

THIS SUBDIVISION AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**, under the laws of the Province of Ontario having its registered office in the County of Brant (hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**  
(hereinafter referred to as the "**County**")

OF THE SECOND PART

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(Not part of the Agreement)

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THIS SUBDIVISION AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**, under the laws of the Province of Ontario having its registered office in the County of Brant (hereinafter referred to as the "**Subdivider**")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**  
(hereinafter referred to as the "**County**")

OF THE SECOND PART

**WHEREAS:**

- (a) The **Subdivider** is, or will be at the time of registration of this Agreement, the owner of the land described in Schedule "A", (hereinafter referred to as the "**Land**");
- (b) The **Subdivider** wishes to subdivide the **Land** by means of a registered plan of subdivision and has made application to the **Minister of Municipal Affairs and Housing**, care of the **County** and has obtained draft plan approval for a plan of subdivision under County of Brant File Number PS5/09/MD as approved by the County.
- (c) The authority to give final approval for registration now lies with the **County**, and the **County** as a condition of final approval of the proposed plan of subdivision has required that this Agreement be entered into.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants herein contained and in consideration of the final approval for registration of the plan of subdivision covering the **Land** in the form of the plan (hereinafter referred to as the "**Plan**") prepared by MacAuley, White and Muir Ltd. and dated April 24, 2018, a true copy of which is attached hereto as Schedule "B" to this Agreement, the **Subdivider** hereby covenants and agrees with the **County** as follows:

#### **REGISTRATION OF SUBDIVISION AGREEMENT**

1. The **Subdivider** consents to and will register this Agreement against the title to the **Land** in the Land Registry Office for the Land Titles Division of Brant (No. 2) immediately prior to the registration of the **Plan** to the intent and purpose that this Agreement and all of the **Subdivider's** covenants herein shall run with the **Land**; and the **Subdivider** shall forthwith advise the **County** of the particulars of registration and provide to the **County** a duplicate registered original copy of this Agreement as registered.

#### **SUBDIVIDER'S TITLE**

2. The **Subdivider** represents and warrants to the **County** that, at the date of this Agreement and at the date of the registration of this Agreement upon title, the **Subdivider** is and will be the owner in fee simple of the **Land** free of all liens and encumbrances, save and except for those items described on Schedule "C", attached hereto. Forthwith after registration of this Agreement upon title to the **Land** the **Subdivider** shall cause to be delivered to the **County** an opinion by a solicitor authorized to practice in Ontario substantially in the form of Schedule "D" attached hereto. The said opinion shall be addressed to the **County** in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

#### **OTHERS WITH TITLE INTEREST**

3. The **Subdivider** represents and warrants to the **County** that, at the date of this Agreement and at the time of the registration of this Agreement upon the title to the **Land**, all persons having any interest in the **Land** as owner, mortgagee, tenant, easement holder or other encumbrancer are as described in Schedule "C" attached to this Agreement and that each of those persons listed in Schedule "C" have executed authorizations postponing their respective interests in the **Land** to this Agreement sufficient to permit registration of a Notice of Postponement of Interest against the Land forthwith after registration of Notice of this

Agreement. Forthwith after registration of this Agreement upon title to the **Land** the **Subdivider** shall cause to be delivered to the **County** an opinion by a Solicitor, authorized to practice in Ontario substantially in the form of Schedule "D" attached hereto. The said Solicitor's opinion shall be delivered to the **County** immediately after the registration of this Agreement upon the title to the **Land** and it shall be addressed to the **County** in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.

#### **CONVEYANCES**

4. The following conveyances are required:

- 4.1. The conveyance of real property to the **County** as required by paragraph 27 (parkland), paragraph 28 (dedications) and the granting of easements as required by paragraph 22 shall be made to the **County** and the registration of restrictive covenants as required by paragraph 50 forthwith after the registration of the **Plan** free and clear of all liens and encumbrances. Forthwith after registration of the conveyances required by paragraphs 27, 28, 22 and the registered restrictive covenants required by paragraph 50 the **Subdivider** shall cause to be delivered to the **County** a copy of the registered Transfers and/or Easements and registered restrictive covenants together with an opinion by a Solicitor, authorized to practice in Ontario substantially in the form of Schedule "D" attached hereto. The said Solicitor's opinion shall be delivered to the **County** immediately after the registration of the said Transfers and/or Easements and registered restrictive covenants and it shall be addressed to the **County** in consideration of a fee of \$1.00 payable to the Solicitor rendering the same.
- 4.2. The Owner shall provide to the County or other appropriate authority, as the County may designate, all easements and dedications of land as required for utilities, servicing and/or drainage purposes in connection with the development of the plan, all at no cost and free from all encumbrances.

#### **5. PREVIOUS SUBDIVISION AGREEMENT - INTENTIONALLY DELETED**

#### **REGISTRATION OF PLAN**

6. As soon as practicable after the **County's** approval of the **Plan**, but not later than thirty (30) days thereafter, the **Subdivider** shall cause the **Plan** to be registered in the Land Registry Office for the Land Titles Division of Brant (No. 2) and shall forthwith thereafter advise the **County** of the particulars of registration thereof and provide to the **County** a duplicate registered original copy of the **Plan** as registered.

#### **ENGINEERS**

7. The **Subdivider** shall employ competent Consulting Engineers licensed with the Professional Engineers Ontario:

- 7.1. To design the **Works**, as hereinafter defined,
- 7.2. To prepare all necessary contracts therefore,
- 7.3. To obtain all necessary approvals in connection therewith,
- 7.4. To provide full-time supervision of all construction of the **Works**, including inspection and testing of materials by a qualified geotechnical engineer,
- 7.5. To maintain all records of construction of the **Works**,
- 7.6. To provide the certifications of a licensed Professional Engineer as specifically required under the terms of this Agreement;
- 7.7. To prepare and furnish "As Constructed" drawings of those services which are subject to the First Interim Completion Certificate as provided in paragraph 32 prior to the issuance of the First Interim Completion Certificate, and
- 7.8. To prepare and furnish "As Constructed" drawings of the **Works** in hard copy and in digitized format in a form acceptable to the **County**, prior to the issuance of the Third Interim Completion Certificate.

Such Engineers shall provide to the **County** evidence of Professional Liability Insurance in the amount of \$1,000,000.<sup>00</sup> endorsed for the **Works** required by this Agreement to the satisfaction of the **County**. Such Engineers shall also file with the **County** an undertaking, in substantially

the form attached to this Agreement as Schedule "E", with respect to the work being done under their supervision, which undertaking shall include a requirement that such Engineers advise the **County Engineer** forthwith if such Engineers' instructions become different than as reflected in the undertaking. For the purposes of this Agreement, the **County Engineer** shall be the engineer appointed, from time to time, by the **County** for the purposes of the fulfillment of this Agreement.

### **SUBMISSION FOR APPROVAL**

8. The **Subdivider** shall submit for the approval of the **County Engineer**, detailed engineering plans, lot grading plans, specifications for, contracts in respect of and an estimate of the scheduling and of the cost of the works specified in Schedules "F" and "J" hereto (herein referred to as the "**Works**"), with the **Subdivider's** Engineer's professional stamp and signature and date affixed thereto.

8.1. For the purpose of this agreement the **Works** will also be considered to include the Storm Water Outlet construction as outlined in Schedule "J" (Storm Water Outlet).

### **GENERAL GRADING PLAN**

9. The **Subdivider** shall submit for the approval of the **County Engineer** the plans, specifications, contracts, schedules and cost estimates, as aforementioned with the General Grading Plan showing:

- 9.1. The original, pre-development elevations of the **Land**, existing elevations of the **Land** and proposed final post-development elevations of the **Land**, which elevations shall be determined by reference to a geodetic bench mark,
- 9.2. The final grades of all roads on and in the vicinity of the **Plan** as shown on the General Grading Plan attached hereto as Schedule "G",
- 9.3. The location of driveways from roads on and in the vicinity of the **Plan** to each lot as shown on the **Plan**, and
- 9.4. A calculated bench mark elevation at the approximate proposed house location to show the level to which the ground is to be graded.
- 9.5. Calculated elevations at all proposed lot corners and such additional elevations as are necessary to show the general intent of final grading;
- 9.6. The details of all infiltration galleries including location, sizing, material and installation method.

### **LANDSCAPE PLAN**

10. The **Subdivider** shall engage the services of a qualified Landscape Architect to develop and implement a landscape plan as shown on the Works – Schedule F and General Grading Plan – Schedule G. The landscape plan shall provide a planting list and cross section detail of the species to be planted inside the right of way, along the municipal road. Where required, it shall also detail the landscaping of the storm water management area, and any other public lands including the parkland dedication lands identified as Block 81. Tree species and their location to be approved by the County as shown on the Works – Schedule F and General Grading Plan – Schedule G or as approved by the County should alternatives be deemed appropriate on a case by case basis.

### **ACCEPTANCE BY COUNTY ENGINEER**

11. Such plans, specifications, contracts, scheduling and cost estimates, the Landscape Plan and the General Grading Plan shall be considered, amended if necessary, and accepted as amended by the **County Engineer**; provided however, such approval shall not relieve the **Subdivider** of responsibility for any errors or omissions in such plans, specifications, contracts, scheduling and cost estimates, the landscaping plan or the General Grading Plan.

### **ADDITIONAL APPROVAL BY MINISTRY OF THE ENVIRONMENT AND CLIMATE CHANGE**

12. In addition to the acceptance of the **County Engineer** as required by paragraph 11, all such plans, specifications, contracts, schedules and cost estimates, including and particularly those detailing the handling of stormwater from the **Land**, erosion and sediment control during construction, and the General Grading Plan shall be considered, amended if necessary and approved where required, as amended, by the Ministry of the Environment and Climate Change (hereinafter referred to as the "**MOECC**").

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

13. In addition to the acceptance of the **County Engineer** as required by paragraph 11, the General Grading Plan, drainage plans, storm water management plans and sediment and erosion control measures to be used during construction shall be considered, amended if necessary, and approved, as amended, by the Grand River Conservation Authority (hereinafter referred to as the "**Conservation Authority**").

### **ADDITIONAL APPROVAL FROM THE MINISTRY OF CITIZENSHIP, CULTURE AND RECREATION**

14. The **Subdivider** shall carry out an archaeological assessment of the **Land** and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No demolition, grading or other soil disturbances shall take place on the **Land** prior to the Ministry of Citizenship, Culture and Recreation confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

### **SIGN OF PLAN**

15. The **Subdivider** shall erect at the initiation of commencement of the construction of the **Works**, or within seven (7) days after registration of the Plan, and shall thereafter maintain until the time which eighty four (84%) percent of the lots (i.e. 67 of the 79 residential lots) as shown on the **Plan** have had constructed thereon dwellings which are available for residential occupancy, a sign showing the **Plan** to which sign the following provisions shall apply:

- 15.1. The sign shall identify the subdivision development as Mile Hill Subdivision, Phase 1.
- 15.2. The sign shall set out that the subdivision has been approved by the County of Brant, under County of Brant File Number PS5/09/MD, that it includes 79 residential lots on a site with an area of 5.448 hectares and that information may be obtained about the development from the **Subdivider** by calling the Subdivider's telephone number.
- 15.3. The sign shall show the following:
  - 15.3.1 The lotting patterns and the lot numbers as shown on the Plan,
  - 15.3.2 The street names in and around the Land,
  - 15.3.3 The location, description and purpose of all blocks as shown in the Plan,
  - 15.3.4 The land uses within 120 metres of the Land, including open spaces and vacant lands,
  - 15.3.5 The location and nature of stormwater management facilities, including the location and dimensions of associated easements,
  - 15.3.6 The location and description of any fencing required by the municipality,
  - 15.3.7 The location of sidewalks, trails and walkways,
  - 15.3.8 The location of parks, school blocks and other public spaces, both active or passive, on or in the vicinity of the Land,
  - 15.3.9 A contact name and phone number for the Subdivider or his agent
- 15.4. Subject to variations that may be approved in advance by the **County Engineer**, the sign shall be erected and maintained to the following specifications:
  - 15.4.1 Size: a minimum of 1.2 metres by 2.4 metres and a maximum as may be authorized by the **County Engineer** with a minimum ground clearance of 1.0 metre.
  - 15.4.2 Materials: 19.05 mm exterior grade plywood panel; vertical structure members to be 101.6 mm spruce, pine, fir, or suitable alternative, such as metal, installed to a depth of 1.21 metres below grade; 50.8 mm by 50.8 mm horizontal spruce, pine, fir stringers to be located behind the top, bottom and centre of the sign panel.
  - 15.4.3 Paint: Sign panels and all structural members shall be painted on all sides and edges with two coats of exterior type matte finish alkyd paint over a suitable primer.

