

THIS AGREEMENT made in quadruplicate this day of , 2024.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
(hereinafter called the "Municipality")

Party of the FIRST PART

- and -

2852243 ONTARIO INC.
(hereinafter called the "Owner")

Party of the SECOND PART

-and-

ROSE MARIE AUGUSTA DE SCHEPPER
(hereinafter called the "Mortgagee")

Party of the THIRD PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" hereto and are hereinafter called "the Subdivision Lands";

AND WHEREAS the Owner warrants that it is the sole owner of the Subdivision Lands subject to the interest of the Mortgagee;

AND WHEREAS the Owner has received from the County of Northumberland as Approval Authority (hereinafter called the "County") draft approval of a plan of subdivision for a total of 119 Residential lots for detached units, 16 residential Lots for semi-detached units, 7 blocks for 29 townhouse units, and one block for 48 apartment units [County file No. D12-CR1702- Eastfields Subdivision, Colborne](hereinafter called the "Draft Approved Lands");

AND WHEREAS in this Agreement, "Municipal Engineer" means the Engineering representative appointed from time to time by the Municipality;

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

CERTIFICATION OF OWNERSHIP AND ENCUMBRANCES

1. The Owner shall, at the time of execution of this Agreement by the Owner and again upon registration of the Plan of Subdivision, provide the Municipality with a letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subdivision Lands, that the Mortgagee holds the only outstanding charge or mortgage and that there are no charges or other encumbrances of the Subdivision Lands.

PLAN OF SUBDIVISION

2. The Owner warrants and covenants that the plan of subdivision attached hereto as Schedule "B" (herein called "the Plan") has been prepared for the Subdivision Lands by a registered Ontario Land Surveyor and has been given draft approval by the County and all approved amendments to the draft Plan have been shown thereon. At the time of registration of this Agreement, Schedule "B" shall be replaced by a written description of the Subdivision Lands referring to all lots, blocks, streets, etc. described in accordance with the Plan as registered.

SCHEDULES TO AGREEMENT

3. The following Schedules which are attached hereto together with all provisions contained therein are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

Schedule "A" -	Legal Description of Subdivision Lands
Schedule "B" -	Plan of Subdivision
Schedule "C" -	Approved Engineering Design Drawings
Schedule "D" -	Easements to be conveyed
Schedule "E" -	Lands to be conveyed including Parkland
Schedule "F" -	Works
Schedule "G" -	Utilities
Schedule "H" -	Owner's Engineer's Duties
Schedule "I" -	Engineering Standards
Schedule "J" -	Works Cost Estimate
Schedule "K" -	Regulations for Construction
Schedule "L" -	Form of Letter of Credit
Schedule "M" -	Insurance

The original drawings for the above-noted Schedules are available at the municipal offices for inspection during regular business hours.

GRANTS OF EASEMENTS

4. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver to the Municipality the grants of easements set out in Schedule "D" hereto, free and clear of all mortgages, liens, charges and encumbrances. If, subsequent to the registration of the Plan, further easements are required for access, utilities or drainage, the Owner agrees to grant such easements forthwith upon demand at no expense to the Municipality.

PARKLAND

5. The Parties hereto acknowledge the dedication of parkland described in Schedule "E" hereto, is the required dedication for the entire Draft Approved Lands pursuant to the provisions of the Planning Act, RSO 1990, c.P.13 as amended from time to time.

CONVEYANCE OF ROAD WIDENING AND OTHER LANDS

6. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver to the Municipality transfers sufficient to vest in the Municipality absolute title in fee simple, free and clear of all mortgages, liens, charges, encumbrances and/or easements, for the lands described in Schedule "E" hereto.

PREPARATION AND REGISTRATION OF DOCUMENTS

7. All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense and shall be approved by the Municipality's solicitor prior to execution and registration. The registered number of the Plan shall be left blank in the description in each document to be registered so that such number may be inserted after the Plan has been registered.

WORKS REQUIRED

8. The Owner shall be responsible, at its own expense, for the design, construction, installation and maintenance of the works, services and facilities generally described in Schedule "F" hereto and hereinafter called the "Works".

UTILITIES REQUIRED

9. The Owner shall be responsible, at its own expense, for making design and installation arrangements with the Municipality or utility company having jurisdiction for the services and facilities generally described in Schedule "G" hereto and hereinafter called the "Utilities". The Municipality shall not be responsible for any costs of Utilities required for the Subdivision Lands.

OWNER'S ENGINEER

10. The Owner shall retain a Professional Engineer, or firm of Professional Engineers, registered by and in good standing with the Professional Engineers of Ontario (possessing a current Certificate of Authorization issued by the said Association) and hereinafter called the "Owner's Engineer", for the purposes as set out in Schedule "H" hereto and for the other purposes required by this Agreement. The Owner agrees to continue to retain the services of a Professional Engineer until the Works and Utilities provided for in this Agreement have been completed and accepted by the Municipality.

DESIGN OF WORKS AND UTILITIES

11. The Owner agrees that the design and installation of all of the Works and Utilities shall strictly comply with the requirements of the Municipal Engineer and the provisions of Schedule "I" to this Agreement.

PHASING OF WORKS AND UTILITIES

12. The Owner has requested that the Works and Utilities within the Plan be constructed in 4 phases and the Municipality hereby consents to that request on the basis herein described. The first phase of the development (hereinafter called "Phase 1A") shall consist of the works associated with Lots 1-59 inclusive, blocks 60-70 inclusive and Street A, Street B, Street C, Street D, and Street F. A separate agreement will be required for the Works to be completed in each future Phase.

APPROVED ENGINEERING DESIGN DRAWINGS

13. The Owner shall, prior to the execution of this Agreement, have the written approval of the Municipal Engineer for all drawings of all of the Works and Utilities hereinafter called the "Approved Engineering Design Drawings" which are appended hereto as Schedule "C" or described therein. If, in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within eighteen (18) months of the date of the execution of this Agreement, the Approved Engineering Design Drawings shall be resubmitted to the Municipal Engineer for review and, if necessary, revision and further approval.

The Municipal Engineer may require the Owner's Engineer to provide supplemental plans and/or specifications where, in the course of construction, an absence of detail in the plans and/or specifications appears and/or where unforeseen circumstances arise. The said supplemental plans and/or specifications shall be subject to the approval of the Municipal Engineer upon such approval being obtained, the Owner covenants to strictly comply with such supplemental plans and/or specifications.

The approval of the Approved Engineering Design Drawings by the Municipal Engineer shall not absolve the Owner of the responsibility for all errors and/or omissions with respect to such Drawings.

APPROVAL OF GRADING AND DRAINAGE PLAN/EROSION CONTROL

14. The Owner shall, prior to the execution of this Agreement by the Municipality, obtain the written approval of the Municipal Engineer and the Lower Trent Region Conservation Authority (hereinafter referred to as the "LTCA") for a plan, hereinafter called the "Grading and Drainage Plan", attached hereto and forming part of the Approved Engineering Design Drawings.

The said Grading and Drainage Plan shall provide for the proper drainage of the Subdivision Lands and the drainage of all adjacent lands which drain through the Subdivision Lands. Until the Works identified on the Approved Engineering Plans have been expressly assumed by the Municipality as part of the Municipal Road system, the Owner shall provide adequate drainage of the surface water from the Subdivision Lands. The Owner shall construct all services in such a manner that no damage shall result by reason of the drainage therefrom or in connection therewith to persons or to adjacent lands. In the event that drainage problems occur prior to the formal acceptance of the Works and Utilities by the Municipality, the Owner agrees to correct, at its sole expense, the drainage problems by such re-grading and/or construction of swales or other appurtenances as may be necessary in the opinion of the Municipal Engineer, acting reasonably.

If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within eighteen (18) months of the date of execution

of this Agreement, the Grading and Drainage Plan shall be re-submitted to the Municipal Engineer for review and, if necessary, revision and further approval.

The Owner shall upon request of the Municipal Engineer, take such erosion control measures in addition to the Works approved on the erosion control plans and construct such erosion control works as the Municipal Engineer may in writing direct.

