

Properties

PIN 57339 - 0261 LT Redescription
 Description LOTS 1 TO 10, BLOCK 12 49M-113; TOWNSHIP OF MCNAB/BRAESIDE
 Address BEACHBURG

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name THE CORPORATION OF THE TOWNSHIP OF MCNAB/BRAESIDE
 Address for Service 2473 Russett Drive
 Arnprior ON k7S 3G8

This document is not authorized under Power of Attorney by this party.
 This document is being authorized by a municipal corporation Tom Peckett, Mayor and Lindsey Lee CAO and Clerk.

Party To(s)	Capacity	Share
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Name KDSA DEVELOPMENT CORP.		
Address for Service		

Statements

This notice is for an indeterminate period
 This document is being registered pursuant to Inhibiting Order RE297706 registered on 2022/06/06
 Schedule: See Schedules

Signed By

Ashley Marie Maksimovic	100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Applicant(s)	First Signed	2022 06 10
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Tel 613-237-5160
 Fax 613-230-8842

Ashley Marie Maksimovic	100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Applicant(s)	Last Signed	2022 06 15
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I have the authority to sign and register the document on behalf of the Applicant(s).

Cindy Kerry Morin	1770 Woodward Drive, Suite 200 Ottawa K2C 0P8	acting for Party To(s)	First Signed	2022 06 09
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Martin Zvi Black	1770 Woodward Drive, Suite 200 Ottawa K2C 0P8	acting for Party To(s)	Last Signed	2022 06 15
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I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

BORDEN LADNER GERVAIS LLP	100 Queen Street Suite 1100 Ottawa K1P 1J9	
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Tel 613-237-5160
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Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number

Applicant Client File Number : 337454-157/AM/DR

KDSA DEVELOPMENT CORP.

AND

**THE CORPORATION OF THE TOWNSHIP
OF McNAB/BRAESIDE**

**SUBDIVISION AGREEMENT
BRAEBURN ESTATES**

PHASE II

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THIS AGREEMENT made this 6th day of June, 2022

BETWEEN:

KDSA Development Corp.
hereinafter referred to as the “**Owner**”
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP
OF McNAB/BRAESIDE
hereinafter referred to as the “**Township**”
OF THE SECOND PART

WHEREAS the Owner purports to be the registered Owner of the lands described in Schedule “A” hereto and has applied to the County of Renfrew for approval of a Plan of Subdivision, draft approval of which has been given on June 1, 2017, as amended on October 29, 2018, subject to the condition that this Agreement be entered into;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One dollar (\$1.00) of lawful money of Canada now paid by the Township to the Owner (the receipt whereof is hereby acknowledged) and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

1. DEFINITIONS

In this Agreement:

“**Acceptance**” means the date on which Council finally accepts by resolution all Works and other matters which are to be done, constructed, installed, supplied or performed by the Owner pursuant to this Agreement and “Final Acceptance” shall have a like meaning;

“**Council**” means the Council of The Corporation of the Township of McNab/Braeside.

“**County**” means the County of Renfrew

“**Grading, Drainage and Engineering Plans**” means the plans and specifications referenced in Schedule “H” of this Agreement. “Site Grading and Drainage Plan” shall have a like meaning.

“**Maintain**” includes repair.

“Municipal Act” means the *Municipal Act, 2001* S.O. 2001 c. 25, as amended.

“Ontario Provincial Standard Specifications” - Also referred to as “O.P.S. Specifications” and as “O.P.S.S.” means, where appropriate, the version in effect on the date of registration of the plan unless otherwise noted, of the General Conditions, Standard Specifications, Supplemental Specifications, and Standard Drawings developed by the Joint Committee on Provincial Standards and Specifications for roads and public works.

“Owner” includes the party of the First Part, its heirs, executors, administrators, successors and assigns and any other individual, association, partnership or corporation or contractor carrying out any Work or Works for the Owner; provided that where there is a covenant or agreement by the Owner contained in the Subdivision Agreement, the covenant or agreement is by the Party of the First Part for itself and its heirs, executors, administrators, successors and assigns but the Party of the First Part shall continue to remain fully liable on the covenant and agreement even if it has heirs, executors, administrators, successors or has assigned.

