

Schedule "A"

to By-law 78-2020

(Lakesh

THIS AGREEMENT made this 28th day

BETWEEN:

- (a) "Agreement" means this subdivision agreement;
- (b) "Approval" means draft plan approval under the *Planning Act*;
- (c) "Development Manual" means Lakeshore's Development Manual published on its website, as may be amended from time to time;
- (d) "Engineer" means the Owner's consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
- (e) "Final Approval" means approval for the final plan of subdivision under the Planning Act;
- (f) "*Planning Act*" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;
- (g) "Works" means all services to be constructed pursuant to this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore.

Lands Affected

- 1.2 This Agreement applies to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

Scope

- 1.3 This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.

GENERAL CONDITIONS

Cost of Works

- 2.1 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

Consulting Engineer

- 2.2 The Owner shall employ, at its sole expense, a Professional Engineer registered under the *Professional Engineers' Act* of Ontario (hereinafter called the "Engineer"). The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all necessary engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Development Manual. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with the Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and

provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Development Manual prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, engineering drawings for the Works;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.

Lakeshore's Review and Inspection

2.3 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:

- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
- b) supervising and inspecting the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

Contractor for Construction of Works

2.4 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not be unreasonably withheld. The contract(s) shall provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should Lakeshore be of the opinion that any construction is being undertaken contrary to the provisions of this Agreement or the Development Manual or that may result in the Works, or any part thereof, being unsatisfactory to Lakeshore.

Approval of Plans

2.5 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications

shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, Conservation and Parks, ERCA and any other government approvals have been received.

Prior to Commencement of Construction

- 2.6 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force and Lakeshore providing the aforementioned written consent shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the this Agreement and the Development Manual and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute and sole discretion require.

Installation

- 2.7 The Works shall be constructed and/or installed in accordance with the plans and specifications approved pursuant to section 2.5, above, the Development Manual, this Agreement and all applicable law.

Inspection of Work

- 2.8 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner.

Sewer Video Inspection Program

- 2.9 The Owner covenants and agrees to:
- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Division Leader of Engineering & Infrastructure Services prior to the video inspection being undertaken;
 - (b) provide Lakeshore with video and written reports in a format as specified by Lakeshore;
 - (c) carry out the video inspection:
 - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
 - ii. prior to Assumption of the applicable works; and
 - iii. at any other time if required by Lakeshore's Division Leader of Engineering & Infrastructure Services.
 - (d) remove all silt and debris from storm and sanitary sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the written report or as may be identified by Lakeshore during its review of the video.

Specifications and Materials

- 2.10 All work or detail required for the completion of the Works shall adhere to the Development Manual.
- 2.11 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this Agreement and in accordance with the Development Manual and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.
- 2.12 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Development Manual.
- 2.13 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.12. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

Right-of-Way Damage

- 2.14 The Owner agrees to repair or reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, sewer cleanouts, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

Damage to Pavement

- 2.15 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

Dirt and Debris

- 2.16 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.
- (b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.16(a), above. Should the Owner fail to comply with the requirements of section 2.16(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

Topsoil

- 2.17 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and

agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

Specific Requirements

2.18 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

Taxes Etc.

2.19 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

Municipal Street Numbers

2.20 The Owner shall request from Lakeshore allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.

School Board Issues

2.21 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a guarantee of its future availability and bussing may be required due to future circumstances."

Canada Post Issues

2.22 The Owner hereby acknowledges that Canada Post will be providing mail service by way of community mailboxes and agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"Canada Post will be providing mail service to these lands by way of a community mailbox. A notice concerning the location of the community mailbox serving your home will be posted at a prominent location within the development of which these lands are a part."

Development Charges

2.23 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore's Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

NOTE: The Municipality of Lakeshore has passed a by-law under the *Development Charges Act, 1997* that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore's development charges by-law is not registered on title

but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at www.lakeshore.ca.

Costs

- 2.24 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Plan of Subdivision and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for the approval of a Plan of Subdivision is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand.

