

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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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B E T W E E N:

**2638477 ONTARIO LIMITED**, 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

**WHEREAS:**

- (a) The Developer is the owner of the land described in Schedule “A”, (hereinafter referred to as the “**Land**”) or 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**”) and has obtained draft plan approval for a vacant land condominium from the County under the County’s File No. 39T-MC-CDM1901;
- (c) The Developer has approval to develop the Land as a vacant land condominium and as set out in the plan prepared by Monteith Brown planning consultants, Draft Plan of Vacant Land Condominium dated June 17, 2019 and certified by Blake Vanderveen OLS, MTE Ontario Land Surveyors Ltd., (hereinafter referred to as the “**Condominium Plan**”) in the form of the photographic reduction thereof attached as

Schedule "B" hereto into 68 vacant land condominium units for townhouse dwellings (Lots 1 to 68) and common elements as shown on the Condominium Plan;

- (d) The Developer now wishes to develop 68 townhouse dwelling condominium units and associated common elements as shown on the Condominium Plan;
- (e) 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 shall 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
- (f) 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, among other things,
  - (i) that the Developer provide the works (hereinafter referred to as the "**Site Development Works**") described in Schedule "C" attached hereto; and
  - (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 that form part of this Agreement. Photographic reductions of copies of the plans and drawings are

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

#### **DEVELOPER'S TITLE**

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

Schedule "G" attached hereto.

**REGISTRATION OF AGREEMENT**

3. The Developer consents to and will register this Agreement against the title to the Land in the Land Office no later than twenty-one (21) calendar days after this Agreement has been executed and delivered by the Municipality to meet the intent and purpose of 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

Schedule "G" attached to and 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 that shall be removed from title to the Land or for which the Municipality shall require postponements in interest for this Agreement be registered on title to the Land.

**AGREEMENTS**

5. *Intentionally deleted.*

**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 sixty (60) 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 \$10.00 payable to the Solicitor rendering the same.

#### **SITE DEVELOPMENT WORKS**

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

#### **ON-SITE FACILITIES**

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

#### **ON-SITE FACILITIES PRIVATE NOT MUNICIPAL RESPONSIBILITY**

10. The Parties acknowledge and agree that the 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 86 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 and in good standing 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 municipality 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.<sup>00</sup> 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 bench mark, and,
  - 14.2 The final grades of all roads and existing properties on and in the vicinity of the Condominium Plan;
  - 14.3 The stormwater management plan and facilities and the sediment and erosion control measures, 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 all signage identifying the construction haul road in addition to any 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 in accordance with the following:
- All municipal inspections are to be scheduled with a minimum 10 working days' notice in advance of the date of inspection; and,
  - 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 December 15<sup>th</sup> to April 15<sup>th</sup>.
- 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 mail boxes.
- 15.5 A sediment and erosion control plan;
- 15.6 A street cleaning schedule for the common element private road and for Municipality and County 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 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**"), if required.

#### **STORMWATER MANAGEMENT PLAN**

19. The Developer shall ensure that the runoff coefficients and sediment and erosion control requirements relating to stormwater management are in accordance with the stormwater management plan reviewed and accepted by the Conservation Authority, approved by the MECP and by the Municipal Engineer. The stormwater management plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality and shall be based upon the following documents:

Kilworth Heights West Condominium Block 549 & 550, Servicing Information by MTE Consultants dated January 24, 2020;

The Developer shall ensure that it complies with the final stormwater management plan including but not limited to any and all applicable 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. *Intentionally deleted.*

#### **ENVIRONMENTAL PROTECTION MEASURES**

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

#### **SIGN OF CONDOMINIUM PLAN**

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 that 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 Municipal Engineer shall not issue an Authorization to Proceed with Construction as contemplated by this section 23 until:

- 23.1 following the written approval of the Municipal Engineer and if required and necessary the approval of the MECP and Conservation Authority and issuance of

- a Building Permit for the plumbing works 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 Municipal Clerk;
- 23.3 a certificate of insurance as required in accordance with section 40 has been given to the Municipal Clerk;
- 23.4 the Letter of Credit as required in accordance with section 34 of this Agreement has been furnished to the Municipal 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 67 and section 69 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 45, within one (1) year of receipt of the Authorization to Commence Work. The Developer may at any time and from time to time seek an extension or extensions of such one (1) year period in respect of all or any part or parts of the Site Development Works and the Municipal Engineer may grant any such request on such terms and conditions as the Municipal Engineer may see fit to impose, acting reasonably. Such a request for an extension shall be accompanied by a justification prepared by the Developer's Engineers supporting the request and describing the technical basis for the extension request and 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 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 by the Developer's Engineers, subject

to the rights of the Municipality and of the Municipal Engineer under this Agreement including Schedule "K", particularly, without limiting the generality of the foregoing section 49 (Inspections) and section 50 (Orders); provided, however, that the exercise of such rights by the Municipality or by the Municipal Engineer shall at no time 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 satisfaction of the Municipal Engineer, together with such variations from the approved plans and specifications as may be required by conditions that may arise 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 46 of this Agreement, the Developer shall maintain or cause to be maintained all of the Land in a neat and tidy manner and shall carry out or cause to be carried out all weed cutting and maintenance of all of the Land and shall maintain or cause to be maintained all roads and pedestrian walks within the Land free from mud, debris, building materials and all other obstructions or waste in accordance with the Municipality's current property standards by-laws and shall undertake or cause to be undertaken winter maintenance of any roads within the Land to the standards required of the Municipality under the *Municipal Act, 2001*, and 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 46 of this Agreement, the Developer shall maintain in working operation and repair all drains in use on the Land, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the Site Development Works such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the Site Development Works.

#### **HAUL ROADS**

28. Until final acceptance of the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the Site Development Works or related

building construction along such streets as are specified by the Municipal Engineer or, when directed by the Municipal Engineer, along such temporary construction roads as are to be constructed and maintained by the Developer.

### **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 (including 911 Emergency Services) 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 only subject to any postponements that may be required by the utility providers, acting reasonably. Before the issuance of an Interim Certificate of Provisional Acceptance in accordance with section 41, the Developer shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario in the form of

Schedule "I" attached hereto. The said opinion shall be addressed to the Municipality in consideration of a fee of \$10.00 payable to the Solicitor rendering the same.

### **UTILITIES CO-ORDINATION**

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 46 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.

33.1 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 pursuant to section 59(4) of the *Development Charges Act* as may be amended and replaced from time to time.

### **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

35.

36.

37. Schedule "M" 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.<sup>00</sup>) DOLLARS, whichever is greater.

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

38. 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 44 and section 67 of this Agreement.

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

39. 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:

39.1 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

39.2 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.<sup>00</sup>) DOLLARS, whichever is greater, until the Municipality has finally accepted the Site Development Works, as contemplated by section 46 of this Agreement.

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

## **INSURANCE**

40. From the time when the Municipality has approved the plans, specifications, contracts, scheduling and cost estimates and Grading Plan, until all the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 46 of this Agreement, the Developer shall maintain in force and effect insurance that satisfies the following:
  - 40.1 such insurance shall provide comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of the construction and installation of any and all of the Site Development Works to be performed pursuant to this Agreement, including all plans, specifications and contracts therefor and any and all documentation submitted by or on behalf of the Developer in support of the approval of such plans, specifications and contract;
  - 40.2 such insurance shall provide primary coverage to the Municipality as an additional insured;
  - 40.3 such insurance shall have limits of liability of at least Five Million (\$5,000,000.<sup>00</sup>) Dollars per incident, or such greater amount as may be specified by the Municipality from time to time;
  - 40.4 such insurance shall include a cross-liability clause protecting the Municipality against claims by the Developer as if the Municipality was separately insured;
  - 40.5 such insurance shall provide coverage which shall continue until the Site Development Works are completed and finally accepted by the Municipality, as contemplated by section 46 of this Agreement;
  - 40.6 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;
  - 40.7 such insurance will be with insurers that are acceptable to the Municipality; and

40.8 such insurance shall otherwise be in form satisfactory and 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 40 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 2638477 Ontario Limited.

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 40.

#### **INDEMNITY**

41. Until the Municipality has been finally accepted the Site Development Works, as contemplated by section 46 of this Agreement, the Developer shall indemnify the Municipality and its agents, employees, contractors and subcontractors from and against all losses, damages, expenses, actions, causes of actions, suits, claims, demands and/or administrative orders whatsoever that 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 40, 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"):**

42. Upon Completion of:

42.1 the underground services to be constructed and installed as part of the Site Development Works to the satisfaction of the Municipal Engineer;

42.2 all street signage has been provided to the satisfaction of the Municipal Engineer;

42.3 subject to section 43, all utilities required by section 29;

42.4 subject to section 43, all street lights such that they are fully operational; and

42.5 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 42 to 42.5, 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 following the issuance of the ICPA and to be submitted by the Developer shall include:

42.6 a certification in substantially the form set out in

Schedule "N";

- 42.7 a solicitor's opinion as to utilities' easements as required by section 30 and as required for Canada Post by section 32;
- 42.8 a video camera inspection of all private storm and sanitary sewers accompanied by a written report from the inspection company;
- 42.9 confirmation that deflection testing was satisfactorily completed on all PVC sewers using a suitable mandrel in accordance with Ontario Provincial Standards Specification;
- 42.10 a report identifying any deficiencies in the Site Development Works and how such deficiencies are to be addressed; and
- 42.11 an updated Surface Features Plan certified by the Developer's Engineers as required by section 15.4, showing the location of
  - 42.11.1 Sidewalks;
  - 42.11.2 Fire hydrants;
  - 42.11.3 Street and traffic signage for the common element private road;
  - 42.11.4 Street-lighting for the common element private road;
  - 42.11.5 Hydro transformers and communications pedestals
  - 42.11.6 Emergency access areas designated to the satisfaction of the Municipality; and
  - 42.11.7 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 39.

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

- 43. Notwithstanding the requirement of sections 42.3 and 42.4 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**

44. 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 the Developer shall remain solely responsible for rectification of any damage to the Site Development Works that may occur in the course of winter maintenance operations.

#### **COMPLETION CERTIFICATE OF SITE DEVELOPMENT WORKS**

45. Upon the completion of all of the Site Development Works and of all utilities to be constructed and installed as required by section 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 39.

The Completion Certificate shall include:

- 45.1 A Completion Certificate for the Site Development Works issued by the Developer's Engineers in substantially the form set out in Schedule "O", certifying that the Site Development Works have been installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;
- 45.1.1 except for a final course of asphalt and final restoration of curbs and curb cuts on private common element streets;
- 45.1.2 except for the operation of stormwater facilities as required by section 19;
- 45.1.3 except for those Site Development Works that may be included within an agreement made by the Developer in favour of the Municipality that complies with section 158 of the *Condominium Act, 1998*, as amended, (hereinafter referred to as the "**Section 158 Agreement**"); and
- 45.1.4 except landscaping, plantings and grading of the Land, including the provision of a Final Grading Certificate, contemplated by section 45.7 below.
- 45.2 A Section 158 Agreement that ensures the installation and completion of all of the Site Development Works including but not limited to any underground servicing works, and the following shall apply:

- 45.2.1 The Section 158 Agreement shall provide that, until all dwellings have been completed on all of the units as shown on the 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.
- 45.2.2 The Section 158 Agreement shall require that the Developer continue to adhere to the Stormwater Management Plan as indicated in section 19 of this Agreement.
- 45.2.3 The Section 158 Agreement shall require that the Developer complete landscaping, plantings and grading of the Land in accordance with the plans and specifications approved in accordance with this Agreement and otherwise to the satisfaction of the Municipal Engineer until after all dwellings have been completed on all of the units as shown on the Condominium Plan, and in this connection the Parties agree that the delivery of a Final Grading Certificate contemplated by section 45.7 may be deferred until all such dwellings have been completed on all of the units as shown on the Condominium Plan.
- 45.2.4 The Section 158 Agreement shall require that the Developer complete the installation of utilities and street lighting, if any such utilities or street lighting is not yet completed, provided that all utilities and street lighting shall be installed and completed to the satisfaction of the Municipal Engineer pursuant to section 43 above.
- 45.2.5 The Section 158 Agreement shall provide that the following shall continue to apply *mutatis mutandis*:
- 45.2.5.1 Section 22 (Sign of Condominium Plan);
  - 45.2.5.2 Section 24 (Supervision of Construction);
  - 45.2.5.3 Section 25 (Standard of Work and Variations);
  - 45.2.5.4 Section 26 (General Maintenance);
  - 45.2.5.5 Section 27 (Maintenance of Drains);