“Phase 1” means the development of the lands described in plan of subdivision 49M-105.

“Phase 2” means the development of the lands described in the Plan of Subdivision and in Schedule “A” hereto in accordance with this Agreement.

“Plan” or **“Plan of Subdivision”** or **“Subdivision”** means the approved plan of subdivision attached hereto as Schedule “G”.

“Preliminary Approval” means the approval given by the Township that a particular road or particular Work has been completed to the satisfaction of the Township.

“Professional Engineer” means an Engineer registered by the Association of Professional Engineers of Ontario. Where in this Agreement the word “Engineer” is used, that person shall be required to be a Professional Engineer.

“Township Engineer” means an Engineer hired by the Township to give it advice with respect to this Subdivision.

“Work” means any work, material, matter or thing required by this Agreement to be done, constructed, installed, supplied or performed or any part thereof, and includes any work referred to in Schedule “B”. “Works” has a corresponding meaning.

2. **SCHEDULES**

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

Schedule "A"	-	Lands to which this Agreement applies
Schedule "B"	-	Description of Works to be provided by the Owner
Schedule "C"	-	Estimated cost of the Works
Schedule "D"	-	Financial requirements including development charges
Schedule "E"	-	Land dedications and easements
Schedule "F"	-	Conditions of Approval
Schedule "G"	-	Approved Plan of Subdivision
Schedule "H"	-	Grading and Drainage Report and Engineering Drawings
Schedule "I"	-	Standard roadway specifications
Schedule "J"	-	Water system specifications
Schedule "K"	-	Sanitary system specifications
Schedule "L"	-	[INTENTIONALLY DELETED]
Schedule "M"	-	Landscaping requirements
Schedule "N"	-	Street lighting and utility specifications
Schedule "O"	-	Time schedule and phasing for the Works
Schedule "P"		Maintenance of Roads and Other Works
Schedule "Q"	-	Building restrictions and transfer covenants
Schedule "R"	-	Reference Plan
Schedule "S"	-	Lot grading plan specifications
Schedule "T"	-	Draft Letter of Credit

3. LANDS

3.1 Description of Lands

The lands to which this Agreement shall apply are the lands described in Schedule "A" hereto and shown on the approved Plan of Subdivision annexed hereto as Schedule "G".

3.2 Owner's Warranty

The Owner warrants that it is the owner in fee simple of the lands described in Schedule "A".

4. SCOPE OF WORK

The Owner shall construct and install all of the Works set out in Schedule "B" hereto in compliance with the Time Schedule and Phasing set out in Schedule "O" annexed hereto.

5. **OWNER'S EXPENSE**

Works shall be constructed, installed and completed at the expense of the Owner and in a good and workmanlike manner in accordance with the specifications in this Agreement and approved by the Township Engineer and to the satisfaction of the Township. All other matters to be done, supplied and performed by the Owner shall be done at the expense of the Owner and shall be done, supplied, and performed to the satisfaction of the Township.

In this Agreement, where it states the Owner shall or the Owner will, it shall mean at the Owner's own expense, unless otherwise stated.

6. **ENGINEERING SERVICES**

6.1 **General**

The Owner shall be responsible for the design and supervision of construction of the Works in the Subdivision but such design and supervision of construction shall be subject to the approval of the Township Engineer.

6.2 **Professional Engineer**

Wherever, under the terms of this Agreement, the Owner is required to design and construct any Works, the Owner shall employ competent engineers registered by the Association of Professional Engineers of Ontario to:

- (a) design;
- (b) prepare the necessary specifications;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the Township or its agents;
- (e) provide full-time construction review services, including full time field inspection, supervision and layout, contract administration and supervision of construction to the satisfaction of the Township;
- (f) maintain all records of construction of the Works and, upon completion of the Works, prepare and supply design and "as built" plans and drawings in accordance with the requirements of the Schedules attached hereto;
- (g) prepare and provide the Township with a certificate with respect to each lot or building block in the Subdivision certifying that the proposed lot grading and

drainage is in conformity with the overall drainage scheme for the Subdivision as approved by the Township; and,

- (h) prepare and provide the Township with a certificate with respect to each lot or building block in the Subdivision certifying that the final grade elevation of the property is in conformity with the approved overall drainage plan.