LOT GRADING AND DRAINAGE

15. All lots and blocks within the Plan shall be graded, at no expense to the Municipality, to drain in accordance with the Grading and Drainage Plan and the provisions of this Agreement.

No person shall change the grade of any lot or block on the Plan contrary to the provisions of this Agreement without the prior written approval of the Municipal Engineer. The Owner shall advise all purchasers of every lot or block on the Plan of the existence of the Grading and Drainage Plan.

The Owner covenants and agrees that all Agreements of Purchase and Sale for every lot and block within the Subdivision Lands shall contain the following clause, which clause shall be registered as a restrictive covenant on title with the express intent that it shall be a covenant running with the lands for the benefit of all other lands within the Subdivision Lands:

"The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the grading of the lands described herein nor interfere with any drains or drainage features established on the said lands, except in accordance with the approved Grading and Drainage Plan, without the prior written consent of the Municipality."

The Owner acknowledges and agrees that prior to the issuance of a Certificate of Assumption by the Municipality for the Subdivision Lands, the Owner shall, at its sole expense, be responsible for the drainage of all lots and blocks within the Plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner and/or the Municipality to enter on such lands and to undertake modifications to the surface drainage features of the said lots or blocks in accordance with the provisions of this Agreement or for the purpose of correcting any grading and drainage problems relative to the development of the Subdivision Lands.

The Municipality agrees that any revisions made to the grading of a lot or block which affects the drainage of such lot or block or other lands after the occupancy of the dwelling unit constructed on such lot or block and after the Owner has completed the grading of such lots or blocks to the satisfaction of the Municipality, shall not be the responsibility of the Owner but shall be the responsibility of the then owner of such lot or block.

All building construction within the Subdivision Lands shall be in conformity with the elevation and spot levels shown on the Grading and Drainage Plan approved by the Municipality.

Upon completion of the grading works, the Owner shall deliver to the Municipality a plan showing as-constructed elevations and grades for all major swales and shall deliver a certificate signed by a professional engineer or Ontario Land Surveyor certifying that the grading works have been completed in accordance with the approved plans. If satisfied with same, the Municipality shall issue a Certificate of Grading Conformity.

No building permit will be issued for any lot or block within the Plan until a Certificate of Grading Conformity has been issued and until an individual drainage plan for such lot or block has been submitted to the Municipality showing the proposed final grade elevation, the building location and the immediate points of grade change, all of which must be in conformity with the Grading and Drainage Plan and related road grades.

No person shall place or cause or permit to be placed any obstruction whatsoever within the Subdivision Lands or any part thereof which interferes with the drainage of the Subdivision Lands or any part thereof as contemplated by the Grading and Drainage Plan unless the prior written approval of the Municipality is obtained.

APPROVAL OF SCHEDULE OF WORK

16. The Owner shall, prior to the issuance of any Authorization to Commence Works and Utilities as provided herein, have received the Final Approval of the Municipality, LTCA, and County as required, pursuant to any of the Special Provisions contained in s. 61 of this agreement and the written approval of the Municipal Engineer of a schedule, hereinafter called the "Schedule of Work", which sets out the timing sequence in which the Owner proposes to construct and install all of the Works and Utilities.

COST ESTIMATES

17. The estimated cost of construction and installation of the Phase 1 Works, hereinafter called the "Works Cost Estimate", shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement and shall be included as Schedule "J" to this Agreement.

PERFORMANCE GUARANTEE

18. In order to guarantee that the Works will be constructed and installed in accordance with the provisions of this Agreement, the Owner shall lodge with the Municipality, prior to the execution of this Agreement by the Municipality, a "Performance Guarantee" consisting of an irrevocable bank letter of credit in the amount of One Hundred Percent (100%) of the Off-Site Works Cost Estimate and 50% of the On-Site Works Cost Estimate as shown on Schedule "J" to this Agreement. The form and wording of the Performance Guarantee shall be in the form attached hereto as Schedule "L". The Owner covenants and agrees that the letter of credit shall continue for a minimum term of one (1) year from the date of execution of this Agreement and shall provide that the Letter of Credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.

USE OF PERFORMANCE GUARANTEE

19. If the Owner:

- (a) in any way makes or permits default in the Owner's obligations under this Agreement; or
- (b) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Works and/or Utilities or the other provisions of this Agreement

the Municipality shall give notice of any default or failure to the Owner and if the Owner fails to remedy the default or failure within ten (10) business days of the notice of the default or failure from the Municipality, the Municipality may, in its sole discretion at any time and from time to time, authorize the use of all or any part of the Performance Guarantee to remedy any such default or pay such costs, charges, expenses, premiums, liens or other monies as described herein.

The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

20. The parties hereto hereby agree that if any claim for lien is registered or the Clerk of the Municipality receives a copy of a claim for lien pursuant to the *Construction Act*, R.S.O. 1990, c.C-30, which lien applies in whole or in part to any land that is to be conveyed to the Municipality pursuant to this Agreement, the Municipality shall be entitled to, in addition to any other remedies available to it, use all or any part of the Performance Guarantee (or the Maintenance Guarantee as the case may be) to satisfy any liabilities and obligations of the Municipality that may arise pursuant to the said Act.

INDEMNIFICATION

21. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality jointly and severally, its employees, workmen, agents, consultants and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner undertaking the development of the Subdivision Lands (including without limitation any or all of the Works and Utilities) or any provision or breach of any provision of this Agreement, and relating to any occurrence which happened prior to the issuance of the Certificate of Assumption for all Phases of the subdivision development, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees.

INSURANCE

22. The Owner covenants and agrees to maintain insurance in accordance with the provisions of Schedule "M" of this Agreement at least until a Certificate of Assumption is issued for all Phases of the subdivision development.

The Owner shall provide to the Municipality, prior to the execution of this Agreement, a certified copy of the policy or policies of insurance in accordance with the provisions of Schedule "M" of this Agreement and shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants at its own expense, to obtain prior to the execution of this Agreement by the Municipality a letter from the Owner's insurance company(ies) addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule "M" of this Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner's insurance company(ies).

APPROVAL OF CONTRACTORS/INSPECTION OF WORKS

23. The Municipal Engineer or the employees or agents of the Municipality, may, at any time, and from time to time, inspect the work of the Owner and any contractor employed by the Owner pertaining to the Subdivision Lands and shall have the power to stop any such work in the event that the work is being performed in a manner that is not satisfactory to the Municipal Engineer. The Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipal Engineer in his sole and absolute discretion, take all reasonable steps to notify in writing either the Owner or the Owner's Engineer of the situation complained of and to provide a reasonable opportunity to remedy the situation complained of prior to exercising the above-noted power to stop any such work.

REQUIREMENTS FOR AUTHORIZATION TO COMMENCE WORKS AND UTILITIES

24. Any construction or installation of any of the Works and Utilities in the Subdivision without the written permission of the Municipality, referred to herein as an "Authorization to Commence Works and Utilities" is at the sole risk of the Owner. In addition to any other requirements contained herein, no Authorization to Commence Works and Utilities shall be issued for any of the Works and Utilities until:

- (1) the Plan has received final approval from the County or its successor;
and
- (2) the Plan has been registered; and
- (3) the Owner has paid to the Municipality all outstanding charges against the Subdivision Lands; and
- (4) the Owner has conveyed and registered to the Municipality all grants of easements as set out in Schedule "D" hereto; and
- (5) the Owner has conveyed and registered to the Municipality all lands and/or cash as set out in Schedule "E" hereto; and

(6) the Owner has received the approval of the Municipal Engineer for the Approved Engineering Design Drawings as set out in Schedule "C"; and

(7) the Owner has received the approval of the Municipal Engineer for the Schedule of Work; and

(8) the Owner has deposited with the Municipality the Performance Guarantee in approved form; and

(9) the Owner has deposited with the Municipality certified copies of all policies of Insurance in accordance with Schedule "M" hereto; and

(10) the Owner has, at its sole expense, provided and erected signs at each entrance for every road on the Plan measuring at least 1.2 m by 1.8 m reading as follows:

"Road not assumed by Municipality - Use at your own Risk"

The aforesaid signs shall be properly maintained and erected until a Certificate of Assumption is issued in accordance with the provisions of this Agreement.

