and cleaned;
- 42.4 A certificate issued by the Developer's Engineers that all Site Development Works water valves, curb stops, and hydrants have been inspected for operation;
- 42.5 A Statutory Declaration of an authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Site Development Works have been paid and that there are no outstanding claims relating thereto;
- 42.6 A certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Condominium Plan at a date not earlier than thirty (30) days before the submission to the Municipality for the Completion Certificate;
- 42.7 A Final Grading Certificate issued by the Developer's Engineers for each unit and common element block on the Condominium Plan certifying that the grading and drainage for each unit and common element block are in accordance with the approved Grading Plan; provided that, in the case of units and common element blocks on the Condominium Plan for which grading certificates have been issued in accordance with clause 55.10 below, such grading certificates will be sufficient to satisfy the requirements of this clause 42.7 with respect to the units and common element blocks to which they apply;
- 42.8 Drawings showing the Site Development Works "as built" in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 42.9 Two (2) sets of full-sized drawings showing the Site Development Works "as built";
- 42.10 A computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in the following format:
- An AutoCAD file, RELEASE 14 or 2000, in DWG or DXF format. The file should only contain linework of the boundaries of units and common element blocks as well as unit numbers and private street

names. No other information should be contained in the file. The linework must consist of closed polygons for each unit or common element block on the Condominium Plan. The file must be delivered in digital format in a manner acceptable to the Municipal Engineer.

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

- 42.11 So long as the Developer is not in default under this Agreement, once the Municipal Engineer has confirmed, to the satisfaction of the Municipal Engineer, completion of all of the Site Development Works, except those referred to in sections 42.1.1, 42.1.2, 42.1.3 and 42.1.4 above, and of all utilities to be constructed and installed as required by section 29, the Municipal Engineer shall issue a Certificate of Acceptance with respect to the Site Development Works and such security as is then retained by the Municipality shall be released to the Developer, except that required to secure the Developer's obligations under the Section 158 Agreement.

RELEASE OF CONDOMINIUM REGISTRATION

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

REGISTRATION OF CONDOMINIUM PLAN

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

CONSTRUCTION LIEN

45. The Developer shall pay promptly those employed in the construction, installation, maintenance and repair of the Site Development Works, but shall hold back such sums

as are required to be held back by the *Construction Act* and the Developer shall indemnify the Municipality against any losses, claims, actions or demands for Construction Liens or otherwise in connection with the Site Development Works; and, on demand by the Municipality, the Developer shall forthwith discharge any such lien or any certificate of action which may be registered against either or both of the Site Development Works or the Land.

RIGHT OF INSPECTION

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

MUNICIPAL ENGINEER ORDERS

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

REMEDIES

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

provided that the Municipality shall give at least five (5) days prior notice, except in cases of the Site Development Works not functioning or not functioning properly, such that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Land by the Municipality or the doing of anything by the Municipality as authorized by this section 48 shall be as agent for the owner of the Land; and the Developer covenants and agrees for itself for subsequent owners of the Land and that neither it nor they nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 48 by the Municipality.

COURT ACTION

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

BUILDING PERMIT REMEDY

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

REALIZING SECURITY

51. In addition to any other remedy which the Municipality may have against the Developer for breach of or default under this Agreement, after first giving five (5) days' notice of such breach or default to the Developer, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Municipality from the Developer under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Developer upon final acceptance of the Site Development Works as contemplated by section 43 of this Agreement; but, if there is a deficiency, the same shall be recoverable in full from the Developer forthwith upon demand.

CALL ON LETTER OF CREDIT

52. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 34 hereof will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand

that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Developer's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Developer.

REPLACEMENT OF LETTER OF CREDIT

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

UNIT GRADES

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

DEVELOPMENT CONTROL FOR DWELLINGS

55. As a condition of the development or redevelopment of any of units 1 to 26, inclusive, as shown on the Condominium Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
- 55.1 The owner of each unit shall provide and maintain a paved parking area on the unit and a paved driveway from the traveled portion of the private street from which access to the unit is permitted to such parking area on the unit;
 - 55.2 The owner of each unit shall connect the dwelling to the private sanitary sewer P.D.C. located at the unit boundary line in accordance with the Municipality's specification for sewer installations;
 - 55.3 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private sanitary sewer P.D.C. located on the unit or at the unit boundary;
 - 55.4 No owner of a unit shall directly connect any basement drainage system including but not limited to foundation drains, weeping tiles or other system to the private storm sewer P.D.C. provided for the unit but such owner may discharge sump pump effluent to such storm sewer P.D.C.;