Applicable Laws

- 2.25 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by Lakeshore if at any time Lakeshore considers that any situation or condition is unsafe, damaging to the Environment, or contrary to the provisions of any applicable laws, above. If the Owner fails to comply with such direction, Lakeshore may take a action to remedy the situation at the expense of the Owner and in this regard Lakeshore shall also be entitled to draw upon any security filed by the Owner under this Agreement in order to recover its costs incurred in this regard.
- 2.26 The Owner shall immediately advise Lakeshore and the Ministry of Environment, Conservation and Parks should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment, Conservation and Parks.

SPECIFIC WORKS

Sewers

- 3.1 The Owner agrees to construct a complete sanitary and storm sewer system or systems, including private sanitary and storm connections to the lot lines as well as catch basins, leads and sub-drains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Development Manual. No construction of the above-mentioned systems shall take place without the necessary approvals issued by the Ministry of Environment, Conservation and Parks.

- 3.2 Lakeshore agrees to allocate sanitary sewage treatment capacity for the Plan of Subdivision to a maximum of ninety-two (92) single detached residential dwellings. The Owner acknowledges and agrees that Lakeshore may, in its sole discretion, withdraw the aforementioned treatment capacity allocation and redirect it if the Owner fails to complete the Works, in accordance with the terms and conditions of this Agreement, within two years of the execution of this agreement.
- 3.3 That the Owner agrees that Lakeshore shall not be obligated to provide any additional sanitary treatment capacity at Denis St. Pierre Pollution Control Plant beyond Lakeshore New Centre Estates 3B, until such time as the plant expansion has been completed and additional treatment capacity is available. The Owner further acknowledges that in order to proceed with any future phases of Lakeshore New Centre Estates, that written confirmation shall be obtained from Lakeshore confirming that additional sanitary treatment capacity is available.

Watermains

- 3.4 The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots on the Plan of Subdivision in accordance to designs approved by Lakeshore and in accordance with the Development Manual. No construction of the above-mentioned water mains shall take place without the necessary approvals from the Ministry of Environment, Conservation and Parks or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of Environment, Conservation and Parks "Form 1 – Record of Watermains Authorized as a Future Expansion" completed and submitted by the Engineer.

Conservation Authority Requirements

- 3.5 If the Subject Lands are within an area regulated by the Essex Region Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Essex Region Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule "C" attached hereto and forming part of this Agreement.

Electrical Services & Utilities

- 3.6 The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots and a street lighting system all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.7 The Owner agrees to co-ordinate the underground installation of any telecommunications cables, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.
- 3.8 The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

Roadways, Curbs and Gutters

- 3.9 The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Development Manual.

Noise and Vibration

- 3.10 The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

Drainage

- 3.11 The Owner agrees to:
- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Plan of Subdivision;
 - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of Environment, Conservation and Parks and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements that were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
 - (c) the stormwater management works associated with this plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.12 The Owner shall require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.
- 3.13 The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Essex Region Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.

Tree Planting

- 3.14 The Owner agrees to provide Lakeshore with a deposit of \$450.00 per tree for the 92 trees required for the Plan of Subdivision for a total sum of \$41,400.00, which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said deposit has been provided and Lakeshore's tree planting tender for the year has been awarded. The Developer is responsible for payment of the tendered amount in excess of the deposit. In accordance with the Development Manual, the number of trees to be planted shall be determined as follows:
- (a) Single Family Residential Lots: 1-60mm caliper tree per lot;
 - (b) Semi-detached Residential Lots: 1-60mm caliper tree per unit; and
 - (c) Townhouse Residential Lots: 3-60mm caliper trees per 4 units.

Parkland Dedication

- 3.15 The Owner agrees to provide cash on a per unit basis, in lieu of dedicating land to Lakeshore for parkland purposes, at the time of building permit issuance as set out in Schedules “C” and “E”.

Boulevards

- 3.16 The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

Temporary Access Road

- 3.17 In the event a temporary access road is deemed necessary by Lakeshore for the orderly management of construction and/or to minimize the impact of construction traffic on public streets and neighbouring lands, Lakeshore shall determine the location of such temporary access road, taking into account the recommendations of the Owner, and the Owner shall provide, maintain and ultimately remove such temporary access road.