In the event that the Township determines that the above referenced professional(s) are not on site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the schedules and engineering drawings appended to or referred to in this Agreement and in accordance with good engineering practice, the Township may order all Work to be stopped.

6.3 Plans and Specifications

The design and preparation of the necessary plans and specifications for all Works shall be completed and approved by the Township Engineer before the Township signs the Subdivision Agreement and releases the conditions of draft approval. The Owner shall furnish, at its cost, all plans, specifications, calculations, contours, or other information pertaining to the Works which may be required by the Township so that the Township can review the design and supervision proposals.

6.4 Contracts for Works

The Owner shall submit to the Township, if requested, copies of all executed contracts relating to the construction of the Works, and all other documents or information relating to the Works.

6.5 Design Approval by Township Engineer

No contract shall be awarded and no Work commenced or continued without the prior written approval of the design by the Township Engineer, which approval shall not be unreasonably withheld.

Examination and Acceptance of drawings, specifications and contract documents by the Township does not relieve the Owner of its obligations to construct all services and Works strictly in accordance with standard engineering requirements and Township standards and specifications.

6.6 On Site Inspection

6.6.1 Notification of Intention to Commence or Resume Construction

The Owner or his engineer shall notify the Township at least forty-eight (48) hours exclusive of Saturdays, Sundays and statutory holidays, in advance of its intention to commence or resume construction of the Works in the Subdivision to allow the Township sufficient time to schedule inspection of the Work. Such notification shall be made in writing.

6.6.2 Township Right to Inspect

The Township shall have the right at all times to inspect the installation of Works. If, at any time, the Township is of the opinion that Works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practice, it may stop all or any part of the Work.

6.7 Cost of Township Engineering Services

The Owner shall reimburse the Township for engineering services required by the Township in connection with this Subdivision and all Works required to be done pursuant to this Agreement, including, without limitation, any internal engineering costs. An estimate of Township engineering fees is provided in Schedule "D". The engineering fees shall be paid in cash prior to the registration of the plan.

6.8 Testing of Works

The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require soil tests to be carried out as deemed necessary and the cost of such tests or Works shall be paid by the Owner within ten (10) days of the account being rendered by the Township, provided that nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering practice.

6.9 Cost of Testing Works

In order to facilitate the obtaining of the results of the tests referred to in Section 6.8 above, the Owner shall deposit with the Township the amount indicated in Schedule "D" upon execution of this Agreement to be used by the Township to obtain reports. In the event the whole of such money shall not be required for the purpose aforesaid, any surplus shall be returned to the Owner without interest or deduction upon Final Acceptance of all Works within the Subdivision. In the event the said sum shall be insufficient for such purpose, the Owner shall pay the Township such deficiency upon demand therefore. Copies of the detailed invoices of the disbursements and expenses paid by the Township shall be delivered by the Township to the Owner forthwith upon receipt.

6.10 Professional Liability Insurance:

The Professional Engineer employed by the Owner to provide services outlined in Section 6.2 shall be required to carry Professional Liability Insurance. The Township shall be provided with a certificate of liability insurance, certified by the Insurer, as proof of insurance, prior to the Township or the Township Engineer undertaking any review of plans prepared by the Owner's Engineer. This certificate shall bear the expiry date of the policy, which policy must be kept in force until Final Acceptance of all Works by the Township. The minimum policy limit shall be Five Million Dollars (\$5,000,000.00).

7. **DRAINAGE SYSTEM**

7.1 Construction in Accordance with Schedule "H" Drainage Report and Engineering Drawings

The Drainage Report referred to in Schedule "H" is accepted in principle by the Township, which sets out generally all matters which may require consideration with respect to the drainage area of which the Subdivision forms part.