- 55.5 The owner of each unit shall maintain that portion of the private common element street from which access to the unit is available between the unit boundary line and the traveled portion of the private street;
- 55.6 The owner of each unit shall affix and maintain their assigned municipal street number to the main dwelling on the unit, a minimum of 12.7 centimetres in height and clearly visible from the private common element street, all in accordance with the Municipality's municipal addressing policies;
- 55.7 Before the development or re-development of each unit, the owner of the unit shall prepare and submit to the Municipality for approval, a detailed site plan prepared by an Ontario Land Surveyor, showing the location and dimensions of all buildings and structures to be erected upon the unit for review and approval of the Municipality;
- 55.8 The owner of each unit shall submit to the Municipality for approval, with the site plan referred to in section 55.7 above, a Unit Grading Plan issued by an Ontario Land Surveyor or qualified Professional Engineer identifying the proposed grading and appurtenant drainage works. The Unit Grading Plan is to be stamped by the Developer's Engineers certifying that "the grading and drainage comply with sound engineering design and that the proposed grading is in general conformity with the Grading Plan which has been approved in accordance with this Agreement";
- 55.9 The owner of each unit shall provide to the Municipality an interim certificate prepared by an Ontario Land Surveyor or a qualified Professional Engineer within thirty (30) days after completion of building foundations certifying the exact location of all structures and that the final footing elevations are in conformity with the site plan referred to in section 55.7; and, in the case of dwelling units which are not fully detached dwellings, no framing inspection may requested until such interim certificate has been provided;
- 55.10 Within thirty (30) days after completion of the development or re-development of a unit the owner of such unit shall provide to the Municipality a Final Grading Certificate prepared the Developer's Engineers that includes a certification that the unit grades and the location of all structures then on such unit are in conformity with the site plan referred to in section 55.7 above;
- 55.11 The owner of each unit shall not alter the finally certified Grades and/or the Grading Pattern for the occupied unit; and
- 55.12 The owner of each unit shall maintain in good repair any walls, fences or hedges located on the unit and any other suitable ground cover located on the unit to provide adequate landscaping of the unit and to provide protection to adjoining properties.

MAINTENANCE OF UNITS

56. The facilities and works required by section 55 shall be provided and maintained by the owner of each unit from time to time at such owner's sole risk and expense and to the satisfaction of the Municipality; and, in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of Section 446 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

BUILDING PERMITS

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

57.1 The Municipality has issued the Interim Certificate of Provisional Acceptance as contemplated by section 39; and

57.2 The site plan referred to in section 55.7 and the unit grading plan referred to in section 55.8 have been approved by the Municipality.

PREMATURE APPLICATIONS FOR BUILDING PERMIT

58. Notwithstanding the foregoing restriction respecting the application for building permits and the issuance thereof contained in section 57, premature building permits for up to two (2) dwelling units in the aggregate may be available to the Developer, or persons claiming title from it, once the Municipal Engineer has issued the Authorization to Commence Work as contemplated by section 23; and any such premature building permit will only be issued before the issuance of the Interim Certificate of Provisional Acceptance:

58.1 if the applicant for the building permit is the registered owner of the unit for which the permit is sought, or if the registered owner of such unit joins with the applicant for such building permit in the undertaking referred in section 58.2, and

58.2 if the applicant for the building permit, together with the registered owner of the unit 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 58.2, the applicant for a premature building permit shall deposit with the Municipality the sum of TWO THOUSAND (\$2,000.00) DOLLARS as set out in the Municipality's Rates and Charges By-law and as may be amended or replaced from time to time for each such application for

a building permit which deposit shall be forfeited if there is a breach of such 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 such undertaking, the TWO THOUSAND (\$2,000.00) DOLLARS 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 39. Occupancy of the dwelling subject to the premature building permit will not be given until an Interim Completion Certificate of Provisional Acceptance of the Site Development Works has been issued.

MAINTENANCE OF PRIVATE STREETS

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

COST OF SITE DEVELOPMENT WORKS

60. The Developer, when selling any units on the Condominium Plan shall include in the price thereof the costs of the Site Development Works in order that a purchaser shall not be required to pay any of the cost thereof over and above the purchase price paid to the Developer for the said unit save and except the payment of development charges or Municipal Act rates which may be required to be paid to the Municipality by third party purchasers from the Developer in accordance with and as contemplated in section 33 of this Agreement.

COVENANT OF PURCHASERS

61. The Developer shall not accept any offer to purchase any unit within the Condominium Plan unless the Developer has given to such offeror, prior to the making of such offer, written notice about section 55 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the Developer shall prior to transferring any part of the Land register notice of the section 55 requirements under this Agreement by way of registered restrictions on title to the Land which shall run with the Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Land.

PRIVATE STREET NAMES

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

PROPERTY TAXES AND RELATED ASSESSMENTS

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

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

MUNICIPAL COSTS

64. The Developer agrees to pay to the Municipality its reasonable costs incurred for land use planning, engineering, surveying and legal fees and disbursements and for the reasonable cost of administration, inspection, supervision and all other work and services required by the Municipality in connection with this Agreement and the following provisions apply:
- 64.1 The Municipality shall be entitled to be reimbursed for its actual reasonable costs for engineering, administration and legal fees and disbursements and for the cost of administration, inspection, supervision and all other work or services required by this Agreement, including the negotiations leading to and the preparation of any agreements, including this Agreement, costs of dealing with questions, complaints and other communications as set out in section 65 below and costs arising out of the realization upon any security given thereunder.
- 64.2 The Municipality shall be entitled to be paid for time spent by its planning, public works and administrative staff in the administration and supervision of the development of the Land, including negotiation and preparation of any agreements, including this Agreement, the completion of all work required by any such agreements, including this Agreement, and the realization upon any security given thereunder.
- 64.3 The hourly rates to be charged by the Municipality for its staff as contemplated by section 64.2 shall be established by resolution of the Municipal Council from time to time.
- 64.4 The Municipality may issue invoices to the Developer, from time to time, for its expenses and for the time of its staff and the Developer shall pay the same forthwith.