The Owner hereby acknowledges and agrees that the Owner shall not commence construction or installation of any of the Works and Utilities that is not completed pursuant to a Pre-Servicing Agreement duly authorized and executed by the Municipality and Owner, until it has received an "Authorization to Commence Works and Utilities" from the Municipal Engineer. All approvals and authorizations from the Municipal Engineer shall be in writing.

In addition to the foregoing, the Owner shall notify the Municipal Engineer and LTCA in writing at least ninety six (96) hours prior to the commencement of work including without limitation any site clearing or grading. If for any reason there is a cessation or interruption of construction, the Owner shall provide similar notice to the Municipal Engineer and LTCA before work is resumed.

PROVISIONS FOR CONSTRUCTION AND INSTALLATION

25. All of the Works and Utilities shall be constructed and installed in accordance with the Approved Engineering Design Drawings and other approved plans and drawings. No variation from the Approved Engineering Design Drawings and other approved plans and drawings shall be permitted unless such variation is authorized in writing by the Municipal Engineer. All construction on the Subdivision Lands shall be carried out in accordance with the regulations for construction as set out in Schedule "K" hereto.

SEQUENCE OF CONSTRUCTION AND INSTALLATION

26. If, in the opinion of the Municipal Engineer, any of the Works and Utilities will in any manner benefit or serve land that is outside the limits of the Subdivision Lands, the Owner shall observe such order of construction and installation of the Works and Utilities as the Municipal Engineer may reasonably require.

ADDITIONAL FACILITIES OR WORK REQUIRED

27. If, in the opinion of the Municipal Engineer, any additional facilities or work is required to ensure that the Works or Utilities (or any of them) are satisfactorily completed and function properly, the Owner shall construct or install such facilities or perform such additional work as the Municipal Council by resolution may require from time to time prior to the issuance of a Certificate of Assumption pursuant to this Agreement.

INCOMPLETE OR FAULTY WORK

28. The Municipality may, at its sole discretion, at any time and from time to time, inspect the Works and Utilities to be constructed pursuant to this Agreement.

If, in the opinion of the Municipal Engineer, the Owner:

(i) is not proceeding with or causing to be proceeded with the work required by this Agreement within the time limits specified in this Agreement, or in order that it may be completed within the specified time limits;

- (ii) is improperly performing work required by this Agreement;
- (iii) has abandoned or neglected work required by the Agreement;
- (iv) refuses, fails or neglects to replace or repair such work as may be rejected by the Municipal Engineer as defective or unsuitable; and/or
- (v) shall in any other manner, in the opinion of the Municipal Engineer, make default in performance of the terms of this Agreement;

then the Municipal Engineer shall promptly notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within ten (10) business days after the mailing of such notice, the Municipality shall have full authority and power to enter upon the Subdivision Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such workman as in the opinion of the Municipal Engineer shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Municipal Engineer, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.

The Owner agrees that the Municipality may, in addition to any other remedies it may have, use all or any part of the Performance Guarantees to pay for the costs incurred by the Municipality and/or its agents in furtherance of the provisions of this paragraph.

It is understood and agreed between the parties hereto that such entry upon the Subdivision Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the Works or Utilities by the Municipality. The Municipality, in addition to all other remedies it may have, may refuse to issue further building permits until such work and/or services are completely installed in accordance with the requirements of the Municipal Engineer.

The cost or expense incurred by the Municipality and/or its agents in the furtherance of the provisions of this paragraph shall be calculated by the Municipal Engineer whose decision shall be final and binding on the parties. It is understood and agreed by the Owner that such costs shall include a management fee of Fifteen Percent (15%) of the costs of the labour and materials, it being herein declared and agreed that the assumption by the Owner of the obligations imposed by this paragraph is one of the considerations without which the Municipality would not have executed this Agreement.

Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Municipality arising from or out of any breach of the provisions and terms of this Agreement.

ENTRY FOR EMERGENCY REPAIRS

29. The Owner agrees that, at any time or from time to time, employees or agents of the Municipality may enter the Subdivision Lands for the purpose of making emergency repairs to any of the Works or Utilities. The costs of emergency repairs will be covered by the Owner. Such entry and repairing shall not be deemed an acceptance of any of the Works or Utilities by the Municipality nor an assumption by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

DAMAGE OR RELOCATION OF EXISTING SERVICES

30. The Owner agrees to pay the cost of repairing any damage to any existing services and/or roads and the cost of relocating any existing services (including Utilities), caused by the development of the Subdivision Lands or any of the Works and/or Utilities required by this Agreement, provided all work is to be done to the satisfaction of the Municipal Engineer and/or the authorities responsible for such services. The Owner further agrees to pay the cost of moving or altering any of the Works and/or Utilities installed in driveways or so close thereto, in the opinion of the Municipal Engineer, as to interfere with the use of the driveway.

USE OF WORKS AND UTILITIES BY MUNICIPALITY

31. The Owner agrees that any of the Works and Utilities may be used by the Municipality or other authorized persons, for the purposes for which the Works and/or Utilities are designed. Such use of any of the Works and/or Utilities shall not be deemed an acceptance of any of the Works and/or Utilities by the Municipality nor an assumption

by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

REQUIREMENTS FOR BUILDING PERMITS

32. Neither the execution of this Agreement by the Municipality, nor the approval by the Municipality of the Plan for registration, nor the issuance by the Municipality of any Certificate of Assumption shall be deemed to give any assurance that building permits, when applied for, will be issued in respect of any of the Subdivision Lands. In addition to the other requirements of this Agreement, no building permit in respect of any of the Subdivision Lands shall be granted by the Municipality until:

- (a) all of the roads which are required to be constructed under this Agreement have been constructed to the written approval of the Municipal Engineer with grading and base asphalt and curb; and
- (b) municipal water, sanitary sewer services and storm sewers have been constructed, installed and tested to the lot line of the lot for which the permit is required to the approval in writing of the Municipal Engineer that such services are ready for normal use; and (c) individual lot grading plans consistent with the overall approved lot grading plan are provided to the Chief Building Official as part of the building permit application process. Building permits will only be issued in compliance with the approved lot grading plan(s); and
- (c) a refundable deposit in the amount of one thousand five hundred dollars (\$1,500.00) for each lot for which a building permit is desired has been deposited by the applicant for the building permit with the Municipal Treasurer to ensure that the lot is graded in conformity with the approved individual lot grading plan and the provisions of this Agreement. Upon completion of the construction of the building on such lot, the applicant shall provide a letter from an Ontario Land Surveyor or Professional Engineer certifying that the lot has been graded in compliance with the provisions of this Agreement including without limitation the Grading and Drainage Plan, to the written satisfaction of the Chief Building Official. Upon receipt of the letter(s) of approval as aforesaid, the one thousand five hundred dollars (\$1,500.00) will be refunded to the applicant. If the aforesaid certificate is not provided to the Municipality prior to the issuance of a Certificate of Assumption for the roadway, the one thousand five hundred dollars (\$1,500.00) deposit shall, at the sole option of the Municipality, be automatically forfeited to the Municipality. (e) the provisions of the paragraph of this Agreement entitled "Restrictions on Conveyance of Lands" have been complied with; and
- (d) all applicable Laws have been complied with;

LIABILITY OF OWNER

33. Notwithstanding the sale of any part or all of the Subdivision Lands the Owner shall remain bound by all obligations, covenants and agreements whatsoever created by this Agreement, including those assumed by a purchaser, and shall remain jointly and severally liable therefore to the Municipality PROVIDED THAT upon the sale of each lot or block on the Plan by the Owner, the Owner shall cease to have any responsibility for the obligations created in the paragraph entitled "Lot Grading and Drainage" and the paragraph entitled "Weed Control and Removal of Debris" of this Agreement for such lot or block and the Municipality shall be entitled to enforce the provisions of the aforesaid paragraphs of this Agreement against the owners from time to time of every such lot(s) or block(s). The Owner hereby acknowledges and agrees that neither the Performance Guarantee, Maintenance Guarantee nor any policy of insurance which the Owner is required to provide or maintain according to this Agreement, shall in any way be deemed to limit the liability of the Owner.

