



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

Meeting Date: Monday, July 12, 2021

To: Mayor Mills and Members of Council

From: Steve Wever, Town Planner

Report: P2021-32

Subject: **DPS 17/02 and DPC 17/02 – Scone Developments Inc. – Shelburne Towns – Subdivision Agreement**

Recommendation

Be it Resolved that Council of the Town of Shelburne receive Report P2021-32 regarding the Subdivision Agreement for the Scone Developments Inc. (Shelburne Towns) subdivision; and

That Council enact By-law 44-2021 to enter into a Subdivision Agreement with Scone Developments Inc. for the Shelburne Towns subdivision development (File Nos. DPS 17/02 and DPC17/02) 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 Scone Developments Inc. (Maramel Homes – Shelburne Towns) Draft Plan of Subdivision (DPS 17/02) and Draft Plan of Condominium (DPC 17/02) were draft approved on June 24, 2019 for the development of land located along the east side of the former railway corridor at the west end of First Avenue West and Second Avenue West, north of Main Street West at Gordon Street. The land subject to the draft plans has a total area of approximately 1.2 hectares. The property does not have a municipal address and is legally described as Part of Lot 1, Concession 3, Old Survey (formerly in the

Geographic Township of Melancthon), Town of Shelburne, County of Dufferin (the "Site").

The draft plan includes 6 residential blocks for a total of 33 townhouse units, a block for future development at the corner of Main and Gordon Street, a small block to be conveyed to an adjoining residential property to resolve an existing encroachment, and a block for proposed condominium common elements including a private road, parking, sidewalks, services and a stormwater management facility.

A Pre-servicing Agreement was approved for the development in April 2021 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:

Condominium Common Elements

The agreement includes the requirements for the owner to construct the private road, services, stormwater management facility and other works that will service the proposed residential units and will become "Condominium Common Elements" under the ownership and responsibility of the condominium corporation. The individual residential dwellings within the development will be on separate lots each in freehold ownership which will become parcels of tied land to the Common Elements. Via the Condominium Corporation, the owners of these lots will jointly own the Common Elements

and will be responsible for the private road and services within the development in perpetuity. As such, there are no new municipal roads or stormwater facilities to be dedicated to the Town with this development.

Cash-in-Lieu of Parkland

Given the small size of the development and the limited land area that a 5% land dedication would yield for a future park, as well as the close walking distance of the development to Hyland Park and the future Hyland Village Park, the agreement requires the owner to pay the Town cash-in-lieu of parkland which will be required at the rate of 5% of the value of the land. The final amount of the required payment has not been established yet and will be inserted in the agreement prior to execution.

First Avenue West and Second Avenue West

Improvements to First Avenue West and Second Avenue West are required to provide the required vehicular access to the private common elements roadway and restore/replace impacted driveways/aprons and service laterals within the rights-of-way. A sidewalk will be installed along the south side of First Avenue West. The owner also needs to acquire a small portion of the west end of the unopened portion of the Town's right-of-way for First Avenue West, to be added to the site, for which a payment to the Town will be required for the fair market value of the land.

Urban Design Guidelines

The "Shelburne Towns Urban Design Guidelines" are attached as a schedule to the agreement and will be considered as part of the review of lot/block 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 which are attached to this report.

Drainage Outlet

The stormwater management facility for the development is proposed to outlet via a storm sewer crossing of the County-owned former railway corridor and the property at 5 John Street to the west of the development site. The owner will be required to obtain easements to access these lands for the storm sewer outfall and overflow works, and these works will become the responsibility of the condominium corporation for future maintenance and repair.

Financial Impact

The developer is responsible for the costs associated with the subdivision development and maintenance of all works installed during the maintenance period. 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/block grading deposits and unit fees, and other administrative fees to cover the Town's costs for processing, administering and reviewing development matters for this subdivision.

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. 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:

- T4 Promote balanced growth

Supporting Documentation

Draft Subdivision Agreement (Comprehensive)
Proposed townhouse home models

Respectfully Submitted:

Steve Wever, MCIP, RPP, Town Planner

Reviewed by:

Denyse Morrissey, CAO





SHELBURNE
TOWNS

block

2

elevation A



SHELBURNE
TOWNS

block
3 & 5

elevation B



SHELBURNE
TOWNS

block
4 & 6
elevation A

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NO. 44-2021

**A BY-LAW TO AUTHORIZE THE TOWN OF SHELBURNE
TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN
OF SHELBURNE AND SCONE DEVELOPMENTS INC.
FOR A SUBDIVISION DEVELOPMENT KNOWN AS “SHELBURNE TOWNS”
TOWN FILE NO. DPS 17/02**

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 Scone Developments Inc. dated July 12, 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 Scone Developments Inc., 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 12th DAY OF JULY, 2021.

BY-LAW READ A THIRD TIME AND ENACTED THIS 12th DAY OF JULY, 2021.

.....
MAYOR

.....
CLERK

Subdivision Agreement (Comprehensive)

THIS AGREEMENT made this ____th day of July, 2021.

B E T W E E N:

SCONE DEVELOPMENTS INC.
("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 lands described in **Schedule "A"** to this Agreement ("the Subject Lands") upon which the Owner intends to develop a plan of subdivision which is described in **Schedule "B1"** ("the Plan");

AND WHEREAS, in conjunction with the Plan, the Owner wishes to develop a common elements condominium on a portion of the Subject Lands, which is described in **Schedule "B2"** ("the Condominium Plan");

AND WHEREAS both the Plan and the Condominium Plan were granted draft approval by the Town, subject to conditions, on June 24, 2019;

AND WHEREAS the conditions of draft approval of the Plan require, among others matters, that the Owner enter into a subdivision agreement with the Town, to be registered on title to the Subject Lands to address the requirements, financial and otherwise, of the Town;

AND WHEREAS section 51 (25) (d) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, ("*Planning Act*") provides the requisite authority for this Agreement;

AND WHEREAS section 51(26) of the *Planning Act*, provides that this Agreement, may be registered on the title to the Subject Lands and that the Town is entitled to enforce the provisions of this Agreement against the Owner and any subsequent owners of the Subject Lands;

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:

PART A. Definitions and Interpretation

1. The following terms and phrases as used in this Agreement shall have the meanings as defined in this Section as follows:
 - a) "*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;
 - b) "*Block*" means a parcel of land laid out by the Plan and designated by the Plan

as a Block;

- c) “*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;
- d) “*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;
- e) “*Conditions of Draft Approval*” means the conditions attached to the granting of draft approval to the Plan, which are set out in Schedule “C1” to this Agreement;
- f) “*Conditions of Condominium Approval*” means the conditions attached to the granting of draft approval to the Condominium Plan, which are set out in Schedule “C2” to this Agreement;
- g) “*Condominium Common Elements*” means Block 9 on the Plan and all of the works and services located thereon, together with the stormwater management access and maintenance driveway to be located within an easement registered in favour of Block 9 over part of Block 7 and all of the appurtenant stormwater/drainage works located external to the Plan within easements registered in favour of Block 9. For greater certainty, Block 7 is intended for future development and is not part of the Condominium Common Elements save and except for the stormwater management access and maintenance driveway to be located thereon to provide the required access to the stormwater management facility within Block 9, said driveway to be located within an easement registered in favour of Block 9;
- h) “*Condominium Corporation*” means the common elements condominium corporation which is proposed to be created pursuant to the provisions of the *Condominium Act, 1998* to own and maintain the Condominium Common Elements;
- i) “*Condominium Plan*” means the draft plan of Common Elements Condominium attached to this Agreement as Schedule “B2”;
- j) “*Condominium Road*” means a roadway within the Condominium Plan which is not intended to be dedicated to the Town, and which is intended to form part of the Condominium Common Elements;
- k) “*Condominium Works*” means all works and/or services to be constructed by the Owner within the boundaries of Block 9, together with the stormwater management access and maintenance driveway to be located on Block 7 and all of the appurtenant stormwater/drainage works located external to the Plan within easements registered in favour of Block 9, all of which are intended to become Condominium Common Elements;
- l) “*Consulting Engineer*” means a qualified professional engineer or engineering firm, holding a valid certificate of authorization under the *Professional Engineers Act, R.S.O. 1990, c. P. 28*, as amended, which has been retained by the Owner to perform all engineering services related to the development of the Subject Lands required of the Owner;
- m) “*Detailed Site Plan*” means the grading plan for a particular Block 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;

- n) *“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;
- o) *“Final Acceptance”* means the issuance of a Certificate of Final Acceptance by the Town Clerk for the Town Works or some specified subset thereof pursuant to paragraph 93 of this Agreement;
- p) *“Maintenance Period”* shall mean the period following Preliminary Acceptance of the Town Works and prior to Final Acceptance of the Town Works during which the Owner is responsible for maintenance of the same, pursuant to paragraph 88;
- q) *“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”;
- r) *“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 or charge over all or part of the Subject Lands;
- s) *“Municipal Approval”* means a Municipal Approval for Building Permit form completed and issued by the Town for a given 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 prior to making any application for a Building Permit to the Chief Building Official;
- t) *“NVCA”* means the Nottawasaga Valley Conservation Authority established under the *Conservation Authorities Act*, R.S.O. 1990 c. C. 27;
- u) *“Owner”* means the Owner of the Subject Lands in fee simple, and includes all subsequent Owners of all or part of the Subject Lands;
- v) *“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) “SHELBURNE STATION – PART OF LOT 1, CONCESSION 3 OLD SURVEY GEOGRAPHIC TOWNSHIP OF MELANCTHON NOW IN THE TOWN OF SHELBURNE, COUNTY OF DUFFERIN” prepared and certified by Van Harten Surveying Inc. and dated June 17, 2019, a draft of which is attached to this Agreement as Schedule “B1”;
- w) *“Preliminary Acceptance”* means the issuance of a letter 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 89 have been satisfied with respect to such Works, and that the Maintenance Period for Town Works shall commence;

- x) “*Property*” includes a Block or Unit;
- y) “*Security*” means the Security defined under the Section entitled **Security for Performance** of this Agreement;
- z) “*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.
- aa) “*Town*” shall mean the Corporation of the Town of Shelburne and/or its authorized employee(s);
- bb) “*Town Engineer*” means a qualified professional engineer or engineering firm, holding a valid certificate of authorization 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;
- cc) “*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”;
- dd) “*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;
- ee) “*Town Solicitor*” means a qualified lawyer or law firm, licensed by the Law Society of Ontario, and designated by the Town to act as the Town Solicitor;
- ff) “*Town Works*” means all municipal works and/or services to be constructed by the Owner under this Agreement which are to be assumed by the Town, pursuant to the terms of this Agreement. For greater certainty, the Town Works do not include the Condominium Works;
- gg) “*Unit*” means a dwelling unit to be constructed on one of the Blocks in the Plan, which dwelling unit shall be a parcel of tied land associated with the Condominium Corporation;
- hh) “*Utilities*” means all utilities and telecommunication systems, including Hydro One and including but not limited to telecommunication cables, gas mains and television cables;
- ii) “*Works*” means both the Town Works and the Condominium Works;

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 “B1” Plan of Subdivision
 Schedule “B2” Plan of Common Elements Condominium
 Schedule “C1” Conditions of Draft Approval
 Schedule “C2” Conditions of Condominium 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 and Condominium Plan are as set out in Schedules “B1” and “B2” attached hereto and forming part of this Agreement. Should the Owner require, prior to registration, any redline revisions to Schedule “B1” and/or “B2”, 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 or Conditions of Condominium Approval, attached hereto as Schedules “C1” and “C2”, the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement.