COMPLAINT PROCEDURE

65. The Parties acknowledge that from the time when the Land is rough graded as contemplated by section 23 above, during construction and installation of the Site Development Works in accordance with this Agreement and until final acceptance of the Site Development Works, as contemplated by section 43 of this Agreement, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Site Development Works and about the maintenance of the Land, private common element streets and pedestrian

walks within the Land as required by section 26 above and about matters related to building construction on and development of the Land. The Parties agree that any such questions, complaints or other communications addressed to the Municipality shall be referred to the Municipality's Engineer who shall refer the same to the Developer's Engineers for response and resolution. The Parties further agree that the Municipality's cost of involvement of the Municipality's Engineer in this complaint procedure shall be reimbursed by the Developer as part of the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement as contemplated by section 64 above.

OUTSTANDING INVOICE PAYMENTS

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

RIGHT TO CONTEST MUNICIPALITY'S COSTS

67. The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to section 64 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) days after the Developer has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a court of competent jurisdiction and the Developer shall indemnify the Municipality, on a Solicitor and his own Client basis for all costs or expenses incurred by the Municipality in connection with such determination.

CONFLICT OF REQUIREMENTS

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

EXPENSE OF DEVELOPER

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

INTEREST AND LIENS

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

ESTOPPEL

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

BY-LAWS BINDING

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

TIME OF ESSENCE

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

GIVING OF NOTICE

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

For the Developer: 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

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

ASSIGNMENT

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

SEVERABILITY

76. 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

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

INTERPRETATION

78. 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

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

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

PUBLIC SCHOOL ACCOMMODATION

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

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

HAZARDOUS MATERIAL

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

NOTICE TO PURCHASERS REGARDING LAKE HURON PRIMARY WATER SUPPLY SYSTEM

82. When selling or leasing any Lot shown on the Phase II Plan, the Developer 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.

CASH-IN-LIEU OF PARKLAND

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

UNITS FRONTING ON MUNICIPAL RIGHTS-OF-WAY

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

Developer shall be responsible to immediately repair the damage to the satisfaction of the Municipality.

NOISE WARNING

85. The Developer shall take steps to ensure that any noise and vibration attenuation measures required to meet all applicable regulatory requirements of Governmental Authorities shall be undertaken and implemented.

One Signature Page to Follow.

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

1960634 ONTARIO INC.

Per: _____

Name:

Title: President

Per: _____

Name:

Title:

We have the authority to bind the Corporation.

Approved and authorized by By-law
No. _____ enacted the ____ day of
_____, 2021.

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____

Aina DeViet, Mayor

Per: _____

James Hutson, Clerk

We have the authority to bind the Municipality.

LIST OF SCHEDULES

Schedule "A" – The Land

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

Schedule "C" - Site Development Works

Schedule "D" – On-Site Facilities

Schedule "E" – Servicing Plans

Schedule "F"- Intentionally deleted

Schedule "G" - Encumbrances

Schedule "H" - Solicitor's Opinion

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

Schedule "J" – Intentionally deleted

Schedule "K" - Undertaking by Developer's Engineer

1.

Schedule “L” – Homeowner’s Package Form

Schedule “M” - Irrevocable Letter of Credit Format

Schedule “N” - Interim Certificate of Completion of Works

Schedule “O” - Certificate of Completion of Works

Schedule “P – Intentionally deleted

SCHEDULE "A"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

LAND

Part of Lot 24, Concession 11 designated as Part 1 on 33R-20794, Geographic Township of London, Municipality of Middlesex Centre

being part of PIN 08140-0323 (LT)