REQUIREMENTS FOR AUTHORIZATION TO OCCUPY

34. No building on the Subdivision Lands or any part thereof shall be occupied by any person or persons without the written permission of the Municipality, referred to herein as an "Authorization to Occupy". In addition to any other requirements contained herein, no Authorization to Occupy shall be issued for any building until:

- (a) all of the roads which are required to be constructed under this Agreement that will provide to such building have been completely constructed, with the exception of:

- (i) any required sidewalk; and
 - ii) the final surface paving; and
- (b) all of the Works and Utilities (other than the Works and Utilities that are the subject of the exceptions described in subparagraphs 34(a)(i) and 34(a)(ii) have been completely constructed, installed and tested and approved in writing by the Municipal Engineer, with the exception of:
- (i) any Works or Utilities not with the frontage of buildings to be occupied; and
 - (ii) any Works or Utilities not receiving sewer discharge from (i.e. downstream of) buildings to be occupied; and
 - (iii) all of the Utilities required to be constructed and installed to service such building have been constructed, installed, and connected and has been approved in writing by the Municipal Engineer; and
 - (iv) the building to be occupied has been properly connected to all of the municipal and other services that are required by this Agreement; and
 - (v) a Certificate of Grading Conformity, as required by the provisions of this Agreement, has been issued by the Municipal Engineer; and
 - (vi) the lot has been sodded or seeded. Should sodding or seeding not be feasible due to weather conditions prior to occupancy, the Authorization to Occupy will be issued upon the Owner providing a cash security deposit for the cost of the sodding or seeding in an amount to the satisfaction of the Municipal Engineer.
- The sodding or seeding shall be completed within one (1) year of the issuance of the Occupancy Permit under the Ontario Building Code, O. Reg. 332/12 as amended from time to time for the lot in question, or three (3) years of the issuance of the entrance permit for the lot in question, whichever comes first, failing which the security deposit shall be forfeited to the Municipality; and
- (vii) the traffic and street signs and street lighting have been installed and approved by the Municipal Engineer.
 - (viii) hydro-electric power has been installed to the lot line of the lot for which the permit is required to the approval of the Municipality or applicable authority and the payment of all fees, charges and costs have been paid in full and the conveyance of all easements of lands or the execution of all agreements in connection with electric services for the Subdivision Lands and buildings/structures to be erected on the Subdivision Lands have been completed; and
 - (ix) all drainage works and grading, except individual lot grading, have been constructed and are in operating condition to the written satisfaction of the Municipal Engineer and a Certificate of Grading Conformity has been issued; and

Occupancy of any building on any lot on the Subdivision Lands shall require an **OCCUPANCY PERMIT** issued by the Chief Building Official or designate.

The Owner hereby covenants and agrees to advise any Purchaser of any lot of the requirements pertaining to Authorization to Occupy as herein contained, and hereby further covenants and agrees to provide notice to this effect in any agreement whereby the Owner purports to sell, convey, transfer, assign, lease or otherwise deal with any lot or lots on the Plan.

MAINTENANCE OF ROADS AFTER OCCUPANCY

35. If any building on the Subdivision Lands is occupied, the Owner agrees to maintain all of the roads which are required to be constructed under this Agreement and which provide access to such building, until a Certificate of Assumption has been issued for such roads. Such roads shall be maintained at all times in a well-drained and mud-free condition, fit for vehicular traffic, to the satisfaction of the Municipality.

The Owner shall provide, at its sole expense, dust control, on an as required basis, for all of the roads within the Subdivision Lands until a Certificate of Assumption has been issued for such roads.

COMPLETION TIME FOR CONSTRUCTION AND INSTALLATION

36. The Owner shall, within four (4) years of the date of the registration of this Agreement, complete the construction and installation of all of the Works and Utilities as outlined in Schedules "F" and "G" of this Agreement.

The parties agree that the Owner may apply to the Municipal Council, and the Municipal Council may consider, an application for an extension of the time in which a Phase is to be completed pursuant to this paragraph provided that the Owner applies to the Municipal Council for such an extension no later than ninety (90) days in advance of the expiry of the time for the construction of the Works and Utilities for the Phase for which the extension is requested.

In the event that the Owner has not completed the construction and installation of all the Works and Utilities within 4 years of the date of the registration of this Agreement the Owner agrees that the Municipality may at any time or times at its sole option on fifteen (15) days written notice to the Owner declare this Agreement to be suspended and is subject to renegotiation (whereupon the Owner agrees to forthwith cease any construction or installation of the Work and or Utilities until this Agreement has been renegotiated).

In such event the Owner agrees that the Municipality shall be entitled to register on title to the Subdivision Lands an Inhibiting Order or any other form of registration as may be appropriate to notify all persons having an interest in the Subdivision Lands (or any part thereof) of the situation described above and to control the sale or further sale of lots or blocks within the Subdivision Lands.

REQUIREMENTS FOR CERTIFICATE OF COMPLETION

37. The Owner agrees that the construction and installation of the Works and Utilities for the subdivision shall not be deemed to be completed for the purposes of this Agreement until the Municipal Engineer has provided the Owner with written confirmation thereof, referred to herein as a "Certificate of Completion". In addition to any other requirements contained herein, no Certificate of Completion shall be issued until:

(a) all of the Works and Utilities have been inspected and approved by the Municipal Engineer or utility company(ies) having jurisdiction.

(b) the Owner has provided the Municipal Solicitor with satisfactory evidence that there has been complete compliance with the requirements of The Construction Act, R.S.O. 1990, c.C.30, as amended from time to time, that no liens have been preserved and no notices of lien received, and that the period for preserving liens has expired with respect to all work on and development of the Subdivision Lands for which the Municipality or property vested in the Municipality may, in the sole and absolute opinion of the Municipal Solicitor, be subject or liable; and

(c) the Owner has provided the Municipality with original drawings, on such material as approved by the Municipal Engineer, showing all of the Works and Utilities "as constructed and installed".

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

38. The Owner may from time to time apply to the Municipality to have the Performance Guarantee reduced by an amount not to exceed Eighty-Five Percent (85%) of the value of the Works and Utilities completed to the date of such application.

For purposes of this paragraph, a certificate prepared by the Owner's Engineer and approved in writing by the Municipal Engineer shall be conclusive evidence as to the amount of work that has been done.

Notwithstanding the foregoing, it is understood and agreed that the Municipality shall at all times retain the Performance Guarantee in an amount sufficient to cover the cost of completing all of the Works and Utilities plus Twenty Percent (20%) of the Works and Utilities Cost Estimate or the actual construction cost, whichever is higher.

The Owner agrees that the Municipality shall not be obligated to release to the Owner the unused portion of the Performance Guarantee until:

- (a) a Certificate of Completion has been issued for all of the Works and Utilities;
- (b) the Owner has deposited with the Municipality the Maintenance Guarantee as hereinafter described; and
- (c) there has been full compliance with the requirements of The Construction Act, R.S.O. 1990, c.C.30, and that no liens have been filed and that the time for preserving liens has expired in relation to such work, services or materials for which the Municipality may, in the sole and absolute opinion of the Municipality's Solicitor, be liable.

PERIOD OF REQUIRED MAINTENANCE OF WORKS AND UTILITIES

39. The Owner shall, from the date of issuance of a Certificate of Completion, maintain all of the Works and Utilities for a period of two (2) years (24 months) or until a Certificate of Assumption is issued, whichever is the later.