The Owner shall construct in accordance with Schedule "H" all Works which are necessary to provide proper drainage of all land included in the Subdivision and adjacent lands which drain through the Subdivision, and including any Works necessary for drainage to an outlet outside the Subdivision in accordance with Schedule "H" and the Grading Plan attached thereto or referred to therein. Such Works shall include the construction of a ditch and culvert system and/or storm sewers to service the Subdivision and adjacent road allowances as are provided for in the Drainage System Specifications set out in Schedule "H" and the Grading Plan and other Engineering Drawings attached thereto or referred to therein.

7.2 Storm Drainage System

The Owner shall provide any required storm water management control measures to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both a minor and a major rainfall event in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements established in all applicable environmental management plans, stormwater plans and reports approved by the Township. The measure shall be in in accordance with current provincial legislation.

The storm drainage system referred to in Section 7.1 above and in this Section 7.2 shall be of sufficient size, depth and at locations within the limits of the Subdivision or on adjacent road allowances, to service lands outside the Subdivision which will, in the opinion of the Township, require the use of the Subdivision system.

The Owner shall convey drainage easements as required by the Township to maintain the storm drainage system.

7.3 Drainage Works to be Constructed in Accordance with Approved Plans

Such Works shall be constructed according to plans approved by the Township, and, before commencing construction of any of the Works, the Owner shall submit to the Township Engineer for his approval, an overall Site Grading and Drainage Plan.

If, in the opinion of the Township, drainage problems occur due to improper grading by the Owner, in conflict with the approved Site Grading and Drainage Plan, prior to the Acceptance of the grading of the lands by the Township, the Owner agrees to correct such problems by construction of catch basins, swales, retaining walls, or other structures as may be necessary, in the opinion of the Township acting reasonably.

7.4 Amendments to Site Grading and Drainage Plan

The Site Grading and Drainage Plan may be amended from time to time by the Owner with the written approval of the Township.

7.5 Maintenance of Drainage System

The Owner shall maintain the drainage system in accordance with Schedule “P” hereto.

7.6 Interference with Existing Drains or Watercourses

The Owner agrees not to interfere in any way with any existing drain or water course, without written permission of the Township, which shall be deemed to be given on approval of the plans of the Works by the Township. The granting of such permission shall not relieve the Owner of responsibility for any damage caused by such interference and will indemnify the Township against any claims against the Township relating to such damage, provided that the Township will give the Owner opportunity to defend, at the Owner’s sole cost, any such claim.

7.7 Contracts of Sale and Transfers – Drainage Provisions

All contracts of sale and transfers by the Owner of any lot within the subdivision shall contain the provisions relating to drainage set out in Schedule “Q” hereto.

7.8 Interim Drainage

The Owner, at its expense, shall maintain sufficient interim drainage and outlets to provide adequate drainage during the course of construction. The provision of interim drainage shall include the installation and removal of culverts as required by the Township.

7.9 Slope Alteration

Neither the Owner, nor any successor in title of the Owner, shall alter the slope of any lands in the Subdivision, nor interfere with any drains established on those lands except in accordance with the approved final grade control plan referred to in Schedule "H" without the prior written consent of the Township.

7.10 Lot Grading and Drainage Plan

The Owner agrees to prepare a detailed lot grading and drainage plan in accordance with Schedule "S" and to implement the plan both during and after construction. Upon completion of all grading, drainage, and storm water works, the Owner shall provide, through a Professional Engineer, certification that all storm water works have been implemented in accordance with the approved plans.

The Township takes no responsibility and shall not assume any control or responsibility for any drainage outlet until such time as the Grading and Drainage Plan has been approved and compliance with and implementation of the Grading and Drainage Plan has been certified by a Professional Engineer and received Final Acceptance by the Township.

7.11 Building Permits – Approved Grades

Applicants for a building permit, for any lot or block in the Subdivision, shall be required to provide a lot grading plan verifying that the proposed grades meet the overall approved lot grading plan and building permit site plan.

8. WATER SYSTEM

8.1 Water System in Accordance with Specifications in Schedule "J"

The Owner shall install a water system in accordance with the specifications set out in Schedule "J" hereto.