SCHEDULE "B"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

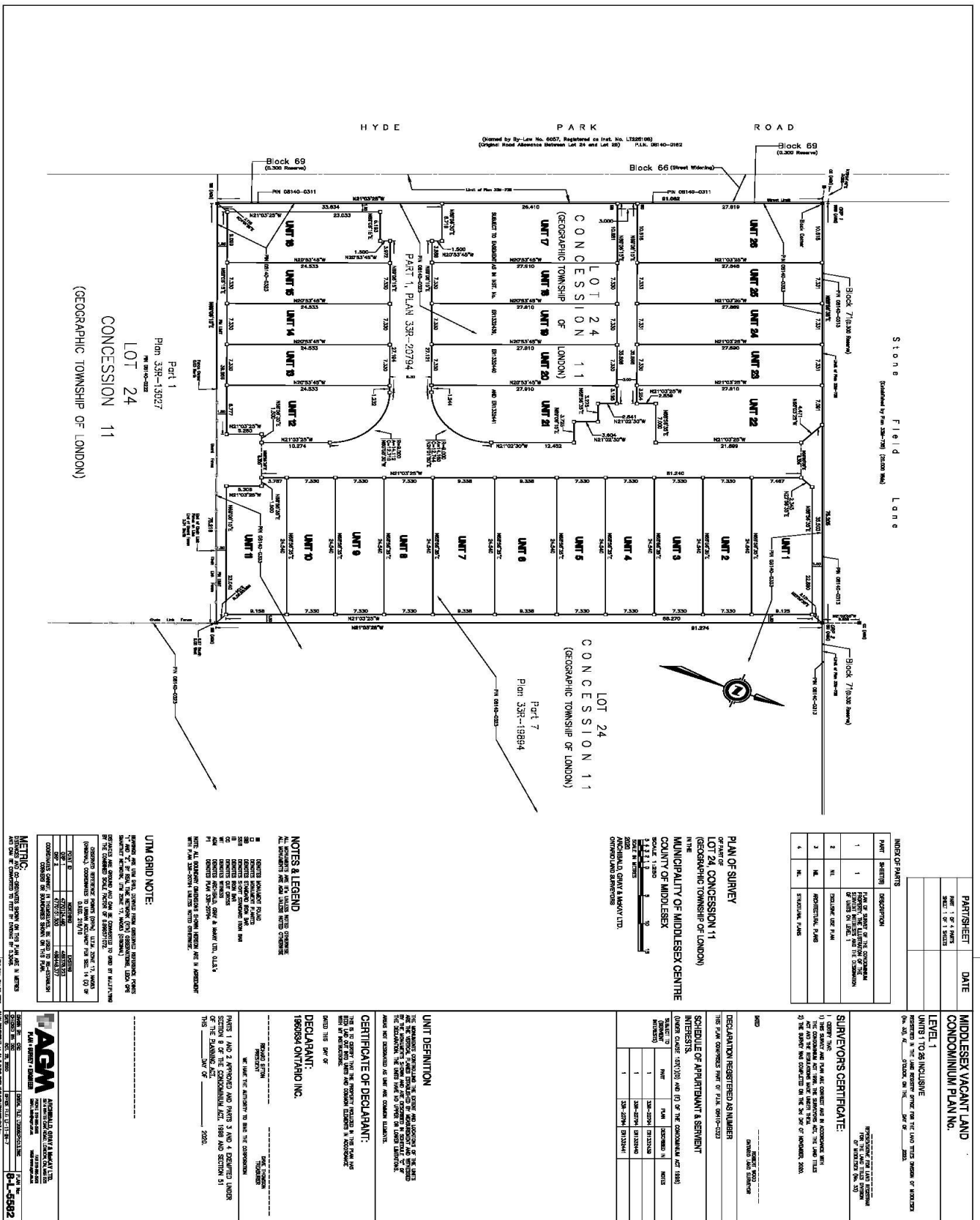
- and -

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

OF THE SECOND PART

SURVEY PLAN OF VACANT LAND CONDOMINIUM

SEE NEXT PAGE



SCHEDULE "C"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SITE DEVELOPMENT WORKS

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

- 1.1 Title of Plan or Drawing: Proposed Townhouse Development
For Whom Prepared: Sifton Properties Ltd.
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by:
Author's Project No.: SBM-19-2424
Drawing or Sheet Number: C1
Date of Plan or Drawing: July 15, 2020
Date of Last Revision: September 17, 2020
Legal Description;
Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London, Municipality of Middlesex Centre
Planning File No.: 39T-MC-1402
- 1.2 Title of Plan or Drawing: Existing Conditions, Removals, and Sediment & Erosion Control Plan
For Whom Prepared: Sifton Properties Ltd.
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by: .

Author's Project No.: SBM-19-2424
Drawing or Sheet Number: C2
Date of Plan or Drawing: July 15, 2020
Date of Last Revision: September 17, 2020
Legal Description;
Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London,
Municipality of Middlesex Centre
Planning File No.: 39T-MC-1402

1.3 Title of Plan or Drawing: Site Servicing Plan
For Whom Prepared: Sifton Properties Ltd.
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by:
Author's Project No.: SBM-19-2424
Drawing or Sheet Number: C3
Date of Plan or Drawing: July 15, 2020
Date of Last Revision: September 17, 2020
Legal Description;
Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London,
Municipality of Middlesex Centre
Planning File No.: 39T-MC-1402

1.4 Title of Plan or Drawing: Site Grading and Storm Management Plan
For Whom Prepared: Sifton Properties Ltd.
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by:
Author's Project No.: SBM-19-2424
Drawing or Sheet Number: C4
Date of Plan or Drawing: July 15, 2020
Date of Last Revision: September 17, 2020
Legal Description;
Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London,
Municipality of Middlesex Centre
Planning File No.: 39T-MC-1402

1.5 Title of Plan or Drawing: Standard Details
For Whom Prepared: Sifton Properties Ltd.
Author of Plan or Drawing; Strik Baldinelli Moniz Ltd., Civil Structural Engineers
Sealed by:
Author's Project No.: SBM-19-2424
Drawing or Sheet Number: C5
Date of Plan or Drawing: July 15, 2020
Date of Last Revision: September 17, 2020
Legal Description;
Concession 11, Part Lot 24 RP 33R19894 Part 7, Geographic Township of London,

Municipality of Middlesex Centre
Planning File No.: 39T-MC-1402

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

RELIANCE ON SERVICING PLANS

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

PLANS AND DRAWINGS LISTED IN SCHEDULE "E"

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

GRADING PLAN, GENERAL SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

4. The Site Development Works are comprised of the private road work and services
 - 4.1 which are identified on the Servicing Plans, and
 - 4.2 which are located on the Land, and

- 4.3 which are to be designed and constructed by the Developer in accordance with the Servicing Plans and in accordance with current guidelines and standards prescribed by the Municipality.
5. For greater certainty the Parties agree that water service laterals from watermains to the Land or private drain connections from sanitary sewers to the Land are to be regarded as Site Development Works.