- 45.2.5.6 Section 28 (Haul Roads);
- 45.2.5.7 Section 31 (Utilities Coordination);
- 45.2.5.8 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;
- 45.2.5.9 Section 38 (Security for All Obligations);
- 45.2.5.10 Section 40 (Insurance) adjusted to provide an amended Insurance Certificate is required which confirms coverage applies to the obligations arising under both this Agreement and the Section 158 Agreement;
- 45.2.5.11 Section 41 (Indemnity);
- 45.2.5.12 Section 43 (Utility and Street Light Installation)
- 45.2.5.13 Section 45 (Completion Certificate) adjusted to apply to the exceptions referred to in section 45.1;
- 45.2.5.14 Section 46 (Release of Condominium Registration) adjusted to reflect the exceptions referred to in section 45.1;
- 45.2.5.15 Section 48 (Construction Lien);
- 45.2.5.16 Section 49 (Right of Inspection);
- 45.2.5.17 Section 50 (Municipal Engineer Orders)
- 45.2.5.18 Section 51 (Remedies);
- 45.2.5.19 Section 52 (Court Action);
- 45.2.5.20 Section 54 (Realizing on Security)
- 45.2.5.21 Section 55 (Call on Letter of Credit);
- 45.2.5.22 Section 56 (Replacement of Letter of Credit)
- 45.2.5.23 Section 67 (Municipal Costs);
- 45.2.5.24 Section 68 (Complaint Procedure);
- 45.2.5.25 Section 70 (Right to Contest Municipality's Costs);

- 45.2.5.26 Section 75 (Conflict of Requirements);
- 45.2.5.27 Section 76 (Expense of Developer);
- 45.2.5.28 Section 77 (Interest and Liens)
- 45.2.5.29 Section 78 (Estoppel);
- 45.2.5.30 Section 80 (Time of Essence);
- 45.2.5.31 Section 81 (Giving of Notice);
- 45.2.5.32 Section 82 (Assignment);
- 45.2.5.33 Section 83 (Severability);
- 45.2.5.34 Section 84 (Number and Gender); and
- 45.2.5.35 Section 85 (Interpretation).

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

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

45.2.7.1 advising of the date of registration of the Declaration and Description for the vacant land condominium,

45.2.7.2 offering to register the private common element water supply infrastructure as a non-municipal year-round residential drinking water system under the *Safe Drinking Water Act* and associated regulations, and,

45.2.7.3 giving the notice contemplated by subsection 10.1(1) of O.Reg. 170/03 with respect to such private common element water supply infrastructure in the event the MECP determines that the *Safe Drinking Water Act* and associated regulations apply to such water supply infrastructure,

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

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

45.2.9 The Section 158 Agreement shall be in form and substance satisfactory to the Municipality and be executed by the Parties and registered on the title to the Land in priority to all persons having any interest in the Land as owner, mortgagee, tenant, easement holder or other encumbrancer except for the Municipality and those listed in Part 1 of

Schedule "G" to this Agreement.

- 45.3 A certificate issued by the Developer's Engineers that all Site Development Works storm and sanitary sewers have been flushed and cleaned;
- 45.4 A certificate issued by the Developer's Engineers that all Site Development Works water valves, curb stops and hydrants have been inspected for operation;
- 45.5 A Statutory Declaration of an authorized senior officer of the Developer declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the Site Development Works have been paid and that there are no outstanding claims relating thereto;
- 45.6 A certified statement of a registered Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the Condominium Plan at a date not earlier than thirty (30) calendar days before the submission to the Municipality for the Completion Certificate;
- 45.7 A Final Grading Certificate issued by the Developer's Engineers for each unit and common element block on the Condominium Plan certifying that the grading and drainage for each unit and common element block are in accordance with the approved Grading Plan; provided that, in the case of units and common element blocks on the Condominium Plan for which grading certificates have been issued in accordance with section 59.10 below, such grading certificates will be sufficient to satisfy the requirements of this section 45.7 with respect to the units and common element blocks to which they apply;
- 45.8 Drawings showing the Site Development Works "as built" in a digital Auto CAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards;
- 45.9 Two (2) sets of full sized drawings showing the Site Development Works "as built";
- 45.10 A computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in the following format:

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

delivered in digital format in a manner acceptable to the Municipal Engineer.

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

#### **RELEASE OF CONDOMINIUM REGISTRATION**

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

#### **REGISTRATION OF CONDOMINIUM PLAN**

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

#### **CONSTRUCTION LIEN**

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

#### **RIGHT OF INSPECTION**

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

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

#### **MUNICIPAL ENGINEER ORDERS**

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

#### **REMEDIES**

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

provided that the Municipality shall give at least ten (10) calendar days prior notice of the breach of, or default under, this Agreement except in cases of the Site Development Works not functioning or not functioning properly, such that in the opinion of the Municipality action is immediately necessary to prevent damage or hardship to persons or property in which case no prior notice need be given; and it is understood and agreed by the Parties that the entry upon the Land by the Municipality or the doing of anything by the Municipality as authorized by this section 51 shall be as agent for the owner of the Land; and the Developer covenants and agrees for itself for subsequent owners of the Land and that neither it nor they nor any of its agents, servants, officers or

contractors shall interfere in any way with anything done or authorized to be done pursuant to this section 51 by the Municipality.

#### **COURT ACTION**

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

#### **BUILDING PERMIT REMEDY**

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

#### **REALIZING SECURITY**

54. In addition to any other remedy which the Municipality may have against the Developer for breach of or default under this Agreement, after first giving ten (10) days' notice of such breach or default to the Developer, the Municipality may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the Developer is in breach or default, or to recover such costs if the Municipality has done such work or thing prior to realizing upon and enforcing the security. Similarly, the Municipality may recover any money which it has paid and which the Developer ought to have paid or any money which is otherwise due to the Municipality from the Developer under the terms of this Agreement. If the funds derived from the security exceed the amount due to the Municipality, the excess shall be refunded to the Developer upon final acceptance of the Site Development Works as contemplated by section 46 of this Agreement; but, if there is a deficiency, the same shall be recoverable in full from the Developer forthwith upon demand.

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

55. In the event that notice is received by the Municipality that the Letter of Credit required pursuant to section 34 will not be renewed or will be revoked or will otherwise expire or terminate, the Municipality may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the Municipality and, when so paid, the same shall be placed in a separate interest bearing account in the name of the Municipality which account, together with any interest thereon, shall stand as additional security for the performance of the Developer's obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the Developer.

## **REPLACEMENT OF LETTER OF CREDIT**

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

## **UNIT GRADES**

57. The Developer and any and all subsequent owners and occupiers of units or common element blocks shall, at all times, maintain or cause to be maintained the elevations and grades on all units and common element blocks as shown on the Condominium Plan in accordance with the Grading Plan which has been approved in accordance with this Agreement.
58. Upon completion of the foundation for each townhouse unit, a survey shall be prepared by an Ontario Land Surveyor in order to confirm the foundation has been located in accordance with the approval plans. This survey shall be provided to the Municipality's building department as soon as possible and prior to any request for a framing inspection for the building to which the survey applies.

## **DEVELOPMENT CONTROL FOR DWELLINGS**

59. As a condition of the development or redevelopment of any of units 1 to 68, inclusive, as shown on the Condominium Plan; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:
  - 59.1 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;
  - 59.2 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;
  - 59.3 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;
  - 59.4 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.;
  - 59.5 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;

- 59.6 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;
- 59.7 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;
- 59.8 The owner of each unit shall submit to the Municipality for approval, with the site plan referred to in section 59.7 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"*;
- 59.9 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) calendar 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 59.7; and, in the case of dwelling units which are not fully detached dwellings, no framing inspection may be requested until such interim certificate has been provided;
- 59.10 Within thirty (30) calendar 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 by 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 59.7 above;
- 59.11 The owner of each unit shall not alter the finally certified Grades and/or the Grading Pattern for the occupied unit; and
- 59.12 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**

60. The facilities and works required by section 59 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**

61. 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:

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

61.2 The site plan referred to in section 59.7 and the unit grading plan referred to in section 59.8 have been approved by the Municipality.

#### **MAINTENANCE OF PRIVATE STREETS**

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

#### **COST OF SITE DEVELOPMENT WORKS**

63. The Developer, when selling any units on the Condominium Plan shall include in the price thereof the costs of the Site Development Works in order that a purchaser, not including the Builder, 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**

64. The Developer shall not accept any offer to purchase any unit within the Condominium Plan unless the Developer has given to such offeror, prior to the making of such offer, written advice about section 59 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 59 requirements under this Agreement by way of registered restrictions on title to the Land which shall run with the Land in a form which is enforceable by the Municipality against such purchaser and any and all subsequent owners and occupiers of the Land.

### **PRIVATE STREET NAMES**

65. The Developer is advised that it is not to name the private common element streets within the 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**

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

### **MUNICIPAL COSTS**

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

## **COMPLAINT PROCEDURE**

68. The Parties acknowledge that from the time when the Land is rough graded as contemplated by section 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 46 of this Agreement, the Municipality may receive questions, complaints and other communications about the construction, installation, maintenance and repair of the Site Development Works and about the maintenance of the Land, private common element streets and pedestrian walks within the Land as required by section 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 67 above.

## **OUTSTANDING INVOICE PAYMENTS**

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

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

70. The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to section 67 of this Agreement provided that such right must be exercised by written notice to the Municipality within thirty (30) calendar 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.

## **PUBLIC SCHOOL ACCOMMODATION**

71. The Developer agrees that the following notice be included in all Agreements of Purchase and Sale associated with the Units on 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**

72. 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 such soils investigation shall be completed prior to the initiation of any site grading or servicing; 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.

### **ENVIRONMENTAL NOISE ASSESSMENT**

73. The Developer shall carry out an Environmental Noise Assessment to determine the impacts of noise generated from traffic on County Road 14 (Glendon Drive). The Environmental Noise Assessment shall be completed in conformity with the Municipality’s Urban Design Brief and shall be approved by the County of Middlesex and the Municipality and the recommendations of the Environmental Noise Assessment shall be implemented by the Developer and shall include the following noise warning clauses:

- 73.1 For Units 36 to 54 of Block 230 and Units 37 through 61 of Block 126:

Noise Warning Clause TYPE D:

This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of Environment, Conservation and Parks.

- 73.2 For Units 1 to 35 and 55 to 68 of Block 230 and Units 1 to 36 and 62 to 89 of Block 126:

This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of Environment, Conservation and Parks.

## URBAN DESIGN GUIDELINES

74. The Parties agree that the Urban Design Brief dated April 2020 (herein referred to as the “**Design Brief**” attached as **Error! Reference source not found.** to this Agreement shall be implemented in the development of the vacant land condominium agreement, including but not limited to, siting and built form, urban design elements, garage protrusions and other design elements.

74.1 The owner acknowledges the following requirements:

74.1.1 private attached garages for residential dwellings shall be located no closer to the front lot line (i.e. edge of the private street right-of-way) than the habitable portion of the porch of the main floor of the dwelling;

74.1.2 for units 36 to 54 inclusive, that front Glendon Drive, opaque fencing surrounding the north entrance and/or north property lines will not be permitted;

74.1.3 for units 1 to 17 inclusive, that front Doan Drive, opaque fencing surrounding the south entrance and/or south property lines will not be permitted;

74.2 The Parties acknowledge that the Municipality is, as a municipality, and its officers and Council are required to exercise statutory authority under the *Planning Act* and under the *Building Code Act, 1992* in connection with building permits and with respect to Official Plan amendments, re-zonings, minor variances, *Planning Act* consents (severances), site plan approvals, approval of subdivisions and of condominiums and any other prerequisites to development and that nothing in this paragraph derogates from nor does it fetter the discretion of the Municipality or its Council or its officers in the exercise of statutory authority under the *Planning Act* or under the *Building Code Act, 1992*.