8.2 Water Systems -Special Conditions

The Owner shall comply with any special conditions described in Sections 48 and 49 hereof and shall include in all contracts of sale and transfer of any lot within the Subdivision such provisions relating to the water system as are required therein.

8.3 No Guarantee

The Owner acknowledges that, notwithstanding the Acceptance of any Works by the Township and notwithstanding anything in this Agreement to the contrary, the Township makes no guarantee with respect to the water quality and/or quantity available to service the Subdivision.

9. **SANITARY SYSTEM**

9.1 Sanitary System in Accordance with Specifications in Schedule "K"

The Owner shall install a sanitary system in accordance with the specifications set out in Schedule "K" hereto.

9.2 Sanitary Systems -Special Conditions

The Owner shall comply with any special conditions set out in Sections 48 and 49 hereof and shall include in all contracts of sale and transfer of any lot within the Subdivision such provisions relating to the sanitary system as are required therein.

10. **ROADS**

10.1 Road to be Constructed in Accordance with Schedule "I" Standard Roadway Specifications

All roads in the Subdivision shall be constructed to the satisfaction of the Township and shall be constructed in accordance with the specifications and in the manner set out in Schedule "I" of this Agreement.

10.2 Installation of Services

No services shall be installed in any road or section thereof until rough grading of such road or section has been completed and approved by the Township and no pavement of any street or section thereof shall be commenced until all underground Works have been installed.

Upon completion of underground services on any street or section thereof, the Owner shall construct the granular base course in accordance with the requirements of Schedule "I" and Schedule "O".

10.3 Maintenance of Roads

Upon the approval by the Township of the granular base course, the Owner shall maintain the roads in accordance with the details of maintenance set out in Schedule "P" hereto and in accordance with the Time Schedule of Works set out in Schedule "O" hereto and shall then pave the roads in accordance with the said Time Schedule.

10.4 Winter Road Maintenance Prior to Assumption of Roads by Township

Notwithstanding the foregoing, the Township may, at its option, provide winter maintenance, including sanding, salting and snowplowing, of roads not yet assumed by the Township that are constructed to within 100mm of profile grade (top of asphalt) and are connected to an open and maintained Township road. The cost of any winter maintenance undertaken by the Township shall be borne by the Owner with the cost being established by the Township using current rates on a per kilometre basis each year. All other road maintenance costs remain the responsibility of the Owner, until assumption of roads by the Township.

10.5 Township Roads

When, in the opinion of the Township, it is necessary to change the grade of existing Township roads adjacent to or abutting the said Subdivision, because of the development of the Subdivision, the Owner shall grade to sub-grade and reconstruct the said roads in the manner and time stipulated by the Township and in accordance with the specifications of the Township. Where this or any other Work is performed on existing Township roads outside the Plan of Subdivision, such roads shall be reinstated to the satisfaction of the Township at the cost of the Owner.

10.6 Stub Roads

Where it is necessary to construct a stub road from an existing road, the Owner shall construct the connecting road in accordance with the standards and specifications of Schedule "I".

11. LANDS FOR PUBLIC PURPOSES

11.1 Transfers of Lands for Public Purposes

The Owner shall transfer to the Township or to such other Municipality, Conservation Authority, or utility company designated by the Township, without cost to the Township, the land and easements described in Schedule “E”.

11.2 Drainage Easements over Private Property

Where, in the opinion of the Township, storm sewers or other drainage Works require an outlet over, under, or across lands not owned by the Owner, the Owner shall obtain either by deed, transfer, grant or transfer of easement or licence, as specified by the Township, the necessary outlet and shall transfer or assign the interest so obtained to the Township. If the Owner is unable to obtain such a deed, transfer, grant or transfer of easement or licence within a reasonable period prior to the signing of this Agreement, the Township may, but shall have no obligation to, obtain the necessary easements or interests and the Owner shall pay all costs thereof.

11.3 Park Dedication

The Owner shall dedicate land described in Schedule “E” hereto for park purposes pursuant to Section 51.1(1) of *The Planning Act*, R.S.O. 1990 c.P. 13, as amended, and shall develop and maintain the park lands to be conveyed to the Township hereto in accordance with Schedule “L” hereto. The Township may, in lieu of such conveyance or part of such conveyance, require the payment of money by the owner of the land pursuant to Section 51.1(3) of *The Planning Act*, in accordance with Schedule “D” hereto.