REQUIREMENTS FOR PRIVATE ROADS AND SERVICES

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

PRIVATE COMMON ELEMENT STREETS

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

COMMON ELEMENT PARKING AREA

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

STREET SIGNS AND TRAFFIC SIGNS

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

STORMWATER MANAGEMENT PLAN

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

STORM DRAINAGE

11. The Developer shall install private storm sewers with appurtenances, catch basins and leads sufficient to drain the Land properly and to drain abutting real property, generally

as proposed on the Servicing Plans and specifically as required by the Municipal Engineer; and the following provisions shall apply to the storm sewer works:

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

PRIVATE WATERMAINS

- 14. Developer shall construct and install private watermains and appurtenances including valves and valve chambers and also service connections from such watermains to each unit boundary line generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer. In connection with such water works, the following provisions apply:
 - 14.1 No connection of any such water works may be made to pre-existing private or water distribution systems without the prior written approval of the Municipal Engineer which approval shall not be given unless and until
 - 14.1.1 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been tested in accordance with, and are in compliance with, current Middlesex Centre and MECP Standards;
 - 14.1.2 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and MECP Standards. Such certification is to be accompanied by bacteria and chlorine residual

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test results from a qualified laboratory which are satisfactory to the Municipal Engineer; and

14.1.3 such water works are in compliance with the *Safe Drinking Water Act* should the *Safe Drinking Water Act* apply to such water works as a non-municipal year-round residential drinking water system upon registration of the Condominium Plan in the Land Office.

14.2 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.

14.3 The Developer shall reimburse the Municipality for all related costs.

14.4 If the MECP requires registration of the common element water works as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act*, the Developer shall obtain such registration and maintain it in good standing with the MECP and shall provide to the Municipality:

14.4.1 the *Safe Drinking Water Act* registration number;

14.4.2 the identity of and contact information for the operator of the facility;

14.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and

14.4.4 copies of any reports made to the MECP in accordance with the *Safe Drinking Water Act* of any adverse test results or problems with the common element water infrastructure.

SANITARY SEWERS

15. The Developer shall construct and install a private sanitary sewer system, including private service connections to each unit as shown on the Condominium Plan, generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer, all in accordance with the plans and specifications approved by the Municipal Engineer and the MECP. In connection with the sanitary sewer work, the following provisions apply:

15.1 Accompanied with the Interim Certificate shall be a sewer video inspection report and video cassette/disk for private sanitary sewers on the Land.

15.2 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.

15.3 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer upon request by the Municipality. Failure to complete the flow monitoring required by this section in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these

requirements with all costs incurred by the Municipality being charged to the Developer under section 64;

PRIVATE FIRE HYDRANTS

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

GRADING

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

PRIVATE STREET LANDSCAPING

18. The Developer shall topsoil, to a depth of at least 15 centimetres (6.0 inches), and seed or sod the portion of the private common element street lying between the unit boundary line of a unit and the curb, and plant a native (2" in diameter) tree or a tree of equivalent standard and found acceptable by the Municipal Engineer on the said common element street and also shall construct the portion of the driveway from the curb to the unit boundary line of each unit to the specifications of the Municipality. The Developer shall ensure that this work is done after the residential construction is completed and to the satisfaction of the Municipal Engineer.

PRIVATE STREET LIGHTING

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

PRIVATE COMMON ELEMENT FENCING

20. The Developer shall construct and install common element fencing generally as proposed on the Servicing Plans and specifically as required by the Municipal Engineer, acting reasonably, and the following provisions shall apply.
 - 20.1 A 1.8 metre high wood fence shall be constructed, without any gates, adjacent to the west, east and south sides of the Land inclusive, as shown on the Condominium Plan; such fence shall be either wood or some alternative form of security fencing as may be approved by the Municipal Engineer.

- 20.2 A 1.8 metre high fence shall be constructed, without any gates, adjacent to the westerly boundary being the window street; such fence shall be either wood or some alternate form of fencing as may be approved by the Municipal Engineer.

UTILITIES

21. The Developer shall arrange to have Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and such other utility companies as the Municipality may designate to design and install all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed in accordance with section 29 of said Vacant Land Condominium Agreement to which this Schedule "C" is attached.