## CONFLICT OF REQUIREMENTS

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

## EXPENSE OF DEVELOPER

76. 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**

77. 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**

78. 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**

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

### **TIME OF ESSENCE**

80. 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**

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

For the Developer: 2638477 Ontario Limited  
Palumbo Homes  
1055 Sarnia Road  
LONDON, Ontario N6H 5J9

Attention: Marco Palumbo, President

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

ILDERTON, Ontario NOM 2A0

Attention: Clerk

or such other address as may be furnished by such person, and shall be deemed effective, on the business day which it is received, if an email is received after regular business hours it shall be deemed to have been received on the following business day.

#### **ASSIGNMENT**

82. 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**

83. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires* the Municipality; then, such provision shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

#### **NUMBER AND GENDER**

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

#### **INTERPRETATION**

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

#### **BINDING**

86. The covenants, agreements, conditions and 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.

(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.

**2638477 ONTARIO LIMITED**

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

Name: Marco Palumbo

President

I have the authority to bind the company

**MUNICIPALITY OF MIDDLESEX CENTRE**

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

Aina DeViet, Mayor

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

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

James Hutson, Clerk

I/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

Schedule "L" – *Intentionally Deleted*

Schedule "M" - Irrevocable Letter of Credit Format

Schedule "N" - Interim Certificate of Completion of Works

Schedule "O" - Certificate of Completion of Works

Schedule "P" – Asset inventory

Schedule "Q" – Architectural Guidelines

**SCHEDULE "A"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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

**THE LAND**

Block 230, Plan 33M-761 Middlesex Centre being all of PIN 08502-1490(LT)

**SCHEDULE "B"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

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

**2638477 ONTARIO LIMITED**, 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

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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**

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

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: Grading Plan  
Author of Plan or Drawing: MTE Engineers, Scientists, Surveyors  
Sealed by: W. H. Veitch  
Author's Project No.: 42162-500  
Drawing or Sheet Number: C2.1  
Date of Plan or Drawing: April 1, 2019  
Date of Last Revision: August 22, 2020  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901

- 1.2 Title of Plan or Drawing: Servicing Plan  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: W. H. Veitch  
Author's Project No.: 42162-500  
Drawing or Sheet Number: C2.2  
Date of Plan or Drawing: April 1, 2019  
Date of Last Revision: August 22, 2020  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901
- 1.3 Title of Plan or Drawing: Notes and Diagrams  
Author of Plan or Drawing; MTE Engineers, Scientists, Surveyors  
Sealed by: W. H. Veitch  
Author's Project No.: 42162-500  
Drawing or Sheet Number: MS1.1  
Date of Plan or Drawing: April 1, 2019  
Date of Last Revision: August 22, 2020  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901
- 1.4 Title of Plan or Drawing: Landscape Plan  
Author of Plan or Drawing; Monteith Brown Planning Consultants  
Sealed by:  
Author's Project No.: 13-1530  
Drawing or Sheet Number: LS1  
Date of Plan or Drawing: July 2018  
Date of Last Revision: July 2020  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901
- 1.5 Title of Plan or Drawing: Site Plan  
Author of Plan or Drawing; Monteith Brown Planning Consultants  
Sealed by:  
Author's Project No.: 13-1530  
Drawing or Sheet Number: SP1  
Date of Plan or Drawing: July 2018  
Date of Last Revision: July 2020  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901

- 1.6 Title of Plan or Drawing: Photometrics Plan  
Author of Plan or Drawing: MTE Engineers, Scientists, Surveyors  
Sealed by: J. J. Monster  
Author's Project No.: 42612-500  
Drawing or Sheet Number: C2.3  
Date of Plan or Drawing: March 3, 2021  
Date of Last Revision: March 3, 2021  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901
- 1.7 Title of Plan or Drawing: Draft Plan of Vacant Land Condominium  
Author of Plan or Drawing; Monteith Brown Planning Consultants  
Sealed by:  
Author's Project No.: 13-1530  
Drawing or Sheet Number: DPC  
Date of Plan or Drawing: July 2018  
Date of Last Revision: June 2019  
Legal Description; Part of Lot 7, Concession 1  
Municipal Address:  
Planning File No.: 39T-MC-CDM1901

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 streets with granular base and asphalt pavement and concrete curb and gutter in accordance with the current specifications prescribed by the Municipality. The width of (gutter lines) or all streets within the Condominium Plan shall not be less than twenty-eight (28') feet in perpendicular width, all as and where indicated on the Servicing Plans and as otherwise required by the Municipal Engineer. Municipal standards are to serve as a minimum;

however, road designs as prepared by the 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 sufficient 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 said 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.

### **PRIVATE WATERMAINS**

13. 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:
- 13.1 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
    - 13.1.1 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;
    - 13.1.2 the Developer's Engineers have submitted to both the Municipality and to the Municipal Engineer a certification report to the effect that all new private water services have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and MECP Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Engineer; and
    - 13.1.3 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.

- 13.2 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority.
- 13.3 The Developer shall reimburse the Municipality for all related costs.
- 13.4 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:
  - 13.4.1 the *Safe Drinking Water Act* registration number;
  - 13.4.2 the identity of and contact information for the operator of the facility;
  - 13.4.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
  - 13.4.4 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**

14. 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:
  - 14.1 Accompanied with the Interim Certificate shall be a sewer video inspection report and video cassette/disk for private sanitary sewers on the Land.
  - 14.2 If deemed necessary by the Municipal Engineer sewer flushing and/or cleaning and further video inspection shall be undertaken.
  - 14.3 The Developer shall at its sole cost and expense undertake flow monitoring in the sanitary sewer upon request by the Municipality. Failure to complete the flow monitoring required by this section in a form and manner acceptable to the Municipality, acting reasonably, may result in the Municipality fulfilling these requirements with all costs incurred by the Municipality being charged to the Developer under section 67.

#### **PRIVATE FIRE HYDRANTS**

15. 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**

16. 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**

17. The Developer shall topsoil, to a depth of at least 15 centimetres (4.0 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 at a minimum of breast height being 1.37 metres (4.5 feet) 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**

18. 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.

#### **FENCING**

19. The Developer shall construct and install common element fencing generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality and specifically as required by the Municipal Engineer, acting reasonably, and the following provisions shall apply:
  - 19.1 At no time shall opaque fencing be permitted surrounding the north entrance and/or north property lines for units 36 to 54 inclusive;
  - 19.2 At no time shall opaque fencing be permitted surrounding the south entrance and/or south property lines for units 1 to 17 inclusive;
  - 19.3 A 1.2 metre high decorative fence shall be installed along the northerly boundary;

- 19.4 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 board on board or some alternate form of fencing as may be approved by the Municipal Engineer.

#### **UTILITIES**

20. 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**

21. 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**

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

**SCHEDULE "D"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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. 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; and,
  - 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.

#### **PRIVATE WATERMAINS**

5. Private watermains and appurtenances including 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:

- 5.1 All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority;
- 5.2 The Municipality shall be reimbursed for any and all costs it may incur in connection with such testing;
- 5.3 The common element water works shall be considered and treated as plumbing governed by the provisions of the Ontario Building Code Act unless otherwise advised by the MECP;
- 5.4 The connection of the water works to the municipal water supply shall include double backflow valves;
- 5.5 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 MECP at all times and the Municipality shall be provided with:
  - 5.5.1 the *Safe Drinking Water Act*, registration number;
  - 5.5.2 the identity of and contact information for the operator of the facility;
  - 5.5.3 copies of the annual reports to the MECP as and when provided to the Ministry in accordance with the *Safe Drinking Water Act*; and
  - 5.5.4 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**

6. 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:

- 6.1 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.

#### **PRIVATE FIRE HYDRANTS**

7. 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**

8. 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**

9. 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**

10. Street lights 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**

11. The Developer shall construct and install common element fencing generally as proposed on the Servicing Plans and in accordance with then current guidelines and standards prescribed by the Municipality and specifically as required by the Municipal Engineer, acting reasonably, and the following provisions shall apply:

- 11.1 At no time shall opaque fencing be permitted surrounding the north entrance and/or north property lines for units 36 to 54 inclusive;

- 11.2 At no time shall opaque fencing be permitted surrounding the south entrance and/or south property lines for units 1 to 17 inclusive;
- 11.3 A 1.2 metre high decorative fence shall be installed along the northerly boundary;
- 11.4 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 board on board or some alternate form of fencing as may be approved by the Municipal Engineer.

#### **PRIVATE SIDEWALKS**

- 12. 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**

- 13. 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 the Vacant Land Condominium Agreement.

#### **GENERAL MAINTENANCE**

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

**SCHEDULE "E"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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**

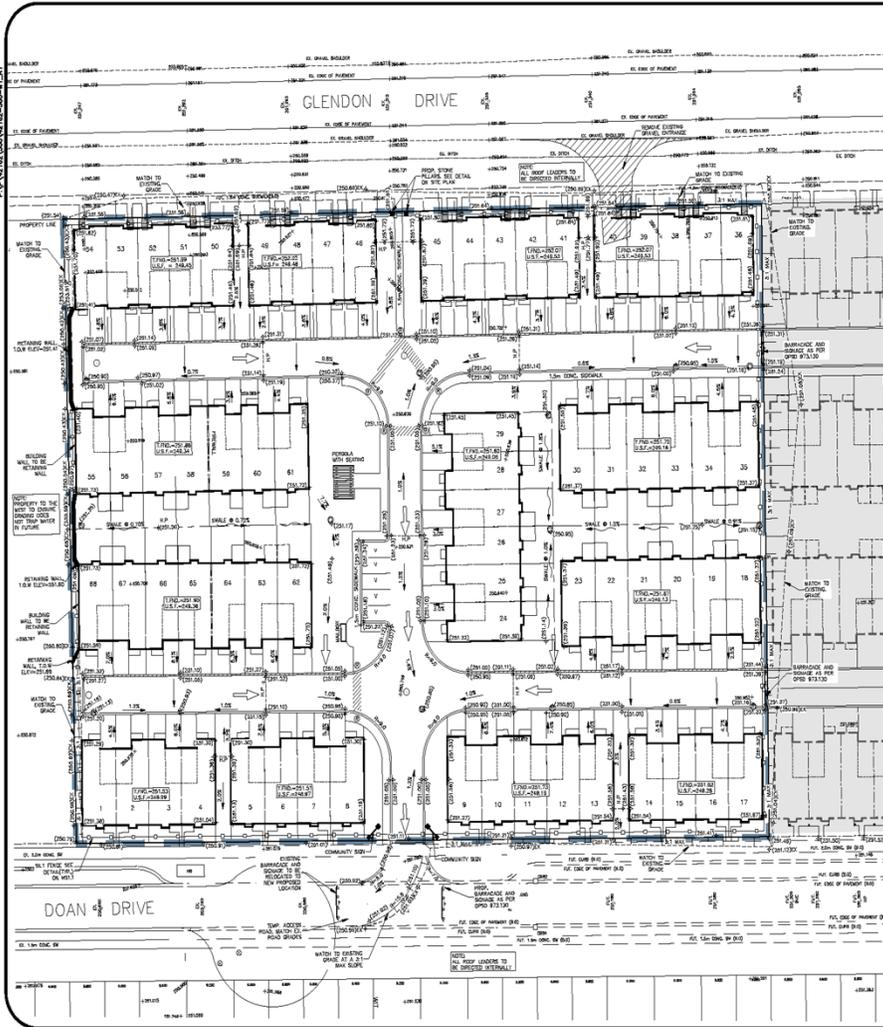
(hereinafter referred to as the "**Municipality**")

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, the following photo reduced copies of the Servicing Plans are provided in this Schedule "E". Full-scale originals of such plans and drawings are maintained by the Municipality and are available from the Municipality for viewing upon request during the Municipality's normal business hours. In the event that the Land Registrar requires the removal of some or all of the following photo reduced copies of the plans and drawings in order for the Agreement to be registered, the Parties agree that such any photo reduced copies required to be removed by the Land Registrar may be removed from the registered copy of the Agreement.