Parking during Lot Servicing

- 3.18 The Owner shall ensure that, for the duration of construction, all parking necessary for construction and trades during the servicing of the Plan of Subdivision shall be provided wholly on the Subject Lands and not on Public Streets outside of the limits of the Plan of Subdivision.

Fire Protection

- 3.19 The Owner shall maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction and shall ensure the availability of a water supply for firefighting purposes that is adequate, accessible and operational at all times.

REQUIRED CONVEYANCES

- 4.1 The Owner shall, gratuitously and free of encumbrance, dedicate as public highways all road allowances shown on the Plan of Subdivision and shall name all such road allowances in a manner satisfactory to Lakeshore.
- 4.2 The Owner shall convey, without cost and free of all encumbrances, all 0.3 metre reserves shown on the Plan of Subdivision to Lakeshore.
- 4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Act, 2001* and O.Reg. 586/06, both as amended.
- 4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, the applicable telecommunications, cable TV and internet service provider(s), any natural gas supplier and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable tv, internet access, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility provider, and at the expense of the Owner.

- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan of Subdivision that contain, or will contain, the storm water management works.
- 4.6 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5 shall be completed immediately upon the final approval and registration of the Plan of Subdivision.

ACCEPTANCE OF WORKS

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.
- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.9 and test results of the material testing company referred to in paragraph 2.12 and 2.13 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.2 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Development Manual.
- 5.4 Within Forty-five (45) days after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.
- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Development Manual.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.
- 5.8 The Division Leader of Engineering & Infrastructure Services at their sole discretion may delay the final coat of asphalt to be placed, no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.

MAINTENANCE PERIOD AND SECURITY

- 6.1 The maintenance period shall run a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire before the final surface asphalt has been completed. During

this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore, an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.

- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

ASSUMPTION OF PLAN OF SUBDIVISION

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.9, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Division Leader of Engineering and Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Divisional Leader of Engineering & Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.
- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Divisional Leader of Engineering & Infrastructure Services to complete the report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law Assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed. The Owner further agrees that Lakeshore shall not be obligated to return the maintenance security for Surface Asphalt & Sidewalk until Lakeshore Council passes the assumption by-law assuming the Works.

INDEMNITIES AND INSURANCE

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.

8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Lien Act*, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.

BUILDING PERMITS

9.1 The Owner agrees:

- (a) not to apply for any building permit and that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has accepted the Works in accordance with the requirements of this Agreement;
- (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten percent (rounded upward) of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:
 - i. the base coat of asphalt and curb has been installed, to the satisfaction of the Division Leader of Engineering & Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
 - ii. all works necessary to meet the Railway requirements have been installed if the model home is within 300 metres of a Railway right-of-way;
 - iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
 - iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
 - v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
 - vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

PERFORMANCE SECURITIES

10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit as security for the Owner's performance of its obligations under this agreement. The said letter of credit shall be in a form acceptable to Lakeshore and shall be in an amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner's Consulting Engineer shall provide an estimate of the value of the

Works that, subject to the Lakeshore's right to verify and approve the said estimate, shall be used to establish the amount of the securities.

10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.

10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

ADMINISTRATION

Registration of Plan

11.1 The Owner covenants and agrees to register the Plan of Subdivision as soon as possible upon receiving Final Approval.

Notices

11.2 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Lakeshore New Centre Estates Ltd.
Attn: Velma Meconi
701 Old Tecumseh Road
Belle River ON N0R 1A0

Facsimile: (519) 979-1759

or such other address or facsimile number of which the Owner has notified Lakeshore's Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

(b) If any notice is required to be given by the Owner to Lakeshore with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Municipality of Lakeshore
Attention: Clerk
419 Notre Dame,
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530

or such other address or facsimile number of which Lakeshore has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

Registration of Agreement

11.3 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered upon title to the Subject Lands prior to the registration of the Plan of Subdivision. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

Postponement and Subordination

- 11.4 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

Enforcement

- 11.5 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
- 11.6 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied.
- 11.7 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within two year of the date of execution of this Agreement, or, having commenced the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Development Manual and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

Time Limit for Completion

- 11.8 If the Works are not completed within three (3) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The

refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion.