WATER SPRINGS

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

PRIVATE SIDEWALKS

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

SCHEDULE "D"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ON-SITE FACILITIES

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

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

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

All private roads and services specified by the said Vacant Land Condominium Agreement shall be provided on the Land and the Easement Land and maintained in accordance with the Servicing Plans, as defined in section 1 of Schedule "C" to the Vacant Land Condominium

Agreement to which this Schedule “D” is attached, and in accordance with the then current guidelines and standards prescribed by the Municipality. Without limiting the generality of the foregoing the following On-Site Facilities are to be provided and maintained as aforesaid:

PRIVATE STREET SIGNS AND TRAFFIC SIGNS

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

COMMON ELEMENTS PARKING AREA

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

STORMWATER MANAGEMENT PLAN

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

STORM SEWERS

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

DRAINAGE WORKS

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

PRIVATE WATERMAINS

6. Private watermains and appurtenances including but not limited to valves and valve chambers and also service connections from such watermains to each unit boundary line shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality. In connection with such water works, the following provisions apply:
 - 6.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.
 - 6.2 The Municipality shall be reimbursed for any and all costs it may incur in connection with such testing.
 - 6.3 The common element water works shall be provided and maintained as a non-municipal year-round residential drinking water system in compliance with the *Safe Drinking Water Act*.
 - 6.4 If the MECP requires registration of the common element water works as a non-municipal year-round residential drinking water system pursuant to the *Safe Drinking Water Act*, such registration shall be obtained and maintained in good standing with the MOECC at all times and the Municipality shall be provided with:
 - 6.4.1 the *Safe Drinking Water Act*, registration number;
 - 6.4.2 the identity of and contact information for the operator of the facility;
 - 6.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
 - 6.4.4 copies of any reports made to the MECP in accordance with the *Safe Drinking Water Act* of any adverse test results or problems with the common element water infrastructure.

PRIVATE SANITARY SEWERS

7. The private sanitary sewer system, including private service connections to each unit as shown on the Condominium Plan, shall be provided and maintained generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality. In connection with the sanitary sewer works, the following provisions apply:
 - 7.1 If determined to be necessary by the Municipality sewer flushing and/or cleaning and further video inspection shall be undertaken at no expense to the Municipality.

- 7.2 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer at the Developer's upon request by the Municipality. Failure to complete the flow monitoring in a form and manner acceptable to the Municipality may result in the Municipality fulfilling this requirement at the sole cost and expense of the Developer.

PRIVATE FIRE HYDRANTS

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

GRADING

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

PRIVATE STREET LANDSCAPING

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

PRIVATE STREET LIGHTING

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

FENCING

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

PRIVATE SIDEWALKS

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

UTILITIES

14. Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operation and such other utility companies as the Municipality may designate shall provide and maintain, at no expense to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, in accordance with section 29 of said Vacant Land Condominium Agreement.

GENERAL MAINTENANCE

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

SCHEDULE “E”

to

THE VACANT LAND CONDOMINIUM 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 “**Developer**”)

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SERVICING PLAN AND SERVICING CONSTRUCTION PLANS

To facilitate registration of the Agreement to which this Schedule “E” is attached on title to the Land, including all other Schedules attached to such Agreement, full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality’s normal business hours.

SCHEDULE "F"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTENTIONALLY DELETED

SCHEDULE "G"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ENCUMBRANCES

PART 1 ENCUMBRANCES NOT REQUIRING POSTPONEMENT

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

1. Easement in Gross to Hydro One Networks Inc. (Instrument ER1332439)
2. Easement in Gross to Enbridge Gas Inc. (ER 1332440)
3. Easement to Bell Canada (ER1332441)
4. Site Alteration Agreement with Municipality of Middlesex Centre (ER1333196)
5. Site Alteration Agreement between 190634 Ontario Inc. and the Municipality of Middlesex Centre

PART 2 ENCUMBRANCES TO BE REMOVED OR POSTPONED

1. NIL

SCHEDULE "H"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SOLICITOR'S OPINION

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re:

being all of

hereinafter the "**Land**"

Re: Vacant Land Condominium Agreement between 1960634 Ontario Inc. and the Municipality of Middlesex Centre dated the ____ day of February 2021 pertaining to the Land (the "**Vacant Land Condominium Agreement**")

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

Vacant Land Condominium Agreement Registration

As at the date of signing of the Vacant Land Condominium Agreement and as of the date of registration of the Vacant Land Condominium Agreement against the Land, 1960634 Ontario Inc. is the owner in fee simple of the Land free and clear of all liens and encumbrances save and except for the Encumbrances in Part 1 of Schedule "G" of the Vacant Land Condominium Agreement.

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

Easements transferred to the Municipality

A good and valid _____ Easement over Part of Lot XX Concession XX geographic township of Lobo now in the Municipality of Middlesex Centre XXXXXXXXX, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ____ day of _____, 202_ as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

A good and valid _____ Easement over XXXXXXXXX in the Municipality of Middlesex Centre being XXXXXX, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ____ day of _____, 202_ as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre. It is my solicitor's opinion that the Municipality of Middlesex Centre has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances.

Transfers in Fee Simple to the Municipality

A good and valid Transfer of ●, has been registered on the ____ day of _____, 2021 as Instrument No. ER _____ in favour of the Municipality of Middlesex Centre.

It is my solicitor's opinion that the Municipality of Middlesex Centre is the owner in fee simple of ●, free and clear of all liens and encumbrances save and except any existing registrations in favour of the Municipality of Middlesex Centre.

Enclosures:

Copy of receipted Vacant Land Condominium Agreement registered as ER_____.

Copy of receipted Easement registered as ER_____.

Copy of receipted Easement registered as ER_____.

Copy of Transfer of Blocks ● through ●, inclusive, registered as ER_____.