Photo reduced drawings on following page.



**LEGEND**

- SITE BOUNDARY
- EXISTING DRIVE
- PROPOSED SPOT ELEVATIONS
- TOP OF FINISHMENT
- OVERLAYS FLOOR ROUTE
- DIRECTION OF DRIVEWAY/DRIVE
- EXISTING DRIVEWAY/SIDEWALK
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY WITH CURB
- PROPOSED DRIVEWAY WITH VALVE
- PROPOSED DRIVEWAY WITH VALVE
- WATER METER - IN HATCHED AREA
- PROPOSED SIDEWALK
- SIDEWALK RAMP
- PROPOSED CURB (SPIN 60-80)
- PROPOSED SUPER ELEVATED CURB
- LIGHT DUTY SET FENCE

**SEDIMENT CONTROL MEASURES**

- 1.1. DESIGN AND SCHEDULE CONTROL
- 1.2. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND VEGETATION COVER IS ESTABLISHED.
- 1.3. ALL SET BACKS TO BE INSTALLED PRIOR TO ANY OTHER GRADING, EXCAVATION OR DEMOLITION OPERATIONS.
- 1.4. INSTALL SET BACK FENCING PERIMETER OF ENTIRE SITE.
- 1.5. EROSION CONTROL FENCING TO BE INSTALLED WITHIN 5 FEET OF ALL SIDEWALKS.
- 1.6. EROSION PREVENTION TO BE PROVIDED THROUGHOUT ALL DRIVE AND SIDEWALK WORK AREAS.
- 1.7. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- 1.8. MAINTAIN EROSION CONTROL MEASURES DURING ALL PHASES OF CONSTRUCTION.
- 1.9. APPROVAL EROSION CONTROL MEASURES MUST BE PROVIDED AS PER REQUIREMENTS.
- 1.10. CONTRACTOR TO PROVIDE ALL NECESSARY EROSION CONTROL STRUCTURES.
- 1.11. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED SURFACES HAVE BEEN REVEGETATED.
- 1.12. NO ALTERNATE METHOD OF EROSION PREVENTION SHALL BE PERMITTED UNLESS APPROVED BY THE ENGINEER AND IN THE PRESENCE OF THE MUNICIPAL ENGINEER.
- 1.13. ALL COLLECTED SEDIMENT IS TO BE DISPOSED OF AT AN APPROVED LOCATION.
- 1.14. ALL COLLECTED SEDIMENT IS TO BE DISPOSED OF AT AN APPROVED LOCATION.
- 1.15. PREVENT WIND BLOWN DUST.
- 1.16. CONTRACTOR MUST REMOVE WINDROW AND DEMONSTRATION FENCING PRIOR TO COMPLETION OF PROJECT. CONTRACTOR TO MAINTAIN EROSION AND SEDIMENT FENCING THROUGHOUT CONSTRUCTION AND REVEGETATION PERIOD PRIOR TO EACH REWORKING OPERATIONS. REVEGETATION OPERATIONS TO BE COMPLETED BY APPROVED DATE AND REACHED THE CRITICAL POINT AND WILL BE MONITORED BY THE MUNICIPAL ENGINEER TO INSURE FENCING.
2. MAINTENANCE RECOMMENDATIONS
- 2.1. REMOVE SEDIMENT AND CONTAMINANTS AND EXISTING EROSION CONTROL STRUCTURES ACCORDING TO THE DESIGN SHOWN ON THIS PLAN.
- 2.2. THE CONTRACTOR AND OWNER REPRESENTATIVE TO MONITOR EROSION CONTROL STRUCTURES THROUGHOUT CONSTRUCTION AND MAINTENANCE AS PERMITTED TO THE MUNICIPALITY OF WINDSOR.
- 2.3. MUNICIPALITY OF WINDSOR CONSTRUCTION REQUIREMENTS FOR EROSION CONTROL STRUCTURES SHALL BE PROVIDED WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION.
- 2.4. ALL SET BACKS AND DETAILS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPALITY OF WINDSOR CONSTRUCTION REQUIREMENTS FOR EROSION CONTROL STRUCTURES.
- 2.5. ALL SET BACKS AND DETAILS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPALITY OF WINDSOR CONSTRUCTION REQUIREMENTS FOR EROSION CONTROL STRUCTURES.



**CITY OF KOMOKA**

PROJECT: AURA CONDOMINIUMS PHASE 1

GRIDING: 841 Center Cap (ELEV. = 420.081m)

GRIDING: 841 Center Cap (ELEV. = 420.081m)

GRIDING: 841 Center Cap (ELEV. = 420.081m)

**NOTE TO CONTRACTOR:**

BEFORE COMMENCING WORK, THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES TO THE DEEPEST BEFORE PROCEEDING WITH THE WORK.

ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE SPECIFIED.

THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE CONSTRUCTION OF THE CONSTRUCTION TO REMAIN FOR INSPECTION.

**RETAINING WALL NOTES:**

1. CONTRACTOR TO VERIFY EXISTING LOCATIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY EXISTING LOCATIONS PRIOR TO CONSTRUCTION.
3. RETAINING WALL SHALL BE CONSTRUCTED BY A REGISTERED ENGINEER. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY DETAILS AND SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CONSTRUCTION TO REMAIN FOR INSPECTION.
4. ENGINEER SHALL PROVIDE INSPECTION DURING CONSTRUCTION.

NO.	REVISION	DATE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**MTE**

Engineers, Scientists, Surveyors

819-244-6610

www.mte.com



**OWNER:** PALUMBO DEVELOPMENTS INC.

**PROJECT:** AURA CONDOMINIUMS PHASE 1

**DATE:**

**GRADING PLAN**

Project Manager: B. VETCH

Project No: 42163-500

Drawn By: JAC

Checked By: JAC

Drawn By: JAC

Checked By: JFF

Date: Apr 21/19

Scale: 1:500

Sheet 1 of 3













**SCHEDULE "F"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

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

**2638477 ONTARIO LIMITED**, 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

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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:

Subdivision Agreement ER1216773 (Jan 21,2019) Kilworth Heights West Ltd.

Charge ER1296456 (April 6,2020) The Toronto-Dominion Bank

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

**SCHEDULE "H"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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 2638477 Ontario Limited and the Municipality of Middlesex Centre dated the \_\_\_\_th day of \_\_\_\_\_, 2021 pertaining to the Land (the "**Vacant Land Condominium Agreement**")

For the sum of one (\$10.00) 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, 2638477 Ontario Limited 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 ●, Concession ●, Geographic Township of Lobo now in the Municipality of Middlesex Centre being PIN ●(LT), designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx 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 has a good and valid easement on the terms set out in Instrument No. ER \_\_\_\_\_ free and clear of all liens or other registered encumbrances.

A good and valid \_\_\_\_\_ Easement over Part of Lot ●, Concession ●, Geographic Township of Lobo now in the Municipality of Middlesex Centre being PIN ●(LT), designated as Parts \_\_\_\_\_ on Plan 33R-xxxxxx 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 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

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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 2638477 Ontario Limited and the Municipality of Middlesex Centre dated the \_\_\_\_th day of \_\_\_\_\_, 2021 pertaining to Middlesex Vacant Land Condominium No.

**Easements transferred to a Utility**

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

**SCHEDULE "J"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March, 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March, 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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

FROM: MTE Consultants  
123 St. George Street  
London, ON N6A 3A1

Consulting Engineers to 2638477 Ontario Limited

Re: Vacant Land Condominium Agreement between 2638477 Ontario Limited and the Municipality of Middlesex Centre and dated the \_\_\_\_th day of \_\_\_\_\_, 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 2638477 Ontario Limited 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 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;

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 abovementioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from 2638477 Ontario Limited

In connection with the Servicing Plans attached to the Vacant Land Condominium Agreement, MTE 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, and Her Majesty the Queen in right of the Province of Ontario as represented by the MECP, 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

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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 "M"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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, 2638477 Ontario Limited, 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 ●, 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 \_\_\_\_\_, 202 subject to the condition hereinafter set forth.

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

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

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

**SCHEDULE "N"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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**") have been constructed and installed pursuant to and in accordance with the Vacant Land Condominium Agreement (hereinafter referred to as the "**Vacant Land Condominium Agreement**") dated the \_\_\_\_ day of \_\_\_\_\_, 2021 and registered as No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021:

- (1) the underground services to be constructed and installed as part of the Works, as defined in the Vacant Land Condominium Agreement, have been completed;
- (2) all utilities to be constructed and installed as required by section 29 of the Vacant Land Condominium Agreement have been completed;
- (3) all street signs and regulatory signage to be constructed and installed as required by the Vacant Land Condominium Agreement have been completed;
- (4) all street lights to be constructed and installed 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 to be constructed as part of the Works, as defined in the Vacant Land Condominium Agreement, has been completed;

I certify also that the Completed Services have been:

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

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

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

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

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

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

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

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

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

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

**SCHEDULE "O"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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 \_\_\_\_th day of \_\_\_\_\_, 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 accordance with the plans and specifications approved by the Municipality.

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

---

Professional Engineer

**SCHEDULE "P"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

**2638477 ONTARIO LIMITED**, 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

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- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

**ASSET INVENTORY**

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

**SCHEDULE "Q"**

to

THIS VACANT LAND CONDOMINIUM AGREEMENT made this \_\_\_\_ day of March 2021.

B E T W E E N:

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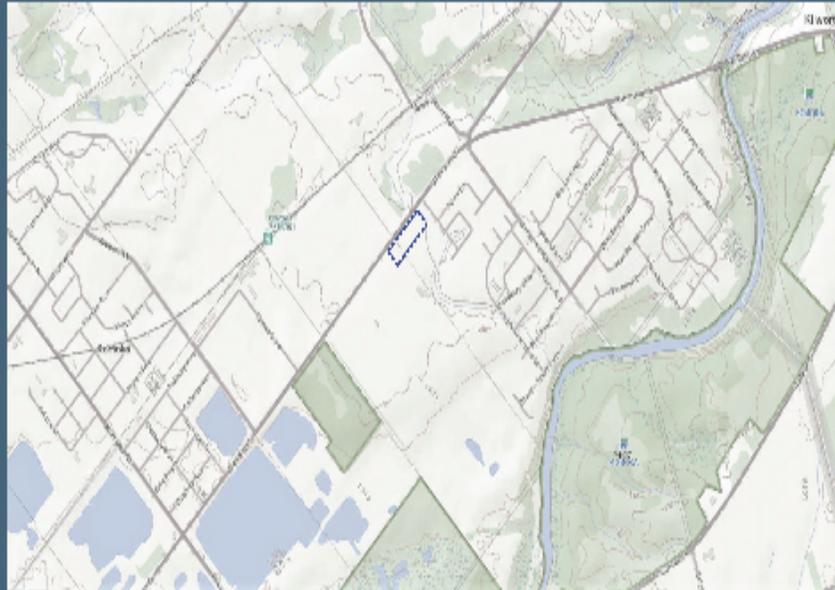
**URBAN DESIGN BRIEF**

**See following pages.**

# Urban Design Brief

## Kilworth Heights West Condos

Part of Lot 8, Concession 1, Part 2 Plan 33R-20294  
And Block 230 Plan 33M-761



April 2020



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# Introduction

## i. Purpose

Monteith Brown Planning Consultants (MBPC) was retained by 26384477 Ontario Ltd. (c/o Marco Palumbo) to prepare an Urban Design Brief for the development of the Medium Density Block 549 (39T-MC1301) in the Kilworth Heights West Subdivision known legally as Block 230 Plan 33M-761 and Part of Lot 8, Concession 1, Part 2 Plan 33R-20294 respectively.

The intent of this brief is to analyze the site and its context within the surrounding community, identify key issues and opportunities, and provide guidance on the preferred design for the site, while having regard to the relevant planning and design documents including the Middlesex County Official Plan, the Municipality of Middlesex Centre Official Plan, the Komoka-Kilworth Secondary Plan, and the Municipality of Middlesex Centre Zoning By-Law and Urban Design Policies.