PART B. 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 payments and securities required by Schedule “G”;
 - (c) delivered to the Town the certificate(s) of insurance as required by paragraph 50;
 - (d) made payment of all municipal tax arrears, if any, against the Subject Lands.
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 environmental warranties and undertakings to the satisfaction of the Town Solicitor.
6. The Owner shall register at its expense on title:
 - (a) all transfers of land and easements required pursuant to the terms of this Agreement which are external to the Plan, including those identified in Schedule “D”, the registration of which shall be prior to the Town’s 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 “B1” on title to the Subject Lands within thirty days of the Town’s approval being endorsed on the Plan;
 - (c) this Agreement on title to every Block on the Plan within ten days of registration of the Plan and prior to the transfer of any Block or Unit in the Plan;
 - (d) postponement agreement(s), postponing all mortgages and/or charges on the Subject Lands in accordance with the provisions of paragraph 8 of this Agreement;
 - (e) all easements required pursuant to the terms of this Agreement, including those identified in Schedule “D”; the registration of which shall be prior to the Town’s approval being endorsed on the Plan or at an alternative time as approved in writing by the Town; and

- (f) all transfers of land and easements required pursuant to the terms of this Agreement which are internal to the Plan, including those identified in Schedule "D"; and
 - (g) all reference plans and other instruments required to carry out the requirements of this Agreement.
- 7. The Owner shall cooperate in the registration of the Town's inhibiting order on the Subject Lands.
- 8. 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 or charge 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;
 - (d) Acknowledgement and agreement by the Mortgagee that, in the event the Mortgagee enters into possession of all or part of the Subject Lands pursuant to the default provisions of its mortgage or charge over the Subject Lands, the Mortgagee shall be bound by each and every term, provision and condition of this Agreement.
- 9. 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 8 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.
- 10. 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;

11. 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:
 - a) 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;
 - b) that this Agreement has been registered, as required herein, on title to the Subject Lands; and
 - c) that this Agreement stands in first priority 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.

12. 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.
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.

PART C. Preconditions to Final Approval of the Plan

14. Prior to Final Approval of the Plan, the Owner shall:
 - (a) submit a detailed development phasing plan which shall indicate the sequence of development, the land area in hectares, the number of Blocks and Units in each phase, grading to minimize the total soil area exposed at a given time and construction of Works, to the satisfaction of the Town. The phasing plan must also be reflected in all required reports;
 - (b) prepare all transfers/deeds required to be registered under paragraph 6 of this Agreement to the satisfaction and approval of the Town Solicitor;
 - (c) prepare postponement agreement(s) of all mortgages and/or charges, which agreement(s) shall be to the satisfaction of the Town Solicitor;
 - (d) comply with the requirements of paragraph 122 of this Agreement to the satisfaction of the Town, and provide 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;
 - (e) comply with the requirements of paragraphs 123, 124 and 125 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 arrangements have been made with each of them for installation of such services, without expense or obligation on the part of the Town;
 - (f) obtain and file 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;

- 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 the Plan; 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 the Plan.
- (g) Ensure to the Town's satisfaction that the land uses proposed within the Plan conform to the Town's Comprehensive Zoning By-law 38-2007, as amended;
 - (h) provide to the Town a certificate from an Ontario Land Surveyor that the frontage and area of each Block and Unit are in compliance with the requirements of the Town's Comprehensive Zoning By-law 38-2007, as amended;
 - (i) deliver to the Town a copy of the Plan in a digitized electronic format acceptable to the Town;
 - (j) obtain confirmation from the Town that an adequate water supply is available and has been allocated by the Town to service the Plan;
 - (k) obtain confirmation from the Town that an adequate water supply is available and has been allocated by the Town to service the Plan, or that adequate arrangements have been made to ensure that an adequate water supply will be available when required;
 - (l) obtain confirmation from the Town that adequate wastewater servicing capacity is available and has been allocated by the Town to service the Plan, or that adequate arrangements have been made to ensure that adequate wastewater servicing capacity will be available when required;
 - (m) ensure that the Town has been advised by the Nottawasaga Valley Conservation Authority ("NVCA") in accordance with paragraph 99; and
 - (n) clear all Conditions of Draft Approval to the satisfaction of the Town.

PART D. Preconditions to Registration of the Condominium Plan

15. Prior to the registration of the Condominium Plan, the Owner shall:
- a) complete the registration of the Plan and this Agreement, along with the satisfaction of all prerequisites thereto;
 - b) clear all Conditions of Condominium Approval, to the satisfaction of the Town;
 - c) provide to the Town, for its approval and to its satisfaction, a written registration memorandum setting out the order in which the Owner proposes to carry out the registration, postponements, transfers, dedications and consolidations required to complete the registration of the Condominium and satisfy applicable conditions of Condominium Approval;
 - d) provide to the Town, for its approval and to its satisfaction, a written registration memorandum setting out the order of all registration and approvals required to create and convey the Units in the Plan and ensure that they become parcels of tied land associated with the Condominium Corporation;

- e) Provide a solicitors' certification to the Town stating that all easements necessary to ensure the independent operation of the Condominium Corporation will be in place upon registration of the Condominium Plan;
- f) Obtain the Town's approval in writing of the proposed Condominium Declaration and Description, together with all related schedules, documents and agreements;

PART E. Transfers and Dedications of Lands and Easements

16. The Owner shall:

- a) gratuitously transfer and dedicate all lands and easements to be transferred and/or 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, utility or any other person, including the County, Ministry of Transportation Ontario (MTO), NVCA, 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 any lands or easements being transferred and/or dedicated to any person;
- e) provide such environmental warranties and undertakings as may be required to the satisfaction of the Town Solicitor for any lands being transferred or dedicated 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 transfers (either prior to or after the registration of this Agreement, as may be required in accordance with Schedule "D");
- g) Following registration of the required transfer(s), provide a certificate of title from the Owner's solicitor's 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 Owner's solicitor's certificate shall be provided to the Town within thirty days of such registration;

17. The Owner 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 has been 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.

18. The Owner acknowledges and agrees that, subsequent to the Town accepting the transfer or dedication of any lands under this 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, the Owner shall be responsible for the environmental remediation of such lands at its own expense and to the Town's satisfaction.

19. The Owner shall gratuitously convey Block 8 on the Plan to the owner of the property known municipally as 126 Gordon Street to resolve the existing building encroachment. Prior to such conveyance, the Owner shall grade, topsoil and sod or seed Block 8 to the satisfaction of the Town.
20. The Owner shall acquire those portions of the existing Town-owned right-of-way known as First Avenue West, which are within Blocks 6 and 9 of the Plan. The Owner shall cover all costs of compliance with the Town's policies governing the disposition of land with respect to the said parcel, including but not limited to the cost of obtaining an appraisal of the said parcel to the Town's satisfaction and in accordance with the Town's policies governing the disposition of land. In exchange for such acquisition, the Owner shall pay to the Town financial compensation equal to the value of the said parcel, as determined by the said appraisal.
21. To secure an easement from the County over County-owned former railway right-of-way adjacent to the Subject Lands to permit the proposed stormwater management works, and to register the same on title to the said lands, all to the satisfaction of the Town.
22. To secure an easement over the lands known municipally as 5 John Street to accommodate the proposed stormwater management works, and to register the same on title to the said lands, all to the satisfaction of the Town.
23. 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 and/or Conditions of Condominium Approval, which dedications shall be to the satisfaction of the Town Solicitor.
24. 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. In the event of any conflict with existing utility or communication facilities, the Owner shall be responsible for the relocation of such facilities or easements.

PART F. Financial Requirements

Expenses to be Paid by the Owner

25. Every obligation imposed on the Owner, the Consulting Engineer or any other Agent of the Owner in this Agreement shall be deemed to include the words "at the expense of the Owner" unless this Agreement expressly provides to the contrary.
26. 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 and Condominium, the preparation, processing and completion of the terms of this Agreement and the registration of the Plan, the Condominium Plan and the creation of the Condominium Corporation.
27. All fees or other 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.
28. 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 any matter relating to the subject matter of this Agreement, 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

29. The security set out in Schedule “G” shall be issued by a financial institution in the form of an irrevocable letter of credit, cash or such other equivalent security satisfactory to the Town’s Treasurer, and shall be referred to in this Agreement as the “Security”. The Owner acknowledges and agrees that the Town shall have the right to require the amount of the Security to be augmented by the Owner, should the Town determine that the amount of the Security is insufficient for the purposes set out in this Agreement.
30. 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.
31. Should the Security be in the form of a letter of credit, such letter of credit shall be irrevocable and valid for an initial term of not less than one (1) year and shall provide that the letter 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 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.
32. The Security may be used by the Town to address not only the matters for which the Security is expressly required, but may also be used by the Town in accordance with the remedial provisions of this Agreement, to address any obligation of the Owner or other matter relating to the subject matter of this Agreement. Should the Security be used to address any obligation of the Owner or other matter relating to the subject matter of this Agreement, it is agreed that such Security is deemed to have been expressly received for such purpose.
33. The Security may be reduced in amount from time to time at the discretion of the Town following receipt satisfactory to the Town, of progress certificate(s) from the Consulting Engineer and proof of payment to the contractor(s), in respect of the Works; together with an executed statutory declaration in the form of Schedule “L” 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.
34. In addition to the Security, the Owner shall deposit with the Town a cash deposit in the amount specified in Schedule “G” 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 of this Agreement entitled **Expenses to be Paid by the Owner**, from time to time. Such deposit shall be replenished by the Owner 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 may 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 relating to the subject matter of this Agreement have been closed, 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.
35. 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 of this Agreement entitled **Insurance**. Subsequent to the completion of the Works, and subsequent to the expiry of the Maintenance Period for Town Works, plus such additional time as is deemed sufficient by the Town in its sole discretion, such insurance deductible deposit shall be remitted to the Owner without interest, unless the said deposit has been drawn upon.

36. It shall be the Owner's obligation to request the return of any remaining monies of the above deposit(s) at the appropriate time, and should such requests not be made, the Town may retain such deposits.

Other Payments, Fees and Development Charges

37. The Owner agrees to pay all Town, County of Dufferin and NVCA fees, charges, levies and development charges as may be required, relating to the proposed development.
38. The Owner agrees that, prior to Final Approval, it shall pay to the Town cash-in-lieu of parkland dedication, as set out in Schedule "G".
39. The Owner acknowledges having been advised that, pursuant to Section 69 of the *Planning Act*, the Owner shall be required to pay processing fees to the Town for final approval of the Plan and Condominium, 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 Plan, the Condominium Plan, the Conditions of Draft Approval or Conditions of Condominium Approval.
40. The Owner further acknowledges that it is required to pay such development charges as may be levied pursuant to any applicable development charge by-law(s) under the *Development Charges Act, 1997*, as amended, at the time of the issuance of a Municipal Approval for building permit by the Town (or its delegate) for land within the Subject Lands. Should the Town, in its sole discretion, determine that a variance of the timing of the payment of development charges is required, the Owner shall enter into a separate agreement with the Town, setting out such terms and conditions as the Town may see fit. Such agreement shall be executed by the Owner prior to the Owner transferring any Units within the Subject Lands. Notwithstanding section 27(2) of the *Development Charges Act, 1997*, the rate of development charges is subject to change prior to building permit issuance. 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.
41. Pursuant to section 59(4) of the *Development Charges Act, 1997*, the Owner agrees to advise those persons who first purchase Units within the Plan, prior to the transfer of those Units, of all development charges related to the Unit, 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 development charges.
42. 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.
43. 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.