WINTER ROAD MAINTENANCE PRIOR TO OCCUPANCY

40. Prior to Occupancy of the first dwelling, the Owner shall be responsible, at its own expense, for all winter maintenance of the roads within Subdivision Lands. In the event that proper vehicular access or snow removal is not provided by the Owner, the Municipality, through its servants, agents or contractors may remove snow at the expense of the Owner. All costs of such work shall be paid by the Owner within thirty (30) days of the date of billing, failing which the Municipality shall be authorized to use all or any portion of the Maintenance Guarantee or Performance Guarantee. The Municipality shall provide winter road maintenance as required commencing upon the Certificate of Occupancy of the first dwelling. The Owner agrees that any work done by the Municipality pursuant to this paragraph shall not be deemed in any way to be an acceptance by the Municipality of the roads within the Subdivision Lands. The Owner acknowledges that the Municipality, while removing snow, may damage or interfere with the Works and/or Utilities and the Owner hereby waives all claims against the Municipality that it might have arising therefrom and covenants that it will make no claim against the Municipality for such interference or damage.

MAINTENANCE GUARANTEE REQUIRED

41. In order to ensure that the Works and Utilities will be properly maintained and that all defects will be replaced and/or repaired, the Owner shall, prior to the release by the Municipality of the Performance Guarantee, lodge with the Municipality a "Maintenance Guarantee" consisting of an irrevocable bank letter of credit in an amount equal to Fifteen Percent (15%) of the Works and Utilities Cost Estimate. The form and wording of the Maintenance Guarantee shall be in the form attached hereto as Schedule "L". The Owner covenants and agrees that the letter of credit shall be maintained in full force and effect until the Certificate of Assumption is issued by the Municipality.

USE OF THE MAINTENANCE GUARANTEE

42. The Owner agrees that:

- (a) if the Owner fails to properly maintain, repair or replace any or all of the Works and/or Utilities; or
- (b) if a claim for lien is registered or a copy thereof given to the Clerk of the Municipality pursuant to the Construction Act, R.S.O. 1990, c.C.30 as amended from time to time; or

(c) if the Owner fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising from or in connection with or in any way relating to: (i) the maintenance, repair or replacement of any or all of the Works and/or Utilities and/or (ii) the other provisions of this Agreement;

and the Owner fails to correct or remedy the situation complained of within ten (10) business days of written notice from the Municipality regarding the situation, the Municipality may in its sole discretion at any time and from time to time authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Municipality deems fit.

REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE

43. The Maintenance Guarantee shall be retained by the Municipality until:

(a) a Certificate of Assumption has been issued for the Works and Utilities; and

(b) the Owner has provided the Municipal Solicitor with a Statutory Declaration executed by the Owner or the Owner's Engineer stating that all work required by this Agreement has been completed to the satisfaction of the Owner's Engineer, the final date of completion of the work, confirmation that the lien period under the *Construction Act*, R.S.O. 1990, c.C.30, for the preservation of liens has expired and that no claims for lien have been registered against or claimed against the Subdivision Lands and that the Owner has fully complied with the requirements of the said Act.

REQUIREMENTS FOR CERTIFICATE OF ASSUMPTION

44. The Owner agrees that none of the Works or Utilities covered by a Certificate of Completion shall be deemed to be assumed by the Municipality until the Municipal Engineer has provided the Owner with written confirmation thereof, referred to herein as a "Certificate of Assumption". In addition to any other requirements contained in this Agreement, no Certificate of Assumption of the Works or Utilities shall be issued until:

(a) the Municipal Council has by resolution approved the written report of the Municipal Engineer that all of the Works and Utilities have been maintained for the required period of time to the approval of the Municipal Engineer, and

(b) the Owner has provided the Municipality with any changes to the original inked drawings, on such material as approved by the Municipal Engineer, showing all of the Works and Utilities "as constructed and installed"; and

(c) the Owner has supplied a written statement from a registered Ontario Land Surveyor that after the completion of the subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan of subdivision.

Notwithstanding anything contained in this Agreement to the contrary, the Municipality shall not be obligated to issue a Certificate of Assumption until at least 80% of the lots in the subdivision for which approval has been given have occupied dwellings thereon.

OWNERSHIP OF WORKS AND UTILITIES BY MUNICIPALITY

45. The Owner agrees that, upon the issuance of a Certificate of Assumption the ownership of all the Works and Utilities specified in such Certificate of Assumption shall vest in the Municipality and the Owner shall have no right or claim thereto, other than as an owner of land abutting a road in which such Works and Utilities are installed.

INTEREST IN SUBDIVISION LANDS

46. (a) The Owner hereby charges and subordinate all their interest in the Subdivision Lands with and to the obligations contained in this Agreement.

(b) The Mortgagee hereby subordinates all its interest in the Subdivision Lands to the obligations contained in this Agreement. The Mortgagee agrees

that, in the event that it transfers any interest in the Subdivision Lands or any part thereof pursuant to its mortgage security, the title to the Subdivision Lands shall continue to be subject to the terms and provisions of this Agreement. In the event that the Mortgagees become a Mortgagee in possession of the Subdivision Lands or any part thereof, or obtains in the equity of redemption in the Subdivision Lands or any part thereof, then the Mortgagee acknowledges and agrees that, in addition to all of the foregoing, it will be charged with all of the obligations of the Owner contained in this Agreement.

OWNER'S COSTS

47. (a) 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".
- (b) The Owner shall reimburse the Municipality forthwith on receipt for any bills or accounts received by the Municipality for administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality or any of its agents in connection with the development of the Subdivision Lands or in respect of this Agreement.
- (c) In the event that the Owner does not reimburse the Municipality as aforesaid, the Municipality may, at its sole discretion, on thirty (30) days written notice to the Owner, use the Performance Guarantee or Maintenance Guarantee (as the case may be) or any part thereof for the payment in full of such costs or expenses.
- (d) In addition to and in furtherance of the foregoing, the Owner shall pay to the Municipality the sum of ten thousand dollars (\$10,000.00) prior to the execution of this Agreement. As accounts are received by the Municipality, they will be paid by the Municipality and then submitted to the Owner who shall forthwith reimburse the Municipality so that the ten thousand dollar (\$10,000.00) deposit is constantly maintained.

UNPAID CHARGES

48. The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of Two Percent (2%) per month shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates, calculated from such due dates.

NOTICE PROVISIONS

49. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

(a) to the Municipality at:

The Corporation of the Township of Cramahe
PO Box 357
Colborne, Ontario
K0K 1S0
Attention: Municipal Clerk

(b) to the Owner at:

2852243 Ontario Inc.
512 Purdy Road
Colborne, Ontario
K0K 1S0

(c) to the Mortgagee at:

1821 Shirley Road, R.R. #2
Port Perry, Ontario
L9L 1B3

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.

REGISTRATION OF AGREEMENT

50. The Owner and the Mortgagee hereby consent to the registration of this Agreement against the title of the Subdivision Lands.

CANCELLATION OF AGREEMENT

51. In the event that the Plan has not received final approval from the County and has not been registered within four (4) months of the date of execution of this Agreement by the Municipality, the Municipality may, at its option, on fifteen (15) days written notice to the Owner, declare this Agreement to be null and void

RENEGOTIATION OF AGREEMENT

52. In the event that:

(a) construction or installation of the Works and Utilities has not been substantially commenced within one (1) year from the date of this Agreement; or

(b) construction or installation of the Works and Utilities has been commenced but no substantial construction or installation of the said Works and Utilities has occurred for a period of twelve consecutive months;

then the Owner agrees that the Municipality may, at any time or times, at its sole option, on fifteen (15) days written notice to the Owner, declare this Agreement to be suspended and subject to renegotiation (whereupon the Owner agrees to forthwith cease any construction or installation of the Works and/or Utilities until this Agreement has been renegotiated).

In such event, the Owner agrees that the Municipality shall be entitled to register on title to the Subdivision Lands an Inhibiting Order or any other form of registration as may be appropriate to notify all persons having an interest in the Subdivision Lands (or any part thereof) of the situation described above and to control the sale or further sale of lots or blocks within the Subdivision Lands.

ASSIGNMENT OF AGREEMENT

53. The Owner shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the Municipality.

PAYMENT OF TAXES AND OTHER CHARGES

54. The Owner shall, prior to the execution of this Agreement by the Municipality, pay all arrears of taxes outstanding against the Subdivision Lands. The Owner further undertakes and agrees to continue to pay all taxes levied on the Subdivision Lands or any part or parts thereof on the basis of and in accordance with the assessment and collector's roll entries as revised from time to time as long as the Owner is the registered owner of the Subdivision Lands or any part thereof. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the Plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the Municipality receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges or other designated charges or imposed rates outstanding against the Subdivision Lands shall be commuted for payment and paid in full by the Owner prior to the execution of this Agreement by the Municipality.