SCHEDULE "I"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

SOLICITOR'S OPINION

FOR UTILITIES' EASEMENTS

TO: MUNICIPALITY OF MIDDLESEX CENTRE

Re; Vacant land condominium Agreement (the "Vacant Land Condominium Agreement") between 1960634 Ontario Inc. and the Municipality of Middlesex Centre dated the ____ day of February 2021 pertaining to Middlesex Vacant Land Condominium No.

Easements transferred to a Utility

A good and valid _____ Easement over part of Lot 4 Concession 1 geographic township of Lobo now in the Municipality of Middlesex Centre being XXXXXXXXXXXXX, designated as Parts _____ on Plan 33R-xxxxxx has been registered on the ____ day of _____, 2021 as Instrument No. ER _____ in favour of (Name of Utility). It is my solicitor's opinion that of (Name of Utility) has a good and valid easement on the terms set out in Instrument No. ER _____ free and clear of all liens or other registered encumbrances save and except any registrations in favour of the Municipality of Middlesex Centre.

SCHEDULE "J"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTENTIONALLY DELETED

SCHEDULE "K"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

UNDERTAKING BY DEVELOPER'S ENGINEERS

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

Attn: Director of Public Works and Engineering Department

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

Consulting Engineers to 1960634 Ontario Inc.

Re: Vacant Land Condominium Agreement between 1960634 Ontario Inc. and the Municipality of Middlesex Centre and dated the ____ day of February 2021 (hereinafter referred to as the "Vacant Land Condominium Agreement").

The undersigned hereby represents and warrants that the undersigned is a member in good standing of Professional Engineers Ontario and that the undersigned has been retained by 1960634 Ontario Inc. in connection with the Vacant Land Condominium Agreement and all works required thereby. As required by the Vacant Land Condominium Agreement the

undersigned hereby undertakes to the Municipality of Middlesex Centre and to its above-mentioned consulting engineers as follows:

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

The undersigned agrees that the undersigned will immediately advise the Municipality of Middlesex Centre and its above-mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from 2536221 Ontario Inc.

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

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

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

DATED this _____ day of _____, 2021.

SCHEDULE "L"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

HOMEOWNERS' PACKAGE FORMAT

SEE NEXT PAGE

Site Servicing, Utilities, Grading, Drainage, and Storm Water Management
Homeowners' Information Package

All drainage from your lot makes its way to the Oxbow Creek Subwatershed and through groundwater, a system grassed side/rear yard swales, road ditches, and open watercourses. Engineering on your lot has been completed to retain natural drainage characteristics as much as possible. Some of the measures on your lot are:

- Construction of low sloped side and rear yard grassed swales to convey your lot runoff to Oxbow Creek Subwatershed. The side/rear yard grassed swales and overland flow swales will provide polishing and pre-treatment of the storm water (improve storm water quality).
- A topsoil thickness of 300mm (1'-0") minimum on top of the existing clayey soil has been provided within all landscaped areas to assist with infiltration of stormwater and reduce the volume of run-off directed to the Oxbow Creek Subwatershed.
- In addition, measures such as temporary silt fencing and sediment protection are to be undertaken during construction to reduce erosion, sedimentation and water quality impacts on the receiving system.

These measures assist in reducing the detrimental impact that the development may otherwise have on storm water quality and quantity of the receiving system.

What can you do to help?

The provision of the above noted measures alone does not solve the problem forever. The measures noted above must be maintained and the residents of each lot must practice preventative measures. The following is a non-inclusive list of homeowner obligations to keep the storm water drainage functioning properly:

1. Retain the grades on the property in compliance with the approved lot grading plan issued at the time of your home construction;
2. Prevent the storage of items or construction of shed in the rear and side yards in the area of the rear and side yard swales;
3. When building decks and patios, consider wooden decking as opposed to a harder impermeable surfaces to minimize the amount of paved surfaces;
4. Prevent oil and fluid spills or leaks from motor vehicles;
5. Avoid pesticide use, particularly before major storm events and/or consider using organic alternatives to pesticides and fertilizers. This will help with water quality concerns due to the close proximity to the open watercourse;
6. Prevent the entry of debris or pollutants of any kind from entering stormwater collection system;
7. There is a minimum 300mm (1'-0") of topsoil on your lot for enhanced stormwater runoff quality treatment and infiltration.
8. Remove sediment and debris from the rear and side yard storm swales;
and
9. Remember that your side/rear yard grassed swales are designed to slowly direct water to the Municipal Right-of-Way or your rear yard swale and minor ponding and/or saturation of soils may be temporarily present.

Use of the above practices and being aware of the purpose of these systems will help keep and improve water quality in the Oxbow Creek Subwatershed.

Other on-site facilities (see drawings for same in Appendix A) are the responsibility of the Condominium Corporation and of the unit owners (not the Municipality) to maintain, repair, and replace same as required from time to time. The Owner and Condominium Corporation shall provide a copy of this information package (i.e. site plans, civil design and utility layouts) to every person who makes an offer to purchase any unit as shown on the Condominium Plan before such person is bound by an agreement to purchase such unit.