Other Applicable Laws

- 11.9 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body that may have jurisdiction over the Subject Lands.

Interpretation of Agreement

- 11.10 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

Waiver

- 11.11 Lakeshore's failure at any time to require the Owner's performance of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall Lakeshore's waiver of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Lakeshore shall specifically retain its rights at law to enforce this Agreement.

Lakeshore as Agent of Owner

- 11.12 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

Governing Law

- 11.13 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

Successors & Assigns

11.14 It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Subject Lands.

Recitals

11.15 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

List of Schedules

12.1 The following schedules are attached hereto and form part of this Agreement:

- SCHEDULE "A": Subject Lands
- SCHEDULE "B": Plan of Subdivision
- SCHEDULE "C": Specific Requirements
- SCHEDULE "D": Summary of Required Financial Payments, Guarantees and Insurance
- SCHEDULE "E": Summary of Required Conveyances
- SCHEDULE "F": Phasing Plan

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures or their corporate seals duly attested by the hands of their proper signing officers duly authorized in that behalf as the case may be.

SIGNED, SEALED AND DELIVERED

)

)

) **LAKESHORE NEW CENTRE ESTATES LTD.**

)

) per:_____

) Velma Meconi, President

) I have authority to bind the Corporation

)

)

)

) **MUNICIPALITY OF LAKESHORE**

)

) per:_____

) Tom Bain, Mayor

)

) per:_____

) Kristen Newman,

) Corporate Leader - Strategic and Legal Affairs (Clerk)

)

) We have authority to bind the Corporation

SCHEDULE "A"

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

Subject Lands

LAKESHORE RANGE PT LOT 3 RP

12R20375 PT PART 5 RP

12R21170 PT PART 125

PIN: 750311454

PIN: 750311452

SCHEDULE "C"

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

Specific Requirements

Storm Water Management

- C.1 Th final stormwater management plan for the servicing of the Plan shall contain an engineering analysis that determines the effect of increased runoff due to the development of the Subject Lands and identifies the stormwater management measures as necessary to control any increases in flows in downstream water courses, up to and including the 1:100 year design storm, to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore.

The Owner agrees to implement the final stormwater management plan to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore.

- C.2 The Owner agrees to submit to Lakeshore for approval and, once approved implement a temporary drainage plan that ensures the drainage of surrounding lands and the Subject Lands are not adversely affected by impacted by storm water prior to final storm water measures being implemented.

Grading

- C.3 The owner agrees to topsoil, grade and seed all disrupted lands within the Plan of Subdivision, excluding building lots, to the satisfaction of Lakeshore, which includes, without limitation, the boulevard located on Oakwood Avenue and the noise berm.

Phasing

- C.4 The Development will be developed in four phases, Phases 3A, 3B, 3C and 3D as depicted in Schedule "F", attached to this Agreement. This Agreement applies to Phase 3B only, as depicted in the draft M-Plan attached to this Agreement as schedule "B". Subsequent phases shall require separate agreements before proceeding.

Railway Noise Mitigation

- C.5 The Owner agrees to mitigate railway noise impacts on the Development by complying with the conclusions, recommendations and commitments contained in the report entitled "Environmental Noise Assessment, Lakeshore New Centre Estates, Phase 3, Town of Lakeshore" prepared by Valcoustics Canada Ltd. dated September 13, 2006 and further updated in a memorandum entitled "Lakeshore New Centre Estates Phase 3 – Noise Review" dated January 24, 2019 prepared by Aecom Canada Ltd. Without limiting the generality of the foregoing, the Owner shall:
- construct and maintain a 1.83 metre high fence constructed of galvanized chain link on the Subject Lands along the common property line between the Subject Lands and the lands owned by the Canadian Pacific Railway;

- cause restrictive covenants to be placed on title to Lots 22 to 49, both inclusive, preventing future owners from tampering with or altering the noise attenuation berm in any manner that would adversely affect its noise attenuation function and requiring those owners to maintain the 1.83 metre high galvanized chain link fence at their expense;

For clarity, the Owner shall comply with this clause not only for the Subject Lands but for the entire Development as part of previous phase, Phase 3A, of the Development.

