



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date: Monday, May 31, 2021

To: Mayor Mills and Members of Council

From: Steve Wever, Town Planner

Report: P2021-17

Subject: **DPS 18/01 – Shelburne 89 Developments Limited (Fieldgate - Emerald Crossing) – Subdivision Agreement – 900 Main St. E.**

Recommendation

Be it Resolved that Council of the Town of Shelburne receive Report P2021-17 regarding the Subdivision Agreement for the Shelburne 89 Developments Limited (Fieldgate – Emerald Crossing) subdivision; and

That Council enact By-law 29-2021 to enter into a Subdivision Agreement with Shelburne 89 Developments Limited for the Fieldgate – Emerald Crossing subdivision development (File No. DPS 18/01) and to authorize the Mayor or his designate and the Clerk to execute the agreement substantially in the form attached to the by-law.

Background

The subject land for the approved draft plan of subdivision DPS 18/01 is located on the east side of Shelburne at the north-east corner of the intersection of Highway 10/89 and County Road 124. The subject property has a municipal address of 900 Main Street East and is legally described as Part of the West Half of Lot 1, Concession 1, Old Survey, in the Town of Shelburne, County of Dufferin (the "Site").

The draft plan includes a total of 257 residential units and blocks of land for commercial development, future medium/high density residential and commercial land uses, a neighbourhood park, stormwater management facility, natural areas and buffers, and future rights-of-way for related streets. The draft M-Plan proposed for registration is attached and shows the proposed lotting for a total of 257 units including 205 single detached and 52 townhouse units.

A Pre-servicing Agreement was approved for the development in the Fall of 2020 for specified works and the installation of the roads and services within the Site is in process. As a condition of approval, the owner is required to enter into a Subdivision Agreement with the Town. A Subdivision Agreement has been prepared for Council consideration.

Analysis

The Subdivision Agreement is intended to address the requirements of the Town concerning the provision of roads, installation of services, stormwater management, grading, drainage, parkland, trails and walkways, landscaping and other matters. The engineering drawings, landscape plans, utility drawings, technical studies and other information required has been submitted by the developer and reviewed by Town staff and consultants.

At the time of preparing this report, the Subdivision Agreement is under review with the developer and some revisions and further details may be required prior to execution; however, the agreement is substantially in the form intended for execution and registration. If any significant changes are requested or proposed, these changes will be brought forward to Council for further consideration prior to execution of the agreement.

The Subdivision Agreement includes the standard requirements for subdivision developments in the Town and encompasses the conditions of draft plan approval. Key components of this agreement and items that are unique or specific to this subdivision are highlighted below:

Highway 10/89, County Roads 124/11 and Subdivision Entrance Requirements

The agreement requires the following improvements to Main Street East (Highway 10/89) and County Roads 124 and 11:

- A new unsignalized intersection at Anishinaabe Drive and County Road 124, with a south-bound left turn lane on County Road 124, providing access to the subdivision on the west side;
- A new signalized intersection at Ojibway Road and Main Street East (Highway 10/89) and the related roadway improvements and turning lanes on Main Street East (Highway 10/89), providing access to the

subdivision on the south side, in accordance with MTO requirements – these works have been completed under a separate agreement between Fieldgate and the MTO, and the timing for activation of the traffic signals will be determined by the MTO;

- Installation of sidewalks along the east side of County Road 124 from Anishinaabe Drive, and along the north side of Main Street East (Highway 10/89 – this sidewalks has been installed under the related MTO agreement) from Ojibway Road to the north-east corner of the intersection of Highway 10/89 and County Roads 124/11, and along the west side of County Road 11 from School Road to the south-west corner of the intersection of Highway 10/89 and County Roads 124/11 – these sidewalks will connect pedestrian routes between the subdivision and existing sidewalks and provide a walking route for students to Centennial Hylands Elementary School;
- Some of these improvements may benefit other future development on the east side, and the agreement provides for a Development Charges Funding Agreement with the developer for eligible DC costs.

Neighbourhood Park

Block 219 (1.52 ha) will be conveyed to the Town for parkland. The park block will be graded, seeded, landscaped and planted with trees and the trails installed, at the developer's expense. Future development of facilities within the park will undertaken by the Town, and the developer has provided a concept / facility fit plan to illustrate the park design inclusive of play equipment, multi-use court, seating plaza, open play area, multi-use pathways and park washrooms (see below).

Pumping Station / Park Washroom Building

The developer will be responsible to design and construct a sanitary pumping station for the subdivision and dedicate it to the Town. The sanitary pumping station will be located in Block 219 and will include public washrooms for the future neighbourhood park. The agreement provides that the owner may request that the cost of the washrooms be addressed through Development Charges funding. A sanitary forcemain is required along the east side of County Road 124 and across the County Road to connect the subdivision to the existing sanitary sewer system at Industrial Road. A watermain crossing of County Road 124 is also required.

Urban Design Guidelines

The "Emerald Crossing Urban Design Guidelines" are attached as a schedule to the agreement and will be considered as part of the review of lot and building plans required for review and approval by the Town prior to the

issuance of any building permit. The developer has provided home model designs including upgraded building elevations for corner lots.

Dedications and Conveyances

In addition the parkland, the agreement requires the developer to dedicate several blocks of land to the Town including a stormwater management facility along the north side of Main Street East (Highway 10/89) which incorporates a pathway connection to the park, and the natural open spaces associated with the woodland area, Besley Drain and other natural heritage features of the site and associated buffers. All road allowances shown on the Draft Plan will be dedicated as public highways to the Town.

Commercial Blocks and Future Medium/High Density Block

The subdivision includes a mix of land uses with Blocks 216 and 217 planned for commercial development along the north side of Highway 10/89 at Ojibway Road, and Block 215 for future medium- and/or high-density residential development along the east side of County Road 124 south of Anishinaabe Drive. These blocks are subject to separate and further planning approvals and will require further development agreements setting out the details of the development for each block. A Site Plan Agreement has been prepared for the retail commercial development of Block 216 and is addressed in a separate planning report for Council consideration.

Staff is satisfied that the agreement addresses the requirements of the Town and agencies as conditions of draft plan approval.

Financial Impact

The developer is responsible for the costs associated with the subdivision development and maintenance of all works installed during the maintenance period, which generally runs for 2 years for most services or until final acceptance by the Town, whichever is longer. The agreement also requires the developer to post financial securities with the Town to secure the performance and maintenance of the services and other works to be constructed. Town deposits, fees and charges are also set out in the agreement and include Development Charges, lot grading deposits and lot fees, and other administrative fees to cover the Town's costs for processing, administering and reviewing development matters for this subdivision. As set out in the agreement, some of the road-related improvements external to the site are eligible for partial cost recovery and funding through Development Charges via the area-rated East Area DC, and the developer may also request DC funding for the park washrooms.

Policies & Implications (if any) Affecting Proposal

Town of Shelburne Official Plan

Consultation and Communications

The subdivision agreement has been reviewed with the Town solicitor and circulated for review by the Developer and staff. Some revisions are anticipated to finalize the agreement prior to execution to add further details to the schedules of the agreement and to reflect comments from staff, the Town Engineer, and the Developer. However, the agreement is not expected to change substantially from its current form as presented for Council consideration.

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Targets:

- T2 Municipal services review and evaluation
- T3 Invest and fund critical infrastructure for future
- T4 Promote balanced growth

Supporting Documentation

Draft Subdivision M-Plan
Draft Subdivision Agreement (Comprehensive)

Respectfully Submitted:

Steve Wever, MCIP, RPP, Town Planner

Reviewed by:

Denyse Morrissey, CAO

PLAN 7M-

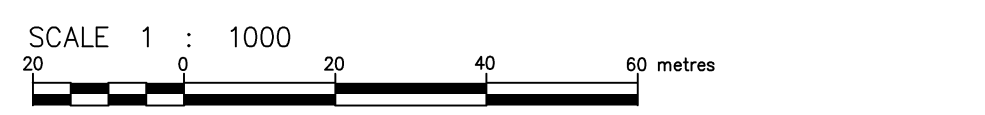
I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF DUFFERIN (No. 7) AT _____ O'CLOCK ON THE _____ DAY OF _____, 2021 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER _____ 34128-0124 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. _____

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF DUFFERIN (No. 7)

THIS PLAN COMPRISES ALL OF PIN 34128-0124

PLAN OF SUBDIVISION OF THE WEST HALF OF LOT 1 CONCESSION 1, (OLD SURVEY) GEOGRAPHIC TOWNSHIP OF MELANCTHON NOW IN THE TOWN OF SHELBURNE COUNTY OF DUFFERIN

J.D. BARNES LIMITED
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



NOTES
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999652.
FOR BEARING COMPARISONS, A ROTATION OF 0°31'00" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLANS 7R-5515 AND 7R-5591.
A ROTATION OF 0°30'30" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 7R-5201.
ALL SET SSB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF OREG. 525/91.
SURVEY MONUMENTS PLANTED ARE IRON BARS UNLESS OTHERWISE NOTED.
DISTANCES SHOWN ON CURVED LIMITS ARE ARC MEASUREMENTS.
SURVEY MONUMENTS FOUND ARE J.D. BARNES LIMITED UNLESS OTHERWISE NOTED.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF OREG. 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	564 904.97	4 881 868.64
ORP (B)	564 995.01	4 881 382.67
ORP (C)	565 617.23	4 881 456.49

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

OWNER'S CERTIFICATE - PLAN OF SUBDIVISION
THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 205 BOTH INCLUSIVE, THE BLOCKS NAMEDLY BLOCKS 206 TO 228 BOTH INCLUSIVE, THE STREETS NAMEDLY: ANISHINAABE DRIVE, OUBWAY ROAD, POTAWATOMI CRESCENT, WHITE OAK AVENUE, RED ELM ROAD, BLACK CHERRY CRESCENT, LEANNE LANE, TRILLIUM COURT, CHIPPEWA AVENUE AND BALSAM DRIVE, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF SHELBURNE AS PUBLIC HIGHWAYS.
DATED THIS _____ DAY OF _____, 2021

SHELBURNE 89 DEVELOPMENTS LIMITED
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO BIND THE CORPORATION

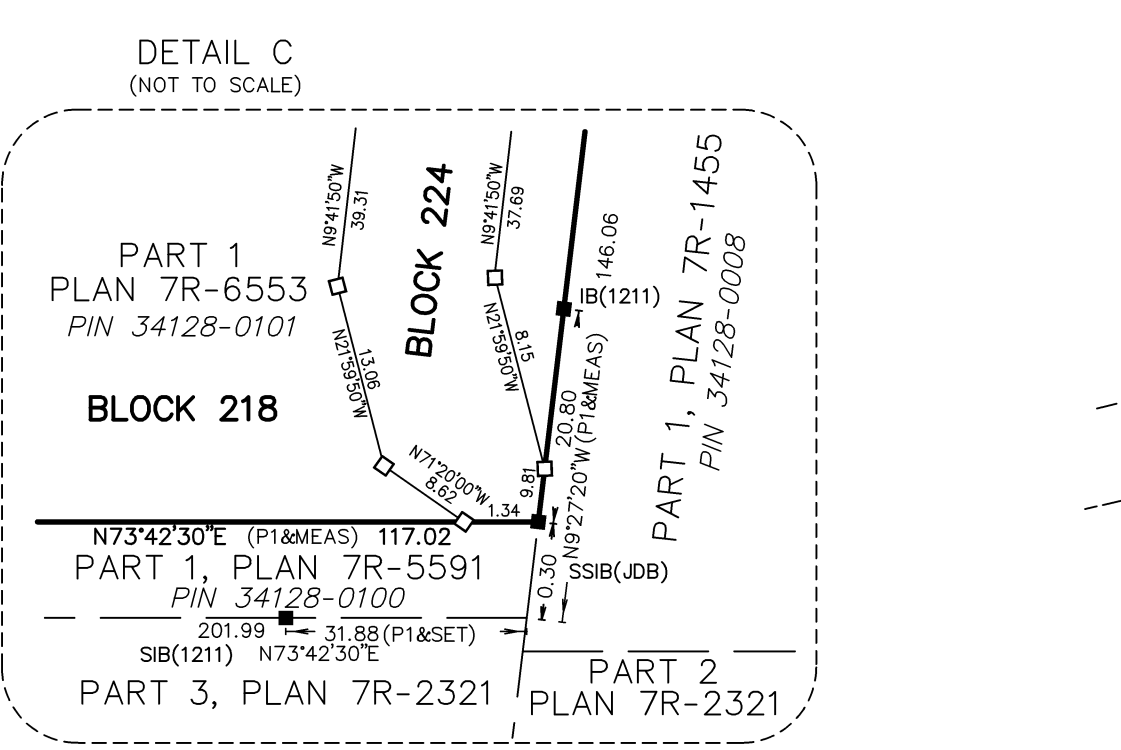
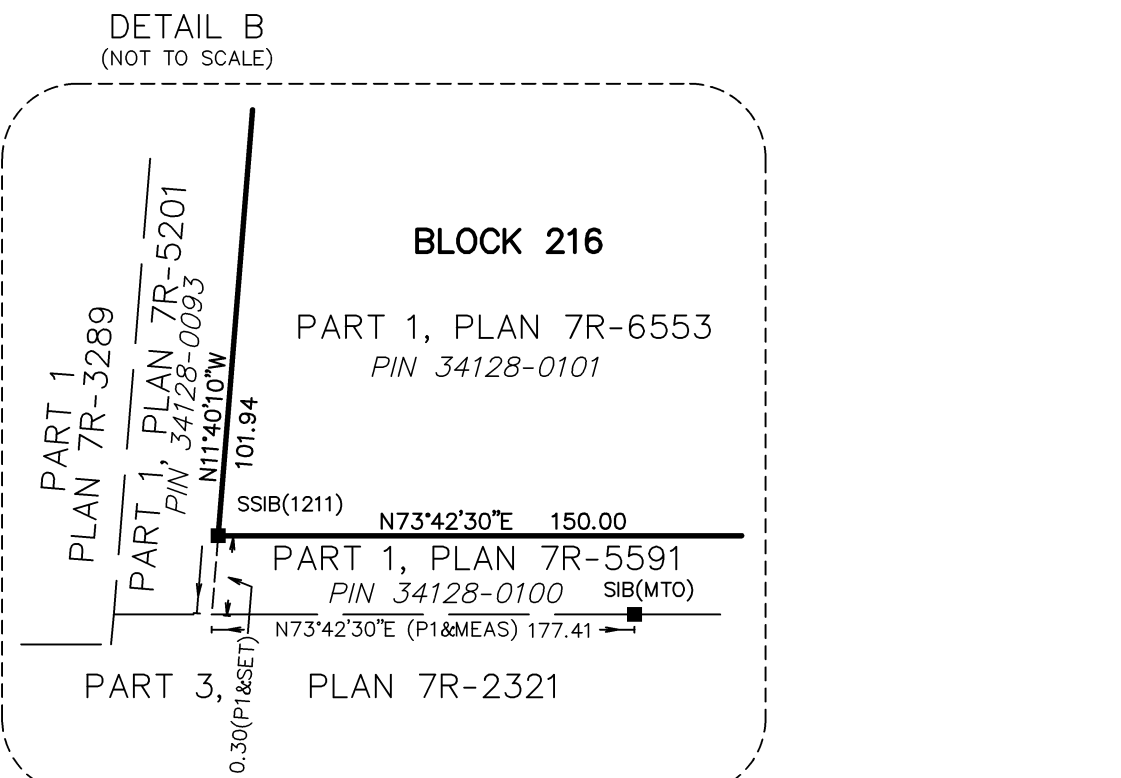
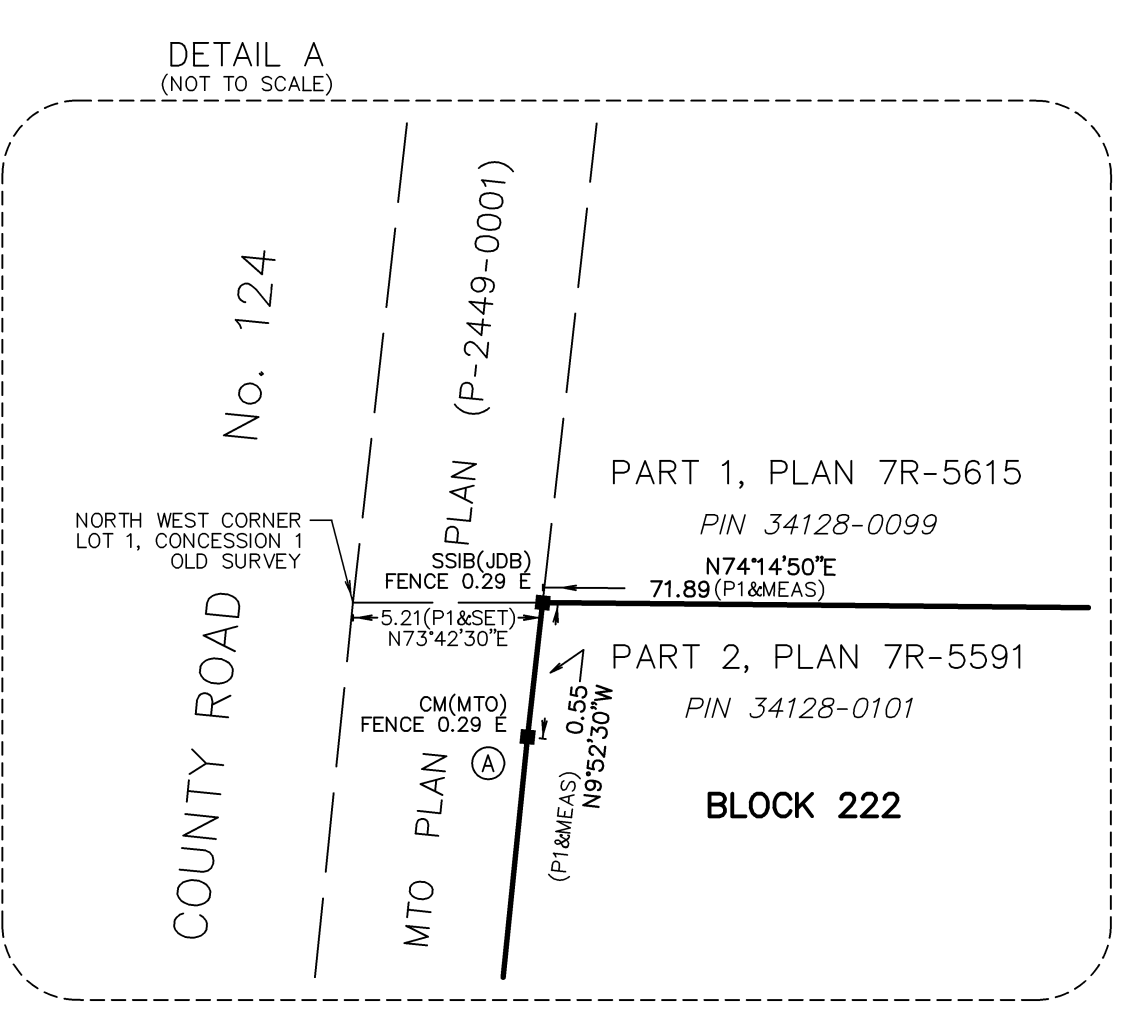
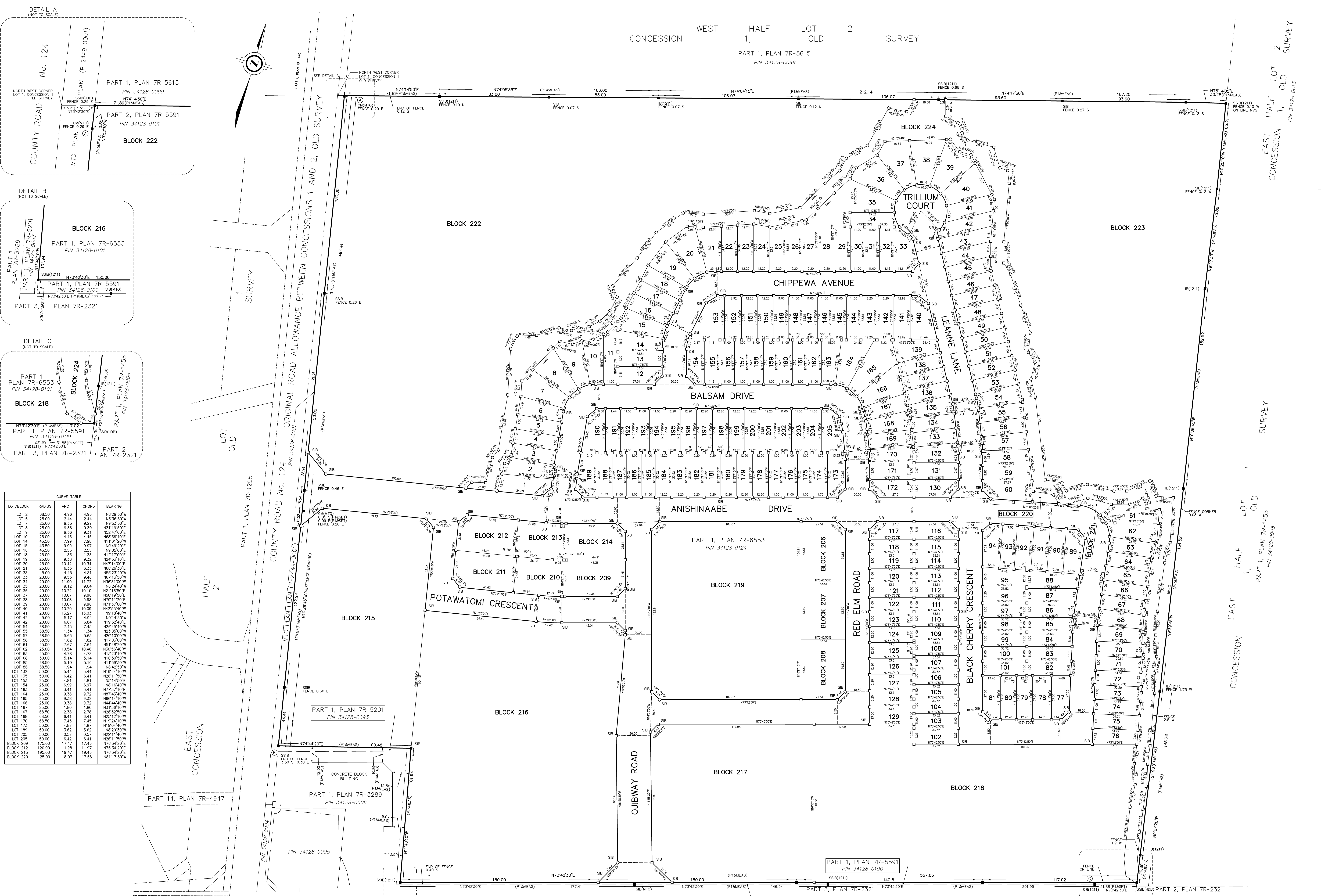
LEGEND
 ■ DENOTES SURVEY MONUMENT FOUND
 □ DENOTES SURVEY MONUMENT SET
 SSB DENOTES STANDARD IRON BAR
 SIB DENOTES SHORT STANDARD IRON BAR
 IRB DENOTES IRON BAR
 P DENOTES PLASTIC BAR
 WIT DENOTES WITNESS
 MEAS DENOTES MEASURED
 JDB DENOTES J.D. BARNES LIMITED
 P & M DENOTES P. J. WILLIAMS, P.L.S.
 P1 DENOTES PLAN 7R-6533

THIS PLAN IS APPROVED UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990
DATED AT THE COUNTY OF DUFFERIN _____ THIS DAY OF _____ 2021
DIRECTOR OF PLANNING AND DEVELOPMENT THE COUNTY OF DUFFERIN

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON _____
DATE _____
PIER DE ROSA
ONTARIO LAND SURVEYOR

J.D. BARNES LIMITED SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
142 COMMERCE PARK DRIVE, UNIT V, BARRIE, ON L4N 5W8
T: (705) 739-6770 F: (705) 739-6771 www.jdbarnes.com

DATE: 02/03/2021
DRAWN BY: MIKE WALDOCK CHECKED BY: PDR REFERENCE NO.: 17-11-572-00-MP
FILE: G:\17-11-572\00\DRAWINGS\MF-572.dwg