15.4.4 Lettering: Professionally lettered or silk screened using upper case Helvetica Medium typeface or similar. Print size may vary, but must be readable from the curb.

15.4.5 A minimum of one sign(s) shall be located at a prominent location on the lands approved by the County of Brant so as to be seen by prospective purchasers of new homes and local residents.

15.5. The Subdivider shall remove the sign within 48 hours after 84% of the residential lots (i.e. 37 of the 44 residential lots) on the **Plan** have been occupied.

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

16. No construction or installation of the **Works** shall commence:

- 16.1. Until after the written approval of the **County Engineer**, and the written approval of the **MOECC**, and of the **Conservation Authority** have been given with respect of all of the **Works** as contemplated by paragraphs 11, 12 and 13, respectively;
  - 16.1.1 Until after the written approval of the Ministry of Citizenship, Culture and Recreation has been given with respect to the completion of an archaeological assessment as required by paragraph 14;
  - 16.1.2 Until after the sign required by paragraph 15 has been erected to the satisfaction of the **County Engineer**;
  - 16.1.3 Until a policy of insurance as required in accordance with paragraph 30 has been given to the **County Engineer**;
  - 16.1.4 Until the Letter of Credit as required in accordance with paragraph 29 of this Agreement has been furnished to the **County Engineer**;
  - 16.1.5 Until all conveyances, easements and dedications as contemplated by paragraph 22 (easements), paragraph 27 (parkland) and paragraph 28 (dedications) have been granted to the **County** and all easements in respect of all **Works** as contemplated by paragraph 24 (utilities) have been granted to the appropriate public body or agency having jurisdiction and the restrictive covenants contemplate by paragraph 50 have been registered;
  - 16.1.6 Until the legal opinions together with copies of the documents and plan(s) contemplated by paragraphs 1, 2, 3, 4 and 6 have been provided to the **County** to the satisfaction of the **County Solicitor**;
  - 16.1.7 Until the **Subdivider** has paid the funds required by this Agreement to the **County**, the payment of taxes and other outstanding amounts as required by paragraph 62, and the deposit on account of the **County's** costs associated with the **Subdivider's** development of the **Land** as described in paragraphs 60, 63 and 64;
  - 16.1.8 Until the **Subdivider** has complied with the **County's** requirements for initial grading of the Land, with such variations as the **County** may permit and on such terms and conditions as the **County** may see fit, in accordance with the General Grading Plan submitted and approved, as aforesaid, plus or minus 300 millimetres (1 foot) for the General Grading Plan plus or minus 150 millimetres (6 inches) for the park grading plan;
  - 16.1.9 In addition to Clause 16.1.8, there is a need for the **Subdivider** to comply with the County's and/or GRCA's requirements for sediment controls to be suitably installed and in place prior to the commencement of works.
  - 16.1.10 Notwithstanding the foregoing, the list of the unauthorized works that were constructed by the **Subdivider** without approval by the **County** has been outlined in Schedule 'K' (Unauthorized Works).

but, once, all such matters have been attended to, the **County Engineer** shall, issue a letter of "Authorization to Proceed With Construction" whereupon the **Subdivider** shall cause to be constructed and installed the **Works** on a continuous basis and as quickly as possible and shall complete the **Works**

- (a) to the stage of the issuance by the **County Engineer** of the First Interim Completion Certificate, as contemplated by paragraph 32, within eighteen (18) months of receipt of such Authorization to Proceed With Construction and
- (b) to the stage of the issuance by the **County Engineer** of the Second Interim Completion Certificate, as contemplated by paragraph 35, within thirty-six (36) months of receipt of such Authorization to Commence

The **Subdivider** may at any time and from time to time seek an extension or extensions of the periods referred to in this paragraph in respect of all or any part or parts of the **Works** and the **County Council** may grant any such request on such terms and conditions as to the **County Council** may see fit to impose.

### **SUPERVISION OF CONSTRUCTION**

17. The construction and installation of the **Works** shall be carried out under the general supervision and direction of the **County Engineer**; notwithstanding that the **Subdivider's** Engineer shall be responsible for direct supervision. Provided, however, that such general supervision by the **County Engineer** shall not relieve the **Subdivider** of responsibilities for any errors or omissions or from the **Subdivider's** obligation to construct, install and maintain the **Works** in a good workmanlike and complete manner and in accordance with this Agreement.

- 17.1. Notwithstanding the above, it is noted that construction and installation of the **Works** proceeded without supervision of the **County Engineer**. The list of the unauthorized works have been outlined in Schedule 'K'.

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

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

### **GENERAL MAINTENANCE**

19. Until final acceptance and assumption of the **Works** by a by-law of the **County**, as contemplated by paragraph 49 of said Subdivision Agreement, the **Subdivider** shall maintain or cause to be maintained all of the **Land** in a dust-free, neat and tidy condition and shall carry out or cause to be carried out all weed cutting, debris removal and maintenance of all of the **Land** and shall maintain or cause to be maintained all roads and pedestrian walks within the **Land** free from dust, mud, snow, debris, building materials, any obstructions or waste; all of which shall be done to the satisfaction of the **County Engineer**. The obligations of this paragraph shall be deemed to be part of the **Works** and shall be enforceable as such, for the purposes of this Agreement.

### **MAINTENANCE OF DRAINS**

20. During the installation and construction of the **Works** and until final acceptance and assumption of the **Works** by a by-law of the **County**, as contemplated by paragraph 49 of said Subdivision Agreement, the **Subdivider** shall maintain in working operation and repair all drains in use on the **Land**, whether they be open ditches or buried pipe and whether or not they are part of a municipal drain; and, after the completion of the installation and construction of the **Works**, such drains shall be left in a good, proper and workmanlike repair, save to the extent of any relocation of such drains as part of the **Works**. The obligations of this paragraph shall be deemed to be part of the **Works** and shall be enforceable as such, for the purposes of this Agreement.

### **HAUL ROADS**

21. Until final acceptance and assumption of the **Works** by a by-law of the **County**, as contemplated by paragraph 49 of said Subdivision Agreement, the **Subdivider** shall, for the purpose of minimizing or eliminating danger of damage or inconvenience, direct all or certain construction vehicles or equipment associated with the construction of the **Works** along such streets as are specified by **County Engineer** or, when directed by the **County Engineer**, along such temporary construction roads as are to be constructed and maintained by the **Subdivider**. Until final acceptance and assumption of the **Works** by a by-law of the **County**, as contemplated by paragraph 49 of said Subdivision Agreement, the **Subdivider** shall also repair and maintain in a dust and mud free condition, as the **County Engineer** may direct, **County** roads used by construction vehicles or equipment associated with the construction of the **Works**

or in connection with the construction of dwellings on the **Land**, whether or not the dwelling construction is being undertaken by the **Subdivider** or by others. In the event that any such construction vehicles and equipment use **County** streets or other access ways not specified by the **County Engineer** under this paragraph, in addition to any other remedy which the **County** may have against the **Subdivider** for breach of this Agreement, the **County Engineer** may;

21.1. Order the **Subdivider** to rectify any damage done as a result of any such the contravention of this paragraph, and

21.2. Prohibit access to the **Land** by any offending vehicle or equipment otherwise than on such conditions as the **County Engineer** may impose, including payment to the **County** of the **County Engineer's** estimate of the cost of rectifying any damage or potential damage which may have been done by the offending vehicle or equipment which cost of rectification may include costs of investigation to determine the identity of those contravening this paragraph.

The obligations of this paragraph shall be deemed to be part of the **Works** and shall be enforceable as such, for the purposes of this Agreement.

### EASEMENTS

22. The **Subdivider** shall, at no cost to the **County**, provide all easements necessary in connection with the construction and installation of the **Works**. Such easement or easements shall be subject to the approval of the **County Engineer** as to location and width. Construction and installation of any **Works** on or in connection with such easement or easements shall not commence until the easement or easements have been acquired by the **County** and legal opinions contemplated by paragraph 4 have been provided to the **County**.

### 23. INTENTIONALLY DELETED

### UTILITIES

24. The **Subdivider** shall arrange to have Energy+ Inc., Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and such other persons as the **County** may designate, design and install, at no cost to the **County**, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed underground where possible and in such locations as the **County Engineer** shall designate in accordance with standard servicing procedure. The **Subdivider** shall provide and grant by Deed or Transfer, for nominal consideration, to Energy+ Inc., Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the **County Engineer** for such purposes. The **Subdivider** shall obtain and submit to the County confirmation in writing from such suppliers that their requirements have been satisfied. The **Subdivider** acknowledges and agrees that the **Subdivider's** obligations hereunder to construct, install, maintain and repair the **Works** includes the replacement or repair of any of the **Works** which are damaged or altered in connection with the installation of any such utilities or distribution systems.

### UTILITIES CO-ORDINATION

25. The **Subdivider** shall co-operate with Bell Canada, Energy+ Inc., Hydro One, Union Gas, the local TV cable operator and such other utility companies as the **County** may designate, so that all **Works** shall be coordinated as much as possible with the installation of any other utilities that may be installed in or on the **Land**. The **Subdivider** agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of **Works** and, in this connection, the **Subdivider** shall adjust all road grades, the grade of any affected water service boxes, valves, hydrants and valve chambers as may be required by the **County Engineer** until the **County** has assumed the **Works** by a by-law, as contemplated by paragraph 49 of said Subdivision Agreement.

### DEVELOPMENT CHARGES

26. The **Subdivider** shall pay to the **County** development charges in connection with the subdivision of the **Land** in accordance with the **County's** Development Charges By-law applicable to the **Land** and in force from time to time as and when applications for building permits are made for the buildings and structures on the lots and blocks shown on the **Plan**; and the parties agree that, notwithstanding any provision to the contrary in the **County's** Development Charges By-law, no development charge with respect to water supply services, storm sewer services, transportation services and electrical and energy services, and sanitary waste disposal will be payable at the time of the execution and delivery of this Agreement.

## PARKLAND

27. The lands identified as Block 81 on Schedule B shall be considered the parkland dedication for the Plan of Subdivision. The **Subdivider** must construct, grade and seed the parkland dedication block to the satisfaction of the County. Said construction, grading and seeding shall occur no later than October 31, 2019. The Landscape Plan shall also include an appropriate water connection for sports field irrigation. The municipality will be responsible for the acquisition and placement of any playground equipment and sports field irrigation system.

27.1 The **Subdivider** shall, forthwith after registration of the Plan, register a restrictive covenant against all lots and blocks as shown on the Plan which shall identify the existence of an active municipal park. The covenant shall inform the owners of the said residences of the following and to the effect that "That by purchasing this residence, you the owner understand and agree that your prospective real estate is located next to an active municipal park, complete with playing fields, parking areas, maintenance equipment, players/spectators, etc, and by purchasing this real estate, you willingly acknowledge and accept any/all potential conflicts",

## DEDICATIONS

28. The **Subdivider** shall, at its expense, and immediately after the registration of the **Plan**, convey to the **County** in fee simple, free and clear of all liens and encumbrances,

- 28.1. Block 81 (service easement)
- 28.2. Block 82 (parkland)
- 28.3. Block 83 (stormwater management)
- 28.4. Block 85 (road widening)
- 28.5. Block 86 to 107 inclusive (0.3 metre reserves)

as shown on the **Plan**; and the **Subdivider** hereby demises, releases and forever discharges the **County** from any and all claims for compensation for or the return of such land for any reason.

## IRREVOCABLE LETTERS OF CREDIT

29. Forthwith upon the **County Engineer's** approval of the plans, specifications, contracts, schedules and cost estimates plans, and the General Grading Plan and before the **County Engineer** issues the letter of Authorization to Proceed With Construction contemplated in paragraph 16, the **Subdivider** shall lodge with the **County Engineer** an Irrevocable Letter of Credit from a chartered bank in substantially the form set out in Schedule "H" hereto, or such other security satisfactory to the **County** guaranteeing payment of at least an amount which is equal to ONE MILLION THREE HUNDRED AND FOURTY THOUSAND SEVEN HUNDRED, (\$1,340,700.00) DOLLARS as approved, as aforesaid, which Letter of Credit shall be for the purpose of securing the faithful performance of all of the obligations of the **Subdivider** under this Agreement. Such Letter of Credit shall not at any time be less than Ten (10%) Percent of the total value of the **Works** (total value of the Works being \$3,997,981.79) or TWENTY-FIVE THOUSAND, (\$25,000.<sup>00</sup>) DOLLARS, whichever is greater. All such security shall be in a form and nature that is to the satisfaction of the **County Engineer**; and all such security shall be for the purpose of securing faithful performance of all of the obligations of the **Subdivider** under this Agreement.