HEADINGS

55. The headings in this Agreement are for the use of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

NO WAIVER

56. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.

TIME OF ESSENCE

57. Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

SEVERABILITY

58. If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

PLANNING ACT

59. It is acknowledged that the Municipality is entitled, by virtue of the Planning Act, R.S.O. 1990, c.P.13, as amended, to enforce the provisions of this Agreement not only against the Owner but also against any and all subsequent owners of the Subdivision Lands or any part thereof.

WEED CONTROL AND REMOVAL OF DEBRIS

60. All weeds, grass and other similar growth on each lot and block on the Subdivision Lands shall be kept cut and under control by the Owner from time to time of such lot or block at his own expense. Further, the Owner from time to time of such lot or block shall keep the said lot or block free from debris, waste building materials, tree stumps, discarded boulders and other similar materials. In the event that the Owner fails to comply with the requirements of this Paragraph within ten (10) business days of notice from the Municipality, then in such case the Municipality shall have the right to enter on the applicable lands to undertake the necessary works and to deduct the costs of same from the Performance Guarantee or Maintenance Guarantee or to seek any other remedy available to the Municipality including the provisions of Section 446 of the Municipal Act, 2001 S.O. 2001, c.25 as amended.

Notwithstanding the above, a 30 metre buffer zone located on and around the Storm Water Management Pond and Wetland located on or near Block 69 & 70 will be left in its natural vegetative state with no weed control.

SPECIAL PROVISIONS

61. The Owner covenants and agrees as follows:

1. The Owner shall name roads to the satisfaction of the Township of Cramahe and County of Northumberland.
2. The Township of Cramahe shall be satisfied that adequate water pollution control plant and water supply plant capacities are available to the proposed development and allocate services upon execution of the Subdivision Agreement. Prior to final approval of any phase the Township will confirm the servicing allocation for such phase.
3. The connection of sanitary sewer and water supply into the existing systems is to be done under the supervision of the Township.
4. The Owner agrees to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the Township of Cramahe and Lower Trent Region Conservation Authority.
5. The Owner shall grant easements as may be required for utilities, drainage, and

servicing purposes to the appropriate authority, free of all charges and encumbrances.

6. The Owner shall provide a pedestrian walkway or dedicated pedestrian use only area throughout the subdivision to accommodate and promote safe walking to the satisfaction of the Kawartha Pine Ridge District School Board.
7. The Owner shall design and construct a paige wire fence along the rear and/or side yards of lots in the plan that abut the park block (Block 70) to the satisfaction of the Township of Cramahe.
8. The Owner shall agree in the Subdivision Agreement to install chain link fencing at the following locations:
 - i) perimeter of walkway block (Block 67); and
 - ii) around the perimeter of the stormwater management facility (Block 69).
The details, including design and cost estimates, related to the fencing will be contained in a detailed engineering report.

Existing fence to remain along the south side of Street 'A'/reserve block (Block 71)

9. The Owner agrees to include the following in all purchase and sale agreements for prospective home buyers:
 - i) "Purchasers and/or tenants are advised that the planting of trees on municipal boulevards in front of residential units is a requirement of the Township of Cramahe and a conceptual location plan is included in the subdivision agreement with the municipality. While every attempt will be made to plant trees as shown, the Township of Cramahe reserves the right to relocate or delete any boulevard tree without further notice."
 - ii) "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings."
 - iii) "Purchasers and/or tenants are not permitted to alter the constructed and approved drainage pattern in any manner which includes but is not limited to re- grading, the installation of fences and the installation or planting trees, shrubs flower beds or gardens."
 - iv) "Purchasers and/or tenants are advised that due to the proximity of this plan to an existing quarry, purchasers should be aware that noise and vibrations from quarry operations may interfere with some activities of the dwelling occupants."
 - v) "Purchasers and/or tenants are advised that due to the proximity of this plan to rail lines and level crossings, purchasers should be aware that noise and vibrations from rail operations and train whistles may interfere with some activities of the dwelling occupants."
 - vi) "Purchasers and/or tenants are advised that the adjacent parkland or stormwater management facility may be left in a naturally-vegetated condition and receive minimal maintenance."
 - vii) "Purchasers and/or tenants are advised that if school buses are required within the development in accordance with Kawartha Pine Ridge District School Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Student Transportation Services of Central Ontario."

10. The Owner agrees to maintain the roads and other services and facilities to the satisfaction of the Township Engineer, until assumption of such roads, services, and facilities by the Township of Cramahe.
11. The Owner agrees to provide individual lot grading plans consistent with the overall approved lot grading plan to the Chief Building Official as part of the building permit application process. Building permits will only be issued in compliance with the approved lot grading plan(s).
12. The Owner agrees that topsoil shall not be removed from the site without prior approval of the Township of Cramahe and shall be kept stockpiled and stabilized for use as topsoil for final lot grading.
13. The Owner agrees to notify the Township of Cramahe and the Lower Trent Conservation Authority Conservation at least 48 hours prior to the initiation of any on-site development.
14. The Owner agrees to install street lighting to the satisfaction of the Township of Cramahe.
15. The Owner agrees to install temporary and permanent signage for the subdivision to the satisfaction of the Township of Cramahe.
16. The Owner agrees to reimburse the Township of Cramahe for the cost of any peer reviews of the studies/reports submitted in support of the proposed Plan of Subdivision.
17. The Owner agrees to reimburse the Township of Cramahe for all administrative, planning, legal, engineering, inspection and/or other costs or expenses incurred by the Municipality or any of its agents, in connection with the development.
18. The Owner agrees to bear the expense of all off-site work attributable to the subdivision resulting from the approved public works design where such works are not subsidized under the policies and by-laws of the Township of Cramahe.
19. The Owner agrees to strictly adhere to the mitigation, restoration and monitoring measures as outlined in the report Species at Risk and Environmental Impact Study, prepared by Cambium Consulting & Engineering, dated March 2023.
20. The Owner agrees that waste collection services within the subdivision will only be provided to detached, semi-detached and townhouse units at such time as the roads are assumed by the municipality and advise initial purchasers within the subdivision of such in all offers of purchase and sale. The apartment block (Block 143) will require private waste collection service.
21. The Owner shall pay all Development Charges to the Municipality in accordance with the provisions of the Municipality's Development Charges By-law.

STREET SIGNS

62. Street signs and regulatory signs shall be erected in accordance with the Municipality's By-Laws and specifications at the Owner's expense.

RESTRICTIONS ON CONVEYANCE OF LANDS

- 63.(a) The Owner hereby consents to the registration of an Inhibiting Order pursuant to Section 23 of The Land Titles Act, R.S.O. 1990, c.L.5 as amended from time to time, on the following terms and conditions:

(i) The Inhibiting Order shall be registered against the lands described in Schedule A; and

(ii) The Inhibiting Order shall not be registered until this Agreement has been executed by all parties hereto; and

(iii) The Inhibiting Order shall provide that no registrations may occur with respect to the lands described in Schedule "A" (save and except the registration of the Plan as described in Schedule "B" attached hereto) until this Subdivision Agreement has been registered on title.

It is acknowledged by the parties hereto that the purpose of this paragraph is to prevent the conveyance of any lots within the Subdivision Lands until this Agreement has been registered on title and all easements, reserves and other lands conveyed to the Municipality in accordance with the provisions of this Agreement.

(b) If the Owner breaches any of his covenants or agreements contained in this Paragraph, then the Municipality shall, in its sole option, be entitled to treat this Agreement as being in default and shall have the following remedies in addition to any other remedy available to it at law:

(i) the Municipality shall be entitled to refuse to issue building permits for any lot or lots on the Plan; and/or

(ii) the Municipality shall be entitled to cash the letter of credit and to keep same as liquidated damages.