Interest

44. Interest at the prime rate of the Bank of Canada, plus 2% adjusted quarterly shall accrue 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 improvement fees and other municipal and non-municipal levies of local or general application, which have their own provisions in respect of interest on arrears.

Liability of Owner and Indemnification of the Town

45. The Town shall not be responsible for or liable to the Owner or any other person 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 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 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 assumption of the Works by the Town; or,
 - g) damage by the Owner to the property of any person while the Owner is carrying out work in respect of the subject matter of this Agreement; or,
 - h) damage caused by the construction or operation of the Works under this Agreement prior to assumption thereof by the Town; or,
 - i) any loss or damage caused by the disposal or escape of surface water from the Subject Lands.
46. 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.
47. 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 by any employee, servant or agent of the Owner or to any property of the Owner or by 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.

The parties agree to notify the other parties immediately of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development of the Plan.

Insurance

48. In addition to the indemnification and save harmless covenants in favour of the Town from the Owner in this Agreement, the Owner shall, prior to the execution of this agreement by the Town, obtain its own policies of insurance as specified below, in a form and with limits and deductibles acceptable to the Town, and shall maintain such policies in force until assumption of the Town Works by the Town. The Owner's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
49. 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, personal injury liability, contingent employers liability, Owners and contractors protective liability, non-owned automobile liability and broad form property damage.

Where the work to be carried out includes any one of the following activities, the policy shall have Explosion, Collapse or Underground (XCU) coverages added by endorsement and shall not contain any exclusions or limitations with respect to such activity and : 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 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 with the

same terms and coverages as required by this agreement for the Owner's policy.

- b) Automobile Liability Insurance, being a standard owners form automobile insurance policy, covering third party property damage and bodily injury, including accident benefits as may be required by applicable laws, with an inclusive limit of liability of two million dollars (\$2,000,000) per occurrence; to cover all licensed vehicles owned and/or leased by the owner its agents employees, contractors and subcontractors, as may be used in conjunction with this Agreement;
- c) Any other form of insurance, with coverages in such amounts and deductible levels, or increased limits of the aforementioned coverages, as the Town may reasonably require, taking into consideration work to be done;
- 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 35;
- e) The obtaining of such policies of insurance by the Owner and/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

50. The Owner agrees that:

- a) prior to execution of this Agreement by the Town and prior to construction of the Works, 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's insurer and 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

51. 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.
52. 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.

PART G. Engineering, Reports and Detailed Design

Engineering Services

53. The Consulting Engineer shall perform all required engineering services related to the Works and the development of the Subject Lands to the satisfaction the Town Engineer.
54. The Owner hereby acknowledges and agrees that the Consulting Engineer is authorized to act as the Owner's representative to the Town, including being authorized to submit all engineering drawings and matters subject to the review and/or approval of the Town. The Consulting Engineer shall also be authorized to receive, on behalf of the Owner, all directions, approvals and requirements of the Town with respect to engineering services and the construction and installation of the Works and the development of the Subject Lands.
55. The Consulting Engineer's services shall include, but not be limited to, the following obligations:
 - (a) full time supervision, inspection and quality assurance of the Works in accordance with the required standards set out in paragraph 78, to the satisfaction of the Town; and,
 - (b) preparation of certificates as required by the terms of this Agreement.

Reports, Studies and Plans

56. Where this Agreement requires the preparation of a report, study, or plan, the Owner shall:
 - a) produce, or cause to be produced, the study, reply or plan, at the Owner's expense and to the satisfaction of the Town, 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, all recommendation(s) or Work(s)

prescribed in the approved study, report, or plan, at the Owner's expense and to the satisfaction of the Town, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s).

Reports Prepared in Advance of this Agreement

57. The Owner has prepared and the Town has approved the reports and studies listed in this section. The Owner shall carry out all recommendations of these reports and studies, as amended or modified to the satisfaction of the Town, and shall direct the Consulting Engineer to implement the same in the detailed engineering drawings to be prepared pursuant to paragraph 59 of this Agreement. All reports and studies must substantially conform to the Plan and Condominium Plan and, should material revisions to the Plan and/or Condominium Plan be made, the said reports and studies shall be updated, as necessary, to the satisfaction of the Town.
- a) Recommendations of the *Traffic Impact Study* dated March 2011 and the related update letter dated July 13, 2017 and the related addendum dated December 5, 2018, all prepared by R.J. Burnside & Associates Limited;
 - b) Recommendations of the *Geotechnical Investigation Proposed Residential Development Part of Lot 1, Concession 3 Township of Melancthon Shelburne Ontario*, dated February 18 2018 and prepared by V.A. Wood (Guelph) Incorporated;
 - c) Recommendations of the *Stormwater Management Report (Rev. 3)* dated February 12, 2021, prepared by R.J. Burnside & Associates Limited.

Reports which are to be Prepared

58. The Owner shall direct the Consulting Engineer, or such other professional as noted below, to prepare and submit the following reports and studies to the Town. All such reports and studies shall be completed to the satisfaction of the Town prior to the commencement of any Works on or associated with the Subject Lands. The Owner shall carry out all recommendations of these reports and studies, as amended or modified to the satisfaction of the Town, and shall direct the Consulting Engineer to implement the same in the detailed engineering drawings to be prepared pursuant to paragraph 59 of this Agreement. All reports and studies must substantially conform to the Plan and Condominium Plan and, should material revisions to the Plan and/or Condominium Plan be made, the said reports and studies shall be updated, as necessary, to the satisfaction of the Town.
- a) A Record of Site Condition (“RSC”) pertaining to the Subject Lands prepared by a Qualified Person (QP) as defined in Ontario Regulation 153/04. If, in the process of obtaining an RSC, contamination is found, the Qualified Person shall determine its nature and the requirements for its removal and disposal at the Owner’s expense. Prior to final approval of the Plan, a Qualified Person shall certify that the Subject Lands are free of contamination and that topsoils placed on such lands are free of atrazine. Prior to the final approval of the 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 an 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 detailed *Stormwater Management Report* to the satisfaction of the Town and NVCA;
- c) A detailed *Erosion Control Plan* to the satisfaction of the Town and NVCA;
- d) A detailed *Grading Plan*, in accordance with the Master Grading Plan, to the satisfaction of the Town and NVCA;
- e) A detailed *Geotechnical Report* for the stormwater management facility to the satisfaction of the Town and NVCA;
- f) A detailed *Enhancement and Landscaping Plan* for the stormwater management facility to the satisfaction of the Town and NVCA; and
- g) Detailed Block grading, erosion and sediment control plans.

Detailed Engineering Drawings

- 59. The Owner shall direct the Consulting Engineer to prepare and submit to the Town, detailed engineering drawings for the Subject Lands and the Works. The detailed engineering drawings shall reflect all of the requirements of this Agreement, including the recommendations of all reports or studies prepared in connection with the Plan or the development of the Subject Lands as well as any permits or other authorizations relating thereto. The detailed engineering drawings shall be to the satisfaction of the Town in all respects and, upon approval, shall be attached to this Agreement as Schedule “E”.
- 60. Without limiting the generality of the preceding paragraph, the Owner shall, prior to the commencement of the Works, submit detailed design drawings for Block 9 to the satisfaction of the Town. The detailed design shall include, but not be limited to, the following:
 - a) A sight distance visibility triangles review at locations where vehicles may be maneuvering to or from First Avenue and Second Avenue via the private right-of-way and to or from parking areas and parking spaces via the private right-of-way;
 - b) Detailed engineering and landscape design plans including grading and drainage, landscaping, road geometry, traffic control, parking, loading, emergency access, snow storage and removal including an operational plan, waste management vehicle access and maneuvering and pedestrian/cyclist connectivity;
 - c) The final location and number of visitor / shared parking spaces to be provided (minimum off 11 parking spaces) to the satisfaction of the Town.

PART H. Works

- 61. The Owner covenants and agrees to carry out and install all of the Works at its sole expense and to the satisfaction of the Town.

Requirements Prior to Commencement of Works

- 62. The Owner agrees that no grading or other soil disturbance shall take place on the Subject Lands prior the Owner obtaining and submitting to the Town a clearance letter from the Ministry of Tourism Culture and Sport for the Stage 1 and 2 Archaeological Assessments.

63. The Owner agrees that, prior to any site alteration, sediment and erosion control measures shall be in place to the satisfaction of the Town and NVCA.
64. The Owner agrees that, prior to any site alteration, a permit under the *Conservation Authorities Act* shall be obtained from the NVCA.
65. The Owner agrees that before any of the Works described in Schedule “E” are commenced or any contracts for such Works are entered into, the Owner shall provide to the Town the full name, address, telephone and fax numbers and email address of the Consulting Engineer.
66. Prior to the commencement of any Works, the Consulting Engineer shall provide to the Town, at the expense of the Owner:
 - a) a copy of the approved construction drawings in a digitized electronic format acceptable to the Town; and,
 - b) 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 MECP 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);
67. The Owner shall not commence construction of any of the 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 any Works requiring a permit or approval from any agency other than the Town prior to the issuance of all required approvals.
68. 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.

Commencement and Timing of Works

69. The Owner shall give the Town a minimum of two (2) clear business days written notice prior to the commencement of construction of any of the Works.
70. The Owner shall carry out the construction and installation of the Works in accordance with the timetable set out in Schedule “J” and diligently continue construction and installation of the Works, failing which the Town may, in its sole discretion, upon 14 (fourteen) days written notice to the Owner, draw upon the security and complete the Works.
71. Should any significant work stoppage occur in the carrying out of the Works, the Owner shall give to the Town prompt notice of such stoppage, and shall give two (2) clear business days written notice prior to the re-commencement of construction.
72. Should the Owner wish to extend the time for completion of the Works or any of them, it shall make a written request to the Town for such an extension and the Town, in its sole discretion, may refuse such extension, or may extend the time for completion of the Works or any of them for such period of time and upon such terms and conditions as it deems reasonable.
73. Failure to meet the time limits prescribed under Schedule “J”, unless they are extended pursuant to the foregoing paragraph, shall constitute a default by the Owner of its obligations under this Agreement.

Requirements following Completion of the Works

74. On completion of the Works, the Consulting Engineer shall certify in writing to the NVCA that the Works have been constructed in accordance with all plans, reports and specifications, as approved by the NVCA.
75. Within six (6) months of completion of the Works, the Consulting Engineer shall provide the Town with “as constructed” drawings to the satisfaction of the Town Engineer, as well as inspection field records and reports of the constructed Works.
76. The Consulting Engineer shall provide the Town with all necessary documentation to permit the inputting of the Plan into the Town’s GIS system. The Owner shall reimburse the Town for any invoices rendered by the Town or its consultants for such inputting.