## INSURANCE

30. Forthwith upon the **County** approval of the plans, specifications, contracts, scheduling and cost estimates and General Grading Plan, the **Subdivider** shall lodge with the **County** an insurance policy with an insurance company satisfactory to the **County**, insuring, for the joint benefit of the **Subdivider** and the **County**, against occupiers liability and public liability and property damage arising out of the construction and installation of any of the **Works** to be performed pursuant to this Agreement providing coverage which shall continue until all the **Works** are completed and finally accepted by the **County** by a by-law, as contemplated by paragraph 48 of said Subdivision Agreement, including the **Warranty Period**, and the policy shall have limits of liability in an amount to be specified by the **County**, but which limits shall not be less than Five Million (\$5,000,000.<sup>00</sup>) Dollars. Such insurance policy or policies shall include the underwriter's commitment to the **County** that the policy or policies are not subject to lapse or cancellation without sixty (60) days' prior written notice to the **County**.

## INDEMNITY

31. Until the **County** shall have finally accepted the **Works** by a by-law, as contemplated by paragraph 49 of said Subdivision Agreement, the **Subdivider** shall indemnify the **County** and its agents and employees, from and against all actions, causes of actions, suits, claims or demands whatsoever which may arise, either directly or indirectly, by reason of the **Subdivider** undertaking the **Works**; and the issuance of an insurance policy as provided in paragraph 30 shall not be construed as relieving the **Subdivider** from responsibility for indemnity of the **County** for liability not covered by such insurance or in excess of the policy limits of such insurance.

## FIRST INTERIM COMPLETION CERTIFICATE

32. Upon completion of all aspects of those services mentioned in Schedules "F" and "J" which are to be installed or constructed underground as well as the road subbase, road base, curb and gutter and the application of a base course of asphalt upon all roads, the installation of street signs and traffic control measures in accordance with Schedule "F", and otherwise in form and substance satisfactory to the **County**, the **Subdivider** or the **Subdivider's** Engineer shall apply to the **County** for the issuance of a First Interim Completion Certificate and a partial release of security. The First Interim Completion Certificate shall include a certification in substantially the form set out in Schedule "I" and shall be accompanied by:

- 32.1. A progress certificate issued by the **Subdivider** or the **Subdivider's** Engineer as to the value of that part of the **Works** that have been installed, constructed and erected to the date of the certificate and as to the value of the uncompleted part of the **Works**;
- 32.2. A Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** to the date of the progress certificate referred to in clause 32.1 have been paid and that there are no outstanding claims relating thereto; and
- 32.3. Red-line-as-builts must be submitted to the **County** prior to any partial release of security.
- 32.4. Confirmation from the Consulting Engineer that the legal outlet, as depicted on Schedule 'J', can adequately convey the storm water for this development.

Upon the **County Engineer** satisfactorily confirming completion of the underground services and road base, as aforesaid, as well as the commissioning of the water mains and house connections in the subdivision to the satisfaction of the County Engineer, and the value of the uncompleted part of the **Works**, the **County Engineer** shall issue a First Interim Completion Certificate with respect to the **Works** and the **County** shall release to the **Subdivider** such amount of the security given hereunder as, in the **County Engineer's** opinion, is necessary, to secure the completion of the remaining part of the **Works** and the proper maintenance and repair of the **Works**.

The amount of the Letter of Credit shall not be reduced to less than TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS or TEN (10) percent of the total value of the **Works**, whichever is greater, until the **County** has finally accepted the **Works** by a by-law, as contemplated by paragraph 49 of said Subdivision Agreement.

## PARTIAL RELEASE OF SECURITY

33. At any time after the **County Engineer** has issued the First Interim Completion Certificate, as contemplated by paragraph 32, and, if at that time the **Subdivider** is not in default under this Agreement, the amount of the Letter of Credit may be reduced from time to time to an amount which, in the opinion of the **County Engineer**, is adequate to secure the faithful performance of the remaining obligations of the **Subdivider** hereunder; provided that no reduction in the Letter of Credit shall be made until there is first filed with and approved by the **County Engineer**;

- 33.1. A progress certificate issued by the **Subdivider** or the **Subdivider's** Engineer as to the value of that part of the **Works** that have been installed, constructed and erected to the date of the certificate and as to the value of the uncompleted part of the **Works**, and
- 33.2. A Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** to the date of the progress

certificate referred to in clause 33.1 have been paid and that there are no outstanding claims relating thereto; and

- 33.3. Red-line-as-builts must be submitted to the **County** prior to any partial release of security.

The amount of the Letter of Credit shall not be reduced to less than TWENTY-FIVE THOUSAND (\$25,000.<sup>00</sup>) DOLLARS or TEN (10) percent of the total value of the **Works**, whichever is greater, until the **County** has finally accepted the **Works** by a by-law, as contemplated by paragraph 49 of this Agreement.

### SNOW REMOVAL

34. After the issuance by the **County Engineer** of the First Interim Completion Certificate, the **County** may but is under no obligation to remove, at the **Subdivider's** expense, snow from the roads, but the doing of such work by the **County** shall not amount to a waiver of its rights to require completion, maintenance or repair of the roads as required by this Agreement nor shall the **County** be deemed to have accepted or assumed such roads.

### SECOND INTERIM COMPLETION CERTIFICATE

35. Upon the completion of all aspects of the **Works** except the final course of asphalt on the streets within the **Plan**, the **Subdivider** may apply to the **County** for the issuance of a Second Interim Completion Certificate and a further partial release of security. The Second Interim Completion Certificate shall include a certification in substantially the form set out in Schedule "I" and shall be accompanied by:

- 35.1. A progress certificate issued by the **Subdivider** or the **Subdivider's** Engineer as to the value of that part of the **Works** that have been installed, constructed and erected to the date of the certificate and as to the value of the uncompleted part of the **Works**;
- 35.2. A Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** to the date of the progress certificate referred to in clause 35.1 have been paid and that there are no outstanding claims relating thereto;
- 35.3. Red-line-as-builts must be submitted to the **County** prior to any partial release of security; and

Upon the **County Engineer's** satisfactorily confirming completion of the **Works**, other than the final course of asphalt on the streets, the **County Engineer** shall issue a Second Interim Completion Certificate of the **Works** and the **County** shall release to the **Subdivider** such of the security given hereunder as, in the **County Engineer's** opinion, is no longer required, retaining such part thereof as is necessary, in the opinion of the **County Engineer**, to secure completion of the remaining part of the **Works** and the proper maintenance and repair of the **Works** for the **Warranty Period** hereinafter mentioned.

The amount of the Letter of Credit shall not be reduced to less than TWENTY-FIVE THOUSAND (\$25,000.<sup>00</sup>) DOLLARS or TEN (10) percent of the total value of the **Works**, whichever is greater, until the **County** has finally accepted the **Works** by a by-law, as contemplated by paragraph 49 of this Agreement.

### THIRD INTERIM COMPLETION CERTIFICATE

36. Once dwellings have been constructed on 100% of the residential lots, or as approved by the **County Engineer**, as shown on the **Plan**, and such dwellings have been occupied, then, upon completion of the balance of all remaining aspects of the **Works**, the **Subdivider** may apply to the **County** for the issuance of a Third Interim Completion Certificate and a further partial release of security. The Third Interim Completion Certificate shall include a certification in substantially the form set out in Schedule "I" and shall be accompanied by:

- 36.1. A progress certificate issued by the **Subdivider** or the **Subdivider's** Engineer as to the value of that part of the **Works** that have been installed, constructed and erected to the date of the certificate and as to the value of the uncompleted part of the **Works**;
- 36.2. A Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** to the date of the progress

certificate referred to in clause 36.1 have been paid and that there are no outstanding claims relating thereto; and

- 36.3. Red-line-as-builts must be submitted to the **County** prior to any partial release of security.

Upon the **County Engineer's** satisfactorily confirming completion of all aspects of the **Works**, the **County Engineer** shall issue a Third Interim Completion Certificate of the **Works** and the **County** shall release to the **Subdivider** such of the security given hereunder as, in the **County Engineer's** opinion, is no longer required, retaining such part thereof as is necessary, in the opinion of the **County Engineer**, to secure the proper maintenance and repair of the **Works** for the **Warranty Period** hereinafter mentioned.

The amount of the Letter of Credit shall not be reduced to less than TWENTY-FIVE THOUSAND (\$25,000.<sup>00</sup>) DOLLARS or TEN (10) percent of the total value of the **Works**, whichever is greater, until the **County** has finally accepted the **Works** by a by-law, as contemplated by paragraph 49 of this Agreement.

### WARRANTY PERIOD

37. The **Subdivider** shall be responsible for the installation and maintenance of services as follows:

- 37.1. **First Interim Completion Certificate:** The **Subdivider** shall maintain and repair the **Works** for the First Interim Completion Certificate a period of a minimum of two (2) years commencing on the date of the issuance by the **County Engineer** of the First Interim Completion Certificate, continuing until the **County** shall have accepted the First Interim Completion Certificate, by by-law, as provided in paragraph 49 (hereinafter and hereinbefore referred to as the "**Warranty Period**"); and the **Subdivider** shall repair any and all defects in the **Works** which shall become apparent within the **Warranty Period**.
- 37.2. **Second Interim Completion Certificate:** The **Subdivider** shall maintain and repair the **Works** for the Second Interim Completion Certificate a period of a minimum of two (2) years commencing on the date of the issuance by the **County Engineer** of the Second Interim Completion Certificate, continuing until the **County** shall have accepted the Second Interim Completion Certificate, by by-law, as provided in paragraph 49 (hereinafter and hereinbefore referred to as the "**Warranty Period**"); and the **Subdivider** shall repair any and all defects in the **Works** which shall become apparent within the **Warranty Period**.
- 37.3. **Third Interim Completion Certificate:** The final lift of asphalt shall not be placed until the underground services have been assumed by by-law, 100% of the residential units have been built and occupied and the **County Engineer** has authorized the placement of surface asphalt. The **Subdivider** shall maintain and repair the **Works** for the Third Interim Completion Certificate a period of a minimum of two (2) years commencing on the date of the issuance by the **County Engineer** of the Third Interim Completion Certificate, continuing until the **County** shall have accepted the Third Interim Completion Certificate, by by-law, as provided in paragraph 49 (hereinafter and hereinbefore referred to as the "**Warranty Period**"); and the **Subdivider** shall repair any and all defects in the **Works** which shall become apparent within the **Warranty Period**. Thereafter the **Subdivider** may apply under paragraphs 48 and 49 for the final assumption of all **Works**.

### USE BY COUNTY

38. The **Subdivider** agrees that:

- 38.1. The **County** or any other authorized person may use the **Works** for the purpose for which they are designed, notwithstanding that such **Works** may not have been provisionally or finally accepted by the **County**;
- 38.2. Such use shall not be deemed an acceptance of the **Works** by the **County**; and
- 38.3. Such use shall not in any way relieve the **Subdivider** of the obligation to construct, install, maintain and repair the **Works** so used.

## CONSTRUCTION LIEN

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

## RIGHT OF INSPECTION

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

## ORDERS

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

## REMEDIES

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

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

provided that the **County** shall give the **Subdivider** at least five (5) business days prior notice, except in cases of the **Works** not functioning or not functioning properly, so that in the opinion of the **County Engineer** action is immediately necessary to prevent damage or hardship to persons or property, in which case no prior notice need be given; or in the case of a default under paragraphs 19, 20, 21 and 50 of this Agreement where the **County** shall give the **Subdivider** at least twenty-four (24) hours prior notice; and it is understood and agreed by the parties that the entry upon the **Land** by the **County** or the doing of anything by the **County** as authorized by this paragraph shall be as agent for the **Subdivider** and shall not be deemed an acceptance of the **Works** by the **County** and shall not in any way relieve the **Subdivider** of the obligations of this Agreement; and the **Subdivider** covenants and agrees that neither it nor any of its agents, servants, officers or contractors shall interfere in any way with anything done or authorized to be done pursuant to this paragraph by the **County**.