CURVE TABLE

LOT/BLOCK	RADIUS	ARC	CHORD	BEARING
LOT 2	68.50	4.96	4.96	N82°30'00"W
LOT 3	25.00	2.44	2.44	N73°30'00"E
LOT 4	25.00	9.35	9.35	N95°30'00"E
LOT 5	25.00	9.36	9.36	N31°15'00"E
LOT 6	25.00	9.36	9.31	N52°47'00"E
LOT 7	25.00	4.45	4.45	N68°34'00"E
LOT 8	43.50	7.98	7.98	N11°01'00"W
LOT 9	43.50	9.99	9.97	N07°42'00"E
LOT 10	43.50	2.55	2.55	N05°00'00"E
LOT 11	25.00	1.33	1.33	N12°17'00"E
LOT 12	25.00	9.36	9.32	N43°10'00"E
LOT 13	25.00	10.42	10.34	N47°14'00"E
LOT 14	25.00	6.35	6.35	N62°26'00"E
LOT 15	25.00	4.31	4.31	N52°32'00"W
LOT 16	20.00	9.05	9.45	N67°13'00"W
LOT 17	20.00	11.90	11.72	N61°50'00"W
LOT 18	20.00	9.12	9.04	N62°44'00"W
LOT 19	20.00	10.22	10.10	N11°50'00"E
LOT 20	20.00	10.07	9.96	N50°19'00"E
LOT 21	20.00	10.08	9.98	N79°11'20"E
LOT 22	20.00	10.07	9.96	N12°10'00"W
LOT 23	20.00	10.09	10.09	N42°50'40"W
LOT 24	20.00	13.27	13.03	N01°54'00"W
LOT 25	20.00	5.17	4.94	N7°14'30"W
LOT 26	20.00	6.87	6.84	N01°34'00"E
LOT 27	68.50	7.45	7.45	N26°43'40"W
LOT 28	68.50	5.63	5.63	N07°10'00"W
LOT 29	68.50	1.82	1.82	N17°03'00"W
LOT 30	25.00	7.67	7.64	N01°46'20"W
LOT 31	25.00	10.54	10.46	N30°56'40"W
LOT 32	25.00	4.78	4.78	N19°21'00"W
LOT 33	50.00	5.14	5.14	N19°50'50"W
LOT 34	50.00	11.00	11.00	N01°30'00"W
LOT 35	50.00	1.94	1.94	N84°52'50"W
LOT 36	50.00	5.44	5.44	N19°24'10"W
LOT 37	50.00	6.42	6.41	N02°11'50"W
LOT 38	25.00	4.81	4.81	N61°14'50"E
LOT 39	25.00	6.99	6.97	N61°40'00"E
LOT 40	25.00	3.41	3.41	N77°31'10"E
LOT 41	25.00	9.38	9.32	N61°14'00"W
LOT 42	25.00	9.32	9.32	N61°14'00"W
LOT 43	25.00	1.80	1.80	N44°44'00"W
LOT 44	25.00	2.38	2.38	N28°23'50"W
LOT 45	68.50	6.41	6.41	N02°11'10"W
LOT 46	68.50	7.45	7.45	N19°24'10"W
LOT 47	50.00	4.87	4.87	N19°04'40"W
LOT 48	50.00	3.62	3.62	N82°29'30"W
LOT 49	50.00	1.57	1.57	N22°11'40"W
LOT 50	50.00	6.42	6.41	N26°11'50"W
LOT 51	175.00	17.47	17.46	N78°34'20"E
LOT 52	120.00	11.88	11.87	N78°34'20"E
LOT 53	195.00	19.47	19.46	N78°34'20"E
LOT 54	25.00	16.07	17.66	N81°17'30"E

HIGHWAY No. 89 ORIGINAL ROAD ALLOWANCE BETWEEN TOWNSHIPS OF MELANCTHON AND AMARANTH
PIN 34128-0004

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NO. 29-2021

**A BY-LAW TO AUTHORIZE THE TOWN OF SHELBURNE
TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN
OF SHELBURNE AND SHELBURNE 89 DEVELOPMENTS LIMITED
FOR A SUBDIVISION DEVELOPMENT KNOWN AS “EMERALD CROSSING”
TOWN FILE NO. DPS 18/01**

WHEREAS pursuant to the provisions of the Planning Act, s. 51, the Town is authorized to enact this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Shelburne enacts as follows:

1. THAT The Corporation of the Town of Shelburne enters into a Subdivision Agreement (Comprehensive) with Shelburne 89 Developments Limited dated May 31, 2021, substantially in the form attached to this By-law.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of The Corporation of the Town of Shelburne, this agreement with Shelburne 89 Developments Limited, and to affix thereto the seal of The Corporation of the Town of Shelburne.
3. THAT this By-law shall come into force and take effect on the date of its final passing.

BY-LAW READ A FIRST AND SECOND TIME THIS 31st DAY OF MAY, 2021.

BY-LAW READ A THIRD TIME AND ENACTED THIS 31st DAY OF MAY, 2021.

.....
MAYOR

.....
CLERK

Subdivision Agreement (Comprehensive)

THIS AGREEMENT made this 31st day of May, 2021.

B E T W E E N:

SHELBURNE 89 DEVELOPMENTS LIMITED
(“Owner”)

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWN OF SHELBURNE
(“Town”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the Subject Lands described in Schedule “A” attached hereto (“Subject Lands”); upon which Subject Lands the Owner intends to develop a subdivision;

AND WHEREAS the Plan of Subdivision for the Subject Lands that is attached hereto as Schedule “B” hereto (“the Plan”) has been draft approved subject to the conditions set out in Schedule “C” hereto;

AND WHEREAS the Town granted draft approval on the condition, amongst others, that the Owner enter into a subdivision agreement to be registered on title to satisfy all requirements, financial, servicing, environmental and otherwise to the satisfaction of the Town;

AND WHEREAS the Owner is required to enter into this Agreement with the Town prior to obtaining final approval of the Plan;

AND WHEREAS section 51(26) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, provides the requisite authority for the entering into such an agreement;

NOW THEREFORE in consideration of the mutual covenants, agreements and promises herein contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

Definitions

1. The following terms and phrases as used in this Agreement shall have the meanings as defined in this Section as follows:
 - a) “*Acceptable Road Access*” means an asphalt surface road, or a road that has been accepted as an access road by the Town;
 - b) “*Agreement*” means this Agreement including each of its Schedules, which form part of this Agreement, together with the required plans and specifications required by this Agreement and approved by the Town in accordance with this Agreement;
 - c) “*Block*” means a parcel of land laid out by the draft or registered plan of subdivision and designated by the Plan as a Block;

- d) “*Chief Building Official*” shall mean the Chief Building Official of the Town and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed pursuant to the Building Code Act;
- e) “*Consulting Engineer*” means a qualified Professional Engineer or Engineering Firm, registered under the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, as amended, which has been hired by the Owner to perform all engineering services related to the development of the Subject Lands required of the Owner;
- f) “*Community Mailbox*” means any group or community mailbox installed or required to be installed by the Canada Post Corporation in order to provide postal service to dwellings situated within all or part of the Subject Lands;
- g) “*Detailed Site Plan*” means the grading plan for a particular lot approved by the Town Planner and by the Director of Development and Operations and/or Town Engineer which shall illustrate: building envelopes, dwelling sitings, driveways, parking spaces, lot coverage, and appurtenant yards and setbacks demonstrating compliance with Comprehensive Zoning By-law 38-2007, as amended; proposed grading and drainage; servicing; retaining walls, fencing or other structures, where required; easements, where required; edge of street pavement, curb cuts/depression, driveway apron, sidewalk(s), street trees, street lights, utility pedestals and other street furniture, surfaced areas and structures located or required to be located in the appurtenant boulevard(s); and, any other details that the Town Planner, Director of Development and Operations and/or Town Engineer may require;
- h) “*Director of Development and Operations*” means the municipal staff person appointed by the Town of Shelburne as the Director of Development and Operations or his designate;
- i) “*Draft Plan*” means the proposed plan of subdivision as draft approved by the Town of Shelburne for the Subject Lands and entitled “DRAFT PLAN OF SUBDIVISION FILE # DPS 18/01 SHELburne 89 DEVELOPMENTS LIMITED FIELDGATE HOMES WEST HALF OF LOT 1, CONCESSION 1, OLD SURVEY FORMER IN THE GEOGRAPHIC TOWNSHIP OF MELANCTHON, TOWN OF SHELburne, COUNTY OF DUFFERIN” prepared by Glen Schnarr & Associates Inc. and originally dated November 1, 2019, subsequently revised and dated September 15, 2020, and certified by Pier De Rosa, J.D. Barnes Ltd., Ontario Land Surveyor, included in Schedule “B”;
- j) “*Final Acceptance*” means the issuance of a Certificate of Final Acceptance by the Town Clerk pursuant to a by-law passed by Town Council indicating that the Town is satisfied the maintenance period for the Works or some specified subset of the Works, has expired, assuming the Works or some specified subset of the Works as public services, that the requirements of paragraphs 148 and 149 have been fulfilled, and that no other obligations on the Owner under this Agreement remain outstanding with respect to such Works except for those provisions reserved on the Certificate of Final Acceptance;
- k) “*Lot*” means a parcel of land laid out by the draft or registered plan of subdivision and designated by the Plan as a Lot;
- l) “*Master Grading Plan*” means the grading plan for all of the Subject Lands approved by the Town Engineer and NVCA, and attached hereto as Schedule “F”;

- m) “*Mortgagee*” means the person, company or business having a beneficial entitlement to an interest in the Subject Lands in the form of a registered mortgage over all or part of the Subject Lands;
- n) “*Municipal Approval*” means a Municipal Approval for Building Permit form completed and issued by the Town for each Lot, building or dwelling unit confirming that a Detailed Site Plan, building plans and elevations and such other information as required by the Town comply with Zoning By-law 38-2007 and this Agreement including the Urban Design Guidelines in Schedule “K”, and that the Town has received payment of all required fees, charges and deposits required by the Town in accordance with the Town’s by-laws and this Agreement. The Town’s Municipal Approval does not constitute a Building Permit and the Owner shall obtain a completed Municipal Approval Form for all applications for Building Permit to the Chief Building Official;
- o) “*NVCA*” means the Nottawasaga Valley Conservation Authority established under the *Conservation Authorities Act*, R.S.O. 1990 c. C. 27;
- p) “*Owner*” means the Owner of the Subject Lands in fee simple, and includes all subsequent Owners of all or part of the Subject Lands;
- q) “*Plan*” means the Plan of Subdivision (M-Plan) approved by the Town of Shelburne and identified as Plan 7M- (M-Plan number to be assigned upon plan registration) “PLAN OF SUBDIVISION OF THE WEST HALF OF LOT 1 CONCESSION 1, (OLD SURVEY) GEOGRAPHIC TOWNSHIP OF MELANCTHON NOW IN THE TOWN OF SHELBURNE, COUNTY OF DUFFERIN” prepared and certified by J.D. Barnes Limited and dated February 3, 2021, consisting of 205 lots, together with associated blocks and streets, and to be registered in the Land Registry Office for Dufferin (LRO 7), a draft of which is included in Schedule “B”;
- r) “*Preliminary Acceptance*” means a letter issued by the Director of Development and Operations and/or the Town Engineer indicating that the Town is satisfied, in its sole discretion, that the Works or some specified subset of the Works, have been installed to the satisfaction of the Town, that the requirements set out in paragraph 134 have been satisfied with respect to such Works, and that the maintenance period for such Works shall commence;
- s) “*Property*” includes a Lot or Block;
- t) “*Security*” means the Security defined under the Section entitled **Security for Performance** of this Agreement;
- u) “*Street*” means a highway or road allowance owned by the Town or intended to be vested by registration of the Plan or dedicated by transfer to the Town, and includes both the travelled and untravelled portion of the Street and all shoulders and boulevards located thereon, and includes land dedicated or vested in the Town for a walkway. A roadway is that portion of a Street, which is improved for use by cars and pedestrians.
- v) “*Town*” shall mean the Corporation of the Town of Shelburne and/or its authorized employee(s);
- w) “*Town Engineer*” means a qualified Professional Engineer or Engineering Firm, registered under the *Professional Engineers Act*, R.S.O. 1990, c. P. 28, as amended, and designated by the Town to act as the Town Engineer;
- x) “*Town Fire Chief*” means the duly appointed Fire Chief for the Town in the applicable fire service area covering the Subject Lands, which lands are described in Schedule “A”;
- y) “*Town Planner*” means a qualified Planner or Planning Firm, certified as a

Registered Professional Planner (RPP) by the Ontario Professional Planners Institute, and designated by the Town to act as the Town Planner;

- z) *“Town Solicitor”* means a qualified Lawyer or Law Firm, licensed by the Law Society of Upper Canada, and designated by the Town to act as the Town Solicitor;
- aa) *“Utilities”* means all utilities and telecommunication systems, including Hydro One and including but not limited to telecommunication cables, gas mains and television cables;
- bb) *“Works”* means all municipal works and/or services to be constructed by the Owner under this Agreement, which works and/or services shall be assumed by the Town, pursuant to the terms of this Agreement. These municipal works and/or services are referenced and itemized on the construction drawings listed under Schedule “E” (List of Approved Construction Drawings for the Works) and the estimated costs of such municipal services are set out in Schedule “H” (Estimated Costs of Works to be Installed by the Owner).

List of Schedules to this Agreement

- 2. The following schedules are attached to the paper version of this Agreement and form part of this Agreement:

- Schedule “A” Description of Subject Lands
- Schedule “B” Plan of Subdivision
- Schedule “C” Conditions of Draft Approval
- Schedule “D” Transfers/Dedications of Lands and Easements
- Schedule “E” List of Approved Construction Drawings for the Works
- Schedule “F” Master Grading Plan
- Schedule “G” Financial Obligations of the Owner
- Schedule “H” Estimated Costs of Works to be Installed by the Owner
- Schedule “I” Purchaser’s Acknowledgement
- Schedule “J” Progress and Completion
- Schedule “K” Urban Design Guidelines
- Schedule “L” Statutory Declaration

Subject Lands and Plan of Subdivision

- 3. The Subject Lands set out in Schedule “A” hereto are subject to the terms, provisions and obligations of this Agreement. The Owner specifically consents to the registration of this Agreement on title to the Subject Lands. The Plan of Subdivision is as set out in Schedule “B” attached hereto and forming part of this Agreement. Should the Owner require, prior to registration, any redline revisions to Schedule “B” the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement. Should the Owner request any amendments to the Conditions of Draft Approval, attached hereto as Schedule “C”, the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement.

Execution and Registration

- 4. Before this Agreement is executed by the Town, the Owner shall have:
 - (a) executed and delivered two copies of this Agreement to the Town;
 - (b) delivered to the Town the cash and security as required by Schedule “G” of this Agreement;
 - (c) delivered to the Town the certificate of insurance as required by paragraphs 154, 155 and 156 of this Agreement;

- (d) made payment of all municipal tax arrears, if any, against the Subject Lands.

Secondly, prior to final approval of the Plan being granted by the Town, the Owner shall have:

- (e) submitted a detailed development Phasing Plan which shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time and construction of public services, to the satisfaction of the Town. The phasing must also be reflected in all required reports;
- (f) prepared all transfers/deeds required to be registered under paragraph 6 of this Agreement to the satisfaction and approval of the Town Solicitor;
- (g) prepared postponement agreement(s) of all mortgage/charges, which agreement(s) shall be to the satisfaction of the Town Solicitor;
- (h) complied with the requirements of paragraph 88 of this Agreement to the satisfaction of the Town, and provided written confirmation to the Town from Hydro One, that Hydro One has agreed to the hydro servicing plans submitted, and that financial arrangements have been made with Hydro One to its satisfaction, including the depositing of security for the installation of the hydro facilities, without expense or obligation on the part of the Town;
- (i) complied with the requirements of paragraphs 89, 90, 91 and 92 of this Agreement, and provided written confirmation from Bell Canada, Enbridge, Rogers Cable, (if such cable utility is available) and any other utilities and Canada Post, that each of them have agreed to servicing plans for the Plan, and that financial arrangements have been made with each of them for installation of such services, without expense or obligation on the part of the Town;
- (j) obtained and filed with the Town, approvals from the following, together with clearances from the following acknowledging their respective satisfaction with the terms of this Agreement:
 - i) County of Dufferin Building Department;
 - ii) Upper Grand District School Board, including confirmation to the Town that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the School Boards for this Draft Plan of Subdivision; and
 - iii) Dufferin-Peel Catholic District School Board, including confirmation to the Town that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the Owner and the School Boards for this Draft Plan of Subdivision.
- (k) ensured that the land uses proposed within the Plan of Subdivision conform to the Town's Comprehensive Zoning By-law 38-2007, as amended;
- (l) provided to the Town a certificate from an Ontario Land Surveyor that the frontage and area of each lot are in compliance with the requirements of the Town's Comprehensive Zoning By-law 38-2007, as amended;
- (m) delivered to the Town a copy of the Plan in a digitized electronic format acceptable to the Town;
- (n) ensured that the Town has been advised by the Nottawasaga Valley Conservation Authority ("NVCA") in accordance with paragraph 125;

Thirdly, prior to the issuance of any building permit within the Plan:

- (o) ensured to the satisfaction of the Upper Grand District School Board that education development charges have been collected.
5. Prior to registration of the Plan the Owner's Engineering Consultant shall certify that all lands in the subdivision are free of contamination and that topsoils placed on public lands are free of contaminants and the Owner shall provide such certification and information summarizing the topsoil investigations and testing completed to the satisfaction of the Town Engineer.
6. The Owner shall register at its expense on title:
- (a) the easements identified in Schedule "D" that are external to the Plan, if any, and to be transferred to the Town; ("external transfers"), the registration of which shall be prior to the approval being endorsed on the Plan or at an alternative time as approved in writing by the Town;
 - (b) the Plan as set out in Schedule "B" on title to the Subject Lands contained in Schedule "A" within thirty days of the Town's approval being endorsed on the Plan;
 - (c) this Agreement on title to every Lot and Block of the registered Plan within ten days of registration of the Plan and prior to the transfer of any Lot and Block of the registered Plan;
 - (d) the transfer of the lands and easement(s) identified in Schedule "D" that are internal to the Plan and are to be transferred to the Town ("internal transfers");
 - (e) postponement agreement(s), (attached to Application General(s)), postponing mortgage/charges on the Subject Lands in accordance with the provisions of paragraph 7 of this Agreement; and
 - (f) The Owner shall also cooperate in the registration of the Town's Inhibiting Order on the Subject Lands.
7. The Owner shall obtain postponement agreement(s) from each Mortgagee, which agreement(s) shall include the following terms:
- (a) acknowledgement that the Mortgagee has been provided with a copy of this Agreement;
 - (b) postponement of any registered mortgage or charge to this Agreement as if this Agreement had been registered prior to the mortgage being registered on the Subject Lands, including postponement of all of the Mortgagee's rights, title and interest in the Subject Lands to the rights of the Town pursuant to this Agreement;
 - (c) consent to register this Agreement and the postponement agreement on title to the Subject Lands, and such registration shall be in either electronic format or in paper format, as may be required by the Land Titles Division of the Lands Registry Office for Dufferin. Should such registration be in electronic format, the Owner agrees to provide a true paper copy of the postponement agreement to the Town.
- In the event a Mortgagee enters into possession of the Subject Lands pursuant to the default provisions of its mortgage with the Owner, the Mortgagee shall be bound by each and every term, provision and condition of this Agreement.
8. The Owner's registration of this Agreement, the other required agreements, easements and transfers with or in favour of the Town shall be free and clear of all

mortgages and charges (or such charges shall be postponed in favour of the Town as set out in paragraph 7 of this Agreement to the satisfaction of the Town Solicitor), and shall be registered in a form satisfactory to the Town Solicitor. Such registration shall be in an electronic format or in a paper format, as may be required by the Land Titles Division of the Lands Registry Office for Dufferin.

9. Where registration is in an electronic format, the Owner acknowledges and agrees that:
 - (a) some or all of the Schedules that are attached to and forming part of the paper version of this Agreement, may not be attached and form part of the electronic Notice of this Agreement;
 - (b) the Owner authorizes its representative to signify its approval of the Notice of this Agreement for electronic registration;
 - (c) the electronic version of the Notice of Agreement, by its nature, shall not include the signatures of the Owner or its corporate officers and directors, as the case may be; and,
 - (d) the Owner for itself, its successors, and assigns on title to the Subject Lands shall be bound by the electronic registered version of the Notice of this Agreement;
10. The Owner's solicitor shall provide to the Town a lawyer's certificate of title and registration to certify to the Town, in a form satisfactory to the Town Solicitor, that the electronic version (if any) and the paper version of this Agreement have been entered into/authorized by the registered Owner of the Subject Lands and that this Agreement has been registered, as required herein, on title to the Subject Lands. Such certificate of title shall be the minimum evidence of completion of such registration by the Owner where completion of such registration is a requirement of this Agreement. Where a time frame is not specified for the completion of such requirement, the lawyer's certificate of title shall be provided to the Town within thirty days of such registration.
11. The Owner shall deposit paper hard copies of the registered Plan of Subdivision with the Town and provide the Town with computerized information in a format satisfactory to the Town.

Required Standards of Performance

12. The Owner covenants and agrees that all Works and undertakings required to be carried out under the terms, obligations and requirements of this Agreement shall be in conformity with:
 - a) The provisions of this Agreement;
 - b) All plans, documents, reports and recommendations submitted to and approved by the following:
 - i) Ministry of the Environment, Conservation and Parks ("MECP");
 - ii) County of Dufferin Building Department;
 - iii) NVCA;
 - iv) Hydro One;
 - v) Canada Post Corporation;
 - vi) Bell Canada;

- vii) Enbridge;
 - viii) Rogers Cable, if applicable;
 - ix) Any other applicable utilities;
 - x) Dufferin-Peel Catholic District School Board;
 - xi) Upper Grand District School Board; and,
 - xii) The Town;
- c) All applicable Provincial legislation and the By-laws of the Town; and,
 - d) All applicable Federal legislation.
13. A copy of the executed Subdivision Agreement shall be provided by the Owner to the County of Dufferin, NVCA, the School Boards, Canada Post, Hydro One and other utilities to facilitate the clearance of conditions.
14. The Owner agrees and acknowledges that it has made representations to the Town that all Works required under this Agreement shall be completed in accordance with the plans approved by the Town Engineer, and the Town has entered into this Agreement in specific reliance upon those representations. The Owner further agrees that, unless otherwise specified in writing by the Town, no Works shall be commenced on the Subject Lands until this agreement or a Pre-Servicing Agreement has been executed by both the Owner and the Town.
15. The Owner shall design and construct all grading, drainage and servicing under the Town's jurisdiction to the satisfaction of the Town.