The Owner agrees that any proposed alteration to the existing drainage pattern affecting Canadian Pacific Railway property must receive prior written concurrence from the Railway and be substantiated by a drainage report to be reviewed by the Railway.

- C.6 The Owner agrees to place the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease for each dwelling on the Subject Lands:

“Warning: Canadian Pacific Railway Company (CPR) or its assigns or successors in interest has or have rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living Environment, of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CPR will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

(.3) Metre Reserve Conveyance

- C.7 The Owner agrees that open ends and sides of all road allowances shall terminate in 0.30 metre reserves and to, gratuitously and free of encumbrance, convey all such 0.30 metre reserves to Lakeshore.

Sidewalks

- C.8 The Owner agrees to construct sidewalks in the Development in compliance with the criteria contained in the Development Manual and to Lakeshore’s satisfaction. In accordance with section 5.2 of the Development Manual, the sidewalks shall be constructed at the same time as roads and underground services unless Lakeshore requests a delay in the construction of sidewalks based on the level of building activity and/or to allow for the consolidation of utility trenches as determined by Lakeshore’s Divisional Leader of Engineering & Infrastructure Services.

Subdivision Map

- C.9 The Owner shall post a subdivision map along Oakwood Avenue at the limits of each phase or as determined by Lakeshore’s Divisional Leader of Engineering & Infrastructure Services. The subdivision map is to be colored and drawn to show the lot layout for the Plan of Subdivision as well as the proposed land uses and adjacent land uses, external and internal roadways, community mailbox locations, pedestrian walkways and sidewalks and all prominent natural features. The said subdivision map shall include a legend and an arrow indicating the north direction.

Environmental Impact Assessment

- C.10 The Owner agrees to implement the recommendations contained in the Lakeshore NewCentre Estates Ecology Background Review prepared by AECOM Canada Ltd. dated October 30, 2017 to the satisfaction of Lakeshore and the Essex Region Conservation Authority. Further, as a pre-condition of Lakeshore accepting the Works pursuant to Section 5.7, the Owner shall prepare and submit a post-construction report from the appropriate qualified professional certifying that the mitigations measures and recommendations contained in the aforementioned Ecological Background Review has been fully implemented.

Construction Management

- C.11 The Owner agrees to submit, prior to the commencement of the construction of services, a construction management plan addressing, among other things, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls, for Lakeshore's approval and to implement the measures contained in such approved plan.

Fencing

- C.12 The Owner agrees to submit detailed plans with the required engineering submission and/or landscape submission that includes, but is not necessarily limited to, the location of all fencing for all lots in the Development immediately adjacent to Oakwood Avenue, more specifically lots 1, 54, 55 and 92. All fencing will be on private lands and be completed in accordance to with approved plans and the Development Manual.

Landscape Plan

- C.13 The Owner agrees to submit a landscape plan for the Development prepared by a qualified professional for the boulevard on the south side of Oakwood Avenue fronting the Development. The landscape plan shall show the proposed multi-use pathway, any streetscape improvements.

SCHEDULE "D"

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

Summary of Required Financial Payments, Guarantees and Insurance

OBLIGATION	AMOUNT	METHOD	DUE DATE
Performance Guarantee	50% of Value of Works	Letter of Credit	Prior to start of Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to start of Construction
Lakeshore's Costs Including, Engineering, Planning, Legal Fees	As Per Tariff of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	Phase 3B \$41,400.00	Certified Cheque / Bank Draft	Prior to commencing construction
Cash-in-Lieu of Parkland	\$1,200.00 per unit	Certified Cheque / Bank Draft	Time of Building Permit
Maintenance Guarantee	25% of Value of Works	Letter of Credit	Acceptance of Services by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to start of Construction

* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.

SCHEDULE "E"

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

Summary of Required Conveyances

Lands to be Conveyed:

0.3m strip at the east end of Campana Crescent at the border of Phase 3D.

Easements to be Conveyed: None.