## COURT ACTION

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

## BUILDING PERMIT REMEDY

44. In addition to any other remedy which the **County** may have against the **Subdivider** for breach of this Agreement, the **County** may refuse or may withdraw any building permit or permits that have been granted to the **Subdivider** or to any other person, providing such other

person has not commenced construction, and may refuse to issue any further building permits until the **Subdivider's** default has been rectified.

### **REALIZING UPON SECURITY**

45. In addition to any other remedy which the **County** may have against the **Subdivider** for breach of this Agreement, after first giving five (5) days' notice to the **Subdivider**, the **County** may, at any time and from time to time, realize upon and enforce any security available to it and use the funds derived therefrom to pay the cost of doing any work or thing in respect of which the **Subdivider** is in default, or to recover such costs if the **County** has done such work or thing prior to realizing upon and enforcing the security. Similarly, the **County** may recover any money which it has paid and which the **Subdivider** ought to have paid or any money which is otherwise due to the **County** from the **Subdivider** under the terms of this Agreement. If the funds derived from the security exceed the amount due to the **County**, the excess shall be refunded to the **Subdivider** upon final acceptance and assumption of the **Works** by a by-law as contemplated by paragraph 49 of said Subdivision Agreement; but, if there is a deficiency, the same shall be recoverable from the **Subdivider** forthwith upon demand. In addition to any other amounts payable to the **County** under the terms of this Agreement, whenever the **County** may recover amounts from the **Subdivider** in connection with the enforcement of the **County's** rights under this Agreement the **County** shall also be entitled to recover from the **Subdivider** an administration fee at the same rate as the rate charged, at such time, by the **County Engineer** to the **County** for administrative services.

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

46. In the event that notice is received by the **County** that the Letter of Credit required pursuant to paragraph 29 will not be renewed or will be revoked or will otherwise expire or terminate, the **County** may, at any time and from time to time, demand that all or any part of the funds available under such Letter of Credit be paid to the **County** and, when so paid, the same shall be placed in a separate interest bearing account in the name of the **County** which account, together with any interest thereon, shall stand as additional security for the performance of the **Subdivider's** obligations under this Agreement and the provisions of this Agreement regarding the release of the Letter of Credit security shall apply *mutatis mutandis* to the release of funds out of the said separate account to the **Subdivider**.

### **REPLACEMENT OF LETTER OF CREDIT**

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

### **ASSUMPTION OF WORKS**

48. Upon completion of the installation, construction, maintenance and repair of the **Works**, including all maintenance and repair required during the **Warranty Period**, the **Subdivider** shall:

48.1. For the assumption of works in the First Interim Completion Certificate:

48.1.1 Submit to the **County Engineer** for a First Interim Final Completion Certificate certifying that all **Works** hereby required to be performed have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;

48.1.2 Furnish to the **County Engineer** a certificate of completion issued by a Professional Engineer employed pursuant to paragraph 7 in substantially the form set out in Schedule "I";

48.1.3 Furnish to the **County Engineer** a Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** have been paid and that there are no outstanding claims relating thereto;

48.2. For the assumption of works in the Second Interim Completion Certificate:

48.2.1 Submit to the **County Engineer** for a Second Interim Final Completion Certificate certifying that all **Works** hereby required to be performed have been fully and completely installed, constructed, maintained and repaired,

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

48.2.2 Furnish to the **County Engineer** a certificate of completion issued by a Professional Engineer employed pursuant to paragraph 7 in substantially the form set out in Schedule "I";

48.2.3 Furnish to the **County Engineer** a Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** have been paid and that there are no outstanding claims relating thereto

48.3. For the assumption of works in the Third Interim Completion Certificate:

48.3.1 Submit to the **County Engineer** for a Subdivision Final Completion Certificate certifying that all **Works** hereby required to be performed have been fully and completely installed, constructed, maintained and repaired, in accordance with the approved plans and specifications and in accordance with this Agreement;

48.3.2 Furnish to the **County Engineer** a certificate of completion issued by a Professional Engineer employed pursuant to paragraph 7 in substantially the form set out in Schedule "I";

48.3.3 Furnish to the **County Engineer** a Statutory Declaration of a duly authorized senior officer of the **Subdivider** declaring that all accounts that are payable in connection with the installation, construction, maintenance and repair of the **Works** have been paid and that there are no outstanding claims relating thereto;

48.3.4 Furnish to the **County Engineer** a certified statement of a licensed Ontario Land Surveyor that such Ontario Land Surveyor has found or replaced all standard iron bars as shown on the **Plan** at a date not earlier than thirty (30) days before the submission to the **County** for the Final Completion Certificate;

48.3.5 Furnish to the **County Engineer** a Certificate from a licensed Professional Engineer employed pursuant to paragraph 7, certifying that, on a date not earlier than thirty (30) days before the submission to the **County Engineer** for the Final Completion Certificate that:

48.3.5.1. Such Professional Engineer took such elevations on the **Land** as were necessary to determine whether the elevations and grades were on that date in accordance with the General Grading Plan, within 8 centimetres (3 inches), and that, on that date, the **Land** had been graded so that the slope was uniform between adjacent elevations; and

48.3.5.2. All stormwater management systems in place have been constructed in compliance with the approved plans and specifications or as documented and approved by engineer/geologist/hydrogeologist;

48.3.6 Furnish to the satisfaction of the **County Engineer** a digital copy and three (3) hard copy sets of drawings showing the **Works** "as built"; and

48.3.7 Furnish to the **County Engineer** a computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the **County Engineer** in the following format:

An AutoCAD file compatible with the latest official version of the software, in DWG or DXF format acceptable to the **County**. The file should only contain linework of the boundary, street, lots and blocks, easements, as well as lot numbers, street names, civic addresses, watermain and appurtenances, sanitary sewers and appurtenances and all stormwater management

systems and appurtenances. The file must be delivered on a standard compact disk (CD). The file delivered to the **County** shall be in metric units and relate to the NAD 83 coordinates, UTM grid, Zone 17 and contain only UTM coordinates such that the file can be directly overlaid on the mapping with no scaling or further adjustment. To this end, the **Subdivider** shall supply the field notes and raw data showing the ties to control.

#### **FINAL COMPLETION CERTIFICATE**

49. Within ninety (90) days after the submission for the First Interim Final Completion Certificate, Second Interim Final Completion Certificate and Subdivision Final Completion Certificate, together with all else required as contemplated by paragraph 48, the **County Engineer** shall, either:

- 49.1. Confirm the First Interim Final Completion Certificate, Second Interim Final Completion Certificate or Subdivision Final Completion Certificate and issue a Certificate of Final Acceptance for the appropriate certificate, or
- 49.2. Issue to the **Subdivider** a statement of deficiencies in the grading, including any stormwater management systems, whether or not the **Subdivider** is then the owner of the **Land** in respect of which there is a deficiency, and of the deficiencies in the construction, installation, maintenance, or repairs of the **Works** and, upon the **Subdivider** rectifying all of such deficiencies to the complete satisfaction of the **County Engineer**, the **County Engineer** shall issue a Certificate of Final Acceptance for the appropriate certificate;

whereupon the **County** shall, within sixty (60) days enact a by-law assuming ownership of the **Works** thereby terminating the **Warranty Period**; and such security as is then retained by the **County** shall be released to the **Subdivider**.

#### **LOT GRADES AND STORMWATER MANAGEMENT SYSTEMS**

50. The **Subdivider** shall, at all times, maintain or cause to be maintained the elevations and grades and any stormwater management systems, on all lots and blocks as shown on the **Plan** in accordance with the General Grading Plan which has been approved in accordance with this Agreement; and as well, the **Subdivider** shall include in all Agreements of Purchase and Sale a requirement that any purchaser from it covenant likewise in favour of the **Subdivider** and the **County** in a form which is enforceable by the **County** against such purchaser and any and all subsequent owners and occupiers of the lot or block. The **Subdivider** shall, forthwith after registration of the **Plan**, register a restrictive covenant against all lots and blocks as shown on the **Plan** which shall prohibit any subsequent owner from altering the elevations and grades and infiltration galleries from that set out in the General Grading Plan.

#### **DEVELOPMENT CONTROL**

51. As a condition of the development or redevelopment of any lot within the **Plan**; the provision, maintenance and use of the following facilities and matters are required and regulated as follows:

- 51.1. The owner of each lot shall provide and maintain a paved parking area on the lot and a paved driveway, consisting of 50mm HL3 Fine on 150mm Granular 'A', from the travelled portion of the street from which access to the lot is permitted to such parking area on the lot;
- 51.2. The owner of each lot shall connect the dwelling to the sanitary sewer private drain connection (P.D.C.) located at the property line in accordance with the **County's** specification for sewer installations.
- 51.3. Pending construction of a dwelling, the owner of each lot shall ensure that the sanitary sewer P.D.C. provided to service the lot remains capped and water tight until the dwelling has been constructed to the stage of being fully enclosed;
- 51.4. The owner of each lot shall install a foundation drainage system and sump pit in conformance with the Ontario Building Code;
- 51.5. No owner of a lot shall directly connect any foundation collector system to the municipal storm sewer system, and/or the municipal sanitary sewer system;

- 51.6. No owner of a lot shall directly connect roof drains, including roof leaders and/or down spouts, to the municipal storm sewer system, and/or the municipal sanitary sewer system;
- 51.7. The owner of each lot shall ensure that roof drains, including roof leaders and/or down spouts, discharge to a ground level concrete splash pad on the outside of the dwelling and that surface water drainage patterns associated with splash pads receiving roof drainage are such that the water flows away from all buildings to avoid ponding or seepage into the foundation collector systems.
- 51.8. The owner of each lot as may be designated by the **Subdivider's Engineer** shall provide and maintain all stormwater management systems in accordance with the requirements established by the **Subdivider's Engineer**.
- 51.9. The owner of each lot shall provide and maintain on the lot all walls, fences, hedges or other suitable ground cover to provide adequate landscaping of the lot.
- 51.10. The owner of each lot shall maintain that portion of the street from which access to the lot is available between the lot line and the travelled portion of the street and keep in good order and repair those landscape elements specified in paragraph 18 of the **Works** as described in Schedule "F" which are located on that lot;
- 51.11. The owner of each lot shall affix their assigned municipal number to the main dwelling on the lot, a minimum of 12 centimetres (5 inches) in height and clearly visible from the road, all in accordance with the **County's** municipal addressing policies;
- 51.12. The owner shall maintain or cause to have maintained all weeds on each lot in accordance with Sections 3, 16 and 23 of the *Weed Control Act*.
- 51.13. The owner of each lot shall prepare and submit for review and approval to the **County Chief Building Official**, or his designate, at time of Building Permit application a site plan prepared by a Professional Engineer showing the location and dimensions of all buildings and structures to be erected upon the lot;
- 51.14. The owner of each lot shall prepare and submit for review and approval to the **County Chief Building Official**, or his designate, at time of Building Permit application a site plan referred to in clause 51.13, prepared by a Professional Engineer employed pursuant to paragraph 7, showing the proposed drainage and grading plan of the lot and top of foundation elevation and certifying that the proposed grades comply with the sound engineering design and are in general conformity with the General Grading Plan which has been approved in accordance with this Agreement;
- 51.15. The owner of each lot shall prepare and submit for review and approval to the **County Chief Building Official**, or his designate, a certificate prepared by a Professional Engineer indicating the top of foundation wall elevation verifying that it conforms with the General Grading Plan as described in clause 51.14, prior to approval of said foundation and before backfilling of said foundations;
- 51.16. The owner of the lot shall prepare and submit to the **County Chief Building Official**, or his designate, a Final Grading Certificate, prepared by a Professional Engineer employed pursuant to paragraph 7 indicating that the grading and drainage generally conforms to the General Grading Plan as described in clause 51.14 and that it also conforms to the general grading and drainage of the subdivision no later than six (6) months after occupancy has been granted to the dwelling or any structure constructed on the lot.
- 51.17. The owner of each lot shall maintain, repair and replace any and all aspects of the stormwater management systems for the **Land** which may be located on the lot and shall at all times comply with the obligations and burdens of any easement or easements required by paragraphs 22 and 24, as same may affect the lot.
- 51.18. The owner of each lot agrees to, upon completion of any new housing unit within the development and prior to the issuance of an occupancy permit, dye test all sanitary fixtures in order to ensure that have been connected to the municipal sanitary sewer system at his expense. The owner of each lot further agrees to

supply the **County Chief Building Official**, or his designate, with a certificate from the Subdivider's Engineer, confirming that all sanitary fixtures have been connected to the municipal sanitary sewer system, for each new housing unit. Said certificate to be supplied prior to the issuance of an occupancy permit for each individual housing unit.