Transfers/Dedications of Land and Easements

16. The Owner shall:
- a) Gratuitously transfer/dedicate all land and easements to be transferred /dedicated to the Town as set out in Schedule "D" hereto, free and clear of all encumbrances;
 - b) Gratuitously transfer/dedicate all lands and easements to be transferred/ dedicated to any public authority or utility, including the Town, County, Ministry of Transportation Ontario (MTO), NVCA, cable (if applicable), gas, hydro, or telecommunications companies, as required, free and clear of all encumbrances;
 - c) Prior to registration of such transfers/deeds, provide to the Town Solicitor for approval, a draft of each required transfer;
 - d) Provide satisfactory evidence to the Town that there are no tax arrears for such lands;
 - e) Provide such environmental warranties and undertakings as may be required to the satisfaction of the Town Solicitor for any lands being transferred to the Town;
 - f) After each draft transfer has been reviewed and approved by the Town Solicitor, through the Owner's Solicitor, with the participation of the Town Solicitor, register the required transfer(s) (either prior to or after the registration of this Agreement, as may be required under Schedule "D");
 - g) Following registration of the required transfer(s), provide the Owner's

Solicitor's certificate of title in a form satisfactory to the Town Solicitor regarding the registration of the transfer(s). Such certificate shall be the minimum evidence of completion of such registration by the Owner where completion of such registration is a requirement of this Agreement. Where a time frame is not specified for the completion of such requirement, the lawyer's certificate shall be provided to the Town within thirty days of such registration;

- h) Hereby acknowledges and agrees that the Town is not obligated to accept any lands until it is satisfied that the land is environmentally suitable for its proposed use and certified as such, should the Town so require, by the Owner's Consulting Engineer (or equivalent), in accordance with the guidelines of the MECP or such other guidelines as the Town may require;
 - i) Subsequent to the Town accepting the dedication of lands under the Agreement, should environmental contamination be uncovered on such lands during the performance of the Owner's obligations under this Agreement, including the construction and installation of the Works, hereby acknowledges and agrees that the Owner shall be responsible for the environmental remediation of such lands at its own expense. Paragraph 16 shall apply to all the lands referenced in paragraphs 17, 18, 19, 20, 21, 22, 23 and 24 as well as the lands referenced in Schedule "D".
17. The Owner shall dedicate gratuitously to the Town, free and clear of any encumbrances, Block 219 (parkland) on the Plan, to the satisfaction of the Town Solicitor; and, the Owner hereby acknowledges and agrees with the following:
- a) That the dedication of Block 219 is partial satisfaction of the Owner's obligations under Section 51.1 of the Planning Act and the Owner shall satisfy the remainder of its obligations under Section 51.1 of the Planning Act by making a payment of \$195,000.00 to the Town to be deposited in the Parkland Reserve Fund to be used for park or other public recreational purposes as the Town sees fit in accordance with section 42(15) of the Planning Act. It is acknowledged that the aforementioned land dedication and payment satisfy the Owner's obligations under Section 51.1 of the Planning Act;
 - b) Block 219 shall be graded by the Owner with appropriate drainage swales as required and grassed, and a 3.0 metre wide paved trail shall be provided at the Owner's expense, connecting to all of the streets adjoining Block 219 on all four (4) sides, or as otherwise approved by the Town, all in accordance with the approved engineering drawings listed in Schedule "E" and to the satisfaction of the Town Engineer, the Town Planner and the Director of Development and Operations;
 - c) The Works required by this Agreement include a sewage pumping station and associated forcemain, utilities, control building, driveway and parking spaces to be located on Block 219 and which shall be constructed by the Owner at its expense in accordance with paragraph 98 and the approved engineering drawings listed in Schedule "E", which shall be further subject to the following:
 - i) The area permitted to be used for a pumping station and associated functional areas (operations-related parking, driveway, wet well and other exterior functional areas) are not included as parkland area for the purposes of satisfying the Owner's obligations under Section 51.1 of the Planning Act except as permitted otherwise in paragraph 17 (c)(ii);
 - ii) Public washrooms shall be included as part of the pumping station

building and shall be designed and constructed by the Owner to the satisfaction of the Town, and the portion of Block 219 dedicated to public washrooms to service the park is included as parkland area for the purposes of satisfying the Owner's obligations under Section 51.1 of the Planning Act;

- iii) The Owner shall provide such information as may be required by the Town for any request or claim made by the Owner to have any portion of the costs related to the design and construction of the public washrooms funded by Development Charges in the form of credits or reimbursement, and such funding shall be limited to the amount eligible for Development Charges funding as determined by the Town;
 - iv) If no request or claim is made or no funding agreement is reached pursuant to paragraph 17(c)(iii) the Owner shall be responsible for the full cost of the public washrooms. Best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding;
 - v) If a portion of the cost of the public washrooms is funded by Development Charges pursuant to paragraph 17(c)(iv) the Owner shall be responsible for the remaining cost; and,
 - vii) If the Owner does not obtain the Town's approval of final plans for the design and construction of public washrooms by the Owner, the Owner shall obtain the Town's approval of an alternative location for the sanitary pumping station outside of Block 219 and any corresponding revisions to the Plan as required by the Town.
18. The Owner shall dedicate, gratuitously to the Town, free and clear of any encumbrances, Blocks 220 to 224 (inclusive) on the Plan (natural heritage features and associated buffers, linkages and vistas) which dedication shall be to the satisfaction of the Town Solicitor; and, the Owner hereby acknowledges and agrees with the following:
- a) The Owner shall ensure an acceptable natural state is provided, in order to protect the viability of Blocks 220 to 224 (inclusive) to the satisfaction of the Town including the clean up and removal of any construction waste, materials and debris, discarded or leftover soils, construction and erosion and sediment control fencing and similar matters; and
 - b) The Owner shall delineate the limits of Blocks 220 to 224 (inclusive) to the satisfaction of the Town and in accordance with the approved engineering drawings listed in Schedule "E";
 - c) That the development and residential lots shall not impact or encroach onto the land within Blocks 220 to 224 (inclusive) with grading or any building and/or structure such as but not limited to private fences, retaining walls, poles, composters, children's play structures, landscape features, except required grading for the development as shown on the Master Grading Plan and the approved engineering drawings listed in Schedule "E";
 - d) That the Owner shall include in all purchase agreements for Lots and Blocks adjoining any of Blocks 220 to 224 (inclusive) a notice to purchasers that unauthorized public access to Blocks 220 to 224 (inclusive) is prohibited except for potential future public trails approved by the Town;
 - e) That the Owner shall provide fencing, landscaping and signage as required by the Town and in accordance with the approved engineering drawings listed in Schedule "E" to restrict public access to Blocks 220 to 224

(inclusive);

- f) That the Owner shall prepare and distribute a brochure to new home purchasers which provides information about the natural heritage features in Blocks 220 to 224 (inclusive) along with advice about how landowners can be good neighbours to and stewards of these areas, to the satisfaction of the Town.
19. The Owner shall dedicate gratuitously to the Town, free and clear of any encumbrances, Block 218 on the Plan (stormwater management facility) which dedication shall be to the satisfaction of the Town Solicitor. Further, the Owner agrees to dedicate gratuitously any additional required access and/or drainage easements to the satisfaction of the Town and any such dedications shall be to the satisfaction of the Town Solicitor. The Owner shall construct the following on Block 218 in accordance with the approved engineering drawings listed in Schedule “E”:
 - a) A stormwater management facility;
 - b) 4.0 metre wide maintenance access roads surfaced with turfstone in part and limestone screenings on the remainder;
 - c) A continuous 2.0 metre wide pathway surfaced with asphalt connecting from the sidewalk on the south side of Red Elm Road to the sidewalk on the south side of Black Cherry Crescent;
 - d) Landscaping, fencing and regulatory signage.
 20. The Owner agrees to dedicate gratuitously to the Town, free and clear of any encumbrances, any additional lands should same be required to implement the Plan and Conditions of Draft Approval, which dedications shall be to the satisfaction of the Town Solicitor.
 21. The Owner shall dedicate gratuitously all easements free and clear of any encumbrances to any public authority or utility, including, but not limited to the Town, cable, gas, hydro, or telecommunications companies, as may be required, (and with respect to cable and gas services subject to such services being available). It is recognized that these dedications are in addition to any easements that may be shown on the Plan and any such dedications shall be to the satisfaction of the Town Solicitor.
 22. Prior to final approval, the Owner shall agree in wording acceptable to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities, the Owner shall be responsible for the relocation of such facilities or easements.
 23. The road allowances in the Plan shall be shown and dedicated gratuitously as public highways by the Owner to the Town by certificate on the Plan.
 24. The Owner shall dedicate gratuitously to the Town, free and clear of any encumbrances the stormwater management facility, regulatory floodplain areas and any easements required for storm water drainage purposes, which dedication shall be to the satisfaction of the Town Solicitor.

Signs

25. The Owner shall, as may be required by the Town or other authority, as the case may be, erect the following signs on the Subject Lands prior to the Town’s issuance of Municipal Approval of the first residential building permit or at an alternative time as

approved in writing by the Town:

- a) A General Land Use Sign: A sign shall be erected near the main entrance(s) to the Subject Lands in a location to the Town's satisfaction. The dimension of the sign shall be 2.4 metres by 2.4 metres. The sign shall show the projected uses in the Subject Lands, lotting patterns, sidewalk layout, community mailbox locations as well as the uses and proposed uses of lands within 120 metres of the perimeter of the Subject Lands. The Owner shall maintain the General Land Use Sign until Final Acceptance of the Works;
- b) A Parkland Sign: A sign shall be erected on the block of land being dedicated as parkland, if such signage is required by the Town. If so required, then, the dimension of the sign shall be a minimum size of 1.0 metre by 1.0 metre, and shall be located to the Town's satisfaction, and the Owner shall maintain such sign until the parkland is placed in a physical condition satisfactory to the requirements of the Town. The park shall be named by the Town to its satisfaction;
- c) A Utility Locate Sign: Such sign shall be located near the main entrance(s) to the Subject Lands, for the purpose of informing the public, including contractors, subcontractors and new property Owners of the necessity for calling phone numbers for information as to the location of underground utilities. Such sign shall be obtained by the Owner from the applicable utility companies and shall be installed and maintained by the Owner, at its expense, until Final Acceptance of the Works;
- d) An Education Notice Sign(s): A sign(s) shall be erected at all major entrance(s) to the Subject Lands advising that: "Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available". These signs shall be to the specifications of the Upper Grand District School Board and Dufferin-Peel Catholic School Board's specifications, at locations determined by the Board (and at locations agreeable to the Town), and erected prior to registration. The Owner shall endeavour to obtain concurrence from the School Boards to place the required notices on one sign, rather than two separate signs. Such sign(s) shall be installed and maintained by the Owner, at its expense, until Final Acceptance of the Works;
- e) Signage or other means, to the satisfaction of the NVCA and the Town, demarcating the outer limits of Blocks 220 to 224 (inclusive); and,
- f) "Unassumed Road" Signs: 1.2m by 1.2m signs with 100mm lettering shall be posted at each entrance to the Subject Lands, reading as follows:

"ROAD UNASSUMED BY THE TOWN OF SHELBURNE
USE AT OWN RISK"

26. The Owner shall affix, in a conspicuous position, on each lot, a lot number and civic address number to the satisfaction of the Town. All such civic address numbers shall comply with the emergency number protocols in existence in the Town. All numbering and numeric signage shall be to the satisfaction of the Town.
27. All signs required to be erected under this Section are subject to the approval of the Town. The Owner may erect a maximum of three (3) advertising sign(s) after the design, size and location of the signs has been approved in writing by the Town. The advertising sign(s) erected by the Owner shall be removed by the Owner at the earliest of the three following dates:
 - a) the date on which any model home of the Owner is sold;
 - b) the date on which any model home of the Owner is occupied as a residence;

and

- c) any date that the Town directs.

The erection, alteration, maintenance and removal of each sign shall be carried out by the Owner.

- 28. In the event that any uses of the Subject Lands shown on any sign are changed, or in the event that any of the Subject Lands is re-subdivided, the Owner shall make appropriate changes on the signs to reflect the new information within one month after final approval is granted for the changed use or re-subdivision of the Subject Lands.
- 29. For all signs that are subject to the requirement for a municipal sign permit and/or a MTO sign permit and/or a building permit, the Owner shall obtain the requisite permit(s) prior to erecting the signs.

Plans, Maps and Benchmarks

- 30. The Owner shall prepare a Map which shows the Plan together with surrounding land uses, which Map shall be to the satisfaction of the Town Planner, all of which is to occur prior to marketing or otherwise offering to sell any of the draft approved lots to builders or potential homebuyers. Such map shall be required to indicate that Block 219 may or may not, at the Town's option, be developed as a park. The approved Map and Schedule shall be posted in a prominent location in the sales office, if any, and a copy of the approved Map and Schedule "I" shall be provided directly to potential purchasers. Further, the Owner agrees to provide the approved Map to and obtain execution of Schedule "I" by each builder/homeowner. Such documents shall be submitted as part of the filings to the Town for its clearance of the requisite building permit application.

Expenses to be Paid by the Owner

- 31. Every provision of this Agreement that the Owner is obligated to perform or carry out in any way shall be deemed to include the words "at the expense of the Owner" unless such provision expressly provides to the contrary.
- 32. The Owner shall pay such reasonable fees as may be invoiced to the Town by the Town Solicitor, the Town Planner and the Town Engineer in connection with the approval of the Plan, registration of the Plan, and the preparation, processing and completion of the terms of this Agreement.
- 33. All expenses for which demand for payment has been made by the Town shall bear interest commencing 30 days after such demand has been made at the rate set out in paragraph 44 of this Agreement.
- 34. In the event that the Town deems it necessary to retain the services of additional outside consultant(s), (that is, consultant(s) not in the permanent employ of the Town), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on-site inspections of the work performed, the Town shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner.

Security For Performance

- 35. Prior to the execution of this Agreement by the Town, the Owner shall deposit with the Town security in an amount calculated as the sum of the following:
 - (a) For any works not identified under a Pre-servicing Agreement, one hundred and ten per cent (110%) of the estimated costs of the Works to be installed by the Owner; plus,

- (b) For any Works identified under a Pre-servicing Agreement that are incomplete or have not been granted Preliminary Acceptance by the Town at the time of execution of this Subdivision Agreement, the Owner shall deposit with the Town security in an amount which is one hundred and ten per cent (110%) of the estimated costs of the Work less the amount of any security previously posted and maintained by the Owner for the same works under the Pre-servicing Agreement, plus;
- (c) For any works that have been completed and granted Preliminary Acceptance by the Town under a Pre-servicing Agreement at the time of execution of this Subdivision Agreement, the Owner shall deposit or maintain on deposit with the Town security in an amount which is fifteen per cent (15%) of the estimated cost of the Works,

all as set out or referred to in Schedule "H". The amount of the required security is specified in Schedule "G". The required security shall be issued by a financial institution in the form of an irrevocable letter of credit(s), cash or such other equivalent security satisfactory to the Town's Treasurer, and is collectively referred to in this Agreement as the "Security". The Town reserves the right to require the quantum of the Security to be augmented by the Owner, should the Town determine that the quantum secured is insufficient for the required purposes set out in this Agreement.

- 36. Should such Security be in the form of letter(s) of credit, such letter(s) of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Town requesting such extension. The Owner shall keep the letter(s) of credit in full force and in effect and the same shall be renewed from time to time until the Town determines that such Security is no longer required.
- 37. The Security is required to secure:
 - (a) completion of the Works by the Owner in conformity with the provisions of this Agreement; and,
 - (b) performance of all other obligations of the Owner under this Agreement.
- 38. The Security received and held by the Town in accordance with this Agreement may be applied and used by the Town to address not only the matters for which the Security is expressly required, but may also be applied and used by the Town in accordance with the remedial provisions of this Agreement, to any other matter, expense or obligation of the Owner. Should such Security be applied and used against any other matter, expense or obligation of the Owner, it is agreed that such Security is deemed to be expressly received for such purpose.
- 39. The Security required by the provisions of this section shall be reduced in amount from time to time at the discretion of the Town following receipt satisfactory to the Town, of a progress certificate from the Consulting Engineer and proof of payment to the contractor(s), in respect of the Works covered by the said Security; together with an executed statutory declaration in the form of Schedule "K" or such other documentation acceptable to the Town Solicitor. In no case shall the amount of the Security be reduced to less than an amount equivalent to one hundred and ten percent (110%) of the cost of the incomplete works as estimated by the Town Engineer, plus fifteen percent (15%) of the estimated cost of the completed Works as set forth in Schedule "H" or \$20,000.00, whichever amount is greater.
- 40. In addition, the Owner shall deposit with the Town a cash deposit in the amount of \$50,000.00 to be drawn on to reimburse the invoices rendered by the Town Solicitor, the Town Planner, the Town Engineer, and any outside consultants, pursuant to the provisions of the Section **Expenses to be Paid by the Owner**, from time to time, and

such deposit shall be replenished from time to time as required by the Town Treasurer. In the event that the expenses of the Town exceed the amount of the deposit, the Town shall demand payment from the Owner. Should the Owner fail to make such payment within thirty days (30) days of such demand, the Town may draw on the security without notice to the Owner. Subsequent to the Town Engineer, the Town Planner and the Town Solicitor advising the Town that their respective files have been closed on this matter, and subject to all invoices having been paid, and all other financial matters being in good standing, the Town shall remit remaining monies of the replenished deposit, if any, to the Owner. The Owner shall also deposit with the Town an amount equivalent to its deductibles for the required insurance policies being carried by the Owner under the Section **Insurance**. Subsequent to the completion of the Agreement, and subsequent to the expiry of such time as is deemed sufficient by the Town, in its sole discretion, after due consultation with the Town Solicitor to determine that it is unlikely that there will be commencement of actions, if any, answerable by the said insurance by any aggrieved parties, such insurance deposit shall be remitted to the Owner, unless said deposit has been drawn upon. It is the Owner's obligation to make such requests for the return of any remaining monies of the above deposits at the appropriate time, and should such requests not be made, the Town may retain such deposits.

41. In addition to the Security, the Owner shall make the required cash payments to the Town as set out in Schedule "G" prior to the execution of the Agreement by the Town. It is agreed that the Lot Grading Deposit and Lot Fees shall be payable prior to Municipal Approval of building permits pursuant to section 2 (b) of Schedule "G" and shall be used by the Town towards any professional fees or other expenses arising from the inspection and or grading of lots in the Plan, including any remedial work that may be required with respect to the same. It is agreed and acknowledged that each Lot Grading Deposit shall be applied to the Lot for which it was deposited and that each Lot Fee shall be applied to the Lot for which it was paid, except that, where a single Owner or builder provides Lot Grading Deposits and Lot Fees for multiple Lots, the Town may, in its sole discretion treat such deposits and fees as a single aggregate fund which may be applied by the Town towards fees or expenses in respect of any such Lot or Lots on the Plan. Upon grading approval by the Town, any unspent portion of the applicable deposit or deposits shall be returned to the Owner, without interest. The Lot Fee is non-refundable. It is agreed and acknowledged that an individual Lot Grading Deposit may not be sufficient to cover the cost of lot grading and/or inspection for any given Lot. Therefore, notwithstanding the foregoing, nothing herein shall limit the Town's authority to use any other funds or securities held pursuant to this Agreement for lot grading and/or inspection purposes.

Fees and Development Charges

42.
 - a) The Owner agrees to pay all Town, County of Dufferin and NVCA fees, charges, levies and development charges as may be required for the development.
 - b) The Owner acknowledges having been advised that, pursuant to Section 69 of the *Planning Act*, the Owner will be required to pay processing fees to the Town for each final approval of this Subdivision, in accordance with the Town's by-laws, as amended from time to time. Fees shall also be required by the Town for each application to extend Draft Approval and for major revisions to the Draft Plan or conditions.
 - c) The Owner further acknowledges that it is required, at the time of the issuance of a Municipal Approval for building permit by the Town (or its delegate) for commercial and residential land within the Subject Lands to pay such development charges as may be levied by Development Charges By-laws authorized by the *Development Charges Act*, S.O. 1997, as amended. Should the Town, in its sole discretion, determine that variance of the timing of the payment of development charges is required, the Owner shall enter into a Development Charges Agreement with the Town. Such Agreement shall be

executed by the Owner prior to the Owner transferring any lots in the Subject Lands. Notwithstanding section 27(2) of the *Development Charges Act, 1997*, the rate of Development Charge is subject to change prior to building permit issuance and the Owner shall pay, at the time of building permit issuance, any shortfall in the development charge due to a change in rate, indexing or any other changes. Pursuant to section 59(4) of the *Development Charges Act, 1997*, the Owner agrees to advise those persons who first purchase lots within the Plan, prior to the transfer of those lots, of all development charges related to the development, unless the development charges have already been paid OR unless the Agreement of Purchase and Sale for the said lot(s) specifies that the Owner will deliver a building permit and shall be responsible for the payment of the development charges. Any other costs or charges identified in this Agreement as payable by the Owner shall be in addition to and not in lieu of the Owner's liability under the *Development Charges Act, 1997* and the Town's by-laws enacted thereunder. The Owner hereby waives claims for credits, if any, against development charges payable herein, and further releases and forever discharges the Town from such claims, if any.

- d) In addition, the Owner acknowledges having been advised that Development Charges and fees of the County of Dufferin, the respective School Boards and Hydro One are payable in accordance with their respective Development Charge Requirements.
43. Education Development Charges shall be collected prior to the issuance of a building permit.

Interest

44. Interest at the prime rate of the Bank of Canada, plus 2% adjusted quarterly, accrues and shall be paid by the Owner to the Town from and after the expiration of thirty (30) days from the date when any sum becomes due and payable by the Owner to the Town under the provisions of this Agreement. This provision does not apply to arrears of realty taxes, local improvements and other municipal and non-municipal levies of local or general application, which have their own provisions in respect of interest on arrears.

Engineering Services

45. The Owner shall have engaged the services of a qualified Professional Engineer ("the Consulting Engineer") registered under the Professional Engineers Act of Ontario, to perform all required engineering services related to the Owner's development of the Subject Lands, subject to the approval thereof by the Town Engineer. The Owner shall provide to the Town the full name, address, telephone and fax numbers and email address of the Consulting Engineer so retained.
46. The Owner agrees that before any of the Works described under Schedule "E" are commenced or any contracts for such Works are entered into, such engineering services shall, in accordance with the standards and policies of the Town, include, (but not be limited to) the following services:
- (a) the calling of tenders;
 - (b) analysis of bids including recommendation(s) to the Owner;
 - (c) application for other permits required to construct the Works required by this Agreement.
47. The Consulting Engineer's services shall include, but not be limited to, the following obligations:
- (a) setting out the work;

- (b) full time construction inspection and quality assurance all in accordance with the plans and specifications of the Works, to the satisfaction of the Town; and,
- (c) preparation of progress certificates.

48. The Owner covenants to the Town that:

- (a) the Works shall be carried out in accordance with the approved construction drawings and specifications and all other relevant provisions of this Agreement;
- (b) all phases of the Works described in this Agreement are subject to the prior approval of the Town Engineer;
- (c) the Town has made the Owner aware of the requirements of the Town's Drinking Water Works Permit (DWWP) and Municipal Drinking Water License (MDWL) and that the Owner has been provided with a copy of the DWWP and the MDWL;
- (d) the Consulting Engineer, shall provide to the Town, at the expense of the Owner:
 - (i) prior to the commencement of the Works – a copy of the approved construction drawings in a digitized electronic format acceptable to the Town; and,
 - (ii) prior to the connection of new, modified, replaced or extended watermain to the municipal drinking water system, shall complete and sign Parts 1, 2 and 3 of the MECF Form 1 – Record of Watermains Authorized as a Future Alteration and provide the required description of the undertaking and plan attachment identifying the location(s) of the undertaking and nominal diameter of the watermain(s);
 - (iii) within six (6) months of completion of the Works – “as constructed” drawings in a manner consistent with the requirements under this Agreement for “as constructed” drawings in a digitized electronic format acceptable to the Town, as well as inspection field records and reports of the constructed Works; and,
 - (iv) shall provide all necessary documentation to permit the inclusion and inputting of this Plan into the Town's GIS system, including payment of any invoices rendered by the Town for preparation of such inclusion and inputting.
- (e) on completion of the Works, the Consulting Engineer shall, at the expense of the Owner, certify to the NVCA in writing that the Works have been constructed in accordance with all plans, reports and specifications, as approved by the NVCA; and
- (f) its Consulting Engineer is authorized to act as the Owner's representative to the Town, including the submission of all engineering services and matters subject to the review and/or approval of the Town, and the Consulting Engineer is authorized to receive on behalf of the Owner, all directions, approvals and requirements of the Town with respect to engineering services.

49. The Owner shall not commence construction of any Works pursuant to this Agreement prior to the satisfaction of paragraphs 4, 5 and 6 of this Agreement, unless otherwise authorized by the Town. The Owner shall not commence construction of those Works pursuant to this Agreement requiring a related Environmental Compliance Approval from the MECF and/or requiring approvals by other authority(ies) prior to the issuance of a related Environmental Compliance Approval from the MECF and/or the issuance of the required approvals by other authority(ies)

for those Works.

50. The Owner shall not commence pre-grading of the Subject Lands or construction of any Works until it has ensured that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act, 1997* in carrying out said activities.

Reports

51. The Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:
- a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s);
 - b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s).
52. The Owner has prepared and submitted to the Town for approval, the reports listed below. Recommendations from these reports, as amended or modified to the satisfaction of the Town will be implemented in the detailed design process to the satisfaction of the Town and any other public authorit(ies) as noted below. All reports and studies must substantially conform to the Plan.
- a) Recommendations of the *Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* dated January 2017 and the associated *Traffic Impact Conformance Memorandum* dated June 26, 2019 and the associated *Pedestrian Movements and Infrastructure/Crossing Needs Memorandum* dated November 4, 2019, all prepared by Cole Engineering Group Ltd., or the final version of these reports as approved by the Ministry of Transportation, the County of Dufferin and the Town;
 - b) Recommendations of the *Environmental Noise Feasibility Study – Highway 10/89 and County Road 124* prepared by Valcoustics Canada Ltd. and dated December 13, 2017, or a final revised version of the Noise Feasibility Study as approved by the Town;
 - c) Recommendations of the *Functional Servicing and Stormwater Management Report* prepared by Husson Engineering and Management and dated October 2019 and the related drawings, or a final revised version of the Functional Servicing and Stormwater Management Report as approved by the Town;
 - d) Recommendations of the *Environmental Impact Study* prepared by Golder Associates Ltd., dated June 2019, and any amendments or modifications thereto approved by the Town and NVCA, shall be implemented to the satisfaction of the Town and NVCA. This shall include a NVCA Permit for works occurring within regulated lands, all at the cost of the Owner.
53. The Owner agrees to have prepared, by a qualified Engineer, and submitted to the Town for approval, a detailed Engineering Submission for each phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the applicable legislation, including any applicable Class Environmental Assessments and the Owner must provide documentation to confirm compliance with same. The Engineering Submission shall be incorporated as part of the approved drawings

under the subdivision agreement, and shall be completed and approved prior to the execution of the subdivision agreement, and prior to final approval of the plan of subdivision.