Figure 1 – Aerial Photo of Subject Site



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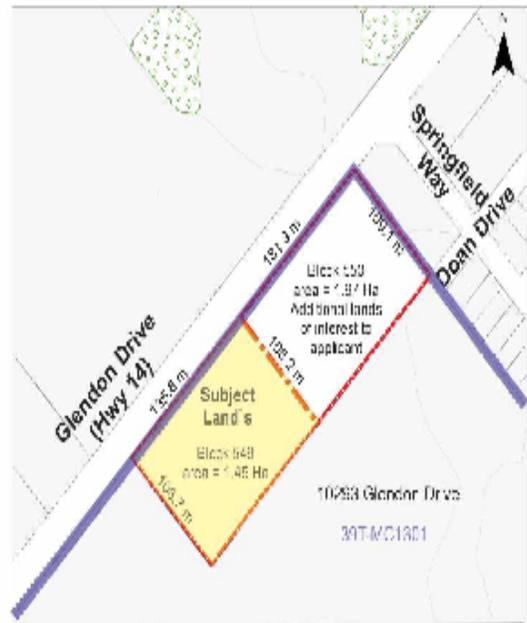
## ii. Site Description

The subject lands are rectangular in shape, located on the south side of Glendon Drive (Hwy 14) in the west end of Kilworth. The parcel size is approximately 1.45 Ha in size and the land is mostly flat, was used for field crops and are part of the approved Kilworth Heights West Subdivision which fronts Glendon Drive. The extension of Doan Drive will provide vehicular access to the subject lands because access is restricted by a 1 foot reserve along Glendon Drive.

### Site Characteristics

- Site Area: 1.45 Ha (3.58)
- Frontage on Glendon Drive: 135.8m
- Lot depth: 106.7m on west side  
108.2m on east side

Figure 2 – Subject Lands



### iii. Development Vision

The development proposal envisions a medium-density residential community comprised of two separate adjacent development blocks within the evolving Kilworth Heights West subdivision. The lands along Glendon Drive and are currently used for field crops and designated for medium density residential development. The applicant intends to build a variety of town house styles on the subject lands addressing the public street on the north and south sides and providing internal private roads for vehicle access to each garage, not visible from the public roads.

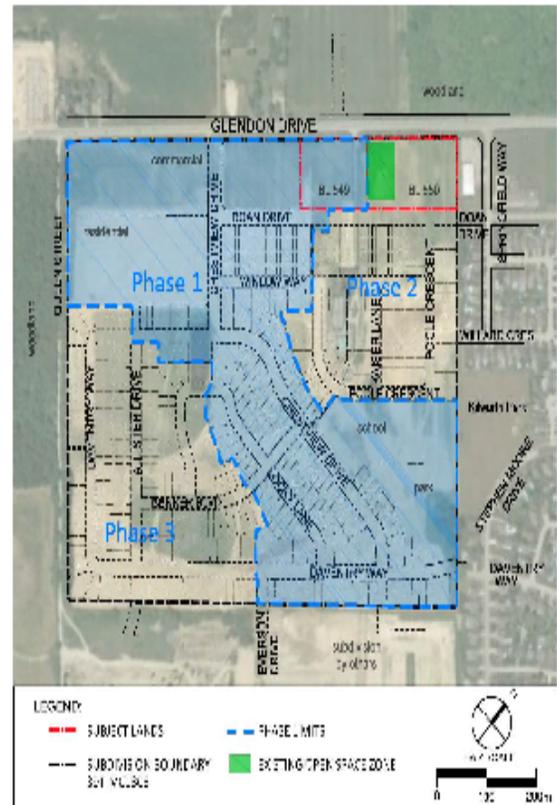
Block 549 is located within Phase 1 of the subdivision which is nearing construction of the extension of Doan Drive needed in order to access the site. Phase One is proposed to begin west of the subject lands from Glendon Drive with the construction of Crestwood Drive – a planned collector road.

A portion of the subject lands are zoned OS6 as a result of an Archaeological Study completed for the subdivision identified items for review. These items have since been completely removed from the site and documented with the province. A Zoning Amendment application filed concurrently is requesting residential development be permitted on these lands.

The proposed number of units in Phase 1 (Block 549) is 68 units and Phase 2 (Block 550) is conceptually 89 units for a total of 157 units. The proposal includes three dwelling types with designs for two storey townhouse, reversed frontage two storey townhouse and reserved frontage three and a half storey townhouse facing Glendon Drive. The predicted population of the completed development is roughly 378 people.

The proposed massing of the dwellings along Glendon Drive are between four to five units per building. The proposed two-storey townhouse dwellings located in the interior of the subject lands contain between four and seven units per building. Finally, the reversed frontage townhouse facing Doan Drive have a proposed massing of 4 to 5 units attached with driveways on the opposite side, inside the site.

The proposed development will strengthen the community of Kilworth by increasing the availability of medium-density residential dwellings in the Kilworth-Komoka area within a reasonable walking or driving distance from institutional, recreational, park and open space, and employment land uses.



**Proposed Development Characteristics**

- Continuous street edge along Doan Drive and Glendon Drive
- Pedestrian circulation through the site
- Enhanced streetscapes with building edge and landscaping
- Variety of dwelling styles proposed on site
- Amenity areas with centralized mailboxes
- Visitor parking
- Grid system road network (Private)
- Single car garage for each unit
- Doan Drive to have 'on-street' parking
- Garage hidden from public roads

- The road network has been designed in a grid pattern to maximize walkability, provide snow storage and permit emergency vehicles

**Predicted population**

Site	Number of Units	Average Persons / Unit	Population Prediction
Block 549	68	2.4	164
Block 550	89	2.4	214
		<b>Combined Total</b>	<b>378</b>

**Proposed Development Features**

- The Site Plan design allows pedestrian access from Glendon Drive connecting to the interior of the subject lands and through to Doan Drive on each development Block.
- 'a' unit is the 'Reversed Frontage Townhouse' on Doan Drive where street parking is proposed and pedestrian access to the dwellings is provided and vehicle access and amenity space is provided on the north side of the dwellings.
- 'b' unit is the 'Traditional Townhouse' with back yard & front yard depth of 6m are proposed for the interior of the subject lands.
- 'c' unit is the 'Reversed Frontage 3.5 Storey Townhouse' dwellings adjacent to Glendon Drive are 3 storey on the southside where the driveway and garage are located and 3.5 storey on the north side facing Glendon Drive.
- Private outdoor amenity area provided on second floor balcony for 'c' units as well as the entrance way at grade totals approximately 32m<sup>2</sup>.
- Wood privacy fence adjacent to commercial uses.
- Decorative fencing and landscape between Glendon Drive and the north façade of the 'c' units.
- Each development block has its own centrally located amenity area with features for seating, mailbox shelter and decorative hardscapes.
- Each townhouse has private outdoor amenity area as well as shared space located in central areas of each block.

Figure 4 – Proposed Site Plan with Priority Lots



# Section 1

This section identifies the design goals and objectives of the proposed development, provides an analysis of relevant planning and design documents and details a spatial analysis of the subject site.

## 1.1 Design Goals and Objectives

The design goals and objectives of the proposed development include:

- Develop a site that is designated and zoned for development
- Increase the range and mix of housing types available in the community
- Complement the planned mixed-use "Village Centre" along Glendon Drive
- Tie into pre-planned development with higher residential densities along Glendon Drive
- Conform to the policies in the Official Plan and Zoning By-Law
- Provide a functional road design for vehicular travel to and from the subdivision
- Minimize negative impacts on adjacent land uses

The proposed residential development provides new housing options for Komoka-Kilworth residents, especially for young persons and first-time home-buyers, empty-nesters, retirees and seniors. The design of the proposed townhouses facing onto Glendon Drive will incorporate an "eyes-on-the-street" approach with windows, exterior doors, and front step, which contribute to an attractive and safe pedestrian-oriented streetscape. The character, sense of scale, exterior materials and colors of the proposed townhouses will be compatible with nearby low-rise residential development.

## 1.2 Design Response to Municipal Documents

### 1.2.1. Municipality of Middlesex Centre Official Plan

The subject lands are currently designated as 'Medium-Density Residential' on Schedule 'A-2' of the Municipality of Middlesex Centre Official Plan. The 'Medium-Density Residential' designation permits net densities ranging from 20 to 50 units per hectare. Housing within Medium-Density Residential areas should "provide for a diverse mix of multi-unit housing forms and choices to accommodate the needs and lifestyles of people at different stages throughout their life". Development located along Glendon Drive should "provide for building orientation, façade and landscape treatments that

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create an attractive streetscape, and all driveways access from internal local road." Houses should be oriented towards Glendon Drive, and back-lotting is strongly discouraged.

Schedule 'B' of the Official Plan does not show any Areas of Natural or Scientific Interest or Significant Woodlands on the subject lands. Schedule 'C' does not show any Hazard Lands on the subject lands. Glendon Drive (County Road 14) is identified as a County Road on Schedule 'D', the Transportation and Utilities Plan.

See Planning Justification Report prepared in June 2019 for more details.

### 1.2.2. Komoka-Kilworth Secondary Plan

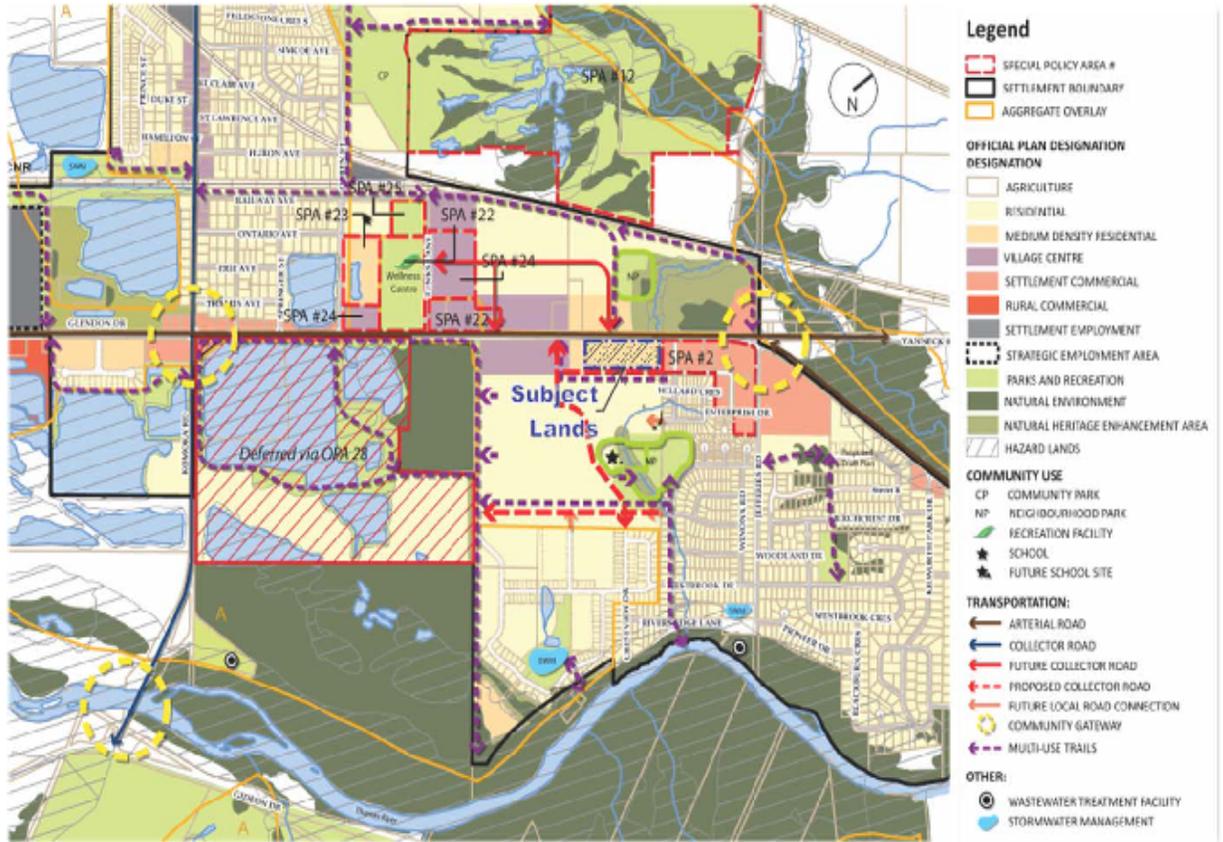
The Komoka-Kilworth Secondary Plan is contained within the Municipality of Middlesex Centre Official Plan, and outlines objectives and policies for development within the area shown on Schedule A-2. The intention of the Secondary Plan is to "establish a balanced mix of land uses servicing key functions of a complete and vibrant community, including housing, local businesses, employment, schools, recreation facilities, and parks and open space" (Sec. 5.7.1).