51.19. The owner of each lot acknowledges that for all dwellings within the proposed Plan of Subdivision the weeping tile drainage around the house footing is to be connected to the storm sewer system via a sump pump with a goose-neck style drain. The owner of each lot further agrees that all offers of purchase and sale or lease shall include a clause that said dwelling is connected to the storm sewer system via a sump pump with a goose-neck style drain for all applicable lots and blocks within the Plan of Subdivision. The owner of each lot further agrees to provide a certificate of compliance from the **Subdivider's** Engineer stating that all applicable lots and blocks have been developed with the goose-neck style drain.

#### **MAINTENANCE OF LOTS**

52. The facilities and works required by paragraph 51 shall be provided and maintained by the owner of each lot from time to time at such owner's sole risk and expense and to the satisfaction of the **County**; and, in default thereof, in addition to any other remedies which may be available to the **County**, the provisions of Section 427 of the *Municipal Act, 2001* shall apply for the purpose of securing rectification of the default.

#### **SITE PLAN AGREEMENTS**

53. The owner of each lot to be developed or redeveloped may be required by the **County** to enter into one or more agreements with the **County** dealing with the provisions and maintenance of the facilities and **Works** referred to in clauses 51.1 to 51.17, inclusive, which agreement or agreements shall be in a form binding upon such owner and all subsequent owners and shall be capable of being registered on title.

#### **BUILDING PERMITS**

54. Aside from a maximum of six (6) premature applications for building permits for model homes, the **Subdivider** shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the **Plan** and no building permit for the development or redevelopment of any lot or block as shown on the **Plan** shall be issued until:

- 54.1. The **County Engineer** has issued the First Interim Completion Certificate as contemplated by paragraph 32; and
- 54.2. The site plan referred to in clause 51.13, if required, and the lot grading plan referred to in clause 51.14 have been approved by the **County**; and
- 54.3. The agreement or agreements referred to in paragraph 53 have been entered into not only by the registered owner of the lot in respect of which the building permit is sought but also by the applicant for the building permit if the applicant is not the owner and the agreement or agreements have been delivered to the **County** and registered on title; and

#### **55. INTENTIONALLY DELETED – PREMATURE APPLICATIONS FOR BUILDING PERMITS**

#### **LIMITED WATER AND SEWAGE CAPACITY**

56. Despite the provisions of paragraphs 54 and 55, the **Subdivider** shall not apply for, nor shall anyone claiming title from it, or under it or their authority, apply for a building permit to construct a dwelling or any building or structure on any lot or block shown on the **Plan** and no building permit for the development or redevelopment of any lot or block as shown on the **Plan** shall be issued unless there is reserved for such development or redevelopment a sufficient supply and conveyance of potable water and sufficient capacity for conveying and treating sewage therefor as determined in accordance with the following provisions:

- 56.1. The **Subdivider** acknowledges that the **Land** is located within an area from which is received for treatment through the Paris Water and Wastewater Treatment Facilities and that such Facilities have limited capacity.
- 56.2. The **Subdivider** acknowledges that the **County** is entitled to limit the period of time during which capacity in the Paris Water and Wastewater Treatment Facilities will

be reserved for allocation to lots and blocks as shown on the **Plan** and that it is rational for the **County** to re-allocate such capacity, if it is not used for such lots and block within four (4) years, as verified by the **County Engineer**, in order that the capacity may be used in other areas the owners of which are willing and able to proceed with development.

- 56.3. The **Subdivider** acknowledges that the **County** is only required to supply a water or sewage public utility if there is a sufficient supply and conveyance of potable water and sufficient capacity for conveying and treating sewage, and not otherwise; and that building permits for the development of any of the lots and blocks as shown on the **Plan** will not be available unless there is a sufficient supply and conveyance of potable water for the development and sufficient capacity for conveying and treating the sewage reasonably to be anticipated from such development.
- 56.4. The development of the **Plan** may be staged but, if it is, the staging and the servicing of each of the stages shall be to the satisfaction of the **County**; and, the development of a stage of the **Plan** may proceed when the **County** is satisfied that all services are in place for that stage.
- 56.5. The **County** is authorized to enter upon the lands covered by this agreement to the extent deemed appropriate by the **County** to explore and examine the property for possible sources of domestic water supplies.

### **MAINTENANCE OF ROADS**

57. If a building permit is issued before the First Interim Completion Certificate is issued by the **County Engineer**, the **Subdivider** shall provide and maintain a base course of asphalt on the roadways in a well-graded dust and mud free condition fit for normal traffic at all times and will provide and maintain street signs and traffic and speed limit signs of a design and in locations specified by the **County Engineer** which signs shall become the property of the **County** upon final assumption of the **Works** by a By-law as contemplated by paragraph 49 of said Subdivision Agreement. The obligations of this paragraph shall be deemed to be part of the **Works**, and shall be enforceable as such, for the purposes of this Agreement.

### **COVENANTS OF PURCHASERS**

58. The **Subdivider** shall not accept any offer to purchase any lot within the **Plan** unless the **Subdivider** has given to such Offerer, prior to the making of such offer, written advice about paragraphs 51 and 54 and its provisions prescribing conditions of development or redevelopment and restricting the application for and issuance of building permits; and as well the **Subdivider** shall require the purchaser to covenant likewise in favour of the **Subdivider** and the **County** in a form which is capable of registration on title and in a form which is enforceable by the **County** against such purchaser and any and all subsequent owners and occupiers of the said lot.

### **STREETS**

59. The **Subdivider** agrees to dedicate to the **County** the road allowances included in the **Plan** as public highways, and to name such road allowances such street names to the satisfaction of the **County**, and the **Subdivider** agrees to accept the designation by the **County** of municipal civic addressing numbers for the lots on the **Plan**.

### **MUNICIPAL DRAINAGE**

60. The **Subdivider** shall pay to the **County** all costs assessed by the **County Engineer's Report** for the following:

- 60.1. Apportionment of the assessments previously assessed against the parcel of **Land** to be subdivided in accordance with Section 65 of the *Drainage Act*.
- 60.2. Improvement of any municipal drain under Section 78 of the *Drainage Act* for the purposes of providing a proper sufficient outlet for storm water to be disposed from the **Land** as contemplated by the **Works**.
- 60.3. Improvements and works required outside of the plan of subdivision as required.

### **SCHOOL BOARD**

61. No blocks or lots are required be offered to a School Board having jurisdiction for use as a school site in accordance with Section 25.1 of the *Planning Act*.

## **OUTSTANDING TAXES AND OTHER AMOUNTS DUE TO THE COUNTY**

62. Concurrently with the **Subdivider's** execution of this Agreement,

- 62.1. The **Subdivider** shall pay to the **County** any amount of the outstanding municipal taxes on the **Land**;
- 62.2. The **Subdivider** shall pay the **County** any amount of the outstanding account for municipal services provided to the **Subdivider**, including all planning, legal and engineering costs incurred in connection with this development and this Agreement as may be calculated up to the time of signing, and;
- 62.3. The **Subdivider** shall pay the **County** any amount of the outstanding engineering costs for the preparation of a municipal drainage report in connection with the **Land**.

## **TAXES**

63. The **Subdivider** shall pay all taxes levied on the **Land** in accordance with the assessment thereof until the **Land** have been assessed according to the **Plan**, after which, the **Subdivider** shall pay the taxes levied on any and all lots of which the **Subdivider** is the owner. If there are any existing local improvements or other rates or charges in respect of the **Land**, including any that relate to the construction, maintenance and repair of municipal drains, the **Subdivider** shall commute and prepay the same within ten (10) days after the execution and delivery of this Agreement by the **County**.

## **COUNTY COSTS**

64. The **Subdivider** shall, at the time of the execution of this Agreement, deposit with the **County** the sum of TWENTY-FIVE THOUSAND (\$25,000.00) Dollars on account, to reimburse the **County** for its reasonable costs incurred for engineering, administration and legal fees and disbursements and for the cost of administration, supervision and all other work required by the **County** in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out the realization upon any security given hereunder. If this amount is insufficient, the **Subdivider** shall reimburse the **County** for such actual costs from time to time as and when requested by the **County**; and if the deposit money exceeds the actual costs, the **County** shall refund to the **Subdivider** such excess upon final acceptance of the **Works** by a by-law as contemplated by paragraph 49 of said Subdivision Agreement.

## **CONFLICT OF REQUIREMENTS**

65. Where there is any conflict between the requirements of the **County** and those of any regulatory body, those of the regulatory body shall prevail unless the requirements of the **County** are more demanding, in which case the **County's** requirements shall prevail; and, in the event of any dispute as to which are more demanding, the **County Engineer's** decision shall be final and binding as between the **Subdivider** and the **County**.

## **EXPENSE OF OWNER**

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

## **INTEREST AND LIEN OF LAND**

67. In the event that there are monies due from the **Subdivider** to the **County** which have not been paid within thirty (30) days after receipt by the **Subdivider** of a demand therefor by the **County**, interest shall be payable on the amount due at the rate of one and one quarter (1 ¼ %) per cent per month, compounded monthly, (equivalent effective annual rate of 16.08%) determined and calculated from the date of receipt of the demand and the amount due together with interest thereon shall constitute a lien upon the **Land**. Any amounts owed may be added to the taxes of the land and collected as same or deducted from the letter of credit.

## **ESTOPPEL**

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

## BY-LAWS BINDING

69. Notwithstanding any provisions of this Agreement, the **Subdivider** and all persons taking title to the **Land** from it shall be subject to all of the by-laws of the **County**.

## TIME

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

## NOTICE

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

For the **Subdivider**: MILE HILL DEVELOPMENTS INC.  
65 Silver Street  
Paris, Ontario N3L 1T8

For the **County**: The Corporation of the County of Brant,  
Development Services Department,  
66 Grand River Street North  
Paris, Ontario N3L 2M2  
Attention: **County Engineer**  
**c/o Manager of Development Engineering Review**

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

## ASSIGNMENT

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

## SEVERABILITY

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

## NUMBER AND GENDER

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

## INTERPRETATION

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

## BINDING

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



### List of Schedules

Schedule "A" - The Lands

Schedule "B" - The Plan of Subdivision

Schedule "C" - Permitted Encumbrances

Schedule "D" – Solicitor's Opinion

Schedule "E" - Undertaking by Subdivider's Engineers

Schedule "F" - The Works

Schedule "G" - General Grading Plan

Schedule "H" - Standard Letter of Credit Format

Schedule "I" - Certificate of Completion of Works

Schedule "J" – Storm Water Outlet

Schedule "K" – Unauthorized Works

**SCHEDULE "A"**

to the

**SUBDIVISION AGREEMENT**  
dated:

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

**MILE HILL DEVELOPMENTS INC.**

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

**OF THE SECOND PART**

**THE LANDS**

Being Part Lots 11 and 12, Concession 1 Brantford being Plan 2M-\_\_\_\_, Lots 1-79 inclusive and Blocks 80 to 107 inclusive; s/t easement over parts 2, 7 and 10 on 2R7453 as set out in TB37742 and amended by BC161333; s/t easement over Parts 4, 5 and 12 on 2R-7453 as in TB61195; Subject to an easement in gross over parts 5, 6, 7 and 8 on 2R-7453 as in BC149088; County of Brant.

**SCHEDULE "B"**

to the

**SUBDIVISION AGREEMENT**  
dated:

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

**MILE HILL DEVELOPMENTS INC.**

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

**OF THE SECOND PART**

**THE PLAN OF SUBDIVISION**

The original Plan of Subdivision can be viewed at the County of Brant via an appointment with the Clerks, Legal, or Information Services Departments, located at 26 Park Avenue, Burford, N0E 1A0 or Development Services Department, located at 66 Grand River Street North, Paris ON N3L 2M2.

**SCHEDULE "C"**

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

**PERMITTED ENCUMBRANCES**

1. TB37742 Transfer of Easement in favour of Bell Canada as amended by BC161333.
2. TB61195 Transfer of Easement in favour of The Hydro Electric Power Commission.
3. BC149088 Transfer of Easement in favour of the County of Brant.