It is acknowledged by the Owner that the provisions of this Paragraph form part of the fundamental consideration upon which the Municipality relies in entering into this Agreement and that without the Owner agreeing to the provisions of this Paragraph, the Municipality would not have executed this Agreement.

FIRE BREAKS

64. The Owner covenants and agrees that no building permits will be applied for or issued for more than four (4) consecutive lots without a fire break, until such time as the external finishing including cladding, roofing and windows on the units abutting each side lot line has been completed.

SUMP PUMPS/ROOF LEADERS

65. The Owners covenant and agree that any sump pumps or roof leaders installed within the Subdivision Lands shall have the sump pump or roof leader discharge directed to a rear yard swale or other location satisfactory to the Municipal Engineer and at no time shall the sump pump or roof leader discharge within 7.5 metres of the front lot line of any lot within the Subdivision Lands or discharge into the sanitary laterals, sewer or system at any time.

MODEL HOMES

66. The Municipality hereby consents to the Owner's request for the construction of a maximum of six (6) model homes on the Lots 34, 35, 56, 57, 58 and 59 on Subdivision Lands provided that the following conditions have been satisfied.

a. Security has been posted;

b. Engineering drawings have been approved; and,

c. that the requirements of Paragraph 32 (c) and (d) of this agreement have been met.

In consideration of the Municipality permitting model homes as aforesaid, the Owner hereby irrevocably covenants and agrees:

i. That construction of the said model homes shall be at the Owner's sole risk and that no model home shall be connected to the water and sanitary system until all of the provisions of Paragraphs 32 of this Agreement have been satisfied; and

ii. To waive, release and forever discharge the Municipality of and from any and all action, claims and demands which the Owner may or shall hereafter have against

the Municipality for or by reason of or in any way relating to or arising out of, directly or indirectly, the construction and/or use of the aforesaid model homes; and

- iii. To indemnify and save harmless the Municipality, their employees, workmen, agents, consultants, elected officials and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such actions, causes of action, suits, claims or demands, which may arise either directly or indirectly, by reason of or as a consequence of, or in any way related to the construction and/or use of the aforesaid model homes and/or any permits or authorizations given by the Municipality or chief Building Official for the construction or occupation of such model homes.

GOVERNING LAW

67. This Agreement shall be read and construed in accordance with the laws of the Province of Ontario.

GENDER

68. In this Agreement, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.

AMENDING AGREEMENT

69. It is hereby acknowledged by the parties hereto that this Agreement may be amended with the mutual agreement of all parties hereto at any subsequent time or times and that such agreements may not always be registered on title. All subsequent purchasers of any lot or lots within the Subdivision Lands are hereby advised to contact the Clerk of the Municipality to determine if any subsequent agreements have been entered into.

SUCCESSORS

70. This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and its successors, successors in title and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the corporate parties hereto have hereunto affixed their corporate seals attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED
in the presence of:

**THE CORPORATION OF THE
TOWNSHIP OF CRAMAHE**

Per: Mayor

Per: Municipal Clerk

1961059 ONTARIO INC.

Per: James Pillsworth, President

ROSE MARIE AUGUSTA DE SCHEPPER

Witness

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 51141-0516 (LT)

PART LOT 29 CONCESSION 2 CRAMAHE AND PART LOT 182 PLAN REID CRAMAHE
PARTS 1 & 2 PLAN 39R14479; TOWNSHIP OF CRAMAHE;
COUNTY OF NORTHUMBERLAND
Land Registry Office # 39.

The parties acknowledge that upon registration of this agreement, the lands will be re-described in accordance with the registered plan of subdivision as follows:

LOTS 1 to 59 INCLUSIVE, BLOCKS 60 to 71 INCLUSIVE, AND THE STREETS
_____, PLAN 39M_____; TOWNSHIP OF CRAMAHE; COUNTY OF
NORTHUMBERLAND.

SCHEDULE “B”

PLAN OF SUBDIVISION

The Plan(s) included in this Schedule shall be 27.5cm x 42.5 cm (11” x 17”) in size. Full-scale copies of the Plan(s) shall be available for viewing at the Municipal Office during normal business hours.

SCHEDULE “C”

APPROVED ENGINEERING DESIGN DRAWINGS

All of the Approved Engineering Design Drawings shall be included as part of Schedule “C” and attached hereto. Such Drawings shall be 27.5 cm x 42.5 cm (11” x 17”) in size and bear the Municipality’s stamp with the date. Full-scale copies of the Approved Engineering Design Drawings shall be available for viewing at the Municipal Office during normal business hours.

The following is a list of Approved Engineering Design Drawings covering the Works to be constructed as part of the Agreement.

TO BE PROVIDED

SCHEDULE “D”

EASEMENTS TO BE CONVEYED

The Owner shall prepare and deposit such reference plans as may be required to convey and dedicate the following easements pursuant to paragraph 4 of the Agreement:

1. Drainage Easement to the Corporation of the Township of Cramahe

To be provided

SCHEDULE “E”

LANDS TO BE CONVEYED TO THE TOWNSHIP

Pedestrian Walkway

Transfer Block 67 on Plan 39M-_____ for pedestrian walkway

Storm Water Management Pond

Transfer Block 69 on Plan 39M-_____ for stormwater management pond

Parkland

Transfer Block 70 on Plan 39M_____ for parkland dedication.

0.3 Meter Reserves

Transfer Block 71 on Plan 39M_____ for 0.3 m reserve

SCHEDULE “F”
WORKS

DESCRIPTION OF WORKS:

- 1. Siltation Control
- 2. Grading
- 3. Stormwater Pond
- 4. Sanitary Sewer
- 5. Waterworks
- 6. Storm Sewer
- 7. Roads
- 8. Landscaping

SCHEDULE “G”

UTILITIES

DESCRIPTION OF UTILITIES

- 1. Bell Canada (phone and internet)
- 2. Cogeco (internet and TV)
- 3. Lakefront Utilities – Electricity
- 4. Union Gas – Natural Gas
- 5. Water/Sewer

SCHEDULE "H"

DUTIES OF OWNER'S ENGINEER

(1) **DESIGN WORKS**

The Owner's Engineer shall design all of the Works.

(2) **PREPARE DRAWINGS, PLANS AND DOCUMENTS**

The Owner's Engineer shall prepare the following for the approval of the Municipal Engineer:

- (a) the Approved Engineering Design Drawings; and
- (b) the Grading and Drainage Plan and individual Lot Grading Plans;
- (c) the Works Cost Estimate.

The approval of the Municipal Engineer shall not absolve the Owner or the Owner's Engineer of the responsibility for any errors or omissions in the above drawings, plans or documents.

(3) **REPRESENT OWNER AND OBTAIN APPROVALS**

The Owner's Engineer shall act as the Owner's representative in all matters pertaining to the construction and installation of the Works and shall cooperate with the Township to obtain the necessary approvals for construction and installation.

(4) **PROVIDE RESIDENT SUPERVISION**

The Owner's Engineer shall provide fully qualified supervisory, layout and inspection staff to provide continuous service during all phases of the construction and installation of the Works and is to perform the following:

- (a) provide field layout including the provision of line and grade to the contractors and, where required, restaking; and
- (b) inspect the construction and installation to ensure that all work is being performed in accordance with the contract documents; and
- (c) arrange for or carry out all necessary field testing of materials and equipment installed or proposed to be installed; and
- (d) provide coordination and scheduling of the construction and installation in accordance with the timing provisions contained herein and the requirements of the Municipal Engineer; and
- (e) investigate and report to the Municipal Engineer any construction changes and/or unusual circumstances which may arise during the construction and installations; and
- (f) obtain field information, during and upon completion of the construction and installation, required to produce the Final "As Built" Engineering Drawings; and
- (g) from time to time, for the partial release of the Performance Guarantee, certify that the Works and Utilities installed to date have been completed in general accordance with the approved Engineering Design Drawings and the terms of this Agreement and prepare a cost of the Works and Utilities completed and a cost estimate of the Works and Utilities remaining to be completed; and
- (h) upon completion, certify that the construction and installation of the Works and Utilities has been completed in general accordance with

the approved Engineering design drawings and the terms of this Agreement.