“As Constructed” Drawings

77. The Owner’s Consulting Engineer shall:
 - a) Prepare revised “as constructed drawings” which incorporate any job changes 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 Acceptance of the Works;
 - 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
 - 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.

Required Standards for the Works

78. The Owner covenants and agrees that all Works and other matters required to be carried out pursuant to this Agreement shall conform to:
 - a) The provisions of this Agreement;
 - b) All plans, documents, reports, recommendations and drawings submitted to and approved by the following:
 - i) Ministry of the Environment, Conservation and Parks (“MECP”);
 - ii) County of Dufferin;
 - 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.
79. 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.
80. 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;

Works External to the Plan

81. The Owner covenants and 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 may include works to be undertaken 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 or other lands outside of the Subject Lands, such roads or other lands shall be reinstated by the Owner to the satisfaction of the Town as well as the owner of the said lands. 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;
82. The Owner shall complete the following works external to the Subject Lands:
- a) improvements to First Avenue West and Second Avenue West, as required, to provide the required vehicular access to the proposed private (Common Element) condominium roadway in Block 9, including roadway modifications to the existing cul-de-sac and required paving, curb and gutter, re-grading, storm sewer connections and drainage facilities, visibility triangles, boulevard restoration/sodding, signage and street trees, utilities, street lighting and service connections, and

restoration/replacement of impacted driveways/aprons and service laterals within the rights-of-way;

- b) sidewalk on one side of First Avenue West from the west side of Gordon Street connecting to the east limit of Block 9 at the west limit of First Avenue West, and related pavement markings where required for pedestrian crossing(s) at the intersection of Gordon Street and First Avenue West;
- c) sidewalk connecting the east limit of Block 9 to the current west terminus of the existing sidewalk on Second Avenue West;
- d) removal of the portion of the existing gravel driveway that encroaches on the Subject Lands and the portion located within the right-of-way of First Avenue West, and obtain approval of the property owner to re-align and reconstruct the driveway within the property limits of 226 First Avenue West and connecting to the north side of First Avenue West within the Town right-of-way;
- e) outlet for the stormwater management facility, including the emergency overland spillway weir and storm sewer / outlet release rate control pipe in the former railway right-of-way owned by the County of Dufferin to the satisfaction of the County, including approval and registration of all required easement(s);
- f) storm sewer and catch basin manhole across the property at 5 John Street to the satisfaction of the property owner including approval and registration of all required easement(s);
- g) storm sewer and swale re-grading along John Street to the existing storm outfall ditch along the north side of Main Street West;
- h) sidewalk on the west side of Gordon Street connecting to the existing sidewalk on the north side of Main Street West and extending approximately 50 metres north or to the most northerly side entrance to Block 7 from the west side of Gordon Street, as a requirement of the future development of Block 7;
- i) maintain the existing sanitary forcemain servicing the property at 1 John Street in its current location with required depth and cover to the satisfaction of the property owner including approval and registration of an easement in favour of 1 John Street, and provide a new sanitary service to the property at 1 John Street as a requirement of the future development of Block 7; and
- j) 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.

Deficiencies in Works

83. 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.

84. 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.
85. 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.
86. 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.
87. 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 assumption of any Work, service or improvement by the Town.

Maintenance of Works and Preliminary Acceptance

88. The Owner shall maintain the Town Works against any defective materials, latent defects or poor workmanship, at its own expense and to the satisfaction of the Town until Final Acceptance of the Town Works.
89. The parties agree that Preliminary Acceptance of the Works, or any subset thereof, and commencement of the Maintenance Period for Town Works 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 in question are substantially complete, in the opinion of the Town;
 - c) the Works in question have been inspected to the satisfaction of the Town;
 - d) the Town has not identified any major deficiencies in the Works in question;
 - e) The Owner's Consulting Engineer shall have certified that the Works in question 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 for the Works in question.
90. During construction and installation of the Town Works and until the same are assumed by the Town, the Owner shall, on or before the 15th day of November in each year, complete all Town 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.
91. Notwithstanding the obligation of the Owner to maintain the Town Works for the periods of time herein prescribed, ownership of the Town Works together with all 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 ownership as the Town may require.

Final Acceptance of Town Works

92. Before the Town Works, or any subset thereof, are granted Final Acceptance and assumed by the Town, a minimum of two (2) years shall have passed following Preliminary Acceptance of the said Town Works and the Owner shall:
- a) have complied with all of the terms and conditions of this Agreement in respect of the Town Works;
 - b) have corrected all deficiencies in the Town Works identified during the Maintenance Period, to the satisfaction of the Town;
 - c) have furnished to the Town a duly sworn statutory declaration of the Owner in the form of Schedule "L":
 - (i) that it has paid all accounts in connection with the supply, installation of and maintenance of the Town Works;
 - (ii) that there are no outstanding debts, claims or liens in respect of the installation of or maintenance of the Town Works; and
 - (iii) that there are no claims or liens under the *Construction Lien Act* against the Town Works and that the time for making such claims or liens has expired.
 - d) have furnished to the Town a progress certificate, in the form of a statutory declaration, prepared and signed by its Consulting Engineer;
 - e) 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

- f) have furnished to the Town such additional assurances (such as a solicitor's opinion) as the Town may require.
93. Where the Owner has fulfilled all of the requirements set out in the preceding paragraph with respect to the Town Works, or any subset thereof, the Consulting Engineer shall submit a certificate confirming that all or a subset of the Town Works have been installed and maintained as required by the Town. Following Town Council passing a by-law assuming the Town Works, or any portion thereof, the Town shall issue a Final Acceptance Certificate. It is acknowledged that the Town shall not be obligated to assume any of the Town Works until it is satisfied that the Town 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.
94. Upon issuance of the Final Acceptance Certificate for the Town Works or any subset thereof, 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. The Owner agrees that, upon Final Acceptance of the Town 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 lands in the Town.

Maintenance of Condominium Works

95. The Owner shall maintain the Condominium Works against any defective materials, latent defects or poor workmanship, at its own expense and to the satisfaction of the Town until the Condominium Corporation is established and the said Condominium Works become Condominium Common Elements. Thereafter, the Condominium Corporation shall be solely responsible for the maintenance of the Condominium Works. It is acknowledged and agree that the Condominium Works shall not be assumed by the Town.

Entry By Town Employees, Contractors or Agents

96. 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.

Development of Block 7

97. The Owner acknowledges and agrees that Block 7 is being retained as a future development block. No development shall be permitted on Block 7 unless such development has been approved in writing by the Town in a separate agreement.

Relocation of Services

98. 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 or construction of the Works, 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, all of which shall be carried out to the satisfaction of the Town.

Nottawasaga Valley Conservation Authority

99. 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*, in accordance with the Master Grading Plan;
 - d) A detailed *Geotechnical Report* for the stormwater facility;
 - e) A detailed *Enhancement and Landscaping Plan* for the stormwater management facility;
 - (ii) The Owner agrees to revise the Plan in order to meet the requirements of any of the reports referenced in the preceding subparagraph, including providing for a larger stormwater facility (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 storm water management facilities have been restrictively zoned;
 - (vi) 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.

Storm Water Management System

- 100. 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.
- 101. The Owner shall file with the Town confirmation that the drawings listed in Schedule “E”, and specifically those drawings relating the storm water management facilities servicing the Plan, and all works and uses ancillary thereto have been reviewed and approved by the County of Dufferin, the NVCA, the MECP and/or the MNR as the case may be.
- 102. 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.
- 103. 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, and subsequently by the Condominium Corporation. 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.
- 104. 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.
- 105. The Owner shall develop the Plan in accordance with site, grading and drainage plans approved by the 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.
- 106. 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”).
- 107. 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 9 on the Plan, which includes 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.

108. The Owner acknowledges and agreed that the stormwater management facility, including all appurtenances thereto, shall be in place and operational prior to the installation of any impervious areas such as roadways or buildings on the Subject Lands.

Roadways

109. The Owner shall construct, install and complete all Roadways and Condominium Roads shown on the Plan, and the Condominium 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* dated March 2011 and the related update letter dated July 13, 2017 and the related addendum dated December 5, 2018, all prepared by R.J. Burnside & Associates, and any modifications thereto approved by the Town, including, but not limited to:
 - (i) improving the visibility triangles at the intersection of Gordon Street and First Avenue West as part of the detailed design of the development; and
 - (ii) If practical improvements cannot be achieved, traffic monitoring to confirm if modifications to traffic controls (e.g. four-way stop and related pavement markings) are warranted at the intersection of Gordon Street and First Avenue West;
 - 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 and Condominium Plan, attached as Schedules “B1” and “B2” hereto.
110. The Roadway and Condominium Road Works described in the above paragraph shall be installed and tested by the Owner’s Consulting Engineer to the satisfaction of the Town.
111. Prior to installation of the final layer of asphalt pavement on any Roadway or Condominium Road 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.
112. The construction of the final layer of asphalt pavement shall be undertaken and completed by the Owner in accordance with the criteria in this Agreement, 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 after 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.

113. The Owner shall provide standard pavement markings and traffic signage on all Roadways and Condominium Roads, if required, and at all proposed intersections within and related to the Subject Lands to the Town's satisfaction.
114. The Owner shall provide street lighting (Light-Emitting Diode or such other lighting as the Town may direct) for the Roadways and Condominium Roads within the Plan to the satisfaction of the Town and shall make all such street lighting operational prior to the first occupancy permit.
115. The Owner shall provide sidewalks and tree planting on the proposed Roadways and Condominium Roads to the satisfaction of the Town.

Temporary Works

116. The Owner shall construct all works, which must be considered temporary to facilitate the development of the Subject Lands 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.

Block Grading

117. 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 Block. 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 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 Block and each Unit, (and which grant shall be binding on each successor in title including a homebuyer, homeowner, executors, administrators, successors and, assigns for each Unit). The restrictive covenant is in favour of the Town owned roads abutting the Subject Lands. The restrictive covenant prohibits the alteration of the grading approved on the Detailed Site Plan and Master Grading Plan for each Block and each Unit 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 Subject Lands and, at the expense of the Owner (or its successors in title, including the Condominium Corporation and/or the Unit owner), 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.

118. 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. Such imported fill report shall include the following assurances provided by a Qualified Person, to the satisfaction of the Town:
 - a) That before any fill is brought onto the Subject Lands:
 - (i) samples were collected from the fill to be brought onto the Subject Lands in accordance with clause (ii) of this subparagraph;
 - (ii) the samples were analyzed in accordance with clauses (b) through (e) of this paragraph and the concentration of contaminants in the fill

was found 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 fill 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 sample was analyzed for each 160 cubic metres of fill for the first 5,000 cubic metres of fill from each source of fill, following which at least one sample for each additional 300 cubic metres of fill 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 fill as a result of any potentially contaminating activity or other environmental condition:
 - a) at the property from which the fill originated while the fill was there; or
 - b) at any property at which the fill had subsequently been stored while the fill was being stored at that property; or
 - c) while the fill 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 fill, having regard to:
 - (i) the property from which the fill was taken before being brought to the Subject Lands;
 - (ii) the handling of the fill, 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

119. The Owner agrees with the Town to erect temporary fencing as required on the Subject Lands, prior to the commencement of site alteration, 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
120. The Owner agrees with the Town that topsoil, equipment, or materials may only be stockpiled on the Subject Lands in locations and in a manner 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 Owner without the written approval of the Town.
121. 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.