The proposed development is located immediately to the east of the 'Village Centre', which is intended "to function as a centrally located traditional village main street providing a focal point and destination area for community gathering and identity, social interaction, local businesses and civic activity" (Sec. 5.7.3).

Glendon Drive is envisioned as a "traditional village main street with street-oriented, mixed-use buildings to promote the unity of Komoka and Kilworth" (Sec. 5.7.1). It is anticipated that Glendon Drive will be upgraded to a four-lane urban arterial road in the future to accommodate high volumes of local and regional traffic (Sec. 5.7.12).

The lands adjacent to the west of the subject lands are in the 'Village Commercial Zone' in the Middlesex Centre Zoning By-Law and more specifically, the C1-15 zone permits a variety of commercial uses. The Komoka-Kilworth Secondary Plan illustrates those lands as Medium Density Residential. The adjacent land's zone supersedes the secondary plan designation.

Figure 5 – Excerpt from Schedule A-2: Komoka-Kilworth Urban Settlement Area and Secondary Plan



### 1.2.3. Municipality of Middlesex Centre Municipal Urban Design Policies

Section 6 of the Municipality of Middlesex Centre Official Plan contains the Municipal Urban Design Policies, which support the general goal of preserving and enhancing the Municipality's "village-scapes" through appropriate and positive settlement design. The following policies have been identified as being applicable to the proposed development:

#### 6.1 Settlement Areas:

b) To ensure that new development is designed in keeping with the traditional character of existing settlements, in a manner that preserves the traditional "village scape", and enhances the sense of place within the Municipality and the community image of existing settlement areas.

- The proposed development will enhance the sense of place along Glendon Drive and relate well to the planned "Village Centre" located west of the subject lands.
- Units facing Glendon Drive will be 3.5 storey, mimicking a multi unit dwelling.
- The three-storey townhouses are proposed to be located along Glendon Drive, with the two-storey townhouses located in the interior of the subdivision, adjacent to future low-density residential development.

c) To promote efficient and cost-effective development patterns that minimize land consumption. Compact settlement form and intensification will be encouraged.

- Townhouses are a type of efficient, cost-effective, and compact residential development. Grouping four to seven dwelling units in one building reduces the amount of land required for side yard setbacks.
- The proposed development makes efficient use of the land available, while still providing adequate outdoor amenity space and landscaped open space.

#### 6.2 Design Policies – Plans of Subdivision:

a) This Plan strongly encourages subdivision design that considers, and wherever possible continues, existing and traditional street patterns and neighbourhood structure. Neighbourhood patterns are encouraged to provide clearly defined neighbourhood centres and edges where appropriate. Design should emphasize connectivity and multiple route choice for pedestrians, cyclists and automobiles.

- The subdivision design will accommodate and connect to two planned public streets: the Doan Drive extension and Poole Crescent to the south.
- Two entrances to the subdivision are proposed to be located along the Doan Drive extension.
- Doan Drive will provide access to Kilworth businesses to the east, as well as Glendon Drive (via Springfield Way).

- Poole Crescent will provide access to future low-density residential development to the south.
- Pedestrians will be able to access the subdivision from Doan Drive or Glendon Drive.
- Neighbourhood edges are proposed to be defined via privacy and wrought-iron type fencing.

d) At the Municipality's discretion, residential proponents may be required as part of a complete application to submit design guidelines with plan of subdivision applications, establishing how the policies of Section 6.0 have been considered and addressed. Such guidelines may also be required to address related issues of residential streetscaping, landscaping, setbacks, garage placement, and architectural treatment

- This Urban Design Brief addresses the policies of Section 6.0, as well as the Municipality of Middlesex Centre Settlement Area Urban Design Guidelines.

e) Designs that establish reverse lotting on Municipal roads, or require features such as noise attenuation or privacy fencing, are discouraged. Wherever possible, new residences will be oriented toward streets or parks.

- The proposed development does not include any reverse lotting
- The proposed townhouses will be oriented towards Glendon Drive and the future Doan Drive extension, with wrought iron style fence providing separation between the development and municipal roads.
- Townhouses in the interior of the subdivision will be oriented towards the proposed roads.
- Privacy fencing has been minimized & to be provided along the east and west edges of the medium density designations for privacy from Commercial uses.

#### 6.3 Design Policies – Site Plans and Infill Developments

c) A high quality of site design and architectural design is encouraged for new commercial, industrial and medium density residential developments, in keeping with the physical character of the settlements. Setbacks, massing, location of parking, architecture and so on will be considered carefully to promote developments compatible with existing development and character. Parking areas should be de-emphasized through appropriate placement and through well designed landscaping.

- Resident parking is proposed to be accommodated through individual garages and approximately 6-metre-deep spaces in front of each garage.
- parking spaces for visitors are proposed, located in discrete groups beside amenity and landscaped areas.
- Shrubs and street trees are proposed to de-emphasize the visual impact of parking areas.

#### 6.4 Design Policies – Streetscapes and Public or Semi-Public Realm:

d) *Appropriate and traditional residential streetscaping, street design, and residential unit design is encouraged in the context of new plan of subdivision applications. Residential unit design includes issues of setback, garage placement, and architectural detailing.*

- The proposed development incorporates traditional residential streetscaping, with uniform setbacks, accentuated front entrances, street trees, and landscaping.

#### 1.2.4. Municipality of Middlesex Centre Settlement Area Urban Design Guidelines

##### 4.1 Design Objectives for New Residential Neighbourhoods:

###### a) *Design of safe, attractive, and energy-efficient neighbourhoods*

- Townhouses can be more energy-efficient than single-detached homes, as each unit only has two or three exterior walls, which minimizes exposure to the elements and helps contain heat energy.
- The proposed development will use high-quality building materials to create attractive buildings.
- Provides eyes-on-the-street and visual connections through the site.
- Development concept allows for future connections to the east for flexibility.

###### e) *Design of safe, quiet, tree-lined streets that provide visual variety and de-emphasize the presence of cars and garages as a dominant element in the streetscape*

- The proposed design includes the provision of shade trees and shrubs along County and municipal roads, which will contribute to a pleasant pedestrian environment and de-emphasize any presence of cars and garages within the streetscape.

##### 4.2 Urban Design Guidelines for Residential Architecture:

###### b) *The individual and collective design of houses shall support a sense of scale that is appropriate to the scale of the street and its landscaping*

- The proposed development conforms to the Municipality of Middlesex Centre Official Plan policies regarding medium-density residential development adjacent to Glendon Drive.
- A sense of scale between Glendon Drive and the 'c' unit facades is maintained at a human scale where the building edge is roughly 15m to the travelled road.
- Planting pyramidal shaped ornamental trees on private property where space is limited and the mature tree heights are similar to the building heights to provide a sense of scale between the street and landscape.

##### 4.2.1 Design Objectives for Residential Architecture

###### a) *The architectural design of housing will support an eyes-on-the-street approach to the design of streetscapes;*

- Site Plan proposed a friendly streetscape for eyes-on-the-street approach.

###### d) *The design of houses shall de-emphasize the visual dominance of garages in the streetscape;*

- Proposed layout of site diminishes the visual prominence of the garage within the streetscape.

##### 4.2.3 Design Principles for Visual Variety

###### a) *A variety of compatible, traditional and innovative architectural designs and styles;*

- Proposed development includes a variety of attractive and cost effective contemporary and traditional building designs.

###### c) *A range of complementary materials and colours appropriate to the styles and characteristics of the house designs;*

- The contemporary colors articulate the buildings design features.

##### 4.2.4 Massing and Rooflines

###### c) *Roof materials should be appropriate in colour, pattern and texture to the design and architectural style of the house*

- Roof materials are complementary to the building colors with black asphalt shingles

###### d) *Roof vents should be coloured to match roofing material. Plumbing and heating vents should be located away from public view where possible*

- Roof vents will be coloured to match roofing materials.
- Plumbing and heating vents will be located on the side or rear roof of each townhouse

###### f) *Roof slopes should be appropriate to the architectural style of the house. In the design of houses with multiple visible roof slopes, the appearance of these roof slopes shall be complimentary*

- Each building will have a hipped roof.

###### g) *The junction between roof and wall is a visually important detail. An appropriate dimension should be provided above window heads to allow for a frieze board of appropriate proportions on all elevations exposed to public view.*

- Unit 'a' on Doan Drive elevations is 33cm to top of unit
- Unit 'c' on Glendon Drive elevations is 45cm to top of unit

#### 4.2.5 Windows as a Design Element

a) The articulation of lintels at window heads and window sills is encouraged on elevations that are exposed to public view. The articulation of these design elements should be consistent with the architectural style of the house;

- See Section 2 elevations for details figures 18 to 24.

b) Additionally, windows that are exposed to public view are encouraged to be an appropriate quality, ideally casement style, single or double hung;

- Publicly exposed windows are proposed to be modern contemporary awning casement style.

d) In the design of front elevations or visible flankage elevations such as on a corner lot, additional consideration should be given to the scale and location of windows to support an eyes-on-the-street approach to the design.

- See Section 2 Figures 20 to 24 for enhanced side yard unit elevations located on the most visible end units.

#### 4.2.6 Colors and Materials

a) The selection of wall cladding materials should be appropriate to the specific architectural style of the house. Appropriate cladding materials may include brick, cultured stone, stucco, and frame-style siding;

- The proposed materials cladding the house are Brick veneer, Hardie Lap Siding and Hardie channel panel for a contemporary architectural style.

b) Elevations should be designed to collectively provide a varied visual experience along community streets while remaining compatible in quality and level of detail;

- Varying materials on upper storeys frame the large windows.

c) In general, the use of materials should be consistent on all elevations. Changes in materials should occur at natural locations such as at gable ends and not at building corners;

- Varying materials set the base aside from the upper storeys.

#### 4.2.7 Porches and entry elements

a) Front porches and verandas are encouraged to be included in the design of all houses where appropriate to the specific architectural style of the house;

- All units have a covered porch

b) Front porches shall be of a useable dimension, allowing for the placement of appropriate outdoor furniture and adequate circulation;

- Unit 'c' fronting Glendon Drive has a covered porch facing the road with space for a chair. The second floor veranda has more space for furniture.

d) The design of all front porches shall be architecturally consistent with the design of their houses;

- A cantilevered covered porch on units 'a' and 'b' is architecturally consistent with the contemporary design of the house and on unit 'c' the same architectural element is repeated on the next storey.

e) The dimensions of columns used for the support of porch roofs shall be visually appropriate to the scale, dimension and style of the porch;

- The proposed columns on unit 'c' facing Glendon Drive are visually proportionate. See Figure 23 below.

g) Porch railings shall have a top and bottom railing, and pickets of a visually appropriate dimension.

- There are railings proposed at the top and bottom.

#### 4.2.8 Architectural Integration of Garages

a) The massing of the habitable portions of the house and the entry elements shall be the visually dominant elements of the house

- Single car garages are provided for each unit but not visible from the street Public Streetscape whereas pedestrian entrances are the focus.

b) Garages attached to the fronts or sides of houses or townhouses shall not project more than 2.4m (8ft.) beyond the face of the main front wall of the house on the first floor.

- The attached garages have minimal projections.