54. The Owner agrees to have prepared, by a qualified Consulting Engineer(s) or other professionals as noted below, and submitted to the Town for approval, the following reports. All reports and studies shall be to the satisfaction of the Town together with any other public body as noted below. All reports and studies must substantially conform to the Plan. Recommendations from these reports, as amended or modified to the satisfaction of the Town, must be implemented to the satisfaction of the Town.
- a) *Phase 1 and 2 Environmental Site Assessments* and a *Record of Site Condition (RSC)* or in the alternative to a RSC an opinion by a qualified professional confirming to the satisfaction of the Town that a RSC is not required and that the proposed land uses and the development comply with the Environmental Protection Act. The Owner acknowledges and agrees that ensuring the suitability of land for its proposed uses is the Owner's responsibility. The Owner shall retain a Qualified Person (QP) as defined in Ontario Regulation 153/04 to prepare and submit a Phase 1 Environmental Site Assessment (and any other phases required) to assess the Subject Lands, including any lands to be conveyed to the Town in order to ensure that the subdivision lands and any lands to be conveyed to the Town are free of contamination. If contamination is found, the Qualified Person shall determine its nature and the requirements for its removal and disposal at the Developer's expense. Prior to the final approval of the Draft Plan, a Qualified Person shall certify that all subdivision lands and the lands to be conveyed to the Town are free of contamination and that topsoils placed on such lands are free of atrazine. Prior to the final approval of the Draft Plan, and prior to the Town accepting any real property interests, if contamination is found, the Owner shall: i) Submit all environmental assessment reports prepared in accordance with the Record of Site Condition (O. Reg. 153/04) describing the current conditions of the Subject Lands, including any lands to be conveyed to the Town, and the proposed remedial action plan to the satisfaction of the Town Engineer; ii) Complete any necessary remediation work in accordance with the accepted remedial action plan and submit certification from a Qualified Person that the Subject Lands and any lands to be conveyed to the Town meet the Site Condition Standards of the intended land use; and iii) File a Record of Site Condition (RSC) on the Provincial Environmental Registry for the Subject Lands including any lands to be conveyed to the Town. In addition, prior to the registration of the plan of subdivision, the Owner shall provide such environmental warranties and undertakings to the satisfaction of the Town Solicitor;
 - b) A *Siltation, Sedimentation and Erosion Control Report* which may be included in the *Stormwater Management Report* as part of the detailed design to provide recommendations for the control, maintenance and monitoring of sediment during all phases of construction and to address erosion control issues specific to the Draft Plan, to the satisfaction of the Town and NVCA;
 - c) A *Tree Preservation and Inventory Report* ("Landscape Plan") prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement through appropriate plans or other measures including edge management, to the satisfaction of the Town and NVCA;

- d) A *Final Traffic Impact Study* including required updates and revisions to the report entitled *Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* dated January 2017 and the associated *Traffic Impact Conformance Memorandum* dated June 26, 2019 and the associated *Pedestrian Movements and Infrastructure/Crossing Needs Memorandum* dated November 4, 2019, all prepared by Cole Engineering Group Ltd., and to carry out or cause to be carried out the Town-approved recommendations of the Final TIS and associated memoranda;
 - e) A *Geotechnical Report* to the satisfaction of the Town and inclusive of a detailed *Geotechnical Report* for the stormwater facility to the satisfaction of the Town and the NVCA;
 - f) A *Subsurface Investigation Report*;
 - g) Detailed lot grading, erosion and sediment control plans;
 - h) A clearance letter from the MTCS for the Stage 1 and Stage 2 Archaeological Assessments; and
 - i) Where required in paragraph 63, an *Imported Fill Report* prepared by a Qualified Professional as defined in subparagraph 63(e).
55. Prior to the registration of the Plan, the Owner shall submit at its cost to the Town for review and approval:
- a) Engineering drawings, including a copy of the Master Grading Plan.

Commencement of Works

56. The Owner shall give to the Town, a minimum of two (2) clear business days written notice prior to the commencement of construction of any of the Works provided for under this Agreement. Should any significant work stoppage occur in the prosecution of Works, the Owner shall give to the Town prompt notice of the stoppage of such Works, and shall give two (2) clear business days written notice prior to the re-commencement of construction of such Works.
57. The Owner shall, in addition to and without limiting the application of any other terms of this Agreement, commence the Works described in the Schedules on or before the dates set out in Schedule “J” and diligently continue construction and installation of the Works, failing which the Town may, upon 14 (fourteen) days written notice to the Owner draw upon the security and complete the Works.
58. For the purpose of the foregoing paragraph, the Owner shall be deemed to have commenced the Works when the Owner has actually undertaken construction and installation or completed part of the Works described in Schedule “E”.

Order of Installation of the Works

59. The Owner shall proceed diligently with construction and installation of the Works in accordance with the timetable as set out in Schedule “J”.
60. The Owner shall commence the installation of all Works within the time limits prescribed in Schedule “J”. Upon the written application of the Owner to the Town to extend the time for completion of the said Works or any of them, the Town, in its discretion, may extend the time for completion for such period of time and upon such terms and conditions as it deems reasonable. Failure to meet the time limits prescribed under Schedule “J”, unless same are extended pursuant to the foregoing

sentence, shall be deemed to be a default by the Owner of its obligations under this Agreement.

Temporary Works

61. The Owner shall construct all works, which must be considered temporary to facilitate the development of the subject property to the satisfaction of the Town. These works may include but not be limited to, emergency access, temporary cul-de-sacs, and temporary stormwater facilities.

Lot Grading

62. The owner agrees to grade the Plan in accordance with the approved Master Grading Plan, attached hereto as Schedule "F" and the Detailed Site Plan for each lot. All such grading plans shall be prepared and submitted to the satisfaction of the Town. The Owner shall obtain all permits as may be required for all grading.

It is acknowledged that the grading for the Plan of Subdivision is designed to provide for appropriate stormwater management. In order to ensure that such grading remains as designed, the Owner hereby grants a restrictive covenant to the Town in perpetuity to run with the land, including running with each lot, (and which grant shall be binding on each successor in title including a homebuyer, homeowner, executors, administrators, successors and, assigns for each lot). The restrictive covenant is in favour of the lands to be deeded to the Town pursuant to Schedule "D", including the Town owned roads and the Town owned blocks. The restrictive covenant prohibits the alteration of the grading approved on the Detailed Site Plan and Master Grading Plan for each lot without the written consent of the Town. Should such grading be altered, and not restored to the satisfaction of the Town, the Town, its contractors, employees, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases of emergency, have the right to enter onto the said lands and, at the expense of the Owner (or successors in title), do any grading work required and further, in addition to any other remedies available to the Town, shall have the right to recover the costs by action or in like manner as municipal taxes, pursuant to the provisions of Section 427 of the *Municipal Act*, S.O. 2001, c.25, as amended.

63. The Owner agrees that, should the approved Master Grading Plan require the importation of fill onto the Subject Lands, the Owner shall provide an Imported Fill Report to the Town. The Imported Fill Report shall include the following assurances provided by a Qualified Person, to the satisfaction of the Town:
 - a) before any soil was brought to the Subject Lands:
 - (i) samples were collected from the soil to be brought to the Subject Lands in accordance with clause (ii) of this subparagraph;
 - (ii) the samples were analyzed in accordance with clauses (iii) and (iv) of this subparagraph and the concentration of contaminants in the soil was known to be equal to or lesser than the standard for the contaminant set out in Table 1 of the *Soil, Ground Water and Sediment Standards for use under Part XV.1 of the Environmental Protection Act* issued by the MECP, as amended from time to time ("the Standards");
 - b) the samples that were collected and analyzed were:
 - (i) collected and selected for analysis so as to obtain representative results that locate any areas in the soil being sampled where a contaminant may have been present at a concentration greater than the standard in the Standards for the contaminant and at least one soil

sample was analyzed for each 160 cubic metres of soil for the first 5,000 cubic metres of soil from each source of soil, following which at least one sample for each additional 300 cubic metres of soil was analyzed;

- (ii) collected by the Qualified Person, or under the supervision of the Qualified Person by an individual qualified to take samples for such purpose; and
 - (iii) collected for the purpose of determining if contaminants were present in the soil as a result of any potentially contaminating activity or other environmental condition:
 - a) at the property from which the soil originated while the soil was there; or
 - b) at any property at which the soil had subsequently been stored while the soil was being stored at that property; or
 - c) while the soil was being handled, stored or transported at any time before its final placement on, in or under the Subject Lands.
- c) the samples were analyzed for contaminants that may reasonably be expected to be present in the soil, having regard to:
- (i) the property from which the soil was taken before being brought to the Subject Lands;
 - (ii) the handling of the soil, including its storage and transport, following its original excavation; and
 - (iii) any other relevant factors, including potentially contaminating activity.
- d) analysis of the samples was carried out at an accredited laboratory.
- e) for the purposes of this paragraph, a “Qualified Person” is:
- (i) a person who holds a licence, limited licence or temporary licence under the *Professional Engineers Act*; or
 - (ii) a person who holds a certificate of registration under the *Professional Geoscientists Act, 2000* and is a practising member, temporary member or limited member of the Association of Professional Geoscientists of Ontario.

Erosion and Sediment Control

64. The Owner agrees with the Town to erect temporary fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Town and that the temporary fencing shall be maintained and remain in place until such time as directed otherwise by the Town
65. The Owner agrees with the Town to construct all works which must be considered temporary to facilitate the development of the subject property to the satisfaction of the Town and any other relevant public agency. These works may include but shall not be limited to, emergency access and temporary stormwater facilities.
66. The Owner agrees with the Town that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Town. The Owner further agrees there will be no stockpiling on any lands being conveyed to the Town or on any Blocks or on

other adjacent lands owned by the applicant without the written approval of the Town.

67. The Owner agrees to:

- a) prepare an Erosion and Sediment Control Plan to provide recommendations for the control, maintenance and monitoring of sediment during all phases of construction and to address erosion control issues on the Subject Lands, to the satisfaction of the Town and the NVCA;
- b) install all erosion and sediment control measures approved by the NVCA prior to site alteration or development, and maintain such measures throughout the construction process, until all disturbed areas have been re-vegetated;
- c) provide and maintain barrier fencing or erosion and sediment control fencing, as appropriate, prior to commencement of top soil stripping or other construction activities to the satisfaction of the Town and the NVCA;
- d) inspect and maintain all erosion and sediment control measures after each rainfall to the satisfaction of the Town and the NVCA and maintain a record for review upon request by the Town and the NVCA;
- e) provide copies of all such documentation to the Town and/or NVCA, if so requested, and to provide any additional inspections, maintenance, and/or erosion and sediment control measures, as the Town, through the Director of Development and Operations and/or the Town Engineer and/or NVCA may require;
- f) provide suitable temporary mulch and seed cover within seven (7) days of the completion of a particular phase of construction for any disturbed area not scheduled for further construction within ninety (90) days of being disturbed;
- g) re-vegetate all disturbed areas with permanent cover immediately following completion of construction and maintain ground cover to the satisfaction of the Town;
- h) provide to the Town sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed to the satisfaction of the Town Treasurer; and
- i) stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and maintain ground cover to the satisfaction of the Town.

Works Outside the Subject Lands

68. The Owner agrees that:

- a) where the Subject Lands adjoin an existing road or, where municipal services must be brought from some distance to the Subject Lands or be taken some distance to a suitable outfall, the Works herein may include works to be done outside of the Subject Lands, and in this event, such Works shall be identified in the Schedules of this Agreement and such Works shall be carried out by the Owner in accordance with the same requirements and be subject to the same obligations in favour of the Town as provided for in this Agreement for the other Works to be carried out within the Subject Lands;

- b) where work is performed by the Owner, pursuant to this Agreement, on existing roads outside the Subject Lands, such roads shall be reinstated by the Owner to the satisfaction of the Town. The Owner is required to obtain all necessary road cut permits from the appropriate road Authority. Access shall be maintained at all times to properties abutting such roads and the traveling public shall be protected. All Works and services shall be carried out to the satisfaction of the Town;
- c) without limiting the generality of the foregoing paragraph, the Owner shall carry out any stormwater management works/improvements as may be required, to provide conveyance of stormwater flows from the Subject Lands to the proposed stormwater management facility (Block218 on the Plan), to the satisfaction of the Town Engineer and Director of Development and Operations; and
- d) the Works required to be carried out by the Owner outside the Subject Lands, shall be completed according to the drawings and specifications set out under Schedule “E” and at such costs as may be agreed upon between the Owner and the Town under Schedule “G”. Said works shall be carried out specifically in accordance with the terms of this section and the terms of the section **Roadways**, in addition to the general terms and obligations of this Agreement.

69. The Owner shall complete the following works external to the development:

- a) A new unsignalized intersection at Anishinaabe Drive and County Road 124 and the related roadway improvements recommended in the *Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* prepared by Cole Engineering Group Ltd. and dated January 2017, or the final version of the Traffic Impact Study for the development as approved by the MTO, the County of Dufferin and the Town, in accordance with the approved engineering drawings in Schedule “E”, at the cost of the Owner and to the satisfaction of the MTO, the County of Dufferin and the Town;
- b) A new signalized intersection at Ojibway Road and Highway 10/89 and the related roadway improvements on Highway 10/89 in accordance with the required Environmental Assessment (EA) and detailed design completed by the Owner, to the satisfaction of the MTO and the Town. The Owner shall, in the design and construction of the improvements to Highway 10/89, consider the requirements of STWDSTS. The Upper Grand District School Board on behalf of STWDSTS shall be satisfied that school bus operators can safely stop and pickup/drop off future students on Highway 10/89 and/or County Road 124 prior to the Final Acceptance of streets in the subdivision by the Town of Shelburne. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the intersection and highway improvement cost, in accordance with paragraph 70;
- c) Installation of a sidewalk or other hard surface walkway having a minimum width of 1.5 metres along the east side of County Road 124 from Anishinaabe Drive to the north-east corner of the intersection of Highway 10/89 and County Road 124, to the satisfaction of the MTO, the County of Dufferin and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk/walkway cost, in accordance with paragraph 70;
- d) Installation of a sidewalk along the north side of Highway 10/89 from Ojibway Road to the north-east corner of the intersection of Highway 10/89 and County Road 124, to the satisfaction of the MTO and the Town. The

Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost, in accordance with paragraph 70;

- e) Installation of a sidewalk along the west side of County Road 11 from the southwest corner of the intersection of Highway 10/89 and County Road 11 connecting to the existing sidewalk on the north side of School Road, to the satisfaction of the County of Dufferin and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost, in accordance with paragraph 70;
 - f) Installation of a sanitary forcemain from the west limit of the Subject Lands to connect to the existing sanitary sewer system including all associated road improvements and restoration of disturbed areas and upsizing/replacement of existing sanitary sewers as required to convey wastewater flows from the development to the Town's WPCP, at the cost of the Owner and to the satisfaction of the Town;
 - g) All other water, sanitary sewer, storm sewer/drainage, road, utility, landscape and other improvements and service connections required external to the property in order to service the Plan, all at the cost of the Owner and to the satisfaction of the Town.
70. The Owner shall enter into a Development Charges Funding Agreement with the Town for Development Charges funding of a portion of the costs of the external works identified in paragraph 69 (b), (c), (d) and (e) and hereby acknowledges and agrees with the following:
- a) That the Owner shall provide such information as required by the Town for any request or claim made by the Owner to have any portion of the costs funded by Development Charges in the form of credits or reimbursement;
 - b) That such funding shall be limited to the amount eligible for Development Charges funding as determined by the Town through a detailed Development Charge Background Study analysis, informed by current capital works plans;
 - c) That, if no request or claim is made by the Owner or no agreement is reached on the amounts eligible for Development Charges funding, the Owner shall be responsible for the full cost of the external works;
 - d) That, if a portion of the cost is funded by Development Charges, the Owner shall be responsible for the remaining cost;
 - e) That the Town's consideration of Development Charges funding for the cost of installing the required sidewalks/walkways external to the development shall be limited to those sidewalks/walkways that do not adjoin any boundary of the subject land and the cost of the remaining part along the boundaries of the subject land shall be the Owner's responsibility; and,
 - f) The best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding for eligible external capital works.

Relocation of Services

71. Where the abandonment, relocation and/or reconstruction of any existing private drains, private water services, roadways and/or utility installations is necessary by reason of the development of the Subject Lands, the Owner shall carry out such abandonment, relocation and/or reconstruction in accordance with the approved engineering drawings noted on Schedule "E" and pay all associated costs in

accordance with Schedule “G”, which works and services shall be carried out satisfactory to the Town.

Storm Water Management System

72. The Owner agrees to design and provide any required access and/or drainage easements and to construct any required storm water management facilities to the satisfaction of the Town and the NVCA.
73. The Owner shall file with the Town confirmation that the List of Approved Construction Drawings for the Works as set out in Schedule “E”, and specifically those drawings for the servicing of the Plan by the storm water management system, including the storm management facilities, and all works and uses ancillary thereto have been reviewed and approved by the MECP and/or the NVCA and/or the Ministry of Natural Resources and Forestry as the case may be.
74. The Owner further agrees to implement the recommendations of the supporting report(s), including the *Stormwater Management Report* as may be required and/or modified by the requisite approval authorities and/or the Town. The terms of reference for the *Stormwater Management Report* shall include consideration of best management practices, including the treatment of stormwater by natural means. The report shall include a stormwater management facilities maintenance schedule, which shall be carried out by the Owner until Final Acceptance of the stormwater management facilities. The Owner shall plant and seed all stormwater management facilities, whether temporary or permanent, in accordance with the approved planting plans in order to complete such facilities to the satisfaction of the Town. Such planting and seeding shall be completed prior to Final Acceptance of such facilities. Prior to Final Acceptance of such facilities, the Owner shall clean all stormwater management facilities to the satisfaction of the Town. The Owner shall provide confirmation from NVCA that further clearances are not required from the DFO prior to commencing any grading or construction on the Subject Lands.
75. The Owner shall carry out all required works to install storm water management facilities, and all such works and uses ancillary thereto as one of its developmental responsibilities to the requirements of and to the satisfaction of the Town and in accordance with the MECP approval(s) and NVCA approval(s), as applicable.
76. The Owner shall develop the Plan in accordance with site, grading and drainage plans approved by NVCA in addition to the requirements of the Town. Such plans shall include the location of all proposed buildings and structures, access, site drainage, existing and proposed grades.
77. The Owner agrees that it shall not place or remove fill of any kind whether originating on the site or elsewhere nor alter any existing vegetation, nor in any way disturb the lands below the Fill Line or the “Regional Storm” flood line, nor alter any waterway, without the prior written approval of NVCA, pursuant to O. Regulation 172/06, as amended (“the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation”).
78. The Owner shall design and construct the required stormwater management facility to the satisfaction of the Town and NVCA. The stormwater management facility shall be approved by the MECP pursuant to Section 53 of the *Ontario Water Resources Act*, and the Owner shall obtain such approvals prior to construction of the stormwater management facility occurring. Block 218 on the Plan, being the stormwater management facility shall include as part of its design, plantings to visually buffer the stormwater management facilities, to be installed and constructed by the Owner, and all to the satisfaction of the Town Engineer and Director of Development and Operations.

Roadways

79. The Owner shall construct, install and complete the roadways for all streets shown on the Plan to the satisfaction of the Town and in accordance with:
- a) the recommendations of a soils report prepared by a qualified engineer and approved by the Town;
 - b) all recommendations of the *Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* dated January 2017 and the associated *Traffic Impact Conformance Memorandum* dated June 26, 2019 and the associated *Pedestrian Movements and Infrastructure/Crossing Needs Memorandum* dated November 4, 2019, all prepared by Cole Engineering Group Ltd., and the *Final Traffic Impact Study* and associated memoranda required by subparagraph 54(d) of this Agreement, and any modifications thereto approved by the Town;
 - c) the drawings, specifications and standards approved by and satisfactory to the Town;
 - d) the time tables contained in this Agreement; and,
 - e) the approved Plan, attached as Schedule “B” hereto.
80. The roadway Works described in the above paragraphs shall be installed and tested by the Owner’s Geotechnical Engineer at the Owner’s expense, all to the satisfaction of the Town.
81. Prior to installation of the final layer of asphalt pavement on any roadway in the Plan, the Owner shall:
- a) wait until at least one winter (November 1 to March 30 inclusive) has passed after placement of the base asphalt;
 - b) wait until at least 80% of the dwellings in the Subject Lands are constructed, or as otherwise directed by the Town Engineer and/or Director of Development and Operations; and,
 - c) remove any base asphalt or granular base course that in the opinion of the Town Engineer and/or Director of Development and Operations has deteriorated; and,
 - d) give the Town five (5) clear business days prior notice, in writing, of its intention to install the final layer of asphalt pavement.
82. The construction of the final layer of asphalt pavement shall be undertaken and completed by the Owner in accordance with the criteria in this section, unless otherwise directed by the Town. No final layer of asphalt pavement shall be laid in any year before the first day of May or later than the first day of November. No final layer of asphalt shall be laid within 12 months of the placement of the base layer of asphalt.
83. The Owner shall provide standard pavement markings and traffic signage on all roads, if required, and at all proposed intersections within and related to the plan of subdivision to the Town’s satisfaction.
84. The Owner shall provide street lighting (Light-Emitting Diode or such other lighting as the Town may direct) for the roadways on the Plan to the satisfaction of

the Town and shall make operational the street lighting on all roads prior to the first occupancy permit.

85. The Owner shall provide sidewalks and tree planting on the proposed streets to the satisfaction of the Town.
86. All roadways illustrated on the plan shall be designed with a 12m centre-line radius in order to accommodate school bus turning movements to the satisfaction of the Upper Grand District School Board.
87. The Owner shall provide sidewalks or provide for the costs of installing and maintaining temporary hard surface walkways, including winter maintenance, within the road allowance of Ojibway Road and Anishinaabe Drive to allow children to walk safely to school or to a designated bus pickup point, until such time as a permanent concrete sidewalk is installed on Ojibway Road and Anishinaabe Drive.

Hydro-Electric and Other Utility Installations

88. The Owner shall make arrangements with and to the satisfaction of Hydro One:
 - a) for the design, provision and installation of all required electrical power transmission, distribution and street lighting systems and facilities, including Light Emitting Diode (LED) street lighting, which shall be located and installed according to specifications approved by the Town (in consultation with Hydro One);
 - (i) to install underground such Hydro facilities that, in the opinion of the Town, (in consultation with Hydro One), are capable of being installed underground; and
 - (ii) to assume that cost involved in providing and installing the described facilities, as determined by Hydro One and to pay Hydro One those costs.
 - b) for installation of all electrical service connections and appurtenances from the Hydro distribution system to lots and blocks within the Subject Lands, including Block 219 on the Plan, at locations approved by the Town, (in consultation with Hydro One) and the wiring of such service connections shall be underground; and the entire cost of providing and installing such service connections and appurtenances shall be borne by the Owner and paid to Hydro One;
 - c) for any locations not within the street(s) and not within land(s) dedicated by Transfer or vested by a Plan into the Town's name, the transfer of easements required by Hydro One, for the installation of poles and guy wires, subterranean cables, transformers and other appurtenances of an electric distribution system, on, across, or under the Subject Lands without charge and with clear title thereto, prior to registration of any transfer of a lot or block within the Subject Lands;
 - d) for the installation of temporary hydro services for use during construction including the submission of a written request to the Town and Hydro One, accompanied by the required drawings and information, at least 30 days in advance of the Owner's expected date of commencing construction of the said temporary hydro works. The Owner, at its expense, shall provide drawings and other information detailing the design, installation, duration and removal of the temporary service and switch-over to permanent service, to the satisfaction of the Town and Hydro One. The Owner, at its expense, shall commission the supply, construction, maintenance and removal of the

temporary hydro service and the switch-over to permanent hydro service, all to the satisfaction of the Town and Hydro One. If deemed necessary at the discretion of the Town and Hydro One, the Owner shall be required to enter into an addendum agreement with the Town and/or Hydro One, the terms of which shall prescribe the conditions, securities and other requirements for the temporary hydro service and related obligations of the Owner as required by the Town and Hydro One.

89. Regarding all other utilities and telecommunication facilities, (“other utilities”) permitted at law or, where the Town’s approval is required, with the Town’s approval, (as the case may be) including telecommunication cables, gas mains and television co-axial cables:
- a) the Owner agrees to provide to the Town confirmation from the telecommunication company, cable company if applicable, gas company and Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services in the Plan;
 - b) the Owner shall ensure that such “other utilities” are installed underground in a manner as may be required by law and in a manner and in locations satisfactory to the others and to the Town; and,
 - c) the Owner shall, prior to registration of any transfer of a lot or block within the Subject Lands and after the transfer of any land or easement required by the Town, grant, (in respect of locations not within public highways or walkways,) easements, as may be required, by such “other utilities”, to permit installation of side and rear of parcel utility services by such “other utilities”.
90. The Owner shall do the following, to the satisfaction of Enbridge Gas Distribution:
- a) Co-ordinate the preparation of a composite utility distribution plan that allows for the safe installation of all utilities, including required separation between utilities to the satisfaction of all effected authorities;
 - b) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities; and
 - c) Grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution Inc.
91. All of the natural gas distribution system will be installed within the proposed road allowance(s). In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc.

Canada Post

92. The Owner shall do the following, to the satisfaction of Canada Post:
- a) Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - b) Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.