Hydro-Electric and Other Utility Installations

122. 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 Blocks and Units within the Subject Lands, 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 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 Block or Unit 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.
123. Regarding all other utilities, including, but not limited to telecommunication provider, cable and/or internet provider, gas provider, etc., (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 Other Utilities 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 infrastructure associated with such Other Utilities is 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 Block or Unit 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.

Rogers Cable Communications Inc.

124. The Owner agrees to the satisfaction of Rogers Cable Communications Inc. that:
- a) prior to registration of the Plan, 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 Plan (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 Plan, as well as the timing and phasing of installation.

Enbridge Gas Distribution

125. 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.
126. All of the natural gas distribution system will be installed within Block 9. Easements will be provided over Block 9 at no cost to Enbridge Gas Distribution Inc.

Canada Post

127. 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) or bus pads.
 - c) 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.

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 and will be required to be prepared a minimum of 30 days prior to the date of first occupancy;

- d) Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;
- e) 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;
- f) Agree to 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 of each of the Community Mailbox locations, and further, advise any affected homeowners of any established easements granted to Canada Post;
- g) 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, to which the homeowner(s) will sign off;

Driveways

- 128. a) The Owner agrees to locate and construct all driveways accessing the roadway 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 Block, and to the satisfaction of the Town.
- b) The Owner agrees that there shall be a maximum of one driveway per Unit within the Plan and that multiple or circular driveways shall not be permitted on any Block or for any Unit.

Street Name Signs

- 129. 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.
130. The Owner shall supply, erect and pay for all temporary or permanent barricades and guide rails on streets or roadways 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

131. The Owner shall make all Blocks and Units suitable to be serviced with full municipal sewage and water services. The Owner shall provide a Detailed Site Plan for each Block for approval by the Town Engineer and/or the Director of Development and Operations prior to the issuance of Municipal Approval for any building permit for such Block.
132. The Owner shall service each Block and Unit 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.
133. The Owner acknowledges and agrees that the water and wastewater servicing infrastructure located within the Subject Lands shall not be assumed by the Town. All water and wastewater servicing infrastructure located within Block 9 shall be included in the common elements owned and maintained by the Condominium Corporation. Water and wastewater infrastructure located within the Blocks and Units shall be the property of each individual Unit owner. The Owner agrees to include a statement reflecting the provisions of this paragraph in every agreement of purchase and sale for a Unit.

Building Levels

134. The Owner agrees that the basement floor elevations of all buildings hereafter erected on any Block 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

135. The Owner shall, before an application is made for a building permit for construction of a dwelling on any Block within the Subject Lands:
 - a) Remove the top soil from the entire Block, (or such lesser amount of the Block as the Town Engineer may agree to), and stockpile it at locations approved by the Town;
 - b) Grade the entire Block 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 Blocks 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

136. 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 Block located within the Subject Lands to the satisfaction of the Town; and
 - b) complete the cultivating, grassing and sodding 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.

137. All buildings erected on the Blocks and Units located within the Subject Lands are to conform to the grades shown on the Master Grading Plan.
138. In the event that the final grading of a Block or Unit is not completed in accordance with this agreement, the Town may:
 - a) enter upon the Block or Unit 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.
139. 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.
140. 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 Block or Unit 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.

Sodding

141. 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 Block:
 - 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;
 - 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 Unit, except for the area designated as a driveway and any walkways, steps or decks shown on the Detailed Site Plan for the Block or Unit;
 - d) maintain the sod on each Unit until possession of the Unit by a third party; and
 - e) maintain the sod and hydroseed on each Block.

Control of Weeds

142. The Owner agrees to control, to the satisfaction of the Town, weeds on all of the Subject Lands except on the Units 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

143. 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 Block or Unit within the Subject Lands have been occupied, that the Block or Unit 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.

144. The Town may, if the Owner has not cleaned up any such Block or Unit, 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.

145. Burning of garbage and debris is prohibited.

146. 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

147. Until the following obligations are assumed by the Condominium Corporation, the Owner shall:

- a) be responsible to prevent earth and debris from being tracked onto streets outside the Subject Lands;
- b) 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) 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, clear of earth, debris and building materials; and,
- d) be responsible for snow removal, snow plowing, and salting/sanding.

148. The Owner acknowledges and agrees that responsibility for street cleaning, maintenance, snow plowing shall be assumed by the Condominium Corporation. The Owner agrees to include a statement reflecting the provisions of this paragraph in every agreement of purchase and sale for a Unit.

149. 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.
150. 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.
151. The Owner, and subsequently the Condominium Corporation, 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

152. 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 the assumption of the Town Works by the Town;
 - c) maintain each tree for a period of two (2) years from the time of planting, replacing any trees that become dead or diseased during that period, to the satisfaction of the Town;
 - 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".
153. 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

154. 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.
155. The Owner shall erect snow fencing as required on the Subject Lands, 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

156. 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 Block 9 shall be the responsibility of the Owner and subsequently the Condominium Corporation. The Owner agrees to include a clause in all offers of Purchase and Sale informing the purchasers of all Units of this responsibility. The maintenance of any retaining walls constructed within any other Block in the Subject Lands shall be the responsibility of the Owner and subsequently the purchaser of the Unit(s) on which the said retaining wall is located. The Owner agrees to include a clause in all offers of Purchase and Sale informing the purchasers of the relevant Unit(s) of this responsibility.

PART I. Building Permits and Occupancy

Issuance of Building Permits

157. The Owner covenants and agrees that no Municipal Approval for any building permit shall be granted by the Town and that no building permit shall issue until:
- a) the Plan attached hereto as Schedule "B1" has been registered on title;
 - b) this Agreement has been registered on title;
 - c) Preliminary Acceptance has been granted by the Town for all Works required to service the Blocks and Units in the Plan including the following:
 - (i) The underground services, including sanitary sewers, forcemain, storm sewers, watermains and hydrants including an operational water system;
 - (ii) The roadways, including the Condominium Road, which includes granular base and base asphalt, curbs and gutters;
 - (iii) The electrical distribution system, except that 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 122(d); and,
 - (iv) The stormwater management facility, except that 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 Block(s) in question 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 proposed building(s), 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) all trees to be preserved on the Block(s) in question have been satisfactorily protected in accordance with the standards established by the Town;
- g) Block and Unit building plans have been submitted for review and approval by the Town, and the Town has confirmed that all such plans adhere 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, Block Grading Deposit, Unit Fee and Water Meter Fee, as set out in Schedule "G", have been paid to the Town. The Block Grading Deposit shall be used by the Town to pay for inspection, review and remediation of grading on the Subject Lands. Unused portions of the Block Grading Deposit shall be returned to the Owner after grading of the Subject 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) all Units located in the same Block may be constructed simultaneously provided that any construction on a Block adjoining the end units on either side of the Block shall be capped at the subfloor level at grade until such time that the end Unit(s) of are substantially completed with all external finishing including cladding, roofing and windows.
 - (ii) the Town Fire Chief may designate additional firebreak Blocks or Units in the Plan if, in the opinion of the Town Fire Chief, acting reasonably, same are necessary to ensure construction site fire safety.
 - (iii) no firebreak Block or Unit 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 Unit owner, and/or the Owner/builder has sold the lot to the Unit owner prior to applying for a building permit, the Unit owner 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 166, 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 Units 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 Unit is a builder that has purchased the Unit 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 Unit to a homeowner, the builder shall ensure that the clauses to satisfy paragraph 168 are included in the agreement of purchase and sale of the Unit.

158. Notwithstanding subparagraph 157(c), provided there is compliance with all other provisions of paragraph 157, Municipal Approval of an application for a building permit may be given and a building permit 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

159. The Owner agrees that no Unit within the Subject Lands shall be occupied by any person, unless and until:
 - a) water and wastewater services have been installed and are functional;
 - b) electrical services have been connected to the Unit, and have been inspected, approved and activated by Hydro One;
 - c) roof drainage downspouts discharge to the ground surface;
 - d) the Owner has paid fire call invoices, if any, for the Subject Lands;
 - e) adequate sidewalks, lighting and snow removal services has been provided or secured to allow children to walk safely to school or to a designated bus pickup point, all to the satisfaction of the Town;
 - f) signage has been installed in accordance with paragraph 161 to the satisfaction of the Town;
 - g) a temporary Community Mailbox has been provided in accordance with paragraph 127(d);
 - h) the Unit 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
 - i) confirmation has been received from the Town Engineer and/or Director of Development and Operations that final grading for the Block and Unit has been completed to his or her satisfaction, or will be completed in accordance with Schedule "J".

PART J. Miscellaneous

Land Restrictions

160. The Owner agrees should any of the Blocks, or any portion thereof, be unsuitable for building purposes, then any such unbuildable lands must be amalgamated with an adjoining Unit. Should such amalgamation be with an adjoining Unit, then the combined Unit may be eligible for a building permit. It is further agreed that 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 unbuildable lands until such time as the

same becomes part of an adjoining Unit provided such larger combined parcel is suitable for development in accordance with the intent of the approved development plans and applicable zoning by-laws.

Signs

161. 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 on the Subject Lands, Block and Unit 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 Town Works;
 - b) 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 Town Works;
 - c) 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 of the Plan. 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 Town Works; and,
 - d) An **Unassumed Road Sign** measuring 1.2m by 1.2m with 100mm lettering shall be posted at each entrance to the Subject Lands, reading as follows:

“PRIVATE ROAD UNASSUMED BY THE TOWN OF SHELBURNE
USE AT OWN RISK”
162. The Owner shall affix, in a conspicuous position, on each Unit, a Unit 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.
163. All signs required to be erected under this Section are subject to the approval of the Town. The Owner may erect a maximum of one (1) advertising sign after the design, size and location of the signs has been approved in writing by the Town. The advertising sign 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.

- 164. 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.
- 165. 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

- 166. 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 Unit within the Plan to builders or potential homebuyers. The approved map and Schedule "I" 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 purchaser of a Unit in the Plan. Such documents shall be submitted as part of the filings to the Town for its clearance of every building permit application.

Noise and Odour

- 167. The Owner agrees that construction activities will be undertaken in accordance with the standards established by the Town Noise By-law, other applicable by-laws, and any other requirements contained within this Agreement.