#### 4.2.9 Placement of Utilities and Mechanical Equipment

a) Vents for such appliances as dryers, furnaces, fireplaces, and hot water heaters shall not be located on the front elevation;

- Vents for appliances will be on the roof and not visible from the front elevation

b) Appliances such as ground-mounted air conditioners shall be located and screened with landscaping from exposure to public view.

- Ground mounted air conditioners will be screened with landscape from public view.

c) Hydro meters and gas meters are encouraged not to be located on front elevation, but where this is not possible, they shall be architecturally integrated into the design of the elevation and screened with landscaping as required. The location and visual solution for these details shall be indicated at the design concept stage. The location and treatment of these utilities shall meet all requirements of utility providers.

- As per the elevations in Section 2, the hydro and gas meters are located on the side yards.

#### 4.5 Community Mailboxes

a) It is important to site these facilities so as to not conflict with the use and enjoyment of adjacent residential facilities. Community mail boxes should be located in areas providing on-street parking and adequate street lighting to promote safe use.

- The mailbox is located in the center of the site with parking adjacent.

c) The immediate area surrounding community mail boxes should include paved hard surfaces. Surfaces other than asphalt is preferred.

- There is a hard surface adjacent to the mailbox proposed as brushed concrete for slip resistance.

#### 4.6.1 Privacy Fencing

b) To achieve an attractive human scale, it is recommended that all privacy fences be a maximum of 1.8m high;

- The west side of development proposes a 1.8m high board privacy fence.

#### 5.1 Design Objectives for Multiple Dwellings

a) The design, siting and massing of medium density housing shall promote a character and sense of scale that is compatible with other low rise residential housing types;

- Design similar to low-density single-detached dwellings

b) The individual and collective design and siting of medium density building types shall encourage an attractive and safe pedestrian environment and promote an eyes-on-the-street approach to the design of streetscapes;

- The proposed townhouses facing on to Glendon Drive and Doan Drive provide the eyes on the street.
- The three-storey townhouses are designed with a second floor balcony above the garage and entrance to provide out eyes on the interior streets as well.

c) The individual and collective design of buildings shall support a sense of scale that is appropriate to the scale of the streetscape and its landscaping;

- The Municipality of Middlesex Centre Official Plan supports the development of medium-density dwellings on the subject lands.
- The three and a half storey townhouses are proposed along Glendon Drive, and stepping down to two-storey townhouses to the south and adjacent to the future residential development south of Doan Drive.
- The will not be individual driveways rather direct pedestrian entrances into the townhouse units.

d) The design of buildings shall encourage a sense of integration between buildings and the streetscape through the inclusion and appropriate articulation of such elements as front porches and bay windows;

- Each unit has a front porch and large bay like windows.

e) Designs for buildings will de-emphasize the visual dominance of garages and parking in the streetscape; and

- Pedestrian doors located on the street rather than garages, to de-emphasize visual prominence of garages from the street.
- Visitor parking spaces will be surrounded by landscaping, shrubs and centrally located.

f) In the design of a block townhouse development that contains frontage onto a public street, buildings shall be oriented to face and address onto the public street through their design massing and the locations of main building entrances.

- Buildings face and address the public streets.

#### 5.3 Materials and Colors

a) In view of the visual prominence of these buildings, attention shall be paid to the selection and materials and the colors of finishes visible on building elevations.

b) The use of architectural stone or precast concrete details is encouraged where appropriate and consistent with the overall architectural style and design of the building.

c) The selection of cladding materials and colors shall be complementary to the existing adjacent buildings in the neighbourhood.

- There are not any adjacent buildings yet in the area.

d) Changes in cladding materials should occur at expected locations, such as changes in building massing.

- Colors are contemporary with dark greys with accents of black and white as follows;
  - Asphalt shingles – black
  - Prefinished aluminum eavestrough, fascia and soffit
  - Brick veneer – charcoal
  - Hardie Lap Siding – rich espresso
  - Hardie channel panel – white smoke
  - Hardie channel panel – black ash
  - Precast concrete sill
  - 12" Hardie channel band- rich espresso

#### 5.6 Fencing

The principal form of fencing that may occur in multiple unit block developments is privacy fencing. Privacy fencing should not be obtrusive, presenting long unattractive blank board walls to the streetscape. Likewise, privacy fencing should not interfere with a view of attractive front or flankage building elevations. The design and siting of privacy fences should have regard for the quality of the streetscapes.

- Wrought-iron type fencing along Glendon Drive
- 1.8m high privacy fencing adjacent to commercial use on west side

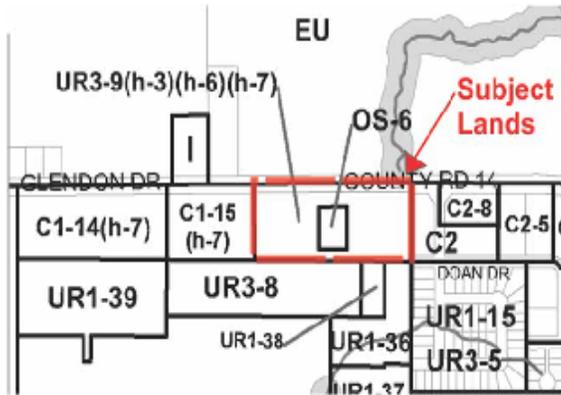
1.2.5. Municipality of Middlesex Centre Zoning By-Law

The majority of subject lands are zoned as Urban Residential UR3-9 (with h-3, h-6, and h-7 Holding provisions), with a portion of the land in the middle of the parcel zoned as Open Space 6 ("OS-6") in the Municipality of Middlesex Centre Zoning By-law.

The UR3-9 medium-density zoning permits multiple-unit dwellings and townhouse dwellings, with a minimum lot area of 240 m<sup>2</sup>. The Zoning By-law defines 'townhouse dwelling' as 'a dwelling divided vertically into three or more dwelling units with a maximum of eight units, each of which has independent entrances to the front and rear yards or front and side yards', and 'multiple unit dwelling' as 'a dwelling, designed and used as, or intended to be used as, four or more separate dwelling units'. According to the UR3-9 zone requirements, the Glendon Drive frontage shall be developed exclusively for multiple-unit dwellings, and all parking areas and driveways shall be prohibited on the portion of the land between Glendon Drive and the north façades of buildings adjacent to Glendon Drive. A zoning amendment has been submitted concurrently to permit a 3 storey townhouse unit that mimics a multiple unit dwelling along the Glendon Drive frontage.

A portion of the subject lands are zoned as Open Space 6, which does not permit buildings or structures or grade alteration. The area was zoned OS-6 to protect two archaeological sites until a Stage 4 archaeological mitigation was complete. The two sites with archaeological potential have now been completely excavated and removed, so the two sites no longer retain cultural heritage value or interest.

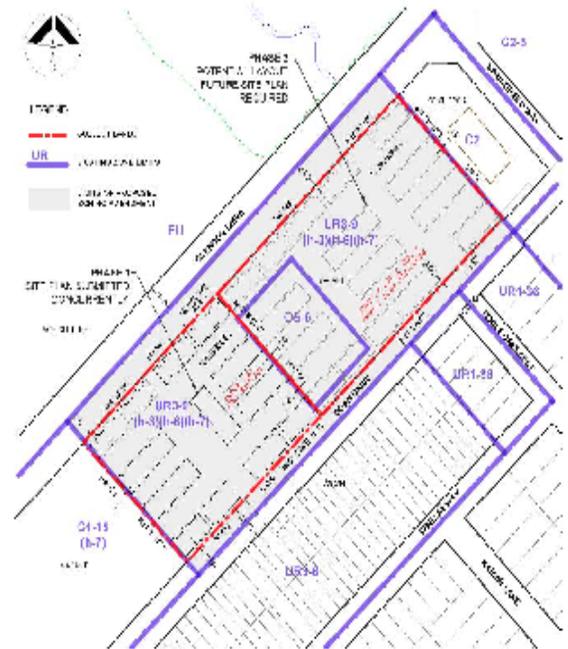
Figure 6 – Existing Zoning



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Now that the Stage 4 assessment is complete, the OS-6 part could be rezoned to permit residential development as the Open space zone lands have no frontage on a public street and are not required as public parkland for the subdivision as Optimist Park exists to the southeast with plans to expand that parkland into the Kilworth Heights subdivision.

Figure 7 – Proposed Zoning



### 1.3 Spatial Analysis

This spatial analysis section reviews the regional Spatial Analysis and the Site Spatial Analysis in the Komoka-Kilworth area.

#### 1.3.1. Regional Context

A regional analysis was conducted around the subject lands at a 400 and 800 metre radius as illustrated in Figure 12. This Figure identifies the location of the subject site within the urban settlement area of Komoka-Kilworth and within the approved Kilworth Heights West Subdivision known as 39T-MC1301.

The subject lands are located within the 400 metre radius of the existing Kilworth Optimist Park (southeast) and future 2.3 Ha enlargement of the park through the Kilworth Heights West Subdivision development. Next to the parkland is a potential school location in a 2 Ha Block within the approved subdivision.

There are commercial uses along Glendon Drive with automotive uses to the east and a new commercial centre to the west which includes a Foodland and LCBO among others. The Kilworth Business Park to the east, along Jefferies Road includes a wide variety uses for office, commercial and light industrial. Businesses include: Day Care, Bakery, Dance Studio, Chocolatier, Dentist Office, Accountants Office, Insurance Consultants, Animal Clinic and D & S Pianos

Businesses on Doan Drive include SEND International and JPW Systems (Door Architects), Cambridge Environmental Prods and My Storage Space self-storage.

FireRock Golf Club is located to the northeast, past the railway tracks where the land to the north is predominantly used for agricultural purposes with a residential dwelling and a church along the west end of the subject lands and a significant woodland towards the east edge.

The site is located within the 800m radius of the Komoka Wellness Centre and Komoka Library (to the west), and Kilworth Park is located within 400m radius.



Figure 8 – Komoka Wellness Centre and Library (Glendon Drive)



Figure 9 – Kilworth Business Park (Jefferies Road)

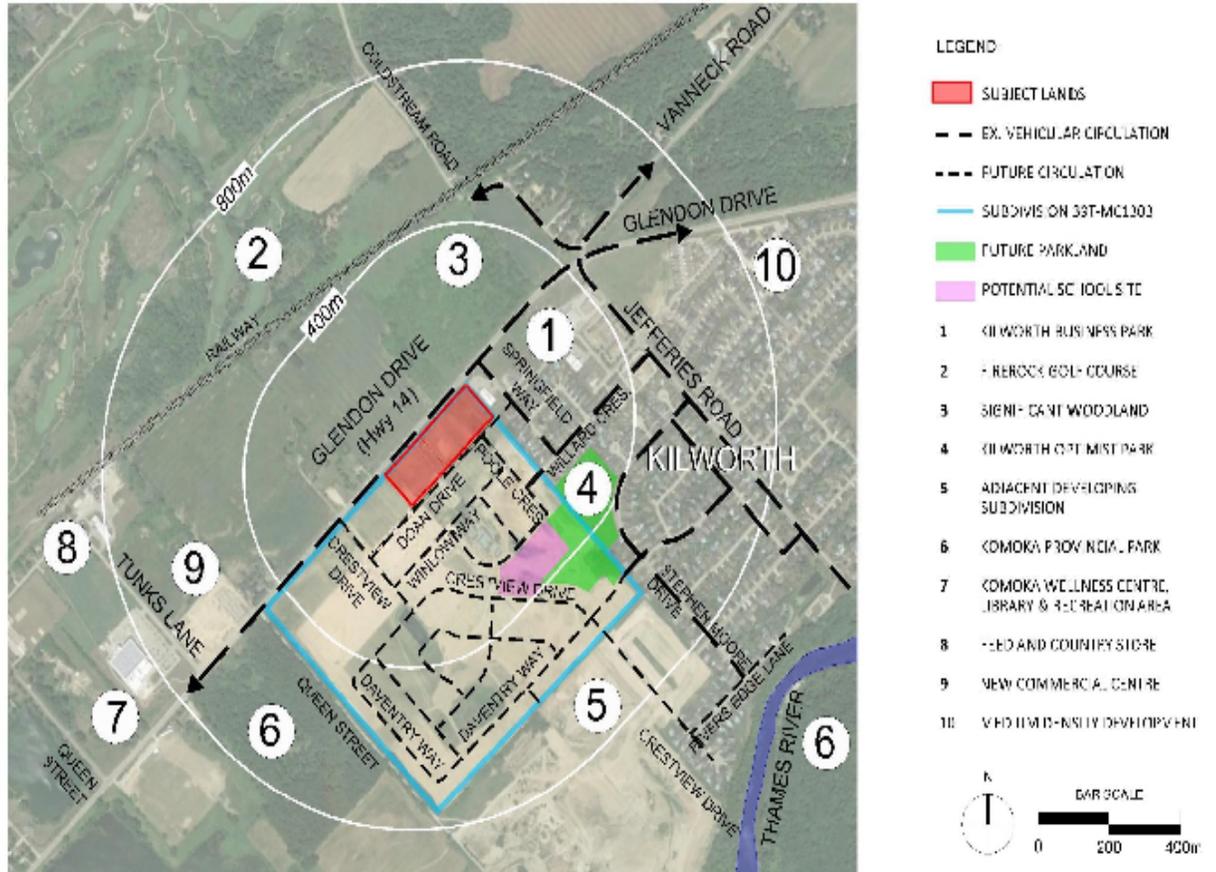


Figure 10 – JPW Systems (Doan Drive)



Figure 11 – Kilworth Business Park (Jefferies Road)

Figure 12 – Regional Spatial Analysis Plan



### 1.3.2. Site Analysis & Surrounding Land Uses

This section illustrates the site's relationship with the surrounding land uses and transportation routes for vehicles and walkability in the immediate area. In addition, the relationship with the with approved subdivision adjacent to the subject lands as well as the anticipated long term land use planning from the Secondary Plan Schedule A-2 for the north side of Glendon Drive.