- c) Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;
- d) Prior to offering any residential units for sale, to place a “Display Map” on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Town;
- e) Include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox and to include the exact locations (list of lot numbers) of each of the Community Mailbox locations;
- f) Be responsible for officially notifying purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase Offer, on which the homeowners do a sign off;
- g) Advise any affected homeowners of any established easement granted to Canada Post;
- h) Provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
 - (i) An appropriately sized sidewalk section (concrete pad), as per Canada Post specifications, upon which to place the Community Mailboxes;
 - (ii) Any required walkway across the boulevard, as per municipal standards;
 - (iii) Any required curb depressions for wheelchair access, and;
- i) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to be “fit up” prior to first occupancy. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent CMB site locations. This will enable Canada Post to provide mail service to new residences as soon as homes are occupied. The Owner shall prepare and maintain an area of compacted gravel to Canada Post specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

Driveways

- 93. a) The Owner agrees to locate and construct all driveways accessing the streets on the Plan, including the driveway aprons, all in accordance with the drawings and specifications referred to in Schedule “E”, the Comprehensive Zoning By-law 38-2007, a Detailed Site Plan for each Lot and Block, and to the satisfaction of the Town. Direct driveway access from Highway 10/89 and County Road 124 shall not be permitted to any Lot or Block on the Plan with exception to a construction entrance and temporary sales centre driveway for Block 215 for which the Owner has obtained and maintains compliance with required entrance permit(s) from the County.
- b) The Owner agrees that there shall be a maximum of one driveway per Lot within the Plan and that multiple or circular driveways shall not be permitted on any Lot.

Street Name Signs

94. a) The Owner shall supply and erect all street name signs required on those streets created or affected by the development of the Subject Lands in accordance with the standard design of the Town at locations satisfactory to the Town.
- b) The Owner shall supply and erect all signs required under the Highway Traffic Act on those streets created or affected by the development of the Subject Lands, in accordance with the requirements of the Town, to be erected at the locations as directed by the Town to its satisfaction, and at such time as the Town may require, but no later than the time period set out in (c) below.
- c) The signage set out in subparagraphs (a) and (b) shall be erected and in place prior to occupancy of any dwellings.
95. The Owner shall supply, erect and pay for all temporary or permanent barricades and guide rails on streets as may be required by the Town. No such barricade or guide rail may be removed or its position changed without the written consent of the Town.

Servicing

96. The Owner shall make all lots and blocks suitable to be serviced with full municipal sewage and water services. The Owner shall provide a Detailed Site Plan for each Lot for approval by the Town Engineer and/or the Director of Development and Operations prior to the issuance of Municipal Approval for a building permit (which clearance is by the Town) for such Lot.
97. The Owner shall service each lot and block with full municipal sewage and water services and shall ensure the proper installation of water, sanitary and stormwater related infrastructure, including compliance with the required approvals from the MECP pursuant to Part V under the *Safe Drinking Water Act* to the satisfaction of the Town, all at the cost of the Owner.
98. The Owner shall design and construct a sewage pumping station within Block 219 on the Plan to be dedicated to the Town and in a location approved by the Town, to the specifications and satisfaction of the Town, all at the cost of the Owner.

Building Levels

99. The Owner agrees that the basement floor elevations of all buildings hereafter erected on any lots within the Subject Lands shall not be set below the lowest allowable floor elevation as prescribed on the Master Grading Plan as referred to in Schedule "F".

Pre-grading of Building Parcels

100. The Owner shall, before an application is made for a building permit for construction of a dwelling on any lot within the Subject Lands:
- a) Remove the top soil from the entire lot, (or such lesser amount of the lot as the Town Engineer may agree to), and stockpile it at locations approved by the Town;
- b) Grade the entire lot to the elevation shown on the Master Grading Plan making due allowance for the final application of top soil and sod and for

the material to be excavated for the foundations and basements of buildings to be constructed; and

- c) Submit a Certificate for all the lots within the Subject Lands where dwellings will be constructed, issued by its Consulting Engineer in which the Consulting Engineer certifies to the Town, without qualification, that the pre-grading as required in this section, has been duly fulfilled.

Final Grading

101. The Owner shall:

- a) carry out final grading, which includes provision of topsoil and seed and/or sod, in accordance with the Master Grading Plan and the Detailed Site Plan for each Lot located within the Subject Lands to the satisfaction of the Town; and
- b) complete the cultivating, grassing and sodding of parkland, to the extent that such cultivating, grassing and sodding if any, has been determined to be required by the Town, and which completion shall be to the Town's satisfaction, and complete the grading of the blocks within the Subject Lands as approved by the Town Engineer, in accordance with the approved Landscape Plan and other drawings and specifications in Schedule "E", the Master Grading Plan in Schedule "F" and the order and timing of Progress and Completion in Schedule "J" to the Town's satisfaction.

102. All buildings erected on the lots or blocks located within the Subject Lands are to conform to the grades shown on the Master Grading Plan.

103. In the event that the final grading of a lot or block is not completed in accordance with this agreement, the Town may:

- a) enter upon the lot or block and carry out the work necessary to complete the final grading; and
- b) draw upon the security to pay the Town's cost to complete the final grading.

104. Notice is hereby given that the Town may subsequently approve amendments, revisions and adjustments to the Master Grading Plan, as referred to on Schedule "F" of this Agreement, such that the reader is advised to examine the plans on file with the Town to determine current requirements.

105. No municipal clearance shall be given for and/or no building permit shall be applied for the construction of an accessory building, fencing, an addition or structural alteration to an existing building or a pool on a lot within the Subject Lands, until the final grading on the lot has been completed in accordance with the Master Grading Plan and the Detailed Site Plan, except for fencing required by this Agreement or by the Subdivision (Supplementary) Agreement.

Issuance of Building Permits

106. The Owner covenants and agrees that no Municipal Approvals for building permit(s) shall be granted by the Town and that no building permit(s) shall issue until:

- a) the Plan attached hereto as Schedule "B" has been registered on title;
- b) this Agreement has been registered on title;

- c) Preliminary Acceptance has been granted by the Town for works required to service the Lots and Blocks in the applicable phase of the development including the following:
- (i) The underground services, including sanitary sewers, forcemain, storm sewers, watermains and hydrants including an operational water system;
 - (ii) The roadways which includes granular base and base asphalt, curbs and gutters;
 - (iii) The electrical distribution system, but street lights need not have been installed, unless otherwise approved in writing by the Town to allow the electrical distribution system to be completed at an alternative time prior to occupancy and provided that Owner obtains approvals by the Town and Hydro One to install temporary hydro services in accordance with subparagraph 88(d); and,
 - (iv) The stormwater management facility but the landscaping need not have been completed provided that the Owner has demonstrated to the Town's satisfaction that the areas to be landscaped are adequately stabilized.
- d) the Owner's Consulting Engineer has certified that the lots and blocks have been pre-graded in accordance with the requirements of this Agreement for pre-grading to the satisfaction of the Town Engineer;
- e) a Detailed Site Plan indicating the siting of the building, the bottom of footings, main floor and top of foundation wall elevations, and the proposed grading according to the Master Grading Plan and certified by the Owner's Consulting Engineer has been filed and has been reviewed and approved by the Town Engineer and/or Director of Development and Operations;
- f) until all trees to be preserved on the lot have been satisfactorily protected in accordance with the standards established by the Town;
- g) until lot and building plans have been submitted for review and approval by the Town, and further that the Owner adheres to the Urban Design Guidelines, or such modifications to them as may be mutually agreed upon, as set out in Schedule "K";
- h) until the development charge and education development charge and deposit have been paid to the Town, the County, the Upper Grand District School Board, or the Dufferin Peel Catholic School Board as the case may be;
- i) until the Municipal Approval Fee, Lot Grading Deposit, Lot Fee and Water Meter Fee have been paid to the Town. The Lot Grading Deposit shall be used by the Town to pay for inspection, review and remediation of lot grading on the Subdivision Lands. Unused portions of the deposit shall be returned to the Owner after grading of the Subdivision Lands has been certified by the Town Engineer and/or Director of Development and Operations;
- j) fire protection measures during construction are put in place to the satisfaction of the Town Fire Chief, which shall include an operational water system and fire hydrants with adequate access provisions for fire protection vehicles, and the following firebreak provisions:
- (i) Where six or more consecutive lots are to be built on simultaneously, the dwelling located on every 4th lot shall be capped at the subfloor

level at grade until such time that the dwellings on both sides are substantially completed with all external finishing including cladding, roofing and windows;

- (ii) Notwithstanding (i) above, in the case of a townhouse dwelling all units located in the same block may be constructed simultaneously provided that any construction on a lot or block adjoining the end units on either side of the townhouse block shall be capped at the subfloor level at grade until such time that the end unit(s) of the townhouse are substantially completed with all external finishing including cladding, roofing and windows.
 - (iii) The Town Fire Chief may designate additional firebreak lots in the subdivision if, in the opinion of the Town Fire Chief, acting reasonably, same are necessary to ensure construction site fire safety.
 - (iv) No firebreak lot shall be used to store or stockpile building materials, construction vehicles, equipment or any thing that, in the opinion of the Town Fire Chief, acting reasonably, could reduce fire safety.
- k) where the applicant for the building permit is the homeowner, and/or the Owner/builder has sold the lot to the homeowner prior to applying for the building permit, that the homeowner has provided confirmation that the required provisions of the Agreement of Purchase and Sale, as well as the final Homebuyers' Information Map, approved pursuant to paragraph 29, have been conveyed to him/her and have been acknowledged by him/her by executing the purchaser's acknowledgement as set out in Schedule "I" hereto. It is specifically noted that the Town may decline to issue any real estate compliance letters for sale of lots without being provided with such confirmation, or may advise in responses to such real estate compliance letters of this requirement;
- l) in the alternative to k) where the purchaser of the lot is a builder that has purchased the property for the purpose of constructing a residence on the property and its re-sale to a homeowner, a covenant by the builder that, prior to the sale of the property to a homeowner, the builder shall ensure that the clauses to satisfy paragraph 159 are included in the agreement of purchase and sale of the dwelling.
107. Notwithstanding subparagraph 106(c), provided there is compliance with all other provisions of paragraph 106, a Municipal Approval(s) of an application(s) for a building permit(s) may be given and a building permit(s) may be applied for, provided the Owner's Consulting Engineer certifies that an acceptable road access has been provided to within 90 metres of the construction site's property boundary to the satisfaction of the Town Engineer.

Occupancy

108. The Owner agrees that no building on any lot within the Subject Lands shall be occupied by any person, unless and until:
- a) the municipal sewage and water services have been installed and are functional;
 - b) the electrical services have been connected to the dwelling, and have been inspected, approved and activated by Hydro One;
 - c) the roof drainage downspouts discharge to the ground surface;
 - d) the Owner has paid fire call invoices, if any, to the Subject Lands;

- e) street lighting has been provided or secured to allow children to walk safely to school or to a congregated bus stop, all to the satisfaction of the Town;
- f) signage has been installed in accordance with paragraph 94 to the satisfaction of the Town;
- g) the building has passed an inspection for occupancy to the satisfaction of the Town's Chief Building Official, or designate, pursuant to the conditions for occupancy in the *Building Code Act* and Regulations thereunder; and
- h) confirmation has been received from the Town Engineer and/or Director of Development and Operations that final grading for the lot has been completed to his or her satisfaction, or will be completed in accordance with Schedule "J".

Land Restrictions

109. The Owner agrees should any of the lots be unsuitable for building purposes, then any of these unbuildable lots must be amalgamated with an adjoining lot or block. Should such amalgamation be with an adjoining lot, then the combined lot may be eligible for a building permit. It is further agreed no application may be made by the Owner for a building permit for the erection of any dwelling or structure on any of the said lots until such time when same becomes part of an adjoining lot provided such larger combined parcel is suitable for development in accordance with the intent of the approved development plans and applicable zoning by-laws.

Sodding

110. The Owner shall, in accordance with the approved Landscape Plan and other drawings and specifications in Schedule "E" and the Detailed Site Plan for each Lot:
- a) upon installation of roadway, including the construction of the roadside ditches/swales/boulevards provide topsoil and lay sod of a quality acceptable to the Town on the untravelled portion of the roadway shown within the approved Plan, including that part of the roadside ditches/swales/boulevards as required by the Town; within such other approved plans or as may otherwise be required by this Agreement. Upon the remainder of that part of the roadside ditches and swales provide topsoil and seed with hydroseed;
 - b) maintain the sod and hydroseed on the untravelled portion of the roadway, including the roadside ditches/swales/boulevards, until completion of the maintenance period of the road Works;
 - c) provide topsoil and lay sod of a quality acceptable to the Town, in accordance with the time limits specified for completion of Final Grading in this Agreement on the front, side and rear yards of each lot, except for the area designated as a driveway and any walkways, steps or decks shown on the Detailed Site Plan for the Lot;
 - d) maintain the sod on each Lot until possession of the Lot by a third party; and
 - e) maintain the sod and hydroseed on each Block until completion of the maintenance period of the Works.

Control of Weeds

111. The Owner agrees to control, to the satisfaction of the Town, weeds on all of the Subject Lands except on the lots conveyed by the Owner to a third party, which third party shall be responsible for such weed control.

Prohibition Against Debris on the Subject Lands

112. The Owner agrees to:

- a) not use land dedicated, transferred or vested in the Town for the depositing of waste, debris, topsoil, fill material or refuse obtained from the development of the Subject Lands, except with the prior approval in writing of the Town and subject to such terms as may be required by the Town;
- b) ensure that until all buildings to be erected on every lot within the Subject Lands have been occupied, that the lots or blocks will not become unsightly by the accumulation of garbage, debris or builder's waste;
- c) restrain, by all reasonable means, all other persons from depositing waste, debris, topsoil, fill material or refuse on the Subject Lands or the surrounding lands; and
- d) remove, at its expense, any such waste, debris, topsoil, fill material or refuse so deposited on the Subject Lands or surrounding lands forthwith upon being so directed by the Town.

113. The Town may, if the Owner has not cleaned up any such lot or block, municipal lands or surrounding lands upon forty-eight (48) hours' notice from the Town, enter on and clean up such land, charging the cost therefore against the security.

114. Burning of garbage and debris is prohibited.

115. The Owner shall not dispose of or stockpile any waste or surplus fill material on the Subject Lands except in a manner and in a location approved by the Town.

Street Cleaning

116. Until the Works intended to belong to the Town which the Owner is required to construct under this Agreement are assumed by the Town:

- a) the Owner shall be responsible to prevent earth and debris from being tracked onto streets outside the Subject Lands;
- b) the Owner shall provide a mud tracking pad for construction vehicles at the site entrance and shall direct construction traffic to and from the Subject Lands to the satisfaction of the Town;
- c) the Owner shall as soon as any dwelling within the Subject Lands has been commenced to be constructed, keep the street adjacent to which the dwelling is situated, and all streets affording access to that street, accessible to vehicles including emergency vehicle access; and,
- d) the Owner shall be responsible for snow removal, snow plowing, and salting/sanding until such time as the streets are granted Final Acceptance and assumed by the Town. The Town shall carry out such tasks at the Owner's cost, subject to the provisions of paragraphs 139 and 140.

117. If earth, debris and building material are allowed by the Owner to accumulate on any of the aforementioned streets, either inside or adjacent to the Subject Lands, the Owner shall forthwith clean those streets and remove the debris and materials.

118. In the event that the Owner fails to fulfill the requirements of this section, the Town is authorized to have such work done at the Owner's expense. The Town will notify the Owner in advance of the Town cleaning and removal of debris and materials from the streets. The cost of any work done pursuant to this section may be charged by the Town against the security.
119. The Owner shall provide adequate sidewalks, lighting and snow removal to allow children to walk safely to school or to a congregated bus pickup point.

Trees and Landscaping

120. The Owner shall:
 - a) provide landscaping in accordance with the approved Landscape Plan in Schedule "E" to the satisfaction of the Town. All trees planted shall be native trees suitable to the growing conditions of the Subject Lands, to the Satisfaction of the Town.
 - b) have a qualified Arborist certify that all trees planted by the Owner are disease free, healthy, and are installed to the satisfaction of the Town. Such certification will be given after planting and prior to Final Acceptance of the Works by the Town;
 - c) maintain each tree for a period of two (2) years from the time of planting in accordance with subparagraph 133 (a);
 - d) prepare a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provides means of protection, restoration and enhancement through appropriate plans or other measures including edge management, to the satisfaction of the Town and the NVCA;
 - e) preserve and protect all existing trees within the Subject Lands, including the area required for the stockpiling of excess earth, in accordance with the Tree Preservation and Inventory Report and good arborist practices except for those trees that the Town has agreed may be removed, and no trees shall be removed without such permission;
 - f) remove all trees within the Subject Lands which have died or were severely damaged during the construction process and replace damaged or dead trees with new trees, where required to do so by the Town;
 - g) carry out all other plantings as shown on the Landscape Plan approved by the Town as listed in the List of Approved Construction Drawings for the Works as Schedule "E".
121. In the event that the measures required for the protection of trees during building operations become unsatisfactory in the opinion of the Town, the Owner or any builder on the Subject Lands or their representatives, shall upon forty-eight (48) hours' notice from the Town, reinstate protection for the trees and failing which, the Town may have the work carried out at the Owner's expense, which cost shall be charged against the security.

Fencing

122. The Owner shall prepare a fencing plan and install appropriate fencing in accordance with the fencing plan and the Town's design standards, in locations required by the Town, all to the satisfaction of the Town.

123. The Owner shall erect snow fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Town. The snow fence shall be maintained by the Owner and remain in place until such time as directed otherwise by the Town.

Retaining Walls

124. Retaining walls shall not be constructed upon lands to be transferred to the Town or other public authority, unless otherwise approved by the Town. No retaining wall shall exceed a maximum height of 1.5 metres on the exposed face, unless any additional height is approved by the Town Engineer in writing. The maintenance of any retaining walls constructed within the Plan of Subdivision shall be the responsibility of the Owner and subsequent Owners. The Owner agrees to include a clause in all offers of Purchase and Sale informing the subsequent Owners of this responsibility.

Nottawasaga Valley Conservation Authority

125. The Town shall be advised by the NVCA:
- a) prior to final approval that:
 - (i) The Owner agrees to prepare, and to carry out or cause to be carried out the recommendations and measures thereof, to the satisfaction of the NVCA and the Town:
 - a) A detailed Stormwater Management Report;
 - b) An Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A detailed Geotechnical Report for the stormwater facilities;
 - e) Detailed enhancement and restoration plan(s) for buffer areas for environmental Blocks 220, 221 and 224;
 - f) A detailed implementation and monitoring report for the vegetation offsetting plan(s);
 - g) A detailed landscape planting plan(s) for the stormwater management pond block;
 - (ii) The Owner agrees to revise the draft plan in order to meet the requirements of paragraph 125(a)(i) including providing for a larger stormwater pond block (if necessary) to the satisfaction of NVCA and the Town;
 - (iii) The Owner shall require that the final stormwater management plan and works shall ensure a legal outlet and that there are no detrimental impacts to adjacent or upstream and downstream lands as a result of the development of the site and alterations to drainage and infiltration, all in wording acceptable to the NVCA;
 - (iv) Permits have been received from NVCA in accordance with Ontario Regulation 160/06 as amended for any works and site alteration within the regulated area;
 - (v) The NVCA is notified in writing through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain and the storm water management facilities have been restrictively zoned;
 - (vi) The Owner agrees to prepare an ‘Owner Awareness Package’ as outlined in Section 8.3 of the *Environmental Impact Study* prepared

by Golder Associates Ltd., dated June 2019, to the satisfaction of the NVCA and the Town;

- (vii) The Owner shall engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the NVCA.
- b) prior to the registration of the plan, and any site grading and servicing, that the following information has been prepared to the satisfaction of the NVCA and the Town:
- (i) detailed engineering plans illustrating the types, location and design of appropriate Stormwater Best Management Practices, to be used in mitigating the impacts of development of the quality (including thermal mitigation techniques) and quantity of ground and surface water resources; and
 - (ii) all sediment and erosion control measures will be in place and all major stormwater management facilities must be in place prior to the creation of impervious areas such as roads and buildings;
- c) after completion of construction that:
- (i) construction and operation of the pond liner and stormwater management facility are as per approved design. As-constructed drawings and appropriate design calculations are to be submitted by the Owner to the Town for the construction of the pond; and
 - (ii) the Owner provided and maintained a barrier fence, and other sediment controls, as appropriate, prior to the commencement of topsoil stripping or other construction activities to the satisfaction of the Town and NVCA.

Ministry of Transportation

126. The Owner agrees to assume responsibility for the operation and continued maintenance of the stormwater management facility to the satisfaction of, and at no cost to, the MTO and the Town, until the Town grants Final Acceptance of the subdivision and assumes maintenance and operations responsibilities for the stormwater management facility.

Deficiencies in Works

127. In the event that the Town determines that the Owner is not proceeding with due diligence to carry out the Works:
- a) in accordance with the timetable for the Section entitled **Order of Installation of Works** specified under this Agreement, together with Schedule “J”; or,
 - b) in a proper and workmanlike manner and in accordance with Schedules “E” and “F”; or,
 - c) in accordance with other provisions of this Agreement;

Then, in the event, the Town may cause a Notice in writing to be sent by Registered Mail or delivered personally to the Owner at its last known place of business specifying such default and requiring that the default be remedied forthwith.

128. In the event that no action is taken by the Owner satisfactory to the Town to remedy such default within seven (7) clear business days after the service or mailing of such

Notice (or within such greater period as may otherwise expressly be permitted in the Agreement) or in the event of emergency, in addition to any other remedies hereunder, the Town has and is hereby given the right of entry by the Owner to the Subject Lands and may do and perform any and all actions, matters and things that may be required to remedy the default(s) as aforesaid, and in pursuance thereof, may hire labour, equipment and purchase such materials as the Town considers necessary. All expenses incurred by the Town, pursuant to this subsection, shall be paid by the Owner to the Town within seven (7) days from the date of an account therefore being rendered to the Owner by the Town.

129. Where, in the opinion of the Town, any damage to any property has been caused directly or indirectly, or by reason of any default of the Owner under the provisions of this Agreement, the Town has and is hereby given the right by the Owner to remedy such default at the expense of the Owner. The Owner shall pay such expense to the Town within seven (7) days from the date of an account therefore being rendered to the Owner by the Town.
130. The expense of all remedial work done by the Town pursuant to this section shall:
 - a) be calculated by the Town whose decision on such expense is final;
 - b) include a management fee and a liquidated damages payment equal to fifty percent (50%) of the cost of labour, materials and equipment to perform such work, payable to the Town as a consequence of such default; and
 - c) include such further sums for special damages as may be determined by the Town.
131. No work, act, matter or thing done by the Town, its officers, employees or contractors as an agent of the Owner, pursuant to the provisions of this section or any other sections of this Agreement shall:
 - a) give rise to any action, claim, counterclaim or demand by the Owner and/or Mortgagee or their respective executors, administrators, successors or assigns for damages, costs or compensation of any kind, except where such action, claim, counterclaim or damage arises from the negligence of the Town or those for whom it is responsible; and
 - b) constitute Preliminary Acceptance nor Final Acceptance of any such Town service or improvement by the Town.

Maintenance of Works

132. The Owner shall maintain, at all times and until Final Acceptance, the following:
 - a) the roadways, including the granular and asphalt base and final layer of asphalt pavement for such roadways, in a well-graded condition and fit for normal traffic at all times, including measures to prevent earth, mud and debris from being tracked onto any roads within the Subject Lands or from the Subject Lands onto any roads external to the Subject Lands, and the Owner shall forthwith clean such roads as needed and when requested by and to the satisfaction of the Town's Director of Development and Operations and/or the Town Engineer;
 - b) all disturbed areas of the Subject Lands to minimize dust being spread to adjacent lands; and
 - c) all swales and ditches, including such roadside swales and ditches and erosion and sediment controls, to minimize any impacts of runoff and silt accumulation;

all to the satisfaction of the Town's Director of Development and Operations and/or the Town Engineer. Should either the Town's Director of Development and Operations or the Town Engineer, in his sole discretion be of the opinion that the roadways are not adequately maintained or accessible, and/or excess dust and/or runoff is being created, he shall be entitled to direct that such additional measures be carried out by the Owner as he views appropriate. In the event that the Owner fails to fulfill the requirements of this section, the Town is authorized to enter on the Subject lands and carry out such measures at the Owner's expense. The cost of any such measures carried out pursuant to this section may be charged by the Town against the security held by the Town pursuant to this Agreement.

133. The Owner shall maintain, against any defective materials, latent defects or poor workmanship, at its own expense and to the satisfaction of the Town:

- a) all trees and landscaping, walkways, trails, fencing and demarcation monuments, gates, signage and site furnishings, storm water management facilities, watermain, sanitary sewers, storm sewers, drainage and grading works, utilities and such ancillary works and appurtenances thereto installed by the Owner under the provisions of this Agreement from the time of installation and continuing for a minimum period of two (2) years after Preliminary Acceptance of such Works by the Town, or until Final Acceptance of such Works, whichever is longer;
- b) all granular road base materials and base and surface course asphalt installed by it under the provisions of this Agreement from the time of installation and continuing for a minimum period of one (1) year after Preliminary Acceptance of the surface course asphalt, or until Final Acceptance of such works, whichever is longer; and
- c) all final course asphalt, sodding on the streets, including the roadside swales/ditches/boulevards, sodding and/or hydroseeding on the blocks installed by the Owner under the provisions of this Agreement from the time of installation and continuing for a minimum period of one (1) year after Preliminary Acceptance of the final course asphalt, sodding and/or hydroseeding, respectively, or until Final Acceptance of such works, whichever is longer.