**SCHEDULE "D"**

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

**SOLICITOR'S OPINION**

TO: **THE CORPORATION OF THE COUNTY OF BRANT**

RE: \_\_\_\_\_, (Geographic Town of Paris)  
hereinafter the "**Land**"

AND RE: Subdivision Agreement between **MILE HILL DEVELOPMENTS INC.**, and **THE CORPORATION OF THE COUNTY OF BRANT** pertaining to the Land (the "**Subdivision Agreement**")

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

**MILE HILL DEVELOPMENTS INC.**, is the owner in fee simple of the Land free and clear of all liens and encumbrances save and except for:

1. TB37742 Transfer of Easement in favour of Bell Canada as amended by BC161333.
2. TB61195 Transfer of Easement in favour of The Hydro Electric Power Commission.
3. BC149088 Transfer of Easement in favour of the County of Brant.

The Subdivision agreement was registered on the \_\_\_\_ day of \_\_\_\_\_ as Instrument No. \_\_\_\_\_ All persons having any interest in the Land as mortgagee, tenant, easement holder or other encumbrancer have postponed their respective interests in the Land to the Subdivision Agreement and notice of such postponements has been registered as follows:

[List the registered Notice of Postponement which should correspond with the interests set out in Subdivision Agreement Schedule C, Part 2]

The Plan of Subdivision contemplated by the Subdivision Agreement was registered on the Land on the \_\_\_\_ day of \_\_\_\_\_ as Plan 2M-\_\_\_\_

A good and valid Transfer of [insert land required to be transferred to the County of Brant for security lots and/or parkland purposes] has been registered on the \_\_\_\_\_ day of \_\_\_\_\_ as Instrument No. \_\_\_\_\_ and The Corporation of the County of Brant is the owner in fee simple, free and clear of all liens and encumbrances save and except those permitted encumbrances set out in Schedule C, Part 1 of the Subdivision Agreement. All other persons having any interest in the Land as mortgagee, tenant, easement holder or other encumbrancer have discharged their respective interests in the Land as it pertains to the transferred parcel(s) and the discharge(s) has/have been registered as follows:

[List the registered Discharges which should correspond with the interests set out in Subdivision Agreement Schedule C, as they may pertain to the transferred parcel(s)]

A good and valid Transfer of Easement pertaining to [insert land required to be transferred to the County of Brant (or other party as may be applicable) for Easement purposes] has been registered on the \_\_\_\_\_ day of \_\_\_\_\_ as Instrument No. \_\_\_\_\_. and The Corporation of the County of Brant [or other party/utility as may be applicable] is the easement holder free and clear of all liens and encumbrances save and except those permitted encumbrances set out in Schedule C, Part 1 of the Subdivision Agreement. All other persons having any interest in the Land as mortgagee, tenant, easement holder or other encumbrancer have postponed their respective interests in the Land as it pertains to the easement parcel(s) and notice(s) of such postponement has/have been registered as follows:

[List the registered Notice(s) of Postponement which should correspond with the interests set out in Subdivision Agreement Schedule C]

A restrictive covenant prohibiting any owner from changing the elevations or the grades from the General Grading Plan was registered on the \_\_\_\_\_ day of \_\_\_\_\_ as Instrument No. \_\_\_\_\_.

Please find enclosed copies of the following:

[List the copies of registered subdivision agreement, registered Plan of Subdivision, postponements, easements, transfers, restrictive covenant and discharges which are referred to in this opinion.]

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

James A. Hitchon

Waterous Holden Amey Hitchon LLP  
20 Wellington Street, P.O. Box 1510  
Brantford, Ontario  
N3T 5V6  
519-751-6410

**SCHEDULE "E"**

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

**UNDERTAKING BY SUBDIVIDER'S ENGINEERS**

TO: The Corporation of the County of Brant

FROM: J.H. COHOON ENGINEERING LIMITED  
440 Hardy Road, Unit #1, Brantford, Ontario N3T 5L8  
Consulting Engineers to MILE HILL DEVELOPMENTS INC.

Re: Subdivision Agreement between **MILE HILL DEVELOPMENTS INC.**, and The Corporation of the County of Brant and dated \_\_\_\_\_, 20\_\_ (hereinafter referred to as the "**Subdivision Agreement**").

The undersigned hereby represents and warrants that the undersigned is a member in good standing of the Association of Professional Engineers of Ontario and that the undersigned has been retained by **MILE HILL DEVELOPMENTS INC.** in connection with the **Subdivision Agreement** and all works required thereby. As required by the **Subdivision Agreement** the undersigned hereby undertakes to The Corporation of the County of Brant and to its above mentioned consulting engineers as follows:

To design the works as described in the **Subdivision Agreement** and the Schedules thereto,

To prepare all necessary contracts for the **Works**,

To obtain all necessary approvals for the **Works** in cooperation with the County of Brant,

To act as the representative of **MILE HILL DEVELOPMENTS INC.** in all matters pertaining to the construction and installation of the **Works**,

To provide full-time supervision of the construction of the works, including inspection and testing of materials by a qualified geotechnical engineer,

To schedule the timing of the construction of the **Works**,

To maintain all records of the construction of the **Works**,

To prepare and furnish "As Constructed" drawings of those services which are subject to the First Interim Completion Certificate as provided in paragraph 32 of the **Subdivision Agreement** prior to the issuance of the First Interim Completion Certificate, and

To prepare and furnish "As Constructed" drawings of the **Works** prior to the issuance of the Third Interim Completion Certificate .

The undersigned agrees that the undersigned will immediately advise The Corporation of the County of Brant and its above mentioned consulting engineers should there be any alteration in the undersigned's above described retainer and instructions from **MILE HILL DEVELOPMENTS INC.**

DATED this    day of    , 20\_\_.

CONSULTING ENGINEER

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

Name: J.H. Cohoon Engineering Limited

Title: President

I have the authority to bind the corporation

## SCHEDULE "F"

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

### THE WORKS

#### COUNTY REQUIREMENT FOR ROAD AND SERVICES

1. All roads and services herein shall be designed and constructed so as to comply with applicable law, to be consistent with the County Development and Engineering Standards and in accordance with the current guidelines, codes, regulations and standards prescribed by the **County Engineer**.

#### GENERAL GRADING PLAN

2. The General Grading Plan attached as Schedule "G" to the Subdivision Agreement to which this is Schedule "F", together with the general specifications in Schedules "F" and "J" shall in no way be construed as limiting or in any restricting the discretion given to the **County Engineer** to approve or amend the final materials submitted by the **Subdivider** for such purposes nor as limiting or restricting the discretion given the **MOECC** or the **Conservation Authority** with respect to the approvals required of them in connection with the **Works** to be constructed, installed, maintained and repaired by the **Subdivider** in accordance herewith.

#### UNDERGROUND SERVICES

3. For the purpose of this Agreement the term underground services shall mean all road subbase, road base and base course of asphalt under paragraph 4 of this Schedule "F", all sanitary sewers and appurtenances under paragraph 13 of this Schedule "F", all watermain and appurtenances to be constructed under paragraph 15 of this Schedule "F", all storm sewers and appurtenances under paragraph 21 of this Schedule "F", and all stormwater management systems and appurtenances under paragraph 22 of this Schedule "F".

#### ROADWAYS

4. The **Subdivider** shall construct and install roadways with granular base and asphalt concrete pavement and concrete curb and gutter in accordance with the current **County** specifications. **County** standards are to serve as a minimum; road designs as prepared and certified by the **Subdivider's** Geotechnical Engineer which exceed these standards shall be acceptable to the **County**.

5. All roads, road widenings and daylighting triangles shall be constructed to the satisfaction of the **County** and conveyed to the **County**, free and clear of all encumbrances at the expense of the **Subdivider**.

6. The **Subdivider** shall reconstruct all roads to the satisfaction of the **County** if installing underground or aboveground services along Rest Acres Road, Powerline Road and Mile Hill Road. The cost of the rehabilitation of the roads and the installation of services shall be done at the **Subdivider's** expense.

#### STREET LIGHTING

7. The **Subdivider** shall construct and install street lights as proposed on the servicing standards and specifically as required by the **County Engineer**.

## **STREET SIGNS**

8. The **Subdivider** will install at their sole expense, all street signs and markings at every intersection and shall have double name plates as well as traffic and speed limit signs of a design, type and method of installation in accordance with specifications of the **County** and otherwise as specified by the **County Engineer**.

## **SIDEWALKS**

9. Notwithstanding the **County** minimum standards with regard to sidewalk requirements, the **Subdivider** shall construct and install sidewalks on all streets as shown on the General Servicing Plan, all to the satisfaction of the **County Engineer**.

## **TOPSOIL**

10. The **Subdivider** agrees to stockpile on site, in a safe manner, the topsoil removed from all areas excavated and graded. The topsoil from the stripped areas shall be used to cover areas to be seeded or sodded to a minimum depth of 15.24 cm (6") and shall not be removed from the site until such time as all seeding or sodding has been completed. Any excess of topsoil may be removed but only after the **Subdivider** has received the approval by the **County**. All building lots are to be topsoiled and sodded unless otherwise approved by the **County**. Common areas, are also to be sodded unless with the **County's** written consent topsoil and seeding is permitted.

11. The **Subdivider** shall ensure that no stockpiles of fill or any overland drainage patterns are altered on the east and north sides of the lands owned by the **Subdivider** within 30 metres of the **Subdivider's** ownership limits. The height of any stockpiles of fill shall not exceed 4 metres in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as being dangerous to children.

## **LOT GRADING**

12. The **Subdivider** shall establish, maintain or cause to be maintained, whether or not the **Subdivider** is then the owner of the **Land**, the elevations and grades on all lots and blocks as shown on the **Plan** in accordance with the General Grading Plan which has been approved in accordance with the said Subdivision Agreement at all times until the **Works** have been assumed by a By-law of the **County** as contemplated by paragraph 48 of said Subdivision Agreement.

## **SANITARY SEWERS**

13. The **Subdivider** shall undertake the **Works** necessary, in the opinion of the **County Engineer**, to provide a sanitary sewer system as provided in the plans and specifications approved by the **County Engineer** and the **MOECC**.

## **WATER DISTRIBUTION MODEL**

14. The **Subdivider** shall provide the **County** a water distribution model demonstrating the impact of this proposal on the municipal water supply system and clearly demonstrating that there is adequate water supply and fire flow, once available, to accommodate the development and any developments that may be serviced through this development.

## **WATERMANS**

15. The **Subdivider** shall construct and install watermains and appurtenances, including valves and valve chambers, and also private service connections from such watermains to each lot line as proposed on the General Servicing Plan and specifically as required by the **County Engineer** and the **MOECC**.

## **FIRE HYDRANTS**

16. The **Subdivider** shall construct and install fire hydrants as proposed on the General Servicing Plan and specifically as required by the **County Engineer** in accordance with the **County's** standards.

## **GRADING**

17. All lots shown on the **Plan** shall be graded to permit surface water to run off from all areas of the lots and from adjoining properties so as to reach either the road gutters, municipal drains, ditches or natural water courses all in accordance with the plans to be submitted by the **Subdivider** and approved by the **County** and the **MOECC**.

## LANDSCAPING

18. The **Subdivider** shall undertake the following landscaping on the **Land**:
- (a) The **Subdivider** shall provide topsoil to a depth of 0.15 metres (6 inches), and then shall sod the portion of the road allowance lying between the lot line of a lot and the curb.
  - (b) The **Subdivider** shall provide topsoil to a depth of 0.15 metres (6 inches), and then shall sod all yards of each lot within the first year after completion and occupancy of a dwelling on such lot, except in those areas of the lot which are paved parking or driveway areas.
  - (c) The **Subdivider** shall plant a deciduous tree as per the accepted Street Tree Planting Plan.
  - (d) The **Subdivider** shall construct the portion of the driveway from the curb to the lot line or sidewalk of each lot to the specifications of the **County Engineer**.
  - (e) The **Subdivider** shall plant the greater of at least one tree in front of each lot or every 12 metres as shown on the **Plan** and at least two trees along the flankage of each corner lot or every 12 metres as shown on the **Plan** generally as proposed on the Street Tree Planting Plan and specifically as required by the **County Engineer**.
  - (f) The trees to be planted as required by clause (c) and (e) shall have a minimum trunk diameter of 5 centimetres (2.0 inches) at one metre (3.2 feet) above the final finished grade of the lot where the tree is located.
  - (g) All trees shall be of a species native to the **County**, mixed appropriately to avoid disease and be salt tolerant all as may be required by the **County Engineer**.
  - (h) The trees to be planted as required by clause (c) and (e) shall be of such species and shall be planted in such locations as the **County Engineer** may approve.
  - (i) The trees to be planted as required by clause(c) and (e) shall be maintained and replaced by the **Subdivider** such that, before assumption of the **Works** by a By-law as contemplated by paragraph 49 of said Subdivision Agreement, such trees shall all be alive and devoid of disease.
  - (j) The **Subdivider** will also landscape the Parkland Dedication Lands, being Block 81, as per the approved plans to the satisfaction of the **County Engineer**.