Agreements of Purchase and Sale

- 168. The Owner shall include in any Agreements of Purchase and Sale for a Unit:
 - a) copies of the Plan and the Condominium Plan;
 - b) in respect of the Condominium Corporation:
 - (i) a statement by the purchaser acknowledging that the Unit is a parcel of tied land associated with a Common Elements Condominium Corporation, the common elements of which include all of Block 9 including the condominium road, parking areas, walkways, water and wastewater services, stormwater management facilities and all appurtenances thereto, including those works located within easements registered in favour of Block 9 over Block 7 (for the stormwater management access and maintenance driveway) and over land external to the Plan (for the stormwater outlet and overflow);
 - (ii) a statement by the purchaser acknowledging that the maintenance of the Common Elements, including all costs of maintenance repair and replacement, will be borne by the Condominium Corporation and, by extension, the Unit owners, rather than the Town;
 - (iii) a statement by the purchaser acknowledging that waste collection services will not be provided to the Unit by the Town or the County of Dufferin;

- (iv) a statement by the purchaser acknowledging that snow clearing and other maintenance required on the Condominium Road on Block 9 and the stormwater management facility access and maintenance road on Block 7 will be the responsibility of the Condominium Corporation, and will not be provided by the Town;
- c) in respect of the grading and drainage:
 - (i) a clause whereby the right is reserved, notwithstanding completion of the sale, for the Owner to enter upon the Unit sold for a period of one (1) year after the completion of the sale, 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 Unit 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 Town owned lands including the roads abutting the Plan;
 - (iii) a statement by the purchaser acknowledging that the grading for each Block and Unit 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 roads abutting the Plan.
- d) 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 purchasers of Units adjacent to community mailboxes that, as of the date of execution of the Agreement of Purchase and Sale, the Unit has or will have, as the case may be, a Community Mailbox adjacent to it.
- e) 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 bussed 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.”

- f) a statement advising the purchaser that occupancy of the dwelling shall not be permitted until there is compliance with paragraph 159 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;
- 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 Unit and multiple or circular driveways shall not be permitted on the Unit;
- j) the following statement: “The purchasers/tenants are advised that the former railway corridor located to the west contains a recreational trail used by snowmobiles, all-terrain vehicles and other motorized vehicles as may be permitted by the County of Dufferin as the owner of the trail, and sound from these vehicles may, at times, be audible”;
- k) a statement advising the purchaser who first purchases the Unit of all development charges related to the development, and the Unit 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 Unit 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.

- m) Any other warning clauses that the Town may deem appropriate and proper.

Release of Subdivision Agreement (Preservicing)

169. 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. It is further agreed that the remaining amount of any deposit or security provided to the Town under a Subdivision (Pre-servicing) Agreement shall be retained by the Town and applied to the requirements of Schedule "G, as applicable.

Duration

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

Miscellaneous

171. 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:

Scone Developments Inc.
Attn: Matthew Melchoir
200 Ronson Drive, Suite 203
Toronto, ON M9W 5Z9

mmechoir@coram.com

to the Town:

Jennifer Willoughby
Town Clerk
Town of Shelburne Municipal Office
203 Main Street East
Shelburne, ON L9V 3K7
jwilloughby@shelburne.ca

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.
172. 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.

173. 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.

174. 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.

SCONE DEVELOPMENTS INC.

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 Scone Developments Inc.

Description of Subject Lands

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Legal Description:

Part of Lot 1, Concession 3, Old Survey, Part 1, Plan 7R-6534; Town of Shelburne

Schedule “B1”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Plan of Subdivision

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Draft Plan of Subdivision prepared by Van Harten Surveying Ltd., dated May 21, 2019

The Plan consists of:

- Blocks 1 to 6 for Residential (Townhouse) (33 units) (0.64 ha)
- Block 7 for Future Development (0.21 ha)
- Block 8 for a Conveyance (0.002 ha)
- Block 9 for Common Elements (Right-of-Way, Stormwater Management Facility and Visitor Parking) (0.34 ha)

The Plan of Subdivision may be viewed at:

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

Schedule “B2”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Plan of Common Elements Condominium

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Draft Plan of Subdivision prepared by...

Draft M-Plan prepared by...

The Plan of Subdivision may be viewed at:

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

Schedule “C1”

to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Conditions of Draft Approval

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Conditions Issued by: Town of Shelburne

Applicant:	Stone Ridge Holdings Ltd.	Date of Decision:	June 24, 2019
File Number:	DPS 17/02	Date of Notice:	July 3, 2019
Municipality:	Town of Shelburne	Last Date of Appeal:	July 22, 2019
Subject Lands:	Main Street West & Gordon Street (Part Lot 1, Concession 3 Old Survey)	Lapsing Date:	July 22, 2022

The Town of Shelburne’s conditions of final plan approval for registration of draft plan of subdivision application File Number DPS 17/02 are as follows:

Conditions

1. That this approval applies to the draft plan of subdivision prepared by Van Harten Surveying Ltd. dated May 21, 2019 to create blocks for freehold townhouse dwellings and a common element block for a right-of-way, stormwater management facility, sidewalks and visitor parking.

Draft Plan of Subdivision shows:

- Blocks 1 to 6 for Residential (Townhouse) (33 units) (0.64 ha)
 - Block 7 for Future Development (0.21 ha)
 - Block 8 for a Conveyance (0.002 ha)
 - Block 9 for Common Elements (Right-of-Way, Stormwater Management Facility and Visitor Parking) (0.34 ha)
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, drainage, and to include but not be limited to:
 - i. The payment of development charges is applicable at the time of issuance of building permits.
 - ii. The requirement for the 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 for the proposed private right-of-way, road and parking areas 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 dwelling units.
 - ix. Fencing to be provided as required by the Town in accordance with the Town's design standards, in locations required by the Town, which shall include continuous visual screening along the east limit development with solid privacy fencing and/or landscape plantings (e.g. hedges and/or trees) except at roadway intersections and required sight triangles, and a fence, gate and/or bollards to restrict vehicular access to the existing rear lane between First Avenue West and Second Avenue West.
 - 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 dedication of land to the Town for required road widenings on Gordon Street and/or Main Street West.
 - xii. The timing of construction, location of construction access to the site and measures to control and mitigate potential construction impacts such as noise, dust, odour and vehicles/equipment.
3. That the Subdivision Agreement between the Owner and the Town shall require the completion of the following works external to the development to be designed and constructed at the cost of the Owner to the satisfaction of the Town:
- i. Improvements to First Avenue West and Second Avenue West as required to provide the required vehicular access to the proposed private (Common Element) condominium roadway in Block 7, including roadway modifications to the existing cul-de-sac and required paving, curb and gutter, re-grading, storm sewer connections and drainage facilities, visibility triangles, boulevard restoration/sodding, signage and street trees, utilities, street lighting and service connections, and restoration/replacement of impacted driveways/aprons and service laterals within the rights-of-way;
 - ii. Sidewalk on one side of First Avenue West from the west side of Gordon Street connecting to the east limit of Block 9 at the west limit of First Avenue West, and related pavement markings where required for pedestrian crossing(s) at the intersection of Gordon Street and First Avenue West;
 - iii. Sidewalk connecting the east limit of Block 9 to the current west terminus of the exiting sidewalk on Second Avenue West;
 - iv. Removal of the portion of the existing gravel driveway that encroaches on the Subject Lands and the portion located within the right-of-way of First Avenue West, and obtain approval of the property owner to re-align and reconstruct the driveway within the property limits of 226 First Avenue West and connecting to the north side of First Avenue West within the Town right-of-way;
 - v. Outlet for the stormwater management facility including the emergency overland spillway weir and storm sewer / outlet release rate control pipe in the former railway right-of-way owned by the County of Dufferin to the satisfaction of the County including approval and registration of the required easement;
 - vi. Storm sewer and catch basin manhole across the property at 5 John Street to the satisfaction of the property owner including approval and registration of the required easement;
 - vii. Storm sewer and swale re-grading along John Street to the existing storm outfall ditch along the north side of Main Street West;
 - viii. Sidewalk on the west side of Gordon Street connecting to the existing sidewalk on the north side of Main Street West and extending approximately 50 metres north or to the most northerly site entrance to Block 7 from the west side of Gordon Street, as a requirement of the future development of Block 7;
 - ix. Maintain the existing sanitary forcemain servicing the property at 1 John Street in its current location with required depth and cover to the satisfaction of the property owner including approval and registration of an easement in favour of

1 John Street, and provide a new sanitary service to the property at 1 John Street as a requirement of the future development of Block 7.

4. That the Subdivision Agreement between the Owner and the Town shall require the Owner to submit detailed design drawings for Block 9 to the satisfaction of the Town. The detailed design shall include, but not be limited to the following:
 - i. A sight distance visibility triangles review at locations where vehicles may be maneuvering to or from First Avenue and Second Avenue via the private right-of-way and to or from parking areas and parking spaces via the private right-of-way;
 - ii. Detailed engineering and landscape design plans including grading and drainage, landscaping, road geometry, traffic control, parking, loading, emergency access, snow storage and removal including an operational plan, waste management vehicle access and maneuvering and pedestrian/cyclist connectivity;
 - iii. The final location and number of visitor / shared parking spaces to be provided (minimum 11 parking spaces) to the satisfaction of the Town.
5. That the Subdivision Agreement between the Owner and the Town shall require the Owner to satisfy all the requirements of the Town with respect to implementation of the recommendations of the final *Traffic Impact Study* prepared by R. J. Burnside & Associates Limited including:
 - i. Improving the visibility triangles at the intersection of Gordon Street and First Avenue West as part of the detailed design of the development; or
 - ii. If practical improvements cannot be achieved, traffic monitoring to confirm if modifications to traffic controls (e.g. four-way stop and related pavement markings) are warranted at the intersection of Gordon Street and First Avenue West.
6. That the Subdivision Agreement between the Owner and the Town shall require the Owner to convey Block 8 to the property owner at 126 Gordon Street to resolve the existing building encroachment and to grade, topsoil and sod or seed the conveyed land to the satisfaction of the Town.
7. That the Subdivision Agreement between the Owner and the Town shall require the Owner to carry out the recommendations identified in the report entitled *Geotechnical Investigation Proposed Residential Development Part of Lot 1, Concession 3 Township of Melancthon Shelburne Ontario* dated February, 2018 and prepared by V.A. Wood (Guelph) Incorporated.
8. That prior to final approval, the Owner shall provide the Town with a copy of the Record of Site Condition (RSC).
9. That prior to site grading or site alteration, for any proposed fill to be imported to the property, the Town will require identification of the proposed fill source and a certificate and testing protocols to verify that the material complies with the applicable requirements for the use of fill in a residential development as well as notification/approval of the applicable road authorities regarding the proposed haul route.
10. That prior to final approval and registration, the Owner shall acquire a portion of the existing Town-owned right-of-way (First Avenue West) with financial compensation to the Town based on the valuation of the land.
11. That such easements as may be required for utility, telecommunications services, servicing and stormwater management or drainage purposes shall be granted to the appropriate authority or property owner, as applicable.

12. That prior to final approval and registration, the Town of Shelburne shall confirm that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be available when required.
13. That prior to final approval and registration, the Town of Shelburne shall confirm that adequate water supply is available and has been allocated in the sewage collection system for the subject plan or phase, or that satisfactory arrangements have been made to ensure that adequate capacity will be available when required.
14. That prior to any grading or construction and final approval of this plan, the Owner shall obtain and submit to the Town a clearance letter from the Ministry of Tourism, Culture and Sport for the Stage 1-2 Archaeological Assessment.
15. 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.
16. That, prior to final approval, the Owner shall agree in the Subdivision Agreement to pay cash-in-lieu of parkland dedication to the Town in accordance with Section 51.1 of the Planning Act.
17. That prior to final approval the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and Town of Shelburne:
 - 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. A detailed enhancement and landscaping plan(s) for the storm water management facilities.
18. That the draft plan may be required to be revised in order to meet requirements of the above condition including providing for a larger stormwater pond block (if necessary) to the satisfaction of the Nottawasaga Valley Conservation Authority and the Town of Shelburne.
19. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out in Condition 17.
20. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, 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.
21. That the Owner shall agree in the Subdivision Agreement 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 Nottawasaga Valley Conservation Authority.
22. That prior to any site alteration, a permit, under the Conservation Authorities Act, will be obtained from the Nottawasaga Conservation Authority.