The subject lands are bounded by Glendon Drive to the north, an automotive business to the east (Rob Clark Automotive), and agricultural land to the west with the existing farmhouse (to be removed) located south of the subject lands. The lands to the west are designated as a 'Village Centre' in the Municipality of Middlesex Centre Official Plan, and the lands to the south are designated as 'Residential'. An extension of Doan Drive is proposed to run along the southern boundary of the subject lands.

Lands to the north of Glendon Drive are zoned as 'Existing Use', or 'EU', which is generally applied to 'undeveloped lands located in the villages and hamlets of the Municipality'. The lands are currently used for field crops, along with a single storey single-detached dwelling and The Covenant Orthodox Presbyterian Church is located west of that on a lot zoned 'Institutional' ('I') northwest of the subject lands.

The future use of the lands on the north side of Glendon Drive are designated as Medium Density Residential with a planned Collector Road connection to Glendon Drive as illustrated in Schedule A-2 of the Official Plan and located directly across from Block 549 where a pedestrian connection is proposed on the subject lands.

The significant woodland to the east of that will include an ecological buffer west of the woodland for protection and Natural Heritage Enhancement Area. Roughly 230m away to the east is Springfield Way which has a combination of 1 and 2 storey single detached dwellings. The proposed development has use of masonry, garage for cars and similar roof lines.

Figure 13a – Dwellings on Springfield Way



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Figure 13 – Rob Clarke Automotive from Springfield Way



Figure 14 –Doan Drive & Springfield Way Intersection



Figure 15 – Woodlot on north side of Glendon Drive

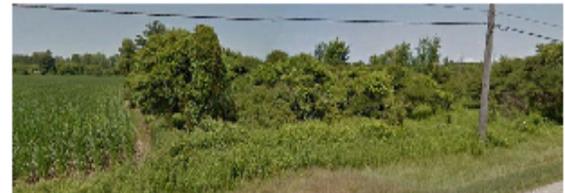
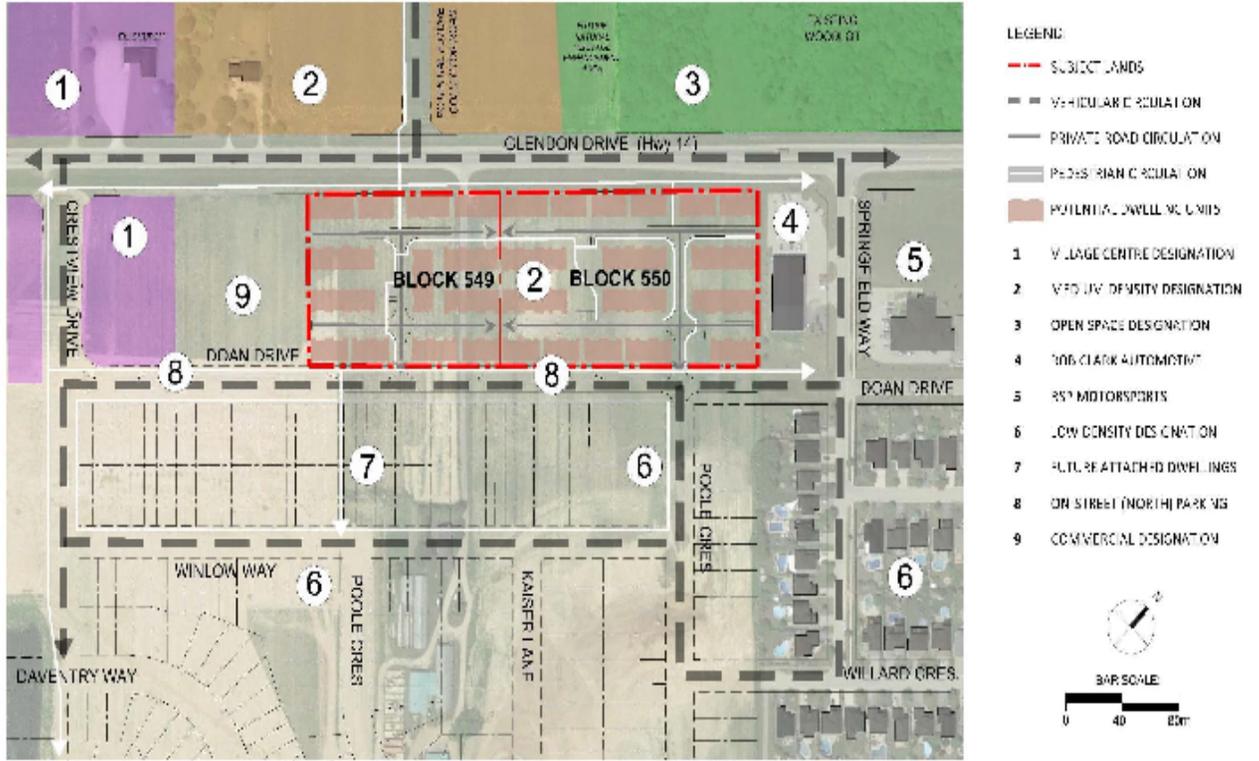


Figure 16 – Presbyterian Church (Glendon Drive)



Figure 17 – Site Spatial Analysis Plan



# Section 2

## 2.1 Conceptual Design

This section presents the conceptual design of the proposed medium density residential development and will identify key design considerations for the low density residential in the proposed subdivision with regard for the medium density residential characteristics.

### 2.1.1. Site Design

The development proposal envisions a medium-density residential development comprised two storey and three and a half storey townhouse units on a total area of 3.42 Ha. The first phase is 68 units proposed for Block 549 (the west side of the site), and 89 units are proposed for Block 550 (Phase 2). Each unit is proposed to have a lot area of 210 m<sup>2</sup>, including private outdoor amenity areas. Each development block will contain one amenity area (which will also serve as a community mailbox, snow storage area in the winter), with potential features such as benches and a gazebo for all tenants to enjoy. The proposed site plan provides a continuous street edge on the north side of Doan Drive with a townhouse unit addressing the street. To help reduce the building's mass on the public realm, building bump outs on the access doors are highlighted by using a different building material.

In accordance with the Municipality of Middlesex Centre Zoning By-law there are no drive isles or garages facing Glendon Drive. The units on Doan Drive are located close to the public sidewalk and are rear fronting units. Trees, shrubs and decorative fencing will also be installed along public interface to enhance the appearance of the development from Glendon Drive. Vehicular access to each block will be provided via the future extension of Doan Drive to the south. Internal private streets included two east-west streets and two north-south streets with no direct vehicular access from Glendon Drive to the subject lands. The proposed townhouses will be oriented towards the streets. The proposed front yard setbacks are 2.5m to Glendon Drive and Doan Drive providing an enhanced streetscape without cars visible from the street.

### 2.1.2. Massing and Articulation

The row of three and a half storey townhouses on the north side of the subject lands provides a uniform street edge along Glendon Drive while reducing noise from traffic and the railway to the north for the residents of the subdivision. The remainder of the

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townhouses will be two storey in height. The proposed townhouse dwellings along Glendon Drive are labeled as 'c' unit and have been designed to mimic a multiple dwelling unit in mass, density and height. There are four & five units in a row per building block with 4 blocks of this type totaling 19 units.

The proposed 'a' unit is a reversed frontage two-storey townhouse dwellings facing Doan Drive with a similar unit count as 'c' unit. There are 32 'b' units with a more traditional layout with front and back yards.

### 2.1.3. Architectural Treatment

The applicant has prepared building elevations for the different units proposed on the subject lands.

Figure 18 – 'a' Unit – Proposed south Elevation from Doan Drive



Figure 19 – 'a & b' Unit – Proposed Garage Side



Kilworth Heights West – Medium Density Block  
Urban Design Brief

Figure 20 – 'a & b' Unit – Proposed Enhanced Right Side



Figure 22 - 'c' Unit – Proposed south Elevations from Interior site



Figure 21 – 'a & b' Unit – Proposed Enhanced Left Side

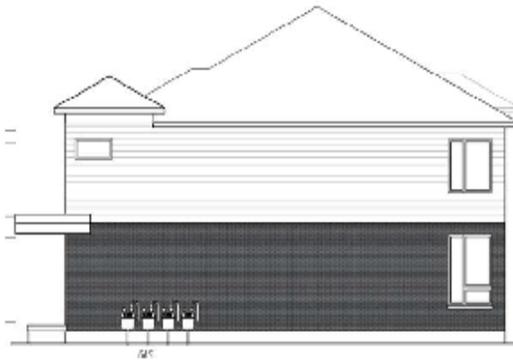


Figure 23 – 'c' Unit – Proposed north Elevation from Glendon Drive



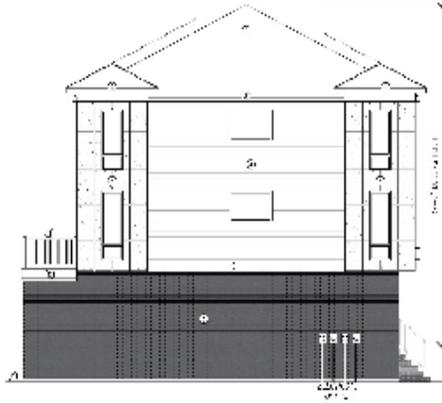


Figure 24 – ‘c’ Unit - Proposed Enhanced Side Yard

Entry Ways and fenestration are provided on the north and south elevations in a rhythmic pattern and variety of sizes and shapes. Please see revised elevations for window and door locations which include a 1 foot overhang over the pedestrian entrance for units facing Doan Drive.

From Glendon Drive, the raised front porch is in line with the windows above and beside in a symmetrical pattern with large windows for natural light on the north side. The south side includes French inspired doors on the second level accessing a terrace over the garage.

## 2.2 Conclusions

In conclusion, the proposed Site Layout is consistent with the Municipality of Middlesex Centre Urban Design policies regarding medium-density residential development along Glendon Drive, a highly visible location within the Komoka-Kilworth Settlement Area. The proposed development conforms to the Municipal Official Plan policies regarding medium-density residential development and permissible densities.

The proposed development has been designed to integrate well with existing low-density development to the east and planned low-density development to the south, as well as the planned Village Centre to the west. Particular attention to lot sizes and placement, building siting, height, materials, form and mass has been made to ensure that the development is sensitive to the surrounding land uses.