134. The Town agrees that Preliminary Acceptance of the Works, or any subset thereof, and commencement of the maintenance periods described in this Agreement shall take place upon fulfillment of the following conditions by the Owner:

- a) the Owner has registered the Plan in the Land Titles Division of the Land Registry Office for Dufferin;
- b) the Works, which the Owner is required to construct pursuant to this Agreement, are substantially complete, in the opinion of the Town;
- c) the Works, which the Owner is required to construct pursuant to this Agreement, have been inspected to the satisfaction of the Town;
- d) the Town has not identified any major deficiencies in the Works constructed pursuant to this Agreement;
- e) The Owner's Consulting Engineer shall have certified that all Works have been constructed in accordance with the approved engineering drawings as set out in Schedule "E"; and
- f) The Director of Development and Operations and/or the Town Engineer has issued a Preliminary Acceptance letter.

135. The required security to be deposited by the Owner in this Agreement shall include an amount to secure this maintenance obligation and shall be no less than fifteen percent (15%) of the cost of completed Works or \$20,000, whichever amount is greater.
136. During construction and installation of the Works and site grading, and until Final Acceptance of the streets is given by the Town, the Owner shall, on or before the 15th day of November in each year, complete all such road Works as it has, on or before the 10th day of October in that year, been directed in writing by the Town to perform, in order to place the roads in a satisfactory condition for the winter, including such work required to prevent damage to snow plows.
137. Notwithstanding the obligation of the Owner to maintain the said Works for the periods of time herein prescribed, the title to the Works together with all materials, pipes, pumps, machinery and other equipment connections and things appurtenant thereto, shall vest in the Town immediately upon their installation and the Owner shall execute and deliver to the Town when requested by the Town, such other assurance(s) of title as the Town may require.

Entry By Town Employees, Contractors or Agents

138. Employees, contractors or agents of the Town may, at any time and from time to time enter the Subject Lands without notice to the Owner, to inspect any of the Works and, if considered necessary by the Town, may make emergency repairs thereto without notice to the Owner. The Owner hereby expressly consents to such entry by the Town's employees, contractors or agents. The cost of all such emergency repairs determined by the Town shall be paid forthwith by the Owner. In the event the Owner fails to make payment within thirty (30) days of receipt of the account, such cost may be recovered by the Town from the security.

Snow Removal and Use of Works by Town or Authorized Persons

139. The Owner agrees:
 - a) that pending completion of the said Works and/or Preliminary Acceptance and/or Final Acceptance thereof, the Works, or any of them, may be used by the Town or by any persons authorized by the Town for the purposes for which such Works are designed;
 - b) the Town and any and all persons authorized by the Town may enter upon all highways within the Plan with all necessary machinery and equipment and plow or remove snow or salting/sanding or perform any other work which may be deemed necessary or expedient to make such highways safe and more convenient for the use of persons or vehicles; and
 - c) to consent to such entry by the Town personnel and authorized persons for the purposes set out herein.
140. Notwithstanding the provisions of the above section:
 - a) the use of the Works or any of them or such snow plowing or salting/sanding or removal of snow or the performance of other work shall not constitute Preliminary Acceptance nor Final Acceptance of the Works or any of them pursuant to this Agreement by the Town;
 - b) the use of the Works or the snow plowing or removal of snow or salting/sanding or the performance of such other work as the Town considers necessary does not relieve or discharge the Owner of its obligations in respect of the construction and maintenance of the said Works

or any of them, or of any other obligation of the Owner pursuant to the provisions of this Agreement; and

- c) the Owner shall pay all invoices for any snow plowing or removal of snow or salting/sanding, or the performance of any other such work as the Town considers necessary. The cost of any work done pursuant to this section may be charged by the Town against the security, should such invoices not be paid.

“As Constructed” Drawings

141. The Owner’s Consulting Engineer shall:

- a) incorporate any job changes on the plans for the Works;
- b) deliver one (1) complete set of such revised “as constructed” drawings in hard copy, certified by the Owner’s Consulting Engineer, as well as in a digitized electronic format acceptable to the Town, within six (6) months after Preliminary Acceptance of the Works and prior to Final Acceptance inclusive of any changes made to the Works between Preliminary Acceptance and Final Acceptance;
- c) supply to the satisfaction of the Town, a digital compatible file of the "as constructed" public services in a format suitable for use by the Town with the current version of AutoCAD being used by the Town/and or its consulting engineers;
- d) deliver all necessary documentation and digital files required to permit the Town to include and input this Plan into its GIS system, which documentation shall be to the satisfaction of the Town;
- e) provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Town; and (NTD: Town engineering recommends SPS and SWM headwall as suitable locations)
- f) provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing parcel fabric and street network.

Rogers Cable Communications Inc.

142. The Owner agrees to the satisfaction of Rogers Cable Communications Inc. that:

- a) prior to registration, the Owner will, at its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively, the “Communications Service Providers”). Immediately following registration, the Owner will cause these documents to be registered on title; and
- b) prior to registration, the Owner will, with consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

Utilities

143. The Owner agrees to provide to the Town confirmation from the telecommunication company, cable company, gas company and Hydro One, that arrangements have been made to their respective satisfaction for the installation of

such utilities and services, including underground services in the draft plan of subdivision.

Ministry of Tourism, Culture and Sport

144. The Owner agrees to obtain and submit to the Town a clearance letter from the MTCS for the Stage 1 and 2 Archaeological Assessments.
145. No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the MTCS, with respect to archaeological assessment.

Noise and Odour

146. The Owner agrees that construction activities will be undertaken in accordance with the standards contained in the Town Noise By-law and any other requirements contained within this agreement.
147. The Owner agrees to provide a final Noise Impact Feasibility Study prior to final approval and to carry out or cause to be carried out all measures recommended therein to mitigate the impacts of noise from existing industrial uses in the vicinity of the Subject Lands and related to traffic along Main Street East (Highway 10/89) on the applicable lots in the plan as identified in the said study and to the satisfaction of the Town, including requirements to provide certification by a qualified professional that the recommended noise mitigation measures have been designed and constructed for the affected lots and dwellings in accordance with the Noise Impact Feasibility Study, and to include the recommended warning clauses in all offers of purchase and sale or lease and registered upon title of the applicable lots, all to the satisfaction of the Town.

Final Acceptance of Works By the Town

148. Before the Works intended to belong to the Town, or any subset thereof, are granted Final Acceptance and assumed by the Town, the Owner shall:
 - a) have complied with all of the terms and conditions of this Agreement in respect of the Works;
 - b) have completed the stormwater management works/improvements as required by subparagraph 68(c);
 - c) have corrected all deficiencies in the Works identified under the maintenance periods described in this Agreement, to the satisfaction of the Town;
 - d) at least 80% of the dwellings on the lots for the Plan have been occupied by homeowners;
 - e) have furnished to the Town a duly sworn statutory declaration of the Owner in the form of Schedule "K":
 - (i) that it has paid all accounts in connection with the supply, installation of and maintenance of the Works;
 - (ii) that there are no outstanding debts, claims or liens in respect of the installation of or maintenance of the Works; and
 - (iii) that there are no claims or liens under the *Construction Lien Act* against the Works and that the time for making such claims or liens has expired.

- f) have furnished to the Town a progress certificate, in the form of a statutory declaration, prepared and signed by its Consulting Engineer;
 - g) provide the Town with a Certificate by an Ontario Land Surveyor stating that he has made visible all standard iron bars on all corners and at all points where there occurs a horizontal change of direction in every street, easement and/or other lands dedicated to the Town and along the outside perimeter of the Subject Lands; and
 - h) have furnished to the Town such additional assurances (such as a solicitor's opinion) as the Town may require.
149. Where the Owner has fulfilled the requirements for Final Acceptance of the Works, or any subset thereof, by the Town, the Consulting Engineer shall submit his Certificate confirming that all of the Works have been installed and maintained as required by the Town. Town Council shall pass a by-law assuming the Works, or any portion thereof, and issue a Final Acceptance Certificate. It is acknowledged that the Town shall not be obligated to assume any Works until it is satisfied that the Works are suitable for their proposed use and have been so certified by the Owner's Consulting Engineer, (or equivalent), in accordance with the guidelines of the MECP or such other guidelines as may be appropriate.
150. Upon the Final Acceptance of the Works, including the streets and easements dedicated to the Town hereunder, the Town shall thereafter be responsible for their maintenance and all liability pertaining thereto, subject to the Owner's obligations reserved on the Final Acceptance Certificate and those under the Section which follows. The Owner agrees that, upon Final Acceptance of the Works by the Town, the Owner (or its successors or assigns) shall have no claims or rights thereto other than those accruing to it as an owner of land abutting streets on which services have been installed.

Liability of Owner and Indemnification of the Town

151. The Town shall not be responsible for or liable for:
- a) any loss or damage that may happen to the Works, or to any part or parts thereof installed by the Owner pursuant to this Agreement and not yet granted Final Acceptance and assumed by the Town; or
 - b) any of the materials or other things used and employed in finishing and completing the Works by the Owner or any part or parts thereof; or,
 - c) any injury to any person or persons, including workmen and the public, during the construction of the said Works or the maintenance thereof by the Owner pursuant to the provisions of this Agreement; or,
 - d) damage caused by the storage, handling or use of explosives by the Owner or its employees, agents or contractors; or,
 - e) the unapproved disposal of surface water from the Subject Lands; or,
 - f) damage to any roadway, pavement, sidewalk or property of the Town within the Subject Lands prior to Final Acceptance of the said Works by the Town; or,
 - g) damage by the Owner to the property of any person while the Owner is carrying out any of its Works in respect of the development; or,
 - h) damage caused by the construction or operation of the Works under this Agreement prior to Final Acceptance thereof by the Town; or,

- i) any loss or damage caused by the disposal or escape of surface water from the Subject Lands prior to Final Acceptance of the streets by the Town.
152. The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the Town, its elected officials, employees, personnel, servants, contractors and agents from and against all actions, causes of action, interest, claims, demands, costs (including legal costs), charges, damages, expenses, prosecutions, fines, rights of contribution, and loss which the Town may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from (1) the Town entering into this Agreement, and (2) from the implementation of the provisions of this Agreement by the Owner, its employees, agents, assignees or contractors and (3) in respect of any failure by the Owner to fulfill its obligations under this Agreement.
153. Notwithstanding any provision of this Agreement, the Town shall not be liable for and no provision of this Agreement shall be construed as imposing upon the Town any liability, in respect of any matter or thing arising directly or indirectly out of the provisions of this Agreement, for any damage or damages suffered by the Owner, or to any other employee, servant or agent of the Owner or to any property of the Owner or of any other person by reason of:
- a) any inspection carried out by the Town or by a duly authorized employee, servant, contractor or agent of the Town under any By-law of the Town, under this Agreement or otherwise; or,
 - b) the failure of the Town or of any duly authorized employee, contractor or agent of the Town to carry out any inspection under any By-law of the Town, this Agreement or otherwise; or,
 - c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the Town or any duly authorized employee, servant, contractor or agent of the Town.

Insurance

154. In addition to the indemnification and save harmless covenants in favour of the Town from the Owner in this Agreement, the Owner, prior to the execution of this agreement by the Town, shall obtain at its own expense, including the cost of deductibles, its own policies of Insurance as specified below in this agreement, in a form and with limits and deductibles acceptable to the Town Engineer, and maintain such policies in force until Final Acceptance of the Works by the Town (including the maintenance period). **NTD: this clause under review with the Town's insurer.**
155. The said policies of insurance required under this Agreement shall include the following:
- a) Commercial General Liability Insurance, providing coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence; including but not limited to, blanket contractual liability, products liability, completed operations liability, Owners/contractors protective liability, non-owned automobile liability.

Where the works to be carried out include any one of the following activities, the policy shall not contain any exclusions or limitations with respect to such activity: shoring; storage; handling and use of explosives; underpinning; raising or demolition of any building or structure; pile

driving; caisson work; collapse of any structure or subsidence of any property, structure or and from any cause.

The Owner's policy shall:

- (i) insure the Owner;
 - (ii) name the Town, its agents, employees and elected officials as well as the Town Engineer and the Ontario Clean Water Agency as additional insureds; with respect to liability arising out of the Operations of the Owner;
 - (iii) contain cross-liability and severability of interest provisions; and
 - (iv) provide that all work done on the Subject Lands including by any contractors, subcontractors, agents, employees or others on behalf of the Owner shall also carry Commercial General Liability in the same amounts and terms as outlined in Section 156 a.b) i) and ii) and iii);
NTD: this clause under review with the Town's insurer.
- b) Automobile Liability Insurance, being a Standard Owners Form Automobile insurance policy, including third party liability coverage in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence; to cover all licensed vehicles owned and/or leased by the owner its agents employees. Allcontractors and subcontractors, as may be used in conjunction with this Agreement shall also carry Automobile Liability Insurance for their licensed vehicles owned and/or leased by them. Limits and terms shall be as noted herein.
- c) any other form of insurance coverages in such amounts and deductible levels, or increased limits of the aforementioned coverages, as the Town may require, taking into consideration Works to be done and industry standards;
- d) Should the Owner's policy contain a deductible clause, the Owner agrees to deposit a certified cheque or cash in the amount of the deductible, which deposit shall be dealt with in accordance with paragraph 40;
- e) The issuance of such policies of insurance by the Owner or its Contractor(s) shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement, or at law; and
- f) Such policy or policies of insurance shall be an annual policy or policies.

Evidence, Acceptability, Cancellation, Termination/Non-Renewal

156. The Owner agrees that:

- a) prior to execution of this Agreement by the Town and prior to construction of the Works by the Contractor, the Owner shall deposit with the Town originally signed certificates of insurance, or if required by the Town, certified copies of each of the above noted insurance policies. At the same time, the Owner shall also furnish to the Town proof that the premiums for said policy or policies of insurance have been paid in advance for a full year and, thereafter during the term of this Agreement, shall provide all policy renewals and proof of payment of premiums for the following year at least 15 days prior to the expiry date of such insurance;

- b) all insurance policies shall be in terms, form and amount and with Insurers (licensed to carry on business in Ontario) acceptable to the Town Engineer; and
- c) in the event the required insurance or proof of payment is not received or such insurance is not maintained in force by the Owner, the Town may, but is not obliged to, pay premiums for such insurance or substitute insurance and in such event, the Owner shall reimburse the Town forthwith for all premiums so paid by the Town. In the event of the failure of the Owner to so reimburse the Town, within ten (10) days of the Notice of Payment by the Town, the Town may, without further Notice, realize upon the security or may recover same as a debt in a court of competent jurisdiction. In the alternative, in the event that the required insurance or proof of payment is not received or such insurance is not maintained in force by the Owner, the Town may, in its sole discretion require the Owner to forthwith cease all work on the Subject Lands, except as directed in writing by the Town. The Owner agrees that, in the event of such non-payment of premium, the Owner shall, at the Town's option, consent to the issuance of an Order of the Superior Court enjoining the Owner from carrying out any and all work on the Subject Lands.

Remedies

- 157. In addition to any other remedies in favour of the Town in this Agreement, where the Owner does not proceed, satisfactorily in the opinion of the Town Engineer and/or Director of Development and Operations, with the development of the Subject Lands under this Agreement within a period of one (1) year from the delivery of this fully executed agreement to the Owner or from the date of registration of this Agreement, whichever is earlier, the Town may realize upon the security and apply same as may, in the opinion of the Town, be required to complete and/or secure the Works commenced or the Works not commenced, but are required in the opinion of the Town Engineer and/or Director of Development and Operations, to provide a satisfactory resolution of the property under development, compatible with the development and environmental concerns in the balance of the area adjacent to the Subject Lands.
- 158. The waiver or acquiescence by the Town of any default by the Owner under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under the Agreement, unless the Town expressly so agrees in writing. In the event of any default by the Owner, the Town, may in its sole discretion, amend this Agreement with the Owner to address such default (subject to consultation with any public Authority or Agency having jurisdiction in the subject area), and the Town, may in its sole discretion, determine the method, if any, it wishes to enforce a default, if any, against the Owner.

Agreements of Purchase and Sale

- 159. The Owner shall include in any Agreements of Purchase and Sale for the lots:
 - a) a copy of the Plan;
 - b) in respect of the lot grading, drainage and services:
 - (i) a clause whereby the right is reserved, notwithstanding completion of the sale, for the Owner to enter upon the lot sold for a period of one (1) year after the completion of the sale or until expiration of the maintenance period for the Works specified in this Agreement whichever date is later, in order to alter the grading of the lot in compliance with the Detailed Site Plan (It is agreed that this subparagraph may be omitted from the Purchaser's Acknowledgement, Schedule "I", provided that the Town is

furnished with evidence to its satisfaction that the requirement (or a higher requirement) referenced in the subparagraph, is included in the Agreement of Purchase and Sale. The subparagraph may only be omitted on the Town providing written evidence of its satisfaction including the terms thereof);

- (ii) where roof leaders are installed a statement by the purchaser acknowledging that the purchaser understands and agrees that there are continuing lot grading obligations and requirements and a restrictive covenant regarding the discharge of roof leaders to the ground, which shall run with the land, in favour of the municipally owned lands, including the roadways;
 - (iii) a statement by the purchaser acknowledging that the grading for each lot has been designed for stormwater management and such grading shall not be altered without the written consent of the Town. The purchaser shall also acknowledge that the Town has been granted a restrictive covenant prohibiting the alteration of grading without the Town's written consent, which restrictive covenant shall run with the land, in favour of the municipally owned lands, including the Town's roadways.
- c) in respect of Community Mailboxes:
- (i) a statement advising the purchaser that mail delivery will be from a designated Community Mailbox site including the exact location (adjacent to specific lot no.) of said Community Mailbox location; and
 - (ii) a statement by the Owners for Lots adjacent to community mailboxes that, as of the date of execution of the Agreement of Purchase and Sale, the lot has or will have, as the case may be, a Community Mailbox adjacent to it.
- d) in respect of the provision of education services for children:
- (i) a statement by the Owner as follows for the Upper Grand District School Board:

"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside of the neighbourhood, and further, that students may later be transferred to another school."
 - (ii) a statement by the Owner as follows for the Dufferin-Peel Catholic District School Board:

"Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
 - (iii) a statement by the Owner as follows:

“In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or un-assumed roads or right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”

- e) a statement advising the purchaser that occupancy of the dwelling shall not be permitted until there is compliance with paragraph 108 of this Agreement, and the purchaser shall agree that it shall not make a request of the Town’s Chief Building Official to occupy the dwelling until such matters are complied with;
- f) a statement advising the purchaser that Block 219 on the Plan is dedicated to the Town for park purposes. The development of the parkland for public purposes, such as playgrounds or playing equipment, beyond passive open space, is a development requirement in accordance with the park concept plan approved by the Town;
- g) the following statement: “The purchasers/tenants are advised that lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock, and normal farm practices are to be anticipated on these lands;
- h) a copy of the Purchaser’s Acknowledgement as set out Schedule “I” which shall be executed as part of the Agreement of Purchase and Sale. The Purchaser shall also be advised that the Town may decline to provide answers to municipal compliance letter(s) from real estate solicitors, should the Town not receive a copy of such executed acknowledgement with such request, or the Town may reference the failure to provide such an executed acknowledgement in its municipal compliance letter(s), and the Town may decline to provide municipal clearance of building permit application(s) should such executed acknowledgement not be provided;
- i) a statement by the purchaser acknowledging and agreeing that only one driveway shall be permitted per Lot and multiple or circular driveways shall not be permitted on the Lot;
- j) warning clauses as recommended in the Noise Impact Feasibility Study and such other information as set out in the Subdivision (Supplementary) Agreement; and
- k) a statement advising the purchaser who first purchase the lot(s) within the Plan of all development charges related to the development, and the lot grading fee and inspection fee for grading. It is noted that such statement may be omitted from Schedule “I” provided the payment of such fees and charges and the procurement of the building permit remain the responsibility of the Vendor;
- l) where the purchaser of the lot is a builder that has purchased the property for the purpose of constructing a residence on the property and its re-sale to a homeowner, a covenant by the builder that, prior to the sale of the property to a homeowner, the builder shall ensure that the clauses contained in subparagraphs (a) to (k) above shall be included in the agreement of purchase and sale of the dwelling. Should the building permit not yet be issued on the dwelling at the time of sale, the builder shall also include clause (l) in the Agreement of Purchase and Sale;
- m) Any other warning clauses that the Town may deem appropriate and proper.

Release of Subdivision (Pre-Servicing) Agreement

160. Should the Town and the Owner have entered into a Subdivision (Pre-Servicing) Agreement, it is expressly agreed by the parties that the Subdivision (Pre-Servicing) Agreement is superseded by this Agreement and that all terms and provisions of any such agreement are replaced with the terms, conditions and obligations contained in this Agreement, and further that the Subdivision (Pre-Servicing) Agreement shall be released effective upon registration of this Subdivision Agreement on title to the Subject Lands. Should the Subdivision (Pre-Servicing) Agreement be registered against title to the Subject Lands, it is expressly agreed that the parties will cooperate in filing of all necessary documentation at the Owner's cost to request the Land Registrar of the Land Registry Office for Dufferin (No. 7) to have the Subdivision (Pre-Servicing) Agreement removed from title to the Subject Lands.

Duration

161. Draft Approval shall apply for three (3) years from the date of issuance of Draft Approval unless otherwise extended.

Miscellaneous

162. All terms, covenants, obligations and conditions in this Agreement are and shall be deemed to be covenants running with the Subject Lands and it is hereby agreed among the parties to this Agreement:

- a) that every term, covenant, obligation and condition in this Agreement inures to the benefit of and is binding upon the parties hereto and also any person or persons, corporate or otherwise, who execute this Agreement and their respective executors, administrators, successors and assigns;
- b) that when the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed;
- c) that the headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof;
- d) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Shelburne 89 Developments Limited
5400 Yonge Street,
Fifth Floor
Toronto, Ontario L9V 3N5

to the Town:

Town Clerk
Town of Shelburne Municipal Office
203 Main Street East
Shelburne, ON L9V 3K7
Fax: 519-925-6134

Any notice, if mailed, shall be deemed to have been given on the fifth day

following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery;

- e) each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the other party;
 - f) that subject to the provisions of this Agreement regarding changes to the approved construction drawings that may be subsequently approved by the Town and regarding the plans and drawings to be prepared and submitted to the Town for approval and subject to the fact that some or all of the Schedules of this Agreement may not form part of the version of this Agreement registered in an electronic format, this Agreement contains the entire agreement between the Owner and the Town. There is no condition precedent or warranty of any nature and no warranty or covenant exists collateral to this Agreement. This Agreement supersedes all prior agreements, arrangements, promises, representations or other understandings;
 - g) that notice is hereby given that unregistered amendments, revisions and adjustments may subsequently be authorized by the Town to:
 - (i) the approved schedules and construction drawings either required and/or referred to in this Agreement;
 - (ii) the Schedules listed in this Agreement;
 - (iii) such that the reader is advised to examine the approved Schedules and construction drawings on file with the Town to determine current requirements;
 - (iv) that if any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable at law, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision were not part of the Agreement; and
 - (v) that this Agreement may not be modified or amended except by instrument in writing signed by the Owner and the Town.
163. The Owner 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 Town to enter into this Agreement and to enforce each and every term of it and this Agreement may be pleaded as estoppel against the Owner in any such proceedings. Notwithstanding the foregoing, if at any time during the currency of this Agreement it is found by any Court of competent jurisdiction, any administrative tribunal or Ministry or Government that this Agreement or any part of it is void insofar as the Town is empowered to enter into this Agreement then no obligation, liability or duty of any nature of kind whatsoever whether in law or equity shall be imposed upon the Town to carry out any part of this Agreement found to be void.
164. If any term of this Agreement shall be found to *ultra vires* the authority of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effort, subject to the foregoing paragraph.
165. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their corporate seals as attested by the signatures of their duly appointed signing officers.

SHELBURNE 89 DEVELOPMENTS LIMITED

Per: _____ c/s

Authorized Signing Officer

I have authority to bind the corporation.

**THE CORPORATION OF THE
TOWN OF SHELBURNE**

Wade Mills, Mayor

Jennifer Willoughby, Town Clerk c/s

“Schedule A”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Description of Subject Lands

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

Legal Description:

Part of the West Half of Lot 1, Concession 1, Old Survey, Part 1, Plan 7R-6553, Town of Shelburne

Schedule “B”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Plan of Subdivision

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

Draft Plan of Subdivision prepared by Glen Schnarr & Associates Inc.

Draft M-Plan prepared by J.D. Barnes Limited.

The Plan of Subdivision may be viewed at:

Clerk’s Office
Town of Shelburne
203 Main Street East
Shelburne, Ontario
L9V 3K7

Schedule “C”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Conditions of Draft Approval

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

Conditions Issued by: Town of Shelburne

Applicant:	Glen Schnarr & Associates Inc.	Date of Decision:	November 11, 2019
File Number:	DPS 18/01	Date of Notice:	November 18, 2019
Municipality:	Town of Shelburne	Last Date of Appeal:	December 8, 2019
Subject Lands:	West Half of Lot 1, Concession 1	Lapsing Date:	December 8, 2022

The Town of Shelburne’s conditions of final plan approval for registration of this subdivision File Number DPS 18/01 are as follows:

Conditions

1. That this approval applies to the draft plan of subdivision prepared by Glen Schnarr & Associates Inc., originally dated November 1, 2019, subsequently revised and dated September 15, 2020, and certified by Pier De Rosa, J.D. Barnes Ltd., Ontario Land Surveyor.