23. That the Nottawasaga Valley Conservation Authority is notified in writing through a copy of the passed zoning by-law including its text and schedule that the storm water management facilities have been restrictively zoned.
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 adequate sidewalks, lighting and snow removal for the children to walk safely to school or to a designated bus pickup point;
 - iii. 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;
 - iv. 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.”
 - v. Agree in the subdivision agreement and condominium declaration to advise all purchasers of residential units and/or renter 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 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.”
25. That the Owner in the servicing and/or Subdivision Agreement shall agree to include the following warning clauses in all Offers of Purchase and Sale of residential lots:
 - 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.”
26. That, before final approval, 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 permanent 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 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 way from construction activity and 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 (for 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 indicate the locations of all Canada Post Mailbox site locations as approved by Canada Post and the Town of Shelburne.
 - vii. Agrees to 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 of each of the Community Mailbox locations, and further, advise any affected homeowners of any established easements granted to Canada Post.
 - viii. Responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing any home sales with specific clauses in the Purchase Offer, to which the homeowners(s) will sign off.
- 27. 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.
 - 28. 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

- 29. That before final approval, the Town is to be advised in writing that Conditions 2 to 16 have been satisfied.
- 30. That before final approval, the Town is to be advised in writing by the Nottawasaga Valley Conservation Authority that Conditions 17 to 23 have been satisfied.
- 31. 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.
- 32. That before final approval, the Town is to be advised in writing by the Dufferin-Peel Catholic District School Board that Condition 25 has been satisfied.

33. That before final approval, the Town is to be advised in writing by Canada Post that Condition 26 has been satisfied.
34. That before final approval, the Town is to be advised in writing by Enbridge Gas Distribution Ltd., that Condition 27 has been satisfied.
35. That before final approval, the Town is to be advised in writing by a communications/telecommunications provider that Condition 28 has been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the Owner's 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 17/01.
2. The Nottawasaga Valley Conservation Authority noted the following:
 - The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement prior to the clearance of draft plan conditions.
 - 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. Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West
Mississauga, Ontario
L5R 1C5
 4. Upper Grand District School Board
500 Victoria Road North
Guelph, Ontario
N1E 6K2
 5. Canada Post Corporation
200 – 5210 Bradco Blvd
Mississauga, Ontario
L4W 1G7
 6. 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 “C2”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Conditions of Condominium Approval

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Conditions Issued by: Town of Shelburne

Applicant:	Stone Ridge Holdings Ltd.	Date of Decision:	June 24, 2019
File Number:	DPC 17/02	Date of Notice:	July 3, 2019
Municipality:	Town of Shelburne	Last Date of Appeal:	July 22, 2019
Subject Lands:	Main Street West & Gordon Street (Part Lot 1, Concession 3 Old Survey)	Lapsing Date:	July 22, 2022

The Town of Shelburne’s conditions of final plan approval for registration of draft plan of condominium application File Number DPC17/02 are as follows:

Conditions

1. That this approval applies to the draft plan of common elements condominium prepared by Van Harten Survey Ltd. dated May 21, 2019 to create a condominium block for a right-of-way, stormwater management facility, sidewalks and visitor parking.

Draft Plan of Common Elements Condominium shows:

- One (1) Block for Common Elements - (0.34 ha)
2. That, prior to registration, the Owner shall:
 - i. Provide to the Town, for its approval and to its satisfaction, a written registration memorandum setting out the order in which the Owner proposes to carry out the registration, postponements, transfer, dedications, and consolidations required to complete the registration of the Condominium and satisfy applicable conditions of draft approval.
 - ii. Provide a solicitor’s certification to the Town stating that all easements necessary to ensure the independent operation of the condominium corporation will be placed upon registration of the condominium.
 3. That the Owner makes provisions in the Condominium Declaration, to the satisfaction of the Town, to include a warning clause that the freehold lots are Tied Parcels of Land and condominium fees will be required to maintain the common elements including the road, parking areas, stormwater management facility, hardscape, landscape and other lands and facilities on the lands for the life of the development.
 4. That before final approval, the Owner shall obtain final approval and register the related plan of subdivision (File No. DPS 17/02).
 5. That the owner shall include the following warning clauses in the Subdivision Agreement and all Purchase and Sale Agreements, and any rental or lease agreements for occupancy:

- i. Purchasers/tenants are advised that the Town will not be providing maintenance or snow removal service for the private condominium road or other common elements;
 - ii. Purchasers/tenants are advised that the County may not be providing waste collection for the private condominium road.
6. That the condominium declaration shall contain provisions to the satisfaction of the Town regarding the collection of solid waste services for the development.
7. That any exclusive use portions of the common elements shall be dimensioned on the plan of condominium to be registered, to the satisfaction of the Town.
8. That visitor parking spaces shall be clearly delineated on the condominium plan to be registered, to the satisfaction of the Town.
9. That before final approval, the Owner shall advise the Town that the plan of common element condominium conforms to the Town's Zoning By-law in effect.
10. That the Owner convey easements, if applicable, required for: servicing (sanitary, water and stormwater), drainage, utilities, and communication/ telecommunication services.
11. That the Town shall be provided with the opportunity to review and approve any proposed condominium description, declaration and any arrangements for shared use of facilities and any related agreements and easements in respect of this plan of condominium prior to final approval.
12. That the Owner shall file with the Town a copy of the final declaration and description containing all necessary schedules and certifications required by the Condominium Act for registration. Together with the final declaration, the Owner shall provide a solicitor's undertaking indicating that:
 - i. The declaration provided to the Town is the final declaration to be submitted for registration, subject only to changes requested by the Land Registrar;
 - ii. The Town will be notified of any required changes prior to registration; and
 - iii. Forthwith following registration of the declaration, a copy will be provided to the Town.
13. That the plan of condominium shall be registered within three (3) years of the Date of Notice of Draft Plan Approval.
14. That the Owner agrees in the condominium declaration to advise all purchasers of residential units and/or renters of same, by inserting the following the clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
 - i. "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."
 - ii. "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 right-of-way to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."

CLEARANCE CONDITIONS

15. That before final approval, the Town is to be advised in writing that Conditions 2 to 12 have been satisfied.
16. That before final approval, the Town is to be advised in writing by the Upper Grand District School Board that Condition 14 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 DPC 17/02.
2. Clearance is required from the following agencies:
 1. Town of Shelburne
203 Main Street East
Shelburne, Ontario
L9V 3K7
 2. Upper Grand District School Board
500 Victoria Road North
Guelph, Ontario
N1E 6K2
3. All measurements in the final plan of subdivision must be presented in metric units.

Registration

4. 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 Scone Developments Inc.

Transfers/Dedications of Lands and Easements

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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:

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
(None)
- b) Reserve(s)
(None).
- c) Road Widening
(None).
- d) Stormwater Management
(None – SWM Facility to be owned and maintained by the Condominium Corporation)
- e) Natural Heritage, Buffers and Vistas
(None)
- f) Rear yard drainage and catch basin easements
(None)
- 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.
(None)

Internal Transfers by Deed to NVCA

(None).

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

i) Roads

(None – Condominium Road to be owned and maintained by the Condominium Corporation)

Schedule “E”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

List of Approved Construction Drawings for the Works

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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	C000	R.J. Burnside & Associates Ltd.	-	21/05/11
GENERAL NOTES	C001		10	21/05/11
UNDERGROUND GENERAL PLAN	C101		10	21/05/11
ABOVE GROUND GENERAL PLAN	C102		10	21/05/11
WATER DISTRIBUTION PLAN	C103		10	21/05/11
INTERIM WATER DISTRIBUTION PLAN	C103A		10	21/05/11
EXISTING GRADING AND REMOVALS PLAN	C104		10	21/05/11
GRADING PLAN (1 OF 3)	C201		10	21/05/11
GRADING PLAN (2 OF 3)	C202		10	21/05/11
GRADING PLAN (3 OF 3)	C203		10	21/05/11
SANITARY DRAINAGE PLAN	C301		10	21/05/11
SANITARY DESIGN SHEET	C302		10	21/05/11
STORM DRAINAGE PLAN	C303		10	21/05/11
STORM DESIGN SHEET	C304		10	21/05/11
PLAN AND PROFILE – STREET A STA 0+100 TO STA 0+222	C401		10	21/05/11
PLAN AND PROFILE – STREET A STA -0+020 TO STA 0+100	C402		10	21/05/11
PLAN AND PROFILE – SECOND AVENUE STA 0+000 TO STA 0+105	C403		10	21/05/11
PLAN AND PROFILE – FIRST AVENUE WEST STA 0+000 TO STA 0+046	C404		10	21/05/11
PLAN AND PROFILE – OUTFALL SEWER STA 0+000 TO STA 0+099	C405		10	21/05/11
PLAN AND PROFILE – OUTFALL SWALE STA 0+000 TO STA 0+161	C406		10	21/05/11
PLAN AND PROFILE – SANITARY EASEMENT STA 0+000 TO STA 0+073	C407		10	21/05/11
PAVEMENT MARKING & SIGNAGE PLAN	C501		10	21/05/11
STORMWATER MANAGEMENT FACILITY PLAN	C601		10	21/05/11
STORMWATER MANAGEMENT FACILITY DETAILS (1 OF 2)	C602		10	21/05/11
STORMWATER MANAGEMENT FACILITY DETAILS (2 OF 2)	C603		10	21/05/11
STANDARD DETAILS	C701		10	21/05/11
STANDARD DETAILS	C702		10	21/05/11
STANDARD DETAILS	C703		10	21/05/11
STANDARD DETAILS	C704		10	21/05/11
COMPOSITE UTILITY PLAN	C801		10	21/05/11
EROSION AND SEDIMENT CONTROL PLAN	C901	10	21/05/11	
EROSION AND SEDIMENT CONTROL NOTES AND DETAILS	C902	10	21/05/11	