The **Subdivider** shall remain responsible for the maintenance, replacement and repair, to the satisfaction of the **County Engineer**, of all of the landscaping work referred to in this paragraph 18 until the **Works** described in Schedules "F" and "J" have been assumed by a By-law as contemplated by paragraph 49 of the said Subdivision Agreement.

## FENCING

19. The **Subdivider** shall install fencing as illustrated on the following plans, to the satisfaction of the **County Engineer**:

Dwg. No. 6402-2A	Revision 17,	Lot Grading Control Plan	December 8, 2015
Dwg. No. 6402-2B	Revision 18,	Lot Grading Control Plan	December 29, 2015
Dwg. No. 6402-2C	Revision 15,	Lot Grading Control Plan	September 10, 2015
Dwg. No. 6402-2D	Revision 15,	Lot Grading Control Plan	September 10, 2015
Dwg. No. 6402-7	Revision 14,	Typical Details	July 14, 2015
Dwg. No. 6402-01	Revision 11,	O.P.S.D. Typical Details	April 23, 2015

## WATER SPRINGS

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

## STORM SEWERS

21. The **Subdivider** shall install storm sewers sufficient to drain the **Land** properly and to drain abutting real property as required by the **County** and the following provisions shall apply:

- (a) Stormwater drainage shall be managed in a satisfactory manner acceptable to and approved by the **MOECC**, the **Conservation Authority** and the **County**.
- (b) The **Subdivider** shall construct and install storm sewers and appurtenances, catch basins and leads sufficient to drain the **Land** and abutting lands generally as proposed on the Lot Grading Control Plan and as specifically required by the **County Engineer**; and the **Subdivider** shall also provide connections for any future storm sewers as may be required by the **County Engineer**.
- (c) For the purpose of any drainage work that, in the opinion of the **County Engineer** is or may be required to furnish a sufficient outlet for storm water or to protect any natural watercourse, the **Subdivider** shall provide the **County** with all easements across the **Land** as provided in the Subdivision Agreement.

## STORMWATER MANAGEMENT PLAN

22. The plans, specifications, contracts, scheduling and cost estimates and the General Grading Plan to be submitted by the **Subdivider** for approval of the **County Engineer**, of the **MOECC**, and of the **Conservation Authority**, as required by paragraph 11, paragraph 12, paragraph 13, of the said Subdivision Agreement to which this Schedule is attached as Schedules "F" and "J", shall include a Stormwater Management Plan that must address and include the following matters and things:

- (a) The **Subdivider** shall apply for and receive approval for a Development, Interference with Wetlands and Alteration to Shorelines and Watercourses, permit relating to the stormwater management facilities and outlets to the receiving watercourse and submit to the appropriate authority, detailed final design plans and final stormwater management report for approval.
- (b) The **Subdivider** shall complete the **Works** in accordance with the approved Stormwater Management Plans, reports and permits to the satisfaction of the **County Engineer**.
- (c) The Stormwater Management Plan must incorporate necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction. A tree planting program shall be included as a means of enhancing the infiltration capacity and the overall environmental quality of the site.
- (d) The Stormwater Management Plan may incorporate the use of stormwater management systems as designed by a licensed Professional Engineer.
- (e) The Stormwater Management Plan shall include a monitoring programme that requires submission of a log indicating how any and all stormwater management facilities involved with the Stormwater Management Plan are maintained, operated and monitored.
- (f) The Stormwater Management Plan shall include measures to control erosion and sedimentation during and after construction of the **Works** required by the Subdivision Agreement.
- (g) The Stormwater Management Plan shall provide for:
  - (i) A full-time site supervisor to be designated with respect to Stormwater Management Plan whose primary function is to ensure that the recommendations of the approved Stormwater Management Plan are implemented.
  - (ii) A work activity log to be maintained by such full-time site supervisor to record the dates and descriptions of work activities and site inspections.
  - (iii) Inspections to be undertaken on a regular basis during construction and after significant storm events until rehabilitation is complete.

- (iv) An operations and maintenance manual and plan to be prepared as to how any recommended stormwater management facilities are to be maintained and operated and monitored.
- (h) The Stormwater Management Plan include a requirement that the site supervisor referred to in clause 22(g) must report immediately to the **MOECC** and the **County** in the event of a failure of management systems which results in off-site impacts.
- (i) The Stormwater Management Plan shall include provision for the amendment or re-issuance of the **1997 Ontario Water Resources Act Certificate** so that it is in the name of the **County**.
- (j) The landscaping of the **SWM Pond** is not considered to be underground services, but remaining aspects of the pond are considered to be underground services for the purposes of this agreement.

#### **IMPLEMENTATION OF THE APPROVED STORMWATER MANAGEMENT PLAN**

23. After the Stormwater Management Plan required by paragraph 22 of Schedule "F" of this Agreement has been approved by the **County Engineer**, the **MOECC**, and the **Conservation Authority**, the **Subdivider** shall complete the work contemplated by the approved Stormwater Management Plan and shall do so to the satisfaction of the **County Engineer**, the **MOECC**, and the **Conservation Authority**.

#### **POSTAL BOXES**

24. The **Subdivider** shall install or cause Canada Post to install postal boxes in a location which is satisfactory to Canada Post and the **County Engineer**:

- (a) To include in all offers of purchase and sale to the initial occupants, a statement which advises the prospective purchaser:
- (b) That home/business mail delivery will be from a designated community mail box;
- (c) That the **Subdivider** will be responsible for officially notifying the purchasers of the exact community mail box locations prior to the closing of any home sales

24.1 The **Subdivider** further agrees to:

- (i) Work with Canada Post and the **County** to determine and provide temporary suitable community mail box locations which may be utilized by Canada Post until the curbs and sidewalks are in place in the remainder of the subdivision
- (ii) Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps and plans. Maps are also to be prominently displayed in the sale office showing specific community mailbox site locations.

All permanent community mailbox sites shall be subject to the approval of both Canada Post and the **County**.

#### **WELL INTERRUPTION**

25. The **Subdivider** shall be responsible for any well interruption that may occur as a result, either directly or indirectly, in connection with the construction of the **Works**. The **Subdivider** acknowledges and agrees that it shall be responsible for any Claims related to any impact on neighbouring wells arising out of the construction of any municipal works related to the development of the Lands. The **Subdivider** shall assume all costs and expenses relating to the resolution of any such Claims. In order to clarify the intent and extent of the indemnity and **Subdivider** responsibility for well interruption Claims, the following definitions shall apply:

"Claim" shall mean any written claim, action, suit, or cause of action, of an **Subdivider** or occupant in possession of a Neighbouring Well, which claim is made to either the **Subdivider** or to the County, their employees, agents or contractors, within the Claim Period;

"Claimant" shall be any person, company, or organization making a Claim;

“Claim Period” shall be one (1) year after the date that the construction of the municipal works related to the development of the Lands has obtained its first interim completion certificate;

“Neighbouring Well” shall be defined:

- (i) under a site plan as an existing private water well located either within 250 metres of the municipal works related to the development of the Lands, or within the Projected Zone of Influence, whichever is greater;

and

- (ii) under a plan of subdivision as an existing private water well located either within 500 metres of the municipal works related to the development of the Lands, or within the Projected Zone of Influence, whichever is greater;

“Preconstruction Survey” shall be the survey conducted by the **Subdivider** of the location and type of water supplies, including the quality of water and the static water level of the Neighbouring Well(s) or of representative monitoring wells, as approved by the County; and

“Projected Zone of Influence” shall be the projected zone of influence as defined in the hydrogeological study prepared in connection with the development of the Lands.

In order to ensure the indemnification of the County, and to ensure that the **Subdivider** and not the County assumes any responsibility for any Claim arising out of the construction of the **Works** related to the development of the Lands, the parties agree as follows:

(a) The **Subdivider** has conducted the Preconstruction Survey, to which the County has full access, including the final report and all background material relating thereto. The **Subdivider** hereby acknowledges and agrees that the results of the Preconstruction Survey shall constitute the status of the existing water supplies, including the quality of water and the static water level of the Neighbouring Well(s), and/or representative monitoring wells prior to the construction of the **Works** related to the development of the Lands;

(b) During the construction of the **Works** related to the development of the Lands or within the Claim Period, should the County, or the **Subdivider**, or any of their employees, agents or contractors, receive a notice of a Claim or potential Claim against the County or the **Subdivider**, their employees, agents or contractors, the party receiving the notice shall forthwith notify in writing the other party with the Claimant's contact information, and the nature of the Claim;

(c) Notwithstanding any other provision set out in this Agreement, on receiving a Claim or on receiving notice from the County of a Claim, the **Subdivider**, if the Claimant requests water, shall within two (2) days, make arrangements to have water brought into the Claimant's lands by any means necessary at the **Subdivider's** sole expense until such time as the Claim has been resolved. Should the **Subdivider** fail to do so, the County shall make arrangements to have the Claimant supplied with water until the Claim has been resolved and shall draw on the security posted hereunder to cover all costs, expenses, fees, charges, including County overhead and administrative costs related thereto. However, the foregoing covenants respecting temporary water supply shall not apply to any Claim made by a Claimant relating to residences or lands identified on the Preconstruction Survey as presently having water supplied solely by off-site supply;

(d) Upon receiving notice of the Claim, as hereinbefore described, the **Subdivider** shall forthwith investigate the Claim by determining whether the quantity or quality of the water in the well has been significantly impaired since the Preconstruction Survey. If it is determined that a Claim is the result of causes clearly unrelated to the development of the Lands (e.g. frozen water or pump malfunction), then the Claim shall be considered resolved. Otherwise, if the quantity or quality of the water in the well does not return to its original condition within five (5) days after receipt of notice of the Claim, the **Subdivider** shall, at its sole cost, engage the services of a qualified hydrogeologist to evaluate the well that is the subject of the Claim, and produce a report within thirty (30) days, unless the County agrees to an extension of this timeframe due to unusual circumstances, as determined by the County in its sole discretion. The hydrogeologist shall determine whether there has been an impact and, if so, shall then evaluate the cause. If the hydrogeologist is unable to demonstrate that the **Subdivider** is not

responsible for any impact, they shall then recommend acceptable solutions for a permanent water supply. A copy of the hydrogeologist's report shall be provided by the **Subdivider** to the County for review upon receipt. In the event the Claimant does not permit access to the well by the **Subdivider** and/or the hydrogeologist for the purposes set out above, such lack of permission to be evidenced to the satisfaction of the County, then a Claim shall no longer be considered to exist for the purpose of these clauses;

(e) The **Subdivider** shall, within ten (10) days from the date of receipt of the hydrogeologist's report, advise the County in writing of the Subdivider's intention to:

- (i) provide a permanent water supply; or
- (ii) otherwise settle the Claim to the Claimant's satisfaction; or
- (iii) dispute the Claim.

(f) Unless prohibited by the County, should the **Subdivider** decide to connect the Claimant to the County municipal water supply, the **Subdivider** shall forthwith arrange for the design, tender and construction of the water services required to connect the Claimant's buildings to the County water supply in a manner satisfactory to or as required by the County. The **Subdivider** shall obtain all necessary approvals and consents relating thereto, including all County approvals, consents, and agreements and pay any and all applicable tapping, water meter, inspection, and administration charges and fees then in force in the County. During the time of construction and up until the time that the Claimant's buildings are being actually supplied by the County water supply, the **Subdivider** shall be responsible for continuing to supply the Claimant with temporary water, in accordance with Subsection (c).

(g) Should the **Subdivider** otherwise resolve or settle the Claim, the **Subdivider** shall provide written proof of such settlement, and of the fulfilment of the terms of the settlement, to the satisfaction of the County's Legal and Enforcement Services and Corporate Counsel, and until such time as the terms of settlement are fulfilled, the Subdivider shall be solely responsible for maintaining the Claimant's temporary water supply in accordance with Subsection (c).