11.4 Protection of Public Lands

The Owner shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment, nor allow vehicles access for any purpose, on the public lands of the Subdivision as described in Schedule “E” hereto, and furthermore, it shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said public lands, other than roads, without the prior consent of the Township.

11.5 Replacement Topsoil

In the event that topsoil has been removed from the public lands of the Subdivision as described in Schedule “E” hereto, prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the Township to provide cover for the

site to a depth specified by the Township, and the Owner shall level and grade such topsoil as required by the Township.

12. SITE ALTERATION

12.1 Blasting

All blasting activities shall be conducted by a certified blasting company. The blasts must be in accordance with Ministry of Environment Conservation and Parks guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure compliance with applicable guidelines and regulations. The Owner shall maintain detailed blast records, which shall follow Ministry of Environment and Climate Change recommendations regarding information requirements. Prior to any blasting, the Owner shall conduct an inspection of the well and foundations for properties which could be impacted by the blasts.

13. TRANSFER OF UTILITY EASEMENTS

In addition to the easements set out in Schedule “E”, the Owner shall transfer to the relevant utility companies any easement or interest in land reasonably required by such utility company and approved by the Township, which approval the Township shall not unreasonably withhold, for the purpose of providing hydro, telephone, cablevision or gas services to the Subdivision. Such transfers may be required before or after the registration of the plan.

14. MOVEMENT OF FILL

All topsoil within the area of the Plan of Subdivision shall remain within the area of the Plan of Subdivision unless the Owner has received the prior written approval of the Township for removal. In the case of road construction, topsoil shall be stripped for the complete width of the sub-grade and shall be stock-piled within the area of the Plan of Subdivision for use in development of Works or lots in the Subdivision. Top soil so stock-piled shall not be stock-piled in any public lands identified in Schedule “E” hereto other than roads without the prior written approval of the Township.

15. LANDSCAPING

15.1 Landscaping in Accordance with Schedule “M”

The Owner shall landscape each lot on the Plan of Subdivision in accordance with the requirements of Schedule “M”.

15.2 Seeding or Sodding of Ditches and Slopes

The Owner shall provide seeding or sodding of road side ditches and slopes in accordance with the specifications set out in Schedule “H”, Schedule “I” and Schedule “M” hereto.

15.3 Tree Planting and Preservation

The Owner shall plant and preserve those trees and shrubs as required by Schedule “M”.

15.4 Maintenance of Landscaping Works

The Owner shall maintain the Works referred to in this Section 15 in accordance with the provisions of Schedule “H”, Schedule “I”, Schedule “M” and Schedule “P”.

16. STREET LIGHTING

16.1 Street Lighting in Accordance with Schedule “B” and Schedule “N”

The Owner shall install street lighting as provided for in Schedule “B” hereto, in accordance with the specifications set out in Schedule “N” hereto.

16.2 Acceptance of Street Lights

Notwithstanding Section 26, the Township shall accept the street lights upon preliminary approval of the installation of them.

17. UTILITY INSTALLATIONS

17.1 Installation of Utilities and Transfer of Utility Easements

The Owner shall arrange with the relevant utility companies for the installation of hydro and telephone services and cablevision and gas services, if any, to the Subdivision and for the transfer of easements with respect to such installations, all at no cost to the Township.

The utility installations shall conform to the requirements set out in Schedule “N” and shall be located and installed to the satisfaction of the Township.

17.2 Relocation of Utilities at Owner’s Cost

The Owner shall be responsible for the cost of relocating any existing utility service required by the construction of Works provided for in this Agreement.