(5) **MAINTAIN RECORDS**

The Owner's Engineer shall maintain all records pertaining to the construction and installation.

(6) **PROVIDE PROGRESS REPORTS**

The Owner's Engineer shall provide the Municipal Engineer with reports on the progress of the construction and installation on a monthly basis, or at such other interval as approved by the Municipal Engineer.

(7) **PREPARE FINAL ENGINEERING DRAWINGS**

The Owner's Engineer shall prepare the Final "As Built" Engineering Drawings for the approval of the Municipal Engineer on reproducible Mylar drawings.

(8) **LETTER FROM ENGINEER**

The Owner shall obtain a written acknowledgement from the Owner's Engineer addressed to the Owner, which the Owner shall file with the Township to the following effect:

- (a) that the Owner's Engineer has received a copy of this Agreement and is aware of all of the terms and conditions contained herein;
- (b) that the Owner's Engineer will perform his services for the Owner in accordance with the terms of this Agreement; and
- (c) that the Owner's Engineer will keep the Municipal Engineer advised of any and all material facts, changes or developments, pertaining to the development of the Subdivision Lands, including without limitation any or all of the Works, and the contravention of any regulation, statute, by-law, etc. pertaining to the foregoing to the extent that the Owner's Engineer is aware of such contravention.

SCHEDULE "I"

ENGINEERING STANDARDS

GENERAL

(1) All works shall be constructed in accordance with the latest edition of the applicable Ontario Provincial Standard Drawings, Ontario Provincial Standard Specifications, General and Item Special Provisions and in accordance with the Standard Roadway Section and requirements of the Municipal Engineer.

(2) Without restricting the generality of the foregoing, all works required to be constructed, installed, erected or otherwise provided pursuant to this Agreement shall be designed, constructed and maintained in accordance with the following documents:

- Highway Traffic Act
- MOECC – Guidelines for the Design of Storm Sewer Systems; Water Distribution Systems and Water Storage Facilities
- MTO – Geometric Design Standards for Ontario Highways
- MTO – Roadside Safety Manual
- Ontario Provincial Standards (OPS): Volume 1 (General Conditions of Contract and Specifications for Construction); Volume 2 (Specifications for Material); Volume 3 (Drawings for Roads, Barriers, Drainage, Storm Sewers, Watermain and Structures)
- Ontario Traffic Manuals (Books 1 – 7)
- TAC Geometric Design Guide for Canadian Roads (Part 1 and Part 2)
- TAC Guide for the Design of Roadways Lighting (Volume 1 and Volume 2)
- TAC Turning Vehicle Templates
- TAC Uniform Traffic Control Devices
- TAC Uniform Traffic Control Devices (Metric Edition)

By the execution of this Agreement, the Owner acknowledges having received a copy of the aforementioned documents.

SCHEDULE 'J'

WORKS COST ESTIMATE

TO BE PROVIDED

SCHEDULE "K"
REGULATIONS FOR CONSTRUCTION

Regulations for Construction:

1. Building Code of Ontario
2. Ontario Ministry of Labour Standards.
3. Ontario Ministry of Labour, Health & Safety Standards.
4. Ontario Ministry of Environment

Standards. Engineering Standards

All Works to be constructed or installed within the Subdivision Lands shall be constructed or installed (as the case may be) in accordance with the Township's requirements, being their standards for water distribution systems, their Standard Road Cross- Sections and the Ontario Provincial Standard Specifications and Standard Drawings (OPSS & OPSD), latest editions.

Without limiting the generality, meaning, or intent of the foregoing, the following road geometrics shall apply:

1. Road Allowance width – minimum 20 metres.
2. Surface width – 7.0 metres.
3. Shoulder width (including rounding) – 1.8 metres (1.0m paved, 0.5m Granular "A", 0.3m rounding).
4. Surface Type – 50mm HL8, 40mm HL3
5. Granular Depths: Granular "B" Min. 300 mm. (minimum)
 Granular "A" Min. 150 mm. (minimum)
6. Cross-Road Culverts – minimum 600 mm. Dia., C.S.P.
7. All disturbed vegetated areas to be sodded or seeded.
8. The paved surface of the cul-de-sac shall have a minimum radius of 14m.
9. The pavement structure for the roadway must be designed to accommodate highway vehicle loading for waste collection vehicles.

Notwithstanding the above, where, in the opinion of the Municipal Engineer it is advisable to do so, the standard cross-section may be varied.

All of the foregoing shall be constructed and installed in accordance with the detailed design plans for the Works as prepared by the Owner, approved by the Municipal Engineer, and on file with the Township.

SCHEDULE "L "

APPROVED FORM OF LETTER OF CREDIT

NAME OF BANK: _____ **Date Issued:** _____

Letter of Credit No. _____ **Amount:** _____

**ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR
DOCUMENTARY CREDITS BEING ICC PUBLICATION UCP 500**

TO: THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

1 Toronto Street
P.O. Box 357
Colborne, Ontario
K0K 1S0

WE HEREBY AUTHORIZE YOU TO DRAW ON THE _____ (Bank) _____
_____ (Address) _____ for the
account of 1961059 ONTARIO INC. up to an aggregate amount of
_____ \$ _____ (Canadian) available on demand.

PURSUANT TO THE REQUEST OF our customer, 1961059 ONTARIO INC. , we the
_____ (Bank) _____, _____ (Address) _____ hereby
establish and give you an Irrevocable Letter of Credit in your favour in the above amount
which may be drawn on by you at any time and from time to time, upon written demand for
payment made upon us by you, which demand we shall honour without enquiring whether
you have the right as between yourself and our said customer to make such demand, and
without recognizing any claim of our said customer, or objection by our said customer to
payment by us. Partial drawings are permitted.

DEMAND shall be made by way of a letter signed by the Clerk of your Township under the
corporate seal of the Township. Presentation shall be made to the
_____ (Bank) _____ at _____ (Address) _____.

We acknowledge that this Letter of Credit relates to those works, utilities, services and
financial obligations set out in an Agreement between 1961059 ONTARIO INC. and the
Corporation of the Township of Hamilton relating to the development of lands in Part of

This Letter of Credit will continue in force up to _____ (Date) _____, 20__ (subject to the
condition hereinafter set out) and you may call upon payment of the full or any partial
amount outstanding under this Letter of Credit at any time or times up to that date. 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 aforementioned or any future expiration date hereof,
unless thirty days prior to any such date we notify you in writing by registered mail that we
elect not to consider this Letter of Credit to be renewed for any additional period. After
receipt by you of such notice, you may draw on this Letter of Credit in full or in part.

Dated at _____ this _____ day of _____, 2021.

(NAME OF BANK)

(Authorized Signing Officer)

(Authorized Signing Officer)

SCHEDULE "M"

INSURANCE POLICIES REQUIRED

(1) TYPES AND AMOUNTS OF COVERAGE REQUIRED

Without restricting the scope of the indemnities required by this Agreement, the Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Township and duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the Township against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the Subdivision Lands, including without limiting the generality of the foregoing:

- (a) any loss or damage that happens to any of the Works or any of the Utilities or to any part or parts thereof respectively; and
- (b) any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any of the Utilities or any part or parts thereof respectively; and
- (c) any injury or death to any person or persons; and
- (d) any loss or damage that results from the drainage of surface waters on or from the Subdivision Lands; and
- (e) any loss or damage that happens to any public road or to any other property of the Township or to the property of any person.

The policy or policies of insurance shall name the Corporation of the Township of Cramahe as Additional Insured and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period.

The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Township and the Owner shall provide an additional cash deposit payable to the Township in an amount to be determined by the Township. In the event of claims made against the Township to which the deductible applies, the Township shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall authorize the Township to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Township. In the event such additional cash deposits are deemed to be insufficient by the Township at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Township. All costs of the adjuster shall be borne by the Owner.

The said policy or policies of insurance shall be maintained at least until the Certificate of Assumption has been issued by the Township.

The issuance of such policy or policies of insurance shall not be construed to relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

(2) OTHER CONDITIONS REQUIRED

The policy or policies of insurance shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Township and the Owner.