Telephone Numbers:

Municipality of Middlesex Centre

519-666-0190

<https://www.middlesexcentre.on.ca/>

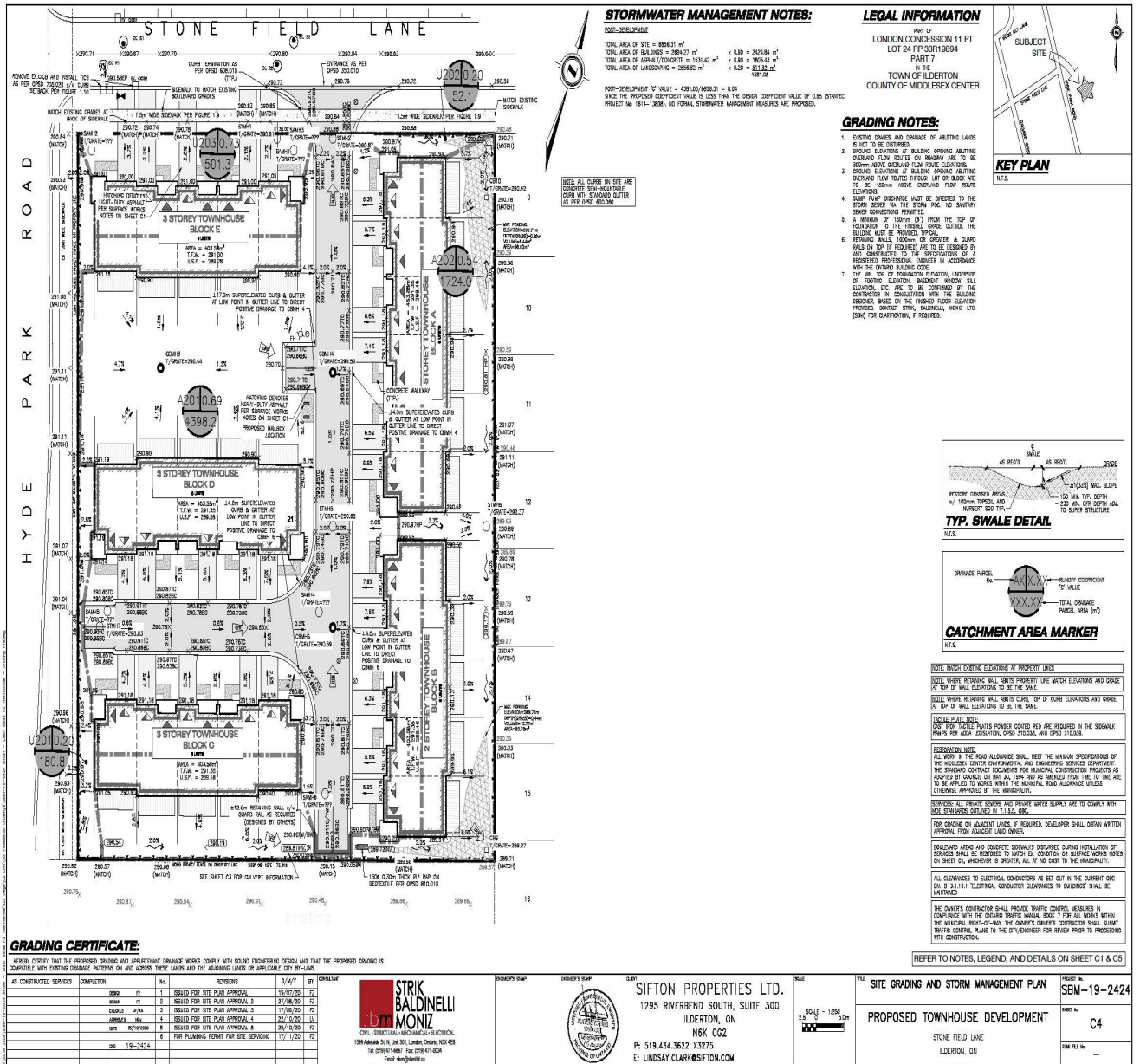
Upper Thames River Conservation Authority

519-451-1188

<http://thamesriver.on.ca/contact-us/>

Appendix A

Site Plan, Civil Engineering Grading Plans



SCHEDULE "M"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Letter of Credit No.

To: Municipality of Middlesex Centre

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

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

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

in respect to the whole or some of our customer's obligations under the Vacant Land Condominium 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 ____ day of February 2021 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.

SCHEDULE "N"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

INTERIM CERTIFICATE OF COMPLETION OF WORKS

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

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

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

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

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

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

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

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

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

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

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

for a total value of \$ _____

Certified and delivered under my hand and professional seal this ____ day of _____, 201 ____.

Professional Engineer

SCHEDULE "O"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

CERTIFICATE OF COMPLETION OF WORKS

For Good and Valuable Consideration now paid by the Municipality of Middlesex Centre (hereinafter called the "**Municipality**"), the receipt and sufficiency of which I hereby acknowledge, I hereby certify that all services to be constructed and installed as required by the Vacant Land Condominium Agreement dated the ____ day of February, 2021, and registered as No. _____ on the ____ day of _____, 2021 have been completed; and I hereby certify that all such services have been:

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

Certified and delivered under my hand and professional seal this ____ day of _____, 2021.

Professional Engineer

SCHEDULE "P"

to

THE VACANT LAND CONDOMINIUM 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 "**Developer**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

ASSET INVENTORY

INTENTIONALLY DELETED.