18. LOT DEVELOPMENT PLAN

The Owner shall submit a Lot Development Plan to the Township's satisfaction, identifying all building and sewage system envelopes, well locations, areas of constraint, existing and finished elevations of the lot development envelopes, driveway location, and drainage works. The Lot Development Plan shall also include an overall Landscape Plan to the Township's satisfaction, identifying a naturalized shoreline and other vegetation to be maintained as well as the demarcation line between the buildable areas, in which development may occur in accordance with the Township's usual process and the requirements set out herein, and the restricted buildable areas, in which development may only occur if the proposed works are supported with a lot specific geotechnical assessment, of each lot and shown as the "Environmental Limit" on the draft plan of Subdivision held on file in the Township's offices. The Landscape Plan is to follow recommendations contained in the Environmental Impact Statement and Species at Risk Surveys, prepared by DST Consulting Engineers dated August 2014, and the Paterson Group Slope Stability Assessment dated March 3, 2017.

19. STREET NAMES

All streets shown on the Plan of Subdivision shall be named to the satisfaction of the Township and the County.

20. STREET AND TRAFFIC SIGNS

20.1 Permanent Street Signage

The Owner shall provide and install all traffic signs to the Township's specification and at locations to be determined by the Township, in accordance with the relevant drawings as set out in Schedule "H". The Township shall supply and erect all permanent street signs, at the Owner's cost, on the lands shown on the Plan of Subdivision in accordance with the Township's specifications and with the relevant drawings as set out in Schedule "H".

20.2 Temporary Street Signage

In the event that the street signage referred to in Section 20.1 has not already been installed to the satisfaction of the Township, the Township may require the Owner to erect temporary street signage prior to issuance of any building permits.

21. CIVIC ADDRESSES

The Township, at the cost of the Owner, shall provide and place in a conspicuous position on the lot or on the building or structure on the lot, a civic address number that is clearly visible from the street line in front of such building or structure. The Owner shall submit

to the Township a copy of the Subdivision Plan, at a scale and form specified by the Township, upon which the Township shall designate the proper civic address or number for each lot.

22. REPAIR OF DAMAGED PUBLIC WORKS ON ADJOINING LANDS

The Owner covenants and agrees that all streets abutting the Subdivision lands which are to be used for access during the construction of houses or buildings or public Works in the Subdivision shall be kept in a good and usable condition during the said construction, and, if damaged by the Owner or parties employed by the Owner in construction of houses or buildings or public Works, or by builders so employed, will be restored immediately and all trucks making delivery to or taking materials from the lands in the Subdivision shall be adequately covered and not unreasonably loaded so as not to scatter refuse rubbish or debris on or abutting the street. All dirt and debris that is tracked onto an adjoining road by trucks or equipment leaving the site shall be removed by the Owner.

23. MAINTENANCE OF WORKS

23.1 General

The Owner shall maintain and repair all underground services and all other Works installed pursuant to this Agreement, and/or correct any deficiency and/or faulty workmanship with respect to such services and Works, until Final Acceptance thereof by the Township and, where applicable, in accordance with Schedule "P" hereto.

23.2 Owner to Respond to Flooding

The Owner shall respond to any flooding occurring throughout the Subdivision and provide necessary Works required to alleviate the flooding.

24. USE OF WORKS

The Works referred to herein may be used by the Township for the purpose for which such Works are designed, but such use shall not be deemed an Acceptance of the Works by the Township nor shall such use in any way relieve the Owner of its obligations with respect to the construction and maintenance of such Works, provided that the Owner shall not be liable for the negligence of the Township, its servants, agents and employees.

25. PRELIMINARY APPROVAL

25.1 Preliminary Approvals Process

The following provisions shall apply to applications by the Owner for Preliminary Approval of any Work:

- (a) The Owner shall apply for preliminary approval of Work only when a substantial amount of Work has been completed. The Township, upon receipt of any application for preliminary approval shall decide whether sufficient Work has been completed to warrant processing the application for Preliminary Approval. "Substantial Amount of the Work" at minimum, shall mean that an amount corresponding to fifty percent (50%) of the total estimated cost of the Work described in Schedule "C" hereto has been completed.
- (b) If the Township is prepared to give preliminary approval of any Work, but there are also some minor deficiencies in that Work, a list of the deficiencies shall be made by the Township and the Owner shall correct those deficiencies forthwith. The Township shall give Work preliminary approval upon being satisfied that the said deficiencies have been corrected.
- (c) The date on which Township Engineer's provides written notice of his recommendation to approve the Works shall be the date of Preliminary Approval of the Work.
- (d) The Owner's obligations for repair and maintenance of any Work for which preliminary approval is given shall continue until the date of Final Acceptance of all Works in the Subdivision by Council, unless otherwise specified herein.