Draft Plan of Subdivision, as revised, shows:

- Lots 1-19, 30-35, 42-77, 81-89, 93, 94, 97-101, 103-123, 130, 133-140, 144-149, 153-170, 172-177, 185-194 and 202-205 for Detached Dwellings - 11.0m (151 units, 6.17 ha)
- Lots 20-29, 36-41, 78-80, 90-92, 95, 96, 102, 124-129, 131, 132, 141-143, 150-152, 171, 178-184 and 195-201 for Detached Dwellings – 12.2m (54 units, 2.49 ha)
- Blocks 206-214 for Street Townhouse Dwellings (52 units, 1.15 ha)
- Block 215 for Medium Density/High Density/Commercial (1.77 ha)
- Blocks 216 and 217 for Commercial (4.58 ha)
- Block 218 for Stormwater Management Facility/Access (2.62 ha)
- Block 219 for Parkland (1.52 ha)
- Blocks 220 and 221 for Vistas (0.03 ha)
- Blocks 222 and 223 for Natural Heritage System (Woodlot & Watercourse) (11.43 ha)
- Block 224 for Natural Heritage System Buffer (1.40 ha)
- Streets ‘A’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’, ‘H’, ‘I’, ‘J’ and ‘K’

2. That the Owner shall satisfy all of the requirements of the Town of Shelburne (“Town”) with respect to the draft plan of subdivision and shall enter into a Subdivision Agreement with the Town, to be registered against the lands to address the requirements, financial and otherwise, of the Town concerning the provision of roads, installation of services, grading and drainage, and to include but not be limited to:
 - i. The payment of development charges is applicable at the time of issuance of Municipal Approvals of building permits.
 - ii. The requirement for all lots and blocks for development to be serviced with full municipal sewage and water services.

- iii. The installation of water, sanitary and stormwater related infrastructure with required approvals from the Ministry of Environment, Conservation and Parks pursuant to Part V under the *Safe Drinking Water Act*.
 - iv. The provision of detailed lot grading, erosion and sediment control, landscaping and stormwater management plans, prepared by a technically qualified consultant, by the Owner to the satisfaction of the Town.
 - v. Street lighting, sidewalks and tree planting to be provided on the proposed roadways to the satisfaction of the Town.
 - vi. The provision of an overall utility distribution plan as may be necessary for utilities, drainage and servicing to the appropriate authority.
 - vii. The granting of such easements as may be necessary for utilities, drainage and servicing to the appropriate authority.
 - viii. The provision of appropriate conditions as required by all utilities including Bell, Rogers, Hydro One and Enbridge with respect to servicing of the proposed dwellings and other buildings.
 - ix. Fencing to be provided as required by the Town in accordance with the Town's design standards, in locations required by the Town.
 - x. The provision of a Letter of Credit, the amount of which shall be determined in accordance with the Town's requirements, to ensure satisfactory completion of the development.
 - xi. The order/phasing and timing of construction and site servicing to facilitate the development of the commercial land uses in Blocks 216 or 217 in the first phase of building construction in accordance with an approved Site Plan for the commercial blocks and prior to or concurrent with any residential building construction. The Subdivision Agreement phasing provisions may require the Owner to obtain final acceptance of Streets A and B prior to or concurrent with the first phase of residential building occupancies in order to provide a satisfactory route and pick-up/drop-off location for school buses, and that the Owner maintain Streets A and B until final acceptance of all other streets in the development, as determined by the Town in consultation with the Upper Grand District School Board.
 - xii. The location and requirements for construction access to the site and measures to control and mitigate potential construction impacts such as erosion, sediment, noise, dust, odour, waste and vehicles/ equipment, be determined. The Town may require in the Subdivision Agreement that the Owner shall provide an alternative temporary construction access from County Road 124 after final acceptance of Streets A and B to prevent the use of these streets by construction vehicles and equipment.
3. That the Owner shall provide the Town with a copy of the Record of Site Condition (RSC) for the subject land, or in the alternative an opinion by a qualified professional confirming to the satisfaction of the Town that a RSC is not required and that the proposed land uses and the development comply with the Environmental Protection Act.
 4. That the Subdivision Agreement between the Owner and the Town shall require the completion of the following works external to the development:
 - i. Roadway and intersection design and construction for required intersections and roadway improvements on Highway 10/89 and Dufferin County Roads 11 and 124 including:

- a) The proposed new unsignalized intersection at Street A and County Road 124 and the related roadway improvements recommended in the report entitled *Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* prepared by Cole Engineering Group Ltd. and dated January 2017, or the final version of the Traffic Impact Study for the development as approved by the Ministry of Transportation, the County of Dufferin and the Town, at the cost of the Owner and to the satisfaction of the Ministry of Transportation, the County of Dufferin and the Town;
 - b) The proposed new signalized intersection at Street B and Highway 10/89 and the related roadway improvements on Highway 10/89 in accordance with the required Environmental Assessment (EA) and detailed design to be completed by the Owner, to the satisfaction of the Ministry of Transportation and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding, pursuant to Condition #5.
- ii. Installation of a sidewalk or other hard surface walkway having a minimum width of 1.5 metres along the east side of County Road 124 from Street A to the north-east corner of the intersection of Highway 10/89 and County Road 124, to the satisfaction of the Ministry of Transportation, the County of Dufferin and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk/walkway cost, pursuant to Condition #5.
 - iii. Installation of a sidewalk along the north side of Highway 10/89 from Street B to a point no further south than the north-east corner of the intersection of Highway 10/89 and County Road 124, to the satisfaction of the Ministry of Transportation and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost, pursuant to Condition #5.
 - iv. Installation of a sidewalk along the west side of County Road 11 from a point no further north than the southwest corner of the intersection of Highway 10/89 and County Road 11 connecting to the existing sidewalk on the north side of School Road, to the satisfaction of the County of Dufferin and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for the sidewalk cost, pursuant to Condition #5.
 - v. Installation of a sanitary forcemain from the west limit of the subject lands to connect to the existing sanitary sewer system including all associated road improvements and restoration of disturbed areas and upsizing/replacement of existing sanitary sewers as required to convey wastewater flows from the development to the Town's WPCP, at the cost of the Owner and to the satisfaction of the Town.
 - vi. All other water, sanitary sewer, storm sewer/drainage, road, utility, landscape and other improvements and service connections required external to the property in order to service the development, all at the cost of the Owner and to the satisfaction of the Town.
5. That the Owner shall enter into an Agreement with the Town for Development Charges funding of a portion of the costs of the external works identified in Conditions #4(i)(b), (ii), (iii) and (iv) including the following requirements:
- i. That the Owner agrees to provide such information as required by the Town for any request or claim made by the Owner to have any portion of the costs funded by Development Charges in the form of credits or reimbursement; and,

- ii. That such funding shall be limited to the amount eligible for Development Charges funding as determined by the Town through a detailed Development Charge Background Study analysis, informed by current capital works plans; and,
- iii. That, if no request or claim is made by the Owner or no agreement is reached on the amounts eligible for Development Charges funding, the Owner shall be responsible for the full cost of the external works; and,
- iv. That, if a portion of the cost is funded by Development Charges, the Owner shall be responsible for the remaining cost; and,
- v. That the Town's consideration of Development Charges funding for the cost of installing the required sidewalks/walkways external to the development shall be limited to those sidewalks/walkways that do not adjoin any boundary of the subject land and the cost of the remaining part along the boundaries of the subject land shall be the Owner's responsibility.

Best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding for eligible external capital works.

- 6. That the Owner shall agree in the Subdivision Agreement to dedicate Block 219 to the Town as parkland and to pay cash-in-lieu of the remaining balance of parkland otherwise required to be dedicated to the Town, in accordance with Section 51.1 of the Planning Act. The Owner shall further agree in the Subdivision Agreement that:
 - i. The area of Block 219 proposed to be used for a sanitary pumping station and associated functional areas (operations-related parking, driveway, wet well and other exterior functional areas) shall not be included as parkland area for the purposes of satisfying the parkland dedication requirements; and,
 - ii. The Town's authorization of a sanitary pumping station within Block 219 shall be conditional upon the inclusion of public washrooms as part of the sanitary pumping station building and shall be designed and constructed by the Owner to the satisfaction to the Town; and,
 - iii. Notwithstanding Condition 6(i) above, the portion of Block 219 dedicated to public washrooms to service the park is to be counted towards satisfying the parkland dedication requirements; and,
 - iv. The Owner shall provide such information as may be required by the Town for any request or claim made by the Owner to have any portion of the costs related to the design and construction of the public washrooms funded by Development Charges or Community Benefits Charges in the form of credits or reimbursement, and such funding shall be limited to the amount eligible for Development Charges or Community Benefits Charges funding as determined by the Town; and,
 - v. If no request or claim is made or no funding agreement is reached pursuant to Condition 6(iv), the Owner shall be responsible for the full cost of the public washrooms. Best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding; and,
 - vi. If a portion of the cost of the public washrooms is funded by Development Charges or Community Benefits Charges pursuant to Condition 6(iv), the Owner shall be responsible for the remaining cost; or
 - vii. If no agreement is reached for the design and construction of public washrooms by the Owner, the Owner shall obtain the Town's approval of an alternative location for the sanitary pumping station, revisions to Conditions 6(i) to (vii) and a redline amendment to the Draft Plan; and,

- viii. To design and construct paved multi-use pathway connections through Block 219 connecting to Streets B, D and E, at the cost of the Owner and to the satisfaction of the Town.
7. That the Owner shall agree in the Subdivision Agreement to dedicate Blocks 220 to 224 inclusive to the Town for protected natural heritage features and associated buffers, linkages and vistas, and further that:
- i. The Owner shall ensure an acceptable natural state is provided, in order to protect the viability of Blocks 220 to 224 to the satisfaction of the Town including the clean up and removal of any construction waste, materials and debris, discarded or leftover soils, construction and erosion and sediment control fencing and similar matters; and,
 - ii. The Owner shall delineate the limits of Blocks 220 to 224 to the satisfaction of the Town; and,
 - iii. The development and residential lots shall not impact or encroach onto the land within Blocks 220 to 224 with grading or any building and/or structure (e.g. fences, retaining walls, poles, composters, children’s play structures, landscape features, etc.) except required grading for the development as shown on the Preliminary Grading Plan (Functional Servicing Report – HUSSON October 2019) specifically on the north side of Street A and at the northeast corner of Street F in the vicinity of Blocks 220 and 221; and,
 - iv. Purchase agreements shall include provisions to advise purchasers that unauthorized public access to Blocks 220 to 224 is prohibited except for potential future public trails approved by the Town; and,
 - v. The Owner shall provide fencing, landscaping and signage as required by the Town to restrict access to Blocks 220 to 224; and,
 - vi. The Owner shall prepare and distribute a brochure to new home purchasers which provides information about the natural heritage features in Blocks 220 to 224 along with advice about how landowners can be good neighbours to and stewards of these areas, to the satisfaction of the Town.
8. That the Owner shall agree in the Subdivision Agreement to dedicate Block 218 to the Town for a stormwater management facility and access to the stormwater management facility, and further:
- i. To design and construct a paved pathway within Block 218 connecting to Streets E and F at the cost of the Owner and to the satisfaction of the Town; and,
 - ii. To design and plant landscaping measures and install regulatory signage to discourage access to the water’s edge.
9. That the road allowances in the draft plan shall be shown and dedicated as public highways to the Town, and that the streets shall be named to the satisfaction of the Town.
10. That the Owner shall agree in the Subdivision Agreement to prepare and submit to the Town the following final documents, and to implement and adhere to the recommendations thereof, all to the satisfaction of the Town:
- i. A Subsurface Investigation Report;
 - ii. A final revised version of the report entitled “*Environmental Noise Feasibility Study – Highway 10/89 and County Road 124*” prepared by Valcoustics Canada Ltd. and dated December 13, 2017;

- iii. The report entitled “*Environmental Impact Study*” prepared by Golder Associates Ltd. and dated June 2019;
 - iv. A final revised version of the report entitled “*Functional Servicing and Stormwater Management Report*” prepared by Husson Engineering and Management and dated October 2019 and the related drawings; and,
 - v. A final revised version of the report entitled “*Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne* dated January 2017 and the associated *Traffic Impact Conformance Memorandum* dated June 26, 2019, and the *Pedestrian Movements and Infrastructure/Crossing Needs Memorandum* dated November 4, 2019, all prepared by Cole Engineering Group Ltd.
11. That the Owner shall obtain approval of an Amendment to the Town’s Zoning By-law to rezone the land within the plan of subdivision from Special Commercial Four Exception Three (Holding) (C4-3(H)) Zone, Open Space Exception One (OSR-1-H) Zone, Natural Environment (NE) Zone and Development (D) Zone to Residential Three Exception (R3-#) Zones, Residential Five Exception (R5-#) Zones, Mixed-Use Commercial Two (C2) Zone, Mixed-Use Commercial Two Exception (C2-#) Zone, Open Space Recreation (OSR) Zone and Natural Environment (NE) Zone, and confirmation from the Town that the proposed lots and blocks comply with the Zoning By-law in effect.
 12. That the Subdivision Agreement between the Owner and the Town shall include Town approved “Urban Design Guidelines” as a Schedule, and further that the Owner agrees to adhere to the guidelines, or such modifications to them as may be mutually agreed upon, and to submit lot and building plans for review and approval by the Town prior to the issuance of any building permit.
 13. That prior to final approval the following shall be prepared to the satisfaction of the NVCA and the Town:
 - i. A detailed Stormwater Management Report.
 - ii. A detailed Erosion Control Plan.
 - iii. A detailed Grading Plan.
 - iv. A detailed Geotechnical Report for the storm water facilities.
 - v. Detailed enhancement and restoration plan(s) for buffer areas for environmental Blocks 220, 221 and 224.
 - vi. A detailed implementation and monitoring report for the vegetation offsetting plan(s).
 - vii. A detailed landscape planting plan(s) for the storm water management pond block.
 14. That the draft plan be revised in order to meet the requirements of the above condition including providing for a larger stormwater pond block (if necessary) to the satisfaction of the NVCA and the Town.
 15. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.
 16. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to ensure that all sediment and erosion control measures will be in place prior to any site alteration. The agreement must also contain a provision stating that all major stormwater management facilities must be in place prior to the creation of impervious areas such as road and buildings.
 17. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to engage a qualified professional to certify in writing that the works were

constructed in accordance with the plans, reports and specifications, as approved by the NVCA.

18. That the stormwater management facilities and any easements required for storm water drainage shall be dedicated/granted to the Town.
19. That the environmental blocks be dedicated to the Town.
20. That prior to any site alteration, a permit, under the Conservation Authorities Act, will be obtained from the NVCA.
21. That the NVCA is notified in writing through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain and the storm water management facilities have been restrictively zoned.
22. That the Owner agrees in the Subdivision Agreement to prepare an ‘Owner Awareness Package’ as outlined in Section 8.3 of Golder’s Environmental Impact Study to the satisfaction of the NVCA and the Town.
23. That the Owner shall agree in the Subdivision Agreement in wording acceptable to the Ministry of Transportation, that the Owner agrees to assume responsibility for the operation and continued maintenance of the stormwater management facility to the satisfaction of, and at no cost to, the Ministry of Transportation and the Town, until the Town grants final acceptance of the subdivision and assumes maintenance and operations responsibilities for the stormwater management facility.
24. That, before final approval, the Owner shall agree in the Subdivision Agreement in wording acceptable to the Upper Grand District School Board, to undertake the following:
 - i. Provide the Education Development Charges prior to the issuance of a building permit;
 - ii. Provide a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing parcel fabric and street network;
 - iii. Provide adequate sidewalks, lighting and snow removal (on sidewalk and walkways) for the children to walk safely to school or to a designated bus pickup point;
 - iv. Reach an agreement with the Upper Grand District School Board regarding the supply and erection of a sign at the Owner’s cost and according to the Board’s specifications, affixed to the permanent development sign(s) advising prospective residents that students may be directed to schools outside the area;
 - v. Advise all purchasers of residential units and/or renters of same by inserting the following clause in all offers of Purchase and Sale/Lease until such time as the permanent school is assigned:

“Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school.”
 - vi. Advise all purchasers of residential units and/or renters of same by inserting the following clause in all offers of Purchase and Sale/Lease:

“In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained rights-of-way to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”

- vii. Consider the requirements of Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS) in the design of improvements to Highway 10/89. The Upper Grand District School Board on behalf of STWDSTS shall be satisfied that school bus operators can safely stop and pickup/drop off future students on Highway 89 and/or County Road 124 prior to the assumption of streets in the subdivision by the Town of Shelburne.
 - viii. Provide sidewalks along Highway 10/89 and County Road 11 and/or County Road 124 and County Road 11, to provide infrastructure that supports active transportation for all future residents and school students.
 - ix. Provide sidewalks or provide for the costs of installing, and maintaining temporary hard surface walkways, including winter maintenance, within the road allowance of Streets A & B to allow children to walk safely to school or to a designated bus pickup point, until such time as a permanent concrete sidewalk is installed on Streets A & B.
25. That the Owner shall agree in the Subdivision Agreement to erect and maintain information signs at all major entrances to the proposed development advising the following:
- “Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available.”
- These signs shall be to the Dufferin-Peel Catholic District School Board’s specifications, at locations determined by the Board and erected prior to registration.
26. That the Owner shall agree in the Subdivision Agreement to include the following warning clauses in all Offers of Purchase and Sale of residential units:
- i. “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.”
 - ii. “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”
27. That the Owner shall agree in the Subdivision Agreement in wording acceptable to Canada Post, to undertake the following:
- i. Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
 - ii. Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.

- iii. Install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
 - iv. Agree to prepare and maintain an area of compacted gravel to Canada Post specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
 - v. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
 - vi. Prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Town of Shelburne.
 - vii. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot numbers) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easement granted to Canada Post.
 - viii. Agree to be responsible for officially notifying purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase Offer, on which the homeowners do a sign off.
28. That, prior to final approval, the Owner will provide all easement(s) required to service this development and any future adjacent developments. The Owner will provide all easements to Enbridge Gas Distribution at no cost.
29. That, before final approval, the Owner agrees to provide, to the Town, written confirmation from communications/telecommunications providers such as Bell Canada and Rogers Communication, and from Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services in the draft plan of subdivision.

CLEARANCE CONDITIONS

- 30. That before final approval, the Town is to be advised in writing by the Nottawasaga Valley Conservation Authority that Conditions 13 to 22 have been satisfied.
- 31. That before final approval, the Town is to be advised in writing by the Ministry of Transportation that Condition 23 has been satisfied.
- 32. That before final approval, the Town is to be advised in writing by the Upper Grand District School Board that Condition 24 has been satisfied.
- 33. That before final approval, the Town is to be advised in writing by the Dufferin-Peel Catholic District School Board that Conditions 25 and 26 have been satisfied.
- 34. That before final approval, the Town is to be advised in writing by Canada Post that Condition 27 has been satisfied.
- 35. That before final approval, the Town is to be advised in writing by Enbridge Gas Distribution Ltd., that Condition 28 has been satisfied.

36. That before final approval, the Town is to be advised in writing by a communications/telecommunications provider that Condition 29 has been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the Owners responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town of Shelburne quoting File Number DPS 18/01.
2. The Nottawasaga Valley Conservation Authority noted the following:
 - a. They require a copy of the executed subdivision agreement prior to the clearance of draft plan conditions.
 - b. The Owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the Conservation Authorities Act.
3. Clearance is required from the following agencies:
 1. Town of Shelburne
203 Main Street East
Shelburne, Ontario
L9V 3K7
 2. Nottawasaga Valley Conservation Authority
8195 8th Line
Utopia, Ontario
L0M 1T0
 3. Ministry of Transportation
659 Exeter Road
London, ON
L6E 1L3
 4. Upper Grand District School Board
500 Victoria Road North
Guelph, Ontario
N1E 6K2
 5. Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West
Mississauga, Ontario
L5R 1C5
 6. Canada Post Corporation
200 – 5210 Bradco Blvd
Mississauga, Ontario
L4W 1G7
 7. Enbridge Gas Distribution Ltd.
500 Consumers Road
North York, Ontario
M2J 1P8
4. All measurements in the final plan of subdivision must be presented in metric units.

Registration

5. The final plan of subdivision approved by the Town must be registered within (30) thirty days or the Town may withdraw its approval under Section 51 of the Planning Act.

Schedule “D”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Transfers/Dedications of Lands and Easements

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

External Transfers by Deed to the Town

To be transferred to the Town in accordance with paragraph 6 of this Agreement, namely the lands described as:

(None).

Internal Transfers by Deed to the Town

To be transferred to the Town NO LATER THAN 30 DAYS after registration of the Plan, namely the following lands identified on the Plan:

a) Parkland Dedication

Block 219

b) Reserve(s)

(None).

c) Road Widening

(None).

d) Storm water Management

Block 218

e) Natural Heritage, Buffers and Vistas

Blocks 220, 221, 222, 223, 224

f) Rear yard drainage and catch basin easements for Lots, and Blocks, all inclusive. NTD: Lots and Blocks requiring rear yard drainage and/or catchbasin easements to be confirmed.

g) Any other land or easements the Town subsequently determines are required for completing the drainage or for the installation of the Works, which the Owner shall convey same on demand, should the Owner own such lands, or shall use reasonable commercial efforts to have such lands, easement or other interests conveyed to the Town.

Internal Transfers by Deed to NVCA

(None).

Roads (Streets) and Road (Street) Widening Dedicated by Certificate on the Plan as Public Highways

i) Roads

Road Allowance as shown on the Plan:

Anishinaabe Drive
Balsam Drive
Black Cherry Crescent
Chippewa Avenue
Leanne Lane
Ojibway Road
Potawatomie Crescent
Red Elm Road
Trillium Court

Schedule “E”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

List of Approved Construction Drawings for the Works

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

The following drawings as approved by the Town Engineer, including any current revisions, are to be read in conjunction with and form part of the Agreement.

Name	Drawing	Prepared by	Revision No.	Date
COVER PAGE		HUSSON Engineering + Management		
INDEX SHEET AND GENERAL NOTES	101			
GENERAL SERVICING PLAN	102			
STORM DRAINAGE PLAN	201			
SANITARY DRAINAGE PLAN	301			
LOT GRADING PLAN	401			
LOT GRADING PLAN	402			
LOT GRADING PLAN	403			
LOT GRADING PLAN	404			
LOT GRADING PLAN	405			
STREET A STA. 0+080 TO 0+360	501			
STREET A STA. 0+360 TO 0+640	502			
STREET A STA. 0+640 TO 0+700	503			
STREET B STA. 0+090 TO 0+280	504			
STREET B STA. 0+280 TO 0+400	505			
STREET C STA. 0+080 TO 0+330	506			
STREET E STA. 0+100 TO 0+260	507			
STREET E STA. 0+260 TO 0+440	508			
STREET F STA. 0+090 TO 0+280	509			
STREET F STA. 0+280 TO 0+510	510			
STREET H STA. 0+090 TO 0+360	511			
STREET J STA. 0+100 TO 0+370	512			
STREET K STA. 0+100 TO 0+360	513			
STREET K STA. 0+360 TO 0+480	514			
ROUGH GRADING & EROSION AND SEDIMENT CONTROL PLAN	601			
EROSION AND SEDIMENT CONTROL DETAILS	602			
WETLAND DESIGN DRAWING	701			
WETLAND CONSTRUCTION - STAGE 1	702			

Name	Drawing	Prepared by	Revision No.	Date
WETLAND CONSTRUCTION - STAGE 2	703	HUSSON Engineering + Management		
WETLAND PLAN AND PROFILE	704			
WETLAND CROSS SECTIONS	705			
STORM AND SANITARY DESIGN SHEETS	1101			
ROAD SECTIONS AND DETAILS	1201			
STANDARD DETAILS	1202			
LANDSCAPE PLANS:				
COVER / INDEX SHEET		MBTW		
STREET TREE & FENCING LAYOUT PLAN	ST-1, ST-2, ST-3, ST-4			
PLANTING DETAILS & NOTES	D-1			
FENCING DETAILS & NOTES	F-1			
SWM POND PLANTING PLAN (TREES)	SWM-1			
SWM POND PLANTING PLAN (SHRUBS AND AQUATICS)	SWM-2			
SWM POND (SEEDING & TOPSOIL DEPTH PLAN)	SWM-3			
SWM POND (PLANT MATERIAL LIST & DETAILS)	SWM-4			
RESTORATION PLANTING PLAN & PLANT MATERIAL LIST	R-1			
PARK FACILITY FIT PLAN & PUMPING STATION	P-1			
SANITARY PUMPING STATION:				
GENERAL CONSTRUCTION NOTES	S001, S002, A003	CROZIER Consulting Engineers		
GRADING, SERVICING & SITE PLAN	C101			
STRUCTURAL PLANS & DETAILS	S200			
ARCHITECTURAL PLAN	A300			
ELEVATIONS	A310, A311			
CONSTRUCTION SECTIONS	A312			
WALL SECTIONS AND DETAILS	A313			
MECHANICAL SPECIFICATIONS	M001			
MECHANICAL SCHEDULES AND DETAILS	M100			
PUMP STATION HVAC & PLUMBING PLAN	M101			
WET WELL SECTION & SLAB VIEW	M102			

Name	Drawing	Prepared by	Revision No.	Date
EXTERNAL WORKS – INDUSTRIAL ROAD AND COUNTY ROADS 11 AND 124:				
COVER SHEET		HUSSON Engineering + Management		
INDEX SHEET AND GENERAL NOTES	101			
GENERAL SERVICING PLAN	102			
STORM DRAINAGE PLAN	201			
LOT GRADING PLAN	401			
COUNTY ROAD 124 GRADING PLAN	406			
COUNTY ROAD 124 SECTIONS	407			
PLAN AND PROFILE – INDUSTRIAL ROAD	515			
PLAN AND PROFILE – COUNTY ROAD 124	516			
PAVEMENT MARKING AND SIGNAGE PLAN	902			
STREET SETION AND DETAILS	1201			

NTD: Final Drawing List to be updated and finalized.