Name	Drawing	Prepared by	Revision No.	Date
STREET LIGHTING ELECTRICAL PLAN	E001		7	21/02/05
ELECTRICAL DETAILS	E002		7	21/02/05
ELECTRICAL DETAILS	E003	R.J. Burnside & Associates Ltd.	7	21/02/05
STREET LIGHTING PHOTOMETRIC PLAN	E001A		7	21/02/05
STONE RIDGE SHELBURNE GORDON STREET SHELBURNE, ONTARIO (RETAINING WALL DRAWINGS)	-	Permacon	-	-
GRANDE WALL RETAINING WALL PROFILE – WALL AT SWM POND	1A		1	2/3/2021
GRANDE WALL RETAINING WALL PROFILE – WALL AT BLOCK 1 & 2	1B		1	2/3/2021
GRANDE WALL RETAINING WALL PROFILE – WALL 3 BLOCK 1 (ADD ON)	1C		0	5/7/2021
GRANDE WALL CROSS SECTION – WALL AT SWM POND	2A		0	1/5/2021
GRANDE WALL CROSS SECTION – WALL AT SWM POND 3:1 MAX SLOPE	2B		0	1/5/2021
GRANDE WALL MAXIMUM CROSS SECTION – WALL AT SWM POND HEADWALL	2C		1	2/3/2021
GRANDE WALL MAXIMUM CROSS SECTION – WALL AT BLOCK 1 & 2	2D		0	1/5/2021
GRANDE WALL MAXIMUM CROSS SECTION – WALL AT BLOCK 1 & 2	2E		0	1/5/2021
GRANDE WALL CROSS SECTION – WALL 3 BLOCK 1	2F		0	5/7/2021
GRANDE WALL DRAWING NOTES & BLOCK INFORMATION	3		1	5/7/2021
GRANDE WALL TYPICAL PEDESTRIAN GUARD DETAIL	4A		0	1/5/2021
GRANDE WALL TYPICAL PEDESTRIAN GUARD RAIL (BEHIND WALL)	4B		0	1/5/2021
GRANDE WALL 375 UNIT - 90° INSIDE CORNER DETAIL	4D		0	1/5/2021
GRANDE WALL 750 UNIT - 90° INSIDE CORNER DETAIL	4E		0	1/5/2021
GRANDE WALL 1125 UNIT - 90° INSIDE CORNER DETAIL	4F		0	1/5/2021
GRANDE WALL 375 UNIT - INSIDE ANGLE CORNER DETAIL	4G		0	1/5/2021
GRANDE WALL 750 UNIT – INSIDE ANGLE CORNER DETAIL	4H		0	1/5/2021
GRANDE WALL 1125 UNIT – INSIDE ANGLE CORNER DETAIL	4I		0	1/5/2021
GRANDE WALL 375 UNIT - 270° OUTSIDE CORNER DETAIL	4J		0	1/5/2021
GRANDE WALL 750 UNIT - 270° OUTSIDE CORNER DETAIL	4K		0	1/5/2021
GRANDE WALL 1125 UNIT - 270° OUTSIDE CORNER DETAIL	4L		0	1/5/2021
GRANDE WALL 375 UNIT – OUTSIDE ANGLE CORNER DETAIL	4M		0	1/5/2021
GRANDE WALL 750 UNIT – OUTSIDE ANGLE CORNER DETAIL	4N		0	1/5/2021
GRANDE WALL 1125 UNIT – OUTSIDE ANGLE CORNER DETAIL	4O		0	1/5/2021

Schedule “F”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Master Grading Plan

Subdivision File No: DPS 17/02
 Condominium File No: DPC 17/02
 Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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
EXISTING GRADING AND REMOVALS PLAN	C104	R.J. Burnside & Associates Ltd.	10	21/05/11
GRADING PLAN (1 OF 3)	C201		10	21/05/11
GRADING PLAN (2 OF 3)	C202		10	21/05/11
GRADING PLAN (3 OF 3)	C203		10	21/05/11

Schedule “G”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Financial Obligations of the Owners

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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 [amount]
- b. Deposit for Professional Fees [amount]

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:

\$
- b. the deposit in accordance with that part of paragraph 34 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 paragraph 34 of this Agreement:

\$
- c. the deposit for the insurance deductibles for the required insurance being carried under paragraphs 48 and 49 of the Agreement which deposit shall be in accordance with that part of paragraph 35 of this Agreement:

\$

3. Payable Prior to the Commencement of the Maintenance Period for Town Works

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 33 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 Block Grading Fee of \$2,000 per Unit proposed on the Block in question to guarantee the performance of grading, drainage, servicing and landscaping and for associated review and inspection fees;

- c. Unit Fee(s)

The amount of the Unit 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 Scone Developments Inc.

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

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

1. Sanitary Sewers
2. Storm Sewers
3. Watermain
4. Roadworks
5. Stormwater Management Facility
6. Utilities
7. Landscaping
8. Road Improvements External to the Plan

SUBTOTAL:

H.S.T. (13%):

Pre-Servicing Security (Underground)

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 Scone Developments Inc

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Purchaser's Acknowledgement

"I/we, the purchaser(s) of Plan 7M____, Block ____, Unit ____ <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) The unit is a parcel of tied land associated with a Common Elements Condominium Corporation, the Common Elements of which include all of Block 9 including the private condominium road, parking areas, walkways, water and wastewater services, stormwater management facilities and all appurtenances thereto, including those works located within easements registered in favour of Block 9 over Block 7 (for the stormwater management access and maintenance driveway) and over land external to the Plan (for the stormwater outlet and overflow);
- 2) The maintenance of the Common Elements, including all costs of maintenance repair and replacement, will be borne by the Condominium Corporation and, by extension, the Unit owners, rather than the Town of Shelburne;
- 3) Waste collection services will not be provided to the Unit or on the private condominium road by the Town of Shelburne or the County of Dufferin;
- 4) Snow clearing and other maintenance required on the private condominium road on Block 9 and the stormwater management facility access and maintenance road on Block 7 will be the responsibility of the Condominium Corporation, and will not be provided by the Town of Shelburne;
- 5) Only one driveway shall be permitted on the Unit and multiple or circular driveways shall not be permitted on the Unit;
- 6) Vehicle parking on the Unit shall be within a private garage on the Unit and/or within a permitted driveway on the Unit, 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;
- 7) Any fencing constructed by the developer/builder on the Unit 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;
- 8) Street tree(s) may be planted and replaced or relocated by the developer/builder and/or the Condominium Corporation, in accordance with the Subdivision Agreement, as part of the common elements. Due to utility spacing, driveways and other factors, certain Units may not be eligible to receive one or more street trees to be located within the boulevard(s) adjoining the Unit, as determined by the Town of Shelburne;
- 9) Street lighting, utility boxes and street furniture may be constructed and maintained by the developer/builder in accordance with the Subdivision Agreement, and/or by utility companies and/or by the Condominium Corporation, within the boulevard(s) of the street(s) adjoining the Unit, and shall not be damaged, altered or removed by any person without the written consent of the Town of Shelburne;

- 10) The grading of the Unit 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;
- 11) The developer of the subdivision has reserved the right, notwithstanding the completion of the sale of the Unit, to enter upon the Unit for a period of one (1) year 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 Unit in compliance with the Detailed Site Plan for the Unit and Block;
- 12) The developer/builder has provided a Block grading deposit to the Town of Shelburne which shall not be released to the developer/builder until the Town is satisfied that the Block 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;
- 13) Mail delivery will be from a designated Community Mailbox in the location(s) shown on the Community Information Map;
- 14) The lot will have a Community Mailbox adjacent to it, if a Community Mailbox is shown in such location on the Community Information Map;
- 15) 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);
- 16) 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;
- 17) 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;
- 18) 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;
- 19) 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;
- 20) The former railway corridor located to the west contains a recreational trail used by snowmobiles, all-terrain vehicles and other motorized vehicles as may be permitted by the County of Dufferin as the owner of the trail, and sound from these vehicles may, at times, be audible;

- 21) 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;
- 22) 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);
- 23) 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 168 inclusive of the Subdivision Agreement shall be included in the Agreement of Purchase and Sale of the dwelling;
- 24) (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 Scone Developments Inc.

Progress and Completion

Subdivision File No: DPS 17/02
 Condominium File No: DPC 17/02
 Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

Description Works	Required Timing
Posting of required signs	In accordance with paragraphs 129 and 161
Installation of erosion and sediment controls and stabilize disturbed soils	Prior to site alterations and in accordance with paragraphs 63 to 68
Importation and placement/compaction of fill, rough grading	In accordance with paragraph 118 and the Pre-servicing Agreement
Construction of stormwater management facility	In accordance with paragraphs 100 to 108, prior the Town’s issuance of the first Municipal Approval for a residential building permit, in accordance with subparagraph 157(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 157(c)(i) and 1057 (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 157(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 157(c)(iii)
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
Installation and illumination of street lighting	In accordance with paragraphs 114, 122, 151 and 157 (c)(iii)
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 152 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 180 days of first occupancy of the dwelling on the lot or as otherwise approved/required by the Town in writing
Final asphalt surfacing of roadways and pavement markings	In accordance with paragraphs 111 and 112

Description Works	Required Timing
Installation and subsequent removal of temporary hydro service for construction use, if required	In accordance with subparagraph 122 (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 72 of this Agreement.

Schedule “K”
to this Subdivision Agreement between the Town of Shelburne
and Scone Developments Inc.

Urban Design Guidelines

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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 and directional signage shall be selected from a similar design style to reinforce a distinct neighbourhood character.

2. Streets, Sidewalks, Street Trees and Lighting

- 2.1 The private street shall be designed as a common element local road providing direct vehicular access to the driveway for each unit, to common/shared parking spaces, and to serve as and provide connections to the primary neighbourhood pedestrian, cycling and vehicular access network.
- 2.2 A continuous sidewalk of not less than 1.5 m in width shall be established along one side of the private street, in accordance with Town standards.
- 2.3 Street trees shall be planted at regular intervals, placed at a consistent distance from the curb, spaced evenly along the street 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.
- 2.4 Street lighting shall be provided in accordance with the following:
 - a. 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;
 - b. Energy consumption and light pollution shall be minimized;
 - c. The design of poles and fixtures shall contribute to a distinctive and consistent design theme and aesthetic streetscape and shall complement street signs;
 - d. 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;
 - e. Pedestrian scale lighting shall be provided along walkways, where appropriate.
 - f. Subject to the approval of the Town of Shelburne.
- 2.5 Street signs shall have a distinctive design and be located and sized in accordance with Town standards.

3. Buildings

- 3.1 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.
- 3.2 Front and side facades of a corner building will incorporate special architectural features to address streets (e.g. windows 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 southerly end unit/lot within Block 6 shall be considered a corner lot for the purposes of applying the design criteria.
- 3.3 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.
- 3.4 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.
- 3.5 Windows and balconies shall be located and designed to minimize viewing into neighbouring rear yards and living areas.

4. Landscaping

- 4.1 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. Fences

- 5.1 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. Barrier-Free Design

- 6.1 All sidewalks, walkways and crosswalks shall be constructed of firm, level, and non-slip materials with a minimum width of 1.5 metres.
- 6.2 Sidewalk and walkway grades should be a maximum of 1:20 (5%), except where site conditions prevent this.
- 6.3 Grates, manholes and other on-street appurtenances shall be located outside of pedestrian paths of travel.
- 6.4 All pedestrian routes should be free of protruding obstacles, overhanging signs, branches etc., in the walking area.
- 6.5 Curb cuts/ramps shall provide a seamless connection between sidewalks and crosswalks.

- 6.6 Community mailboxes should be located in highly visible locations to one side of pedestrian routes or streets (see Canada Post Guidelines for Community Mailboxes).
- 6.7 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).
- 6.8 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 Scone Developments Inc.

Statutory Declaration (For Partial Release of Security)

Subdivision File No: DPS 17/02
Condominium File No: DPC 17/02
Name of Subdivision: Shelburne Station (marketed as Shelburne Towns)

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.