(h) Should the **Subdivider** decide to dispute the Claim, the **Subdivider** will take any and all necessary action to resolve the dispute by means of an order, judgment, arbitration decision or settlement, or otherwise as soon as possible. The **Subdivider** acknowledges and agrees not to call on the County or involve the County in any way in the dispute, and in accordance with this indemnity will pay any and all legal costs incurred by the County should the County be involved and/or made party to the dispute. Until such time as the dispute is resolved by means of an order, judgment, arbitration decision, settlement, or otherwise, and proof of such resolution has been provided to the satisfaction of the County's Legal and Enforcement Services and Corporate Counsel, the **Subdivider** shall be solely responsible for maintaining the Claimant's temporary water supply, in accordance with Subsection (c).

Until such time as any Claim is resolved, it is the intent hereof that the Claimant shall be supplied with a continuous and uninterrupted supply of water in accordance with and subject to the exceptions set out in Subsection (c), but the terms and provisions herein shall not be construed, nor deemed, to be an admission of liability to any third party for the Claim, by either the **Subdivider** or the County.

In order to secure the performance by the **Subdivider** of all of its obligations related to well interruption Claims, the **Subdivider** hereby agrees that any security posted under Schedule "F" of this Agreement may be used by the County to secure the performance of the **Subdivider's** obligations hereunder and without prejudice of the County by the **Subdivider** and without prejudice to the **Subdivider's** assumption of responsibility for any action which might arise and be taken in order to resolve or settle any Claims or potential Claims. Security herein posted in no way reflects any limitation on the responsibility of the **Subdivider** hereunder.

The County shall at any time and from time to time be entitled to draw on any security posted under this Agreement should the **Subdivider** fail to fulfil its obligations hereunder, or fail to fully indemnify the County as described herein on demand by the County.

The **Subdivider** agrees that if he deems himself aggrieved by any decision of the County made pursuant to this Agreement, the following rules will apply:

- (i) the **Subdivider** will carry out whatever directions the County gives pursuant to written notice;
- (ii) the aggrievement of the **Subdivider** shall be submitted in writing to the County;
- (iii) the County shall review the **Subdivider's** aggrievement and either affirm, reverse or modify the decision;
- (iv) the County shall provide written reasons for the reviewed decision;
- (v) thereafter the **Subdivider** must appeal within fifteen (15) days of receipt of the County's decision in writing to Council;
- (vi) the Council may consider whatever factors it considers relevant in reaching its decision, and its decision shall be final; and
- (vii) if the **Subdivider** does not appeal to Council, the decision of the County is final.

## **DECOMMISSIONING OF WELLS**

26. Prior to release of the **Plan** for registration, the **Subdivider** shall be responsible for the decommissioning of any boreholes drilled on the **Lands** as part of a hydrogeological investigation, or for any other subsurface investigation and for decommissioning any wells located on the **Lands** in accordance with the requirements of the Ontario Water Resources Act and **MOECC** guidelines and for any additional steps as may be required in order to obtain and forward to the **County** a certificate of a licensed Professional Engineer or Certified Well Technologist certifying such decommissioning has been done on the **Lands**.

## **DUST CONTROL**

27. The **Subdivider** agrees to minimize dust on the site by using appropriate dust control measures as may directed by the **County**. Such measures may include, but not limited to, the application of water and the re-vegetation of the pre-graded lands so as to maximize soil stability. If requested by the **County** to do so, the **Subdivider** may be required to file and implement a soil stabilization plan to the satisfaction of the **County** within two (2) days of such a request being made.

## **POWERLINE ROAD WATERMAIN EXTENSION**

28. The **Subdivider** shall lodge with the **County** an Irrevocable Letter of Credit from a chartered bank in substantially the form set out in Schedule "H" hereto, or such other security satisfactory to the **County** guaranteeing payment of at least ONE HUNDRED AND TWENTY-FIVE THOUSAND TWO HUNDRED, (\$125,200.00) DOLLARS for 100% of the cost estimate of construction for the **County** to extend the 400mm diameter watermain along Powerline Road, as shown on the General Grading Plan attached hereto as Schedule "G". The **Subdivider** further agrees to accept and pay the County's invoices for actual costs within the scope of the County's tender to extend the 400mm diameter watermain as part of the Powerline Road Reconstruction Project. The County agrees to release the above noted Irrevocable Letter of Credit once the **Subdivider** has paid in full the **County's** invoices for actual costs to extend the watermain along Powerline Road, as shown on the General Grading Plan attached hereto as Schedule "G".

## **FUTURE DEVELOPMENT BLOCK 80**

29. The **Subdivider** understands that the future development block, depicted as Block 80 on the Plan, prepared by MacAuley, White and Muir Ltd. and dated April 24, 2018 will be utilized as a servicing corridor for the benefit of utilities and municipal infrastructure. It is further understood that the establishment of the easement for this future development block will be provided for in the second Phase of the Mile Hill Development.

**SCHEDULE "G"**

to the

**SUBDIVISION AGREEMENT**  
dated:

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

**MILE HILL DEVELOPMENTS INC.**

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

**OF THE SECOND PART**

**GENERAL GRADING PLAN**

**AND**

**GENERAL SERVICING PLAN**

**LOT GRADING CONTROL PLAN:**

Dwg. No. 6402-2A	Revision 17	Lot Grading Control Plan	December 8, 2015
Dwg. No. 6402-2B	Revision 18	Lot Grading Control Plan	December 29, 2015
Dwg. No. 6402-2C	Revision 15,	Lot Grading Control Plan	September 10, 2015
Dwg. No. 6402-2D	Revision 15,	Lot Grading Control Plan	September 10, 2015
Dwg. No. 6402-8	Revision 15	Lot Grading Details	September 10, 2015

**GENERAL SERVICING PLAN:**

Dwg. No. 6402-3	Revision 15	General Servicing Plan	September 10, 2015
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The original Lot Grading Control Plan and General Servicing Plan can be viewed at the County of Brant via an appointment with the Clerks, Legal, or Information Services Departments, located at 26 Park Avenue, Burford ON N0E 1A0 or the Development Services Department at 66 Grand River Street North, Paris ON N3L 2M2.

**SCHEDULE "H"**

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

**IRREVOCABLE COMMERCIAL LETTERS OF CREDIT**

Letter of Credit No. 20\_\_ - \_\_\_\_ (Works for Phase 1 of the 79 lot subdivision known as the Mile Hill Subdivision)

To: The Corporation of the County of Brant

Pursuant to the request of our customer, **MILE HILL DEVELOPMENTS INC.** the \_\_\_\_\_ at, \_\_\_\_\_, Ontario\_\_\_\_, hereby establishes in your favour an irrevocable letter of credit for any sum or sums not exceeding the total of \$1,340,700.00 DOLLARS for the Works (i.e. LC 20\_\_ - \_\_\_\_ ) which may be drawn on at sight by you in whole or in part at any time and from time to time by written demand for payment at the branch named above which demand we shall honour without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our said customer.

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

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

in respect to the whole or some of our customer's obligations under the Subdivision Agreement between our customer and you dated \_\_\_\_\_, 2018.

The amount of this Letter of Credit will be reduced from time to time to such amount as the Clerk of the County may advise in writing.

This Letter of Credit will continue up to and including the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ subject to the condition hereinafter set forth.

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

DATED at Paris, Ontario, this \_\_\_\_ day of \_\_\_\_\_,



**SCHEDULE "J"**

to the

**SUBDIVISION AGREEMENT**  
dated:

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

**MILE HILL DEVELOPMENTS INC.**

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

**OF THE SECOND PART**

**STORM WATER OUTLET**

Storm Water Outlet Plans:

Dwg. No. N/A	Rev. 3 Title Page	October 4, 2017
Dwg. No. C100	Rev. 3 Existing Conditions & Removals Plan	October 4, 2017
Dwg. No. C200	Rev. 3 Overall Plan	October 4, 2017
Dwg. No. C201	Rev. 3 Gurney Outlet PP Sta. 0+300 to Sta. 0+160	October 4, 2017
Dwg. No. C202	Rev. 3 Gurney Outlet PP Sta. 0+160 to Sta. 0+320	October 4, 2017
Dwg. No. C203	Rev. 3 Gurney Outlet PP Sta. 0+320 to Sta. 0+480	October 4, 2017
Dwg. No. C204	Rev. 3 Gurney Outlet PP Sta. 0+480 to Sta. 0+640	October 4, 2017
Dwg. No. C205	Rev. 3 Gurney Outlet PP Sta. 0+640 to Sta. 0+800	October 4, 2017
Dwg. No. C206	Rev. 3 Gurney Outlet PP Sta. 0+800 to Sta. 0+960	October 4, 2017
Dwg. No. C207	Rev. 3 Gurney Outlet PP Sta. 0+960 to Sta. 1+120	October 4, 2017
Dwg. No. C208	Rev. 3 Gurney Outlet PP Sta. 1+040 to Sta. 1+163	October 4, 2017
Dwg. No. C300	Rev. 3 Gurney Regional SWM Facility Plan	October 4, 2017
Dwg. No. C301	Rev. 3 Cross-Section To Grand River	October 4, 2017
Dwg. No. C302	Rev. 3 Infiltration Basin & French Drain Details	October 4, 2017
Dwg. No. C303	Rev. 3 Cross-Section Of Berm	October 4, 2017
Dwg. No. C400	Rev. 3 Channel Details & Construction Notes	October 4, 2017
Dwg. No. C401	Rev. 3 Channel Details & Typical Cross-Sections	October 4, 2017
Dwg. No. C402	Rev. 3 Channel Details & Pottruff Culvert Outlet	October 4, 2017
Dwg. No. C500	Rev. 3 Overall ESC Plan	October 4, 2017
Dwg. No. C501	Rev. 3 ESC Plan Sta. 0+000 to Sta. 0+660	October 4, 2017
Dwg. No. C502	Rev. 3 ESC Plan Sta. 0+660 to Sta. 1+163	October 4, 2017

Dwg. No. C503	Rev. 3 ESC Plan West Pond Section	October 4, 2017
Dwg. No. C504	Rev. 3 ESC Plan East Pond Section	October 4, 2017
Dwg. No. C505	Rev. 3 ESC Plan Details And Notes	October 4, 2017
Dwg. No. C506	Rev. 3 Schematic Construction Staging Plan	October 4, 2017
Dwg. No. C600	Rev. 3 Horizontal Control Plan Sta. 0+000 to Sta. 0+620	October 4, 2017
Dwg. No. C601	Rev. 3 Horizontal Control Plan Sta. 0+620 to Sta. 1+163	October 4, 2017

The original Storm Water Outlet Plans can be viewed at the County of Brant via an appointment with the Clerks, Legal, or Information Services Departments, located at 26 Park Avenue, Burford ON N0E 1A0 or the Development Services Department at 66 Grand River Street North, Paris ON N3L 2M2.

**SCHEDULE "K"**

to the

SUBDIVISION AGREEMENT  
dated:

B E T W E E N:

**MILE HILL DEVELOPMENTS INC.**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**

OF THE SECOND PART

**UNAUTHORIZED WORKS**

Notwithstanding the conditions as described in paragraph 16 of this Agreement, the **Subdivider** without approval from the **County**, has already constructed or installed the following **Unauthorized Works**:

- All topsoil stripping and earth excavation and pre-grading of lots for Phases 1 and 2 of the Draft Plan.
- All sanitary sewers, services and related appurtenances for Phase 1 of the Draft Plan.
- All storm sewers, services and related appurtenances for Phase 1 of the Draft Plan, including within Block 81 (Park) and Block 82 (SWM Facility).
- All watermains, services and related appurtenances for Phase 1 of the Draft Plan (excluding connections to the Paris Water Supply System located on Rest Acres Road and Powerline Road).
- All earth excavation and grading to design elevations within Block 82 (SWM Facility) and construction of prescribed works including rip rap, clear stone, geotextiles, top soil, seeding and granular access road (excluding hot mix asphalt for the access road and landscaping of the SWM Facility).
- All road works including Granular B, Granular A, base course asphalt and curb and gutter within Phase 1 of the Draft Plan (excluding road works connecting Edgar Place (Block 107) to Rest Acres Road and Tom Brown Drive and Whiting Drive to Powerline Road).
- All electrical distribution systems including streetlights (excluding connection to existing electrical distribution system on Rest Acres Road and Powerline Road).
- All Bell Canada and CATV distribution systems within Phase 1 of the Draft Plan (excluding connection to the existing Bell Canada and CATV distribution systems on Rest Acres Road and Powerline Road).