Schedule “F”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Master Grading Plan

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

The following drawings as approved by the Town Engineer, including any current revisions, are to be read in conjunction with and form part of the Agreement and are collectively referred to as the Master Grading Plan.

Name	Drawing	Prepared by	Revision No.	Date
LOT GRADING PLAN	401	HUSSON Engineering + Management		
LOT GRADING PLAN	402			
LOT GRADING PLAN	403			
LOT GRADING PLAN	404			
LOT GRADING PLAN	405			

NTD: Final Drawing List to be updated and finalized.

Schedule “G”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Financial Obligations of the Owners

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

1. Summary of Cash Payments

The Owners shall pay to the Town, prior to the execution of this Agreement by the Town:

- a. Cash-in-Lieu of Parkland \$195,000.00
- b. Professional fees **NTD: amount to be confirmed.**

2. Summary of Security Deposits

The Owner shall deposit with the Town prior to the execution of this Agreement a security in a form satisfactory to the Town Treasurer and the Town Solicitor:

- a. One hundred and ten percent (110%) of the total estimated cost, including consulting engineering fees and maintenance fees, for Works to be installed by the Owner in accordance with this Agreement and as set out under Schedule “H”, attached to the Agreement, which estimated amount is calculated to be the sum of:

\$ NTD: amount to be confirmed

- b. the deposit in accordance with that part of paragraph 40 of this Agreement for fees of the Town Engineer, Town Solicitor, and any other consultants, as required, and which deposit shall be replenished from time to time as may be required in accordance with that part of paragraph 40 of this Agreement:

\$ NTD: amount to be confirmed

- c. the deposit for the insurance deductibles for the required insurance being carried under paragraph 156 of the Agreement which deposit shall be in accordance with that part of paragraph 40 of this Agreement:

\$ NTD: amount to be confirmed

3. Payable Prior to the Commencement of the Maintenance Period

Letters of Credit

- a. Retention of that part of the Letter of Credit(s) contained in Part 3 a. of Schedule “G” which part shall be as required by paragraph 135 of the Agreement

4. Payable at the Time of Building Permit Application

The following charges/fees and levies shall be paid by the applicant for a building permit:

- a. Development Charge(s)

The amount of the development charge, as indexed, in place as of the date of

application for the building permit;

- b. A Lot Grading Deposit of \$2,000 per lot to guarantee the performance of lot grading, drainage, servicing and landscaping and for associated review and inspection fees;

- c. Lot Fee(s)

The amount of the lot fee(s), as indexed, in place as of the date of Municipal Approval of a building permit, for professional fees associated with the administration and enforcement of this Agreement and the review of Detailed Site Plans for each lot and other professional fees incurred as a result of this Agreement;

- d. Water Meter Fee

The amount of the water meter fee per dwelling unit, in accordance with the applicable by-law in effect as of the date of Municipal Approval of a building permit;

- e. Municipal Approval Fee

The Municipal Approval Fee, in accordance with the applicable by-law in effect as of the date of Municipal Approval of a building permit.

Schedule “H”

to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Estimated Cost of Works to be Installed Out by the Owner
for Works Included in The Agreement

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

1. Sanitary Sewers
2. Storm Sewers
3. Watermain
4. Roadworks
5. Stormwater Management Facility
6. Sanitary Pump Station
7. Utilities
8. Landscaping
9. Highway 89 Improvements
10. County Roads 11 and 124 Improvements

SUBTOTAL:

H.S.T. (13%):

NTD: security amounts to be determined and inserted

Pre-Servicing Security (Underground)

Pre-Servicing Security (Sanitary Pump Station)

TOTAL :

Notes:

110% of this total equates to the amount of the letter of credit set out in Schedule “G”, part 2
(a).

Schedule "I"
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

Purchaser's Acknowledgement

"I/we, the purchaser(s) of Plan 7M____, Lot ____, <insert civic address of lot purchased>, confirm that the provisions of the Agreement of Purchase and Sale for the property have been conveyed to me and that I/we have received and reviewed the Community Information Map for the plan of subdivision. Further, I/we acknowledge and agree that:

- 1) Only one driveway shall be permitted on the lot and multiple or circular driveways shall not be permitted on the lot;
- 2) Vehicle parking on the lot shall be within a private garage on the lot and/or within a permitted driveway on the lot, no vehicle shall be parked in a manner that obstructs any sidewalk or on the driveway apron between the sidewalk and roadway, and on-street parking shall be only in accordance with the by-laws of the Town of Shelburne;
- 3) Any fencing constructed by the developer/builder on the lot as required by the Subdivision Agreement shall be maintained by the homeowner and shall not be removed or altered without the written consent of the Town of Shelburne;
- 4) Street tree(s) may be planted and replaced or relocated by the developer/builder in accordance with the Subdivision Agreement and/or by the Town of Shelburne, within the boulevard(s) of the street(s) adjoining the lot, and shall not be harmed, relocated or removed by any person without the written consent of the Town of Shelburne. The Town shall determine the location and type of street trees to be planted and street trees to be replaced. Due to utility spacing, driveways and other factors, certain lots may not be eligible to receive one or more street trees to be located within the boulevard(s) adjoining the lot, as determined by the Town;
- 5) Street lighting, utility boxes and street furniture may be constructed and maintained by the developer/builder in accordance with the Subdivision Agreement, by utility companies and/or by the Town of Shelburne, within the boulevard(s) of the street(s) adjoining the lot, and shall not be damaged, altered or removed by any person without the written consent of the Town of Shelburne;
- 6) The grading of the lot and the roof leaders of the dwelling which discharge to the ground have been designed for stormwater management and such grading and roof leaders shall not be altered without the written consent of the Town of Shelburne;
- 7) The developer of the subdivision has reserved the right, notwithstanding the completion of the sale of the lot, to enter upon the lot for a period of 270 days (time period as set by Tarion) after the completion of the sale or until expiration of the maintenance period for the works required to be constructed by the developer and to be accepted by the Town of Shelburne in accordance with the Subdivision Agreement, in order to alter the grading of the lot in compliance with the Detailed Site Plan for the lot;
- 8) The developer/builder has provided a lot grading deposit to the Town of Shelburne which shall not be released to the developer/builder until the Town is satisfied that the lot grading has been completed and certified in accordance with the Subdivision Agreement, and the Town may refuse to issue Municipal Approvals to permit the construction of building additions, decks, sheds, fences or other accessory buildings and structures on the lot until the Town has approved the final lot grading;

- 9) Mail delivery will be from a designated Community Mailbox in the location(s) shown on the Community Information Map;
- 10) The lot will have a Community Mailbox adjacent to it, if a Community Mailbox is shown in such location on the Community Information Map;
- 11) Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bused to a school outside of the neighbourhood, and further, that students may later be transferred to another school. For the purpose of transportation to school, children shall meet the school bus on roads presently in existence or at another place designated by the Board (and subject to agreement respecting the location by the Town);
- 12) Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school;
- 13) In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or un-assumed roads or right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point;
- 14) Occupancy of the dwelling shall not be permitted until there is compliance with the occupancy provisions of the Subdivision Agreement, and the homeowner shall not make a request of the Chief Building Official to occupy the dwelling until such matters are complied with;
- 15) Block 219 on the Community Information Map is dedicated to the Town for park purposes. The timing and other details of potential facilities development on the parkland for public recreational purposes, such as playgrounds or playing equipment, beyond passive open space, is to be determined by the Town of Shelburne in its discretion and based on available funding;
- 16) Lands in the vicinity of the subdivision are farm lands and may be used for the growing of crops and the raising and housing of livestock, and normal farm practices are to be anticipated on these lands;
- 17) The Town of Shelburne may decline to provide answers to municipal compliance letter(s) from real estate solicitors, should the Town not receive a copy of this executed acknowledgement with such request, or the Town may reference the failure to provide this executed acknowledgement in its municipal compliance letter(s), and the Town may decline to provide municipal clearance of building permit application(s) should this executed acknowledgement not be provided;
- 18) I/we as the first purchaser(s) of a vacant lot that will not include a dwelling to be constructed by the vendor, shall be responsible for the payment of the lot grading fee and development charges to the Town of Shelburne at the time of Municipal Approval of a building permit to construct a residence on the lot (this clause may be omitted if not applicable to the lot);

19) I/we as a builder that has purchased the property for the purpose of constructing a residence and its re-sale to a homeowner, covenant that, prior to the sale of the property to a homeowner, to ensure that the clauses contained in subparagraphs 159 (a) to (k) inclusive of the Subdivision Agreement shall be included in the Agreement of Purchase and Sale of the dwelling, and to also include subparagraph 159 (l) in the Agreement of Purchase and Sale should the building permit not yet be issued for the dwelling at the time of sale;

20) (Insert additional clauses or statements as required for specified lots or in specified circumstances in accordance with this Agreement).

Print Name

Signature

Date”

Schedule “J”

to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Progress and Completion

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

Description Works	Required Timing
Posting of required signs	In accordance with paragraphs 25 and 94
Installation of erosion and sediment controls and stabilize disturbed soils	Prior to site alterations and in accordance with paragraphs 64 to 67
Importation and placement/compaction of fill, rough grading	In accordance with paragraph 63 and the Pre-servicing Agreement
Construction of stormwater management facility	Prior the Town’s issuance of the first Municipal Approval for a residential building permit, in accordance with subparagraph 106(c)(iv)
Construction of underground services and operational water system, fire hydrants, fire protection measures	Prior the Town’s issuance of the first Municipal Approval for a residential building permit, in accordance with subparagraphs 106(c)(i) and 106 (j)
Construction of roadways to base asphalt, curbs and gutters	Prior the Town’s issuance of the first Municipal Approval for a residential building permit, in accordance with subparagraph 106(c)(ii)
Posting of lot number and civic address on each lot	Prior the Town’s issuance of the first Municipal Approval for a residential building permit or as otherwise approved in writing by the Town
Installation of electrical distribution system	Prior the Town’s issuance of the first Municipal Approval for a residential building permit, unless otherwise approved in writing by the Town, in accordance with subparagraph 106(c)(iii)
Installation of sanitary forcemain external to the development	Within 30 days of commencement or as otherwise approved/required by the Town in writing, and prior to first occupancy of a dwelling
Construction of the sanitary pumping station	Prior to first occupancy of a dwelling or as otherwise approved/required by the Town in writing
Intersection construction and improvements to Main Street East (Highway 10/89) and County Road 124	Within 30 days of construction commencement or as otherwise approved/required by the Town in writing, and shall be completed prior to first occupancy of a dwelling
Sidewalks along Highway 10/89, County Road 124 and County Road 11	Prior to first occupancy of a dwelling or as otherwise approved/required by the Town in writing
Installation of acoustic fencing	Prior to first occupancy of the dwelling on the lot if acoustic fencing is required for compliance within MECP sound level limits within the dwelling, or within 90 days of first occupancy of the dwelling on the lot where required only for Outdoor Living Areas
Installation of barricades and guide rails on streets where required	Prior to first occupancy of a dwelling or as otherwise approved/required by the Town in writing

Description Works	Required Timing
Installation and illumination of street lighting	In accordance with paragraph 84 and subparagraph 108(e)
Installation of chain link fencing and privacy fencing	Within 180 days of first occupancy of the dwelling on the lot or lots adjoining the area to be fenced or as otherwise approved/ required by the Town in writing
Landscaping of stormwater management facilities	Within 180 days of Preliminary Acceptance of the stormwater facility under subparagraph 106(c)(iv) or as otherwise approved by the Town in writing
Installation of sidewalks, planting of street trees and sodding of boulevards	Within 180 days of Preliminary Acceptance of the streets or as otherwise approved by the Town in writing
Final lot grading and seeding/sodding	Within 270 days (as set by Tarion) of first occupancy of the dwelling on the lot or as otherwise approved/required by the Town in writing
Grading, topsoil placement, seeding and trail construction within Block 219 (parkland)	Within 18 months of first occupancy of a dwelling or as otherwise approved/ required by the Town in writing
Final asphalt surfacing of roadways and pavement markings	In accordance with paragraphs 82 and 83
Installation and subsequent removal of temporary hydro service for construction use, if required	In accordance with subparagraph 88(d)
Removal of all construction equipment, vehicles and trailers, temporary works, topsoil piles, model home / sales centre parking area(s), advertising and other features, temporary signage, and final restoration of all disturbed areas, to the satisfaction of the Town	Prior to Final Acceptance

Notes:

To the extent that any time period for the progress and completion of the required Works differs between the body of this Agreement and Schedule “J”, the most restrictive time period governs. In all circumstances, the Town reserves the right to alter without amendment to the Agreement, the time lines set out in the Agreement and Schedule “J”, in accordance with paragraph 60 of this Agreement.

Schedule “K”
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Urban Design Guidelines

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

PART 1 – URBAN DESIGN GUIDELINES

1. Community Identity

1.1 A cohesive neighbourhood character shall be achieved through consistent treatment of streetscape and landscape features.

1.2 Street light fixtures, directional signage and gateway features shall be selected from a similar design style to reinforce a distinct neighbourhood character.

2. Gateway/Entrance Features

2.1 Distinctive entrance features shall be provided at primary gateways into Shelburne and main entrances into the neighbourhood:

- a. Community gateway sites include Main Street East (Highway 10/89) east of County Road 124/11, and along this frontage of the Subject Land landscaping shall be provided in Block 218 in accordance with the approved Landscape Plans listed in Schedule “E” and Landscape Plans which shall form part of required Site Plan approvals for the Commercial Blocks 216 and 217.
- b. Neighbourhood entrances include Ojibway Road at Red Elm Road where landscaping shall be provided for the south-west corner of Block 219 in accordance with the approved Landscape Plans listed in Schedule “E” and along the frontage of Ojibway Road in accordance with Landscape Plans which shall form part of required Site Plan approvals for the Commercial Blocks 216 and 217, and along the south side of Anishinaabe Drive east of County Road 124 and the frontage of the Subject Land along County Road 124 where landscaping shall be provided in accordance with Landscape Plans which shall form part of required Site Plan or other planning approvals for the Commercial/Medium/High Density Block 215.
- c. The gateway/entrance site should be highlighted by special landscape treatment such as decorative walls or decorative fencing, identity features, distinct lighting and planting, visual landmarks and by the architecture of the buildings.
- d. Enhanced streetscaping on both public and private land shall be promoted in the landscape and building design in these locations.

3. Streets, Sidewalks and Walkways

3.1 Streets shall be designed as local roads for the primary neighbourhood pedestrian, cycling and vehicular access network, and provide linkages to local destinations such as parks, neighbourhood commercial/retail facilities and schools.

3.2 Boulevards and sidewalks shall be provided on either side of all streets in accordance with the following:

- a. A continuous sidewalk of not less than 1.5 m in width shall be established generally along one side of local streets, and both sides of collector streets and arterial roads, in accordance with Town standards.
- b. Boulevards shall be sodded and have sufficient width between the curb face and edge of the sidewalks for adequate snow storage in accordance with Town standards.
- c. Street trees shall be planted at regular intervals, placed at a consistent distance from the curb, spaced evenly along both sides of each street at approximately 8 to 10 metres while observing appropriate clearances from utility boxes, street lights and sight triangles, and sited to minimize potential salt damage. Tree species should be selected to give the neighbourhood a distinct character, with native species selected in accordance with Town standards and preference to dense canopy trees to provide shade for pedestrians.
- d. Street lighting shall be provided in accordance with the following:
 - Light poles shall be located at a consistent distance from the curb at appropriate intervals to ensure safe lighting levels along all streets and sidewalks;
 - Energy consumption and light pollution shall be minimized;
 - The design of poles and fixtures shall contribute to a distinctive and consistent design theme and aesthetic streetscape and shall complement street signs;
 - Light poles and street signs should be co-located wherever possible, and shall be coordinated with the location of street trees and utilities within the boulevard;
 - Pedestrian scale lighting shall be provided along walkways, where appropriate.
 - Subject to the approval of the Town of Shelburne.
- e. Street signs shall have a distinctive design and be located and sized in accordance with Town standards.

3.3 On-street parking contributes to lower vehicular speed, and will generally be permitted on one side of all local roads except during winter months, in accordance with the Town's By-laws. Wherever possible, driveways shall be spaced to accommodate sufficient curb length for on-street parking.

3.4 Pedestrian walkways shall be provided, 3.0 metres to 6.0 metres in width with a minimum paved width of 1.5 metres surfaced with textured concrete, asphalt or permeable pavers. Alternative, permeable surfacing may be required for walkways through natural areas.

4. Buildings

4.1 The fronts of buildings shall be oriented to the street, be articulated to provide interest, avoid blank walls and have pedestrian-scale architectural features, such as functional porches and recessed garage design.

4.2 Identical floor plans with similar front elevations must be separated by a minimum of one lot unless finishing treatments are substantially different.

4.3 A graduated transition between different housing styles shall be accommodated by varied roof lines, architectural projections and the interjection of bi-level or split-level designs between bungalow and two storey designs.

4.4 Dwellings on corner lots shall have flanking side treatments similar to the front elevation. Front and side facades of a corner building will incorporate special architectural features to address both streets (e.g. windows and a wrap-around porch can be used for consistent architectural design on a corner building to enhance its significance). In addition to corner lots located at street corners as defined in accordance with the Town's Zoning By-law, the following priority lots shall be considered corner lots for the purposes of applying the design criteria:

- a. Lots with a side yard flanking a future park, walkway, stormwater management facility or other public open space, including:
 - (list priority lots).

4.5 Garages and garage doors shall be of a colour and design that complements and blends in with the style of and front façade of the dwelling. The front face of an attached garage should integrate glass panels, smaller divisions and architectural details so as to present an attractive public appearance. At least 50% of dwellings on a given street with a double garage shall be separated into two garage doors.

4.6 An attached garage should be an integral and consistent part of the building mass. The garage can be integrated with the building by topping it with a habitable second storey, recessing it into or balancing it with other portions of the building.

4.7 Windows and balconies shall be located and designed to minimize viewing into neighbouring rear yards and living areas.

5. Landscaping

5.1 Park blocks shall be graded and seeded in accordance with Town standards and the approved Landscape Plans listed in Schedule "E".

5.2 Stormwater management blocks shall be planted with native trees and vegetation that will create an aesthetic landscape feature and a natural barrier to unauthorized access to the pond while providing for maintenance access. The design and landscaping of stormwater management facilities shall be in accordance with the approved Landscape Plans listed in Schedule "E" and the requirements of the Ministry of Environment, Nottawasaga Valley Conservation Authority and the Town of Shelburne.

5.3 Existing mature trees shall be retained wherever possible and replaced with new plantings if removed, in accordance with the approved Landscape Plans listed in Schedule "E". Required street trees shall not count as replacement tree planting for the purposes of this requirement.

6. Fences

6.1 Fencing shall be required in accordance with Town standards and by-laws. The location and design of required fencing shall be in accordance with the approved Landscape Plans listed in Schedule "E".

6.2 Fences in the front yard or flanking yard should be no higher than 1.2m, except where required to be higher for noise mitigation purposes.

7. Barrier-Free Design

8.1 All sidewalks, walkways and crosswalks shall be constructed of firm, level, and non-slip materials with a minimum width of 1.5 metres.

- 8.2 Sidewalk and walkway grades should be a maximum of 1:20 (5%), except where site conditions prevent this.
- 8.3 Grates, manholes and other on-street appurtenances shall be located outside of pedestrian paths of travel.
- 8.4 All pedestrian routes should be free of protruding obstacles, overhanging signs, branches etc., in the walking area.
- 8.5 Curb cuts/ramps shall provide a seamless connection between sidewalks and crosswalks.
- 8.6 Community mailboxes should be located in highly visible locations to one side of pedestrian routes or streets (see Canada Post Guidelines for Community Mailboxes).
- 8.7 The street address of every residence should be clearly visible from the street and placed in a consistent location on the front façade (e.g. over the garage door or beside the front door).
- 8.8 Barrier-free design of the built environment shall be in accordance with the Accessibility for Ontarians with Disabilities Act and any applicable standards implemented under the Act.

PART 2 – THE PROCESS - HOW THE URBAN DESIGN GUIDELINES APPLY

The builder will be required to provide drawings showing:

- a) **Detailed Site Plan** – a scaled and dimensioned layout plan of the lot showing the location and overall dimensions of the dwelling and garage, any sustainable features, setback distances from all lot boundaries, grading and drainage plan, paved surfaces and landscaped areas, dimensions, contours, location and construction material of driveway and surface elevations.
- b) **Floor Plan** – a scaled and dimensioned internal floor plan of the dwelling showing all rooms, window locations, external fixtures and nominated finished floor levels.
- c) **Elevations** – scaled and dimensioned elevations showing wall heights and roof pitch and what the dwelling will look like from all elevations.
- d) **Relevant Cross Sections** – showing the details of walls constructed on lot boundaries, ceiling heights etc.
- e) **External Materials** – a schedule of materials, finishes and colours to be used for all external surfaces including roof and wall cladding, windows, doors and garage doors, gable infill and general infill panels.
- f) **Fencing, Retaining Wall and Driveway Details** – plans, elevations, cross-sections or other details of proposed fences, retaining walls and driveways.

This information will be reviewed by the Town Planner against the applicable zoning and urban design criteria and comments provided as part of the municipal review and approval of a building permit application to be filed with the County of Dufferin Building Department.

Schedule "L"
to this Subdivision Agreement between the Town of Shelburne
and Shelburne 89 Developments Limited

Statutory Declaration (For Partial Release of Security)

Subdivision File No: DPS 18/01

Name of Subdivision: Emerald Crossing (Fieldgate Homes)

I, [representative], of the [place of residence], do solemnly declare that:

1. That I am an officer of [owner], and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which incurred by contractors and/or subcontractors in the performance of the works required under this Subdivision Agreement for which the Owner might in any way be held responsible have been paid in full under the Contract(s) between the Owner and the Contractor and/or Subcontractor up to [DATE], as set forth in Progress Claim No. [NO.], relating to Payment Certificate No. [NO.], except for:
 - a. Holdback monies properly retained;
 - b. Payments deferred by agreement between the Owner and the Contractor/Subcontractor, [INSERT DETAILS INCLUDING PARTIES AND \$\$];
 - c. Accounts withheld by reason of legitimate dispute, between [NAMES] in the amount of [\$\$].

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the[Place], this ____ day of _____, 201_.

c/s

A Commissioner of Oaths, Notary Public,
Justice of the Peace.

[representative]

[owner]

I have authority to bind the
corporation.

Schedule "L" (Continued)

Statutory Declaration (For Final Acceptance of Works and Release of Security)

I, [representative], of the [place of residence], do solemnly declare that:

1. That I am an officer of [owner], and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which incurred by contractors and/or subcontractors in the performance of the works required under this Subdivision Agreement for which the Owner might in any way be held responsible have been paid in full under the Contract(s) for the construction of the Works between the Owner and the Contractor and/or Subcontractor.
3. All payments required under the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16 Schedule A with respect to the works required under this Subdivision Agreement have been made.
4. No charges, claims, liens, preserved or perfected liens have been made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors, or any such charges, claims, liens, preserved or perfected liens made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors have been paid, discharged, and/or released, and I further confirm that I have been advised by the Owner's solicitor that the time for making any such charges, claims, liens, preserved or perfected liens pursuant to the Construction Lien Act, R.S.O. 1990, c. 30, as amended, has expired, and are now statutorily barred.
5. I am unaware of any litigation, pending litigation, claims, and/or disputes arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors with respect to the construction, installation and operation of the Works required under this Agreement.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the [Place], this _____ day of _____, 201_.

c/s

A Commissioner of Oaths, Notary Public,
Justice of the Peace.

[representative]

[owner]

I have authority to bind the
corporation.