25.2 No Release

Preliminary Approval shall in no way release the Owner from any obligations herein nor constitute in any way Acceptance, partial or complete, of any of the Works.

25.3 Interim Reductions in Security

Upon the Preliminary Approval of any Work, the Owner may apply for a reduction in the security described in Schedule "D" hereto. Interim security reductions shall be authorized by the Township in conjunction with the Township Chief Administrative Officer.

26. ACCEPTANCE OF WORKS

26.1 One Year Warranty Period

No application for Final Acceptance shall be made until the expiry of twelve (12) months from the day the Township has deemed the Works required to be done pursuant to this Agreement as complete with no outstanding deficiencies and provided Preliminary Approval is given for such Works.

26.2 Conditions Precedent:

The performance by the Owner of its obligations under this Agreement to the satisfaction of the Township shall be a condition precedent to the Acceptance by the Township of the said Works in the Subdivision or any part thereof.

Before applying for Final Acceptance, the Owner shall provide the Township with the following documents:

- (a) a certificate by an Ontario Land Surveyor, confirming that, following the completion of all Work in the Subdivision, he has found all standard iron bars on the registered plan and on easements and rights-of-way, or has replaced any that he could not find;
- (b) a Statutory Declaration by the Owner that all accounts for Work and materials have been paid, except normal guaranty holdbacks, and that there are no claims for liens or otherwise in connection with such Work done and materials supplied for or on behalf of the Owner;
- (c) written confirmation from the Owner's Engineer stating that he has provided full-time residential construction review services and that the Works have been constructed and installed in accordance with Township approved specifications, standards and requirements and in accordance with the approved design of the Works;
- (d) written confirmation from a construction trade newspaper, as defined by the Ontario *Construction Act*, R.S.O. 1990, c. C.30, as amended from time to time (the "**Construction Act**"), that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirements of that Act; and,
- (e) as-built drawings of the Works.

26.3 Final Acceptance to be Authorized by Council

When the Township Engineer is satisfied that the Work set out in this Agreement for the Subdivision and any other Works which may have been required, have been completed in accordance with this Agreement and to the Township's standards, specifications and requirements and when the Township Engineer is also satisfied that all Township accounts have been paid and maintenance requirements met, he/she shall forthwith present a report to the Council stating that the Work for the Subdivision has been completed satisfactorily and the roads and other Works are in the required condition for them to be assumed by the Township. Acceptance of any of the Works shall be evidenced by resolution of Council.

26.4 Final Reduction in Security

Release of security upon Final Acceptance of the Works by the Township shall be authorized by Council.

27. **OWNERSHIP OF WORKS**

Upon the resolution in Section 26.3 being passed, the ownership of the Works, except Works beyond the road boundary, shall vest in the Township and the Owner shall have no claim or rights thereto, other than those accruing to it as Owner of the land abutting on the street on which the Works were installed.

28. **OWNER IN DEFAULT**

28.1 Remedy For Default of Works

If, in the opinion of the Township,

- (a) the Owner is not performing or causing to be performed the Work within the specified time, or is improperly performing the Work; or,
- (b) the Owner neglects or abandons any of the Work before its completion, or unreasonably delays the Work; or,
- (c) the Owner is carelessly executing the Work; or
- (d) the Owner neglects or fails to renew or again perform such Work as may be rejected by the Township as being or having become defective or unsuitable; or,
- (e) the Owner fails to carry out any of the maintenance required under this Agreement;
or

- (f) the Owner in any manner, in the opinion of the Township, makes default in the performance of any of the terms of this Agreement;

then in any such case the Township shall notify the Owner promptly in writing of such default, failure, delay or neglect and if such notification be without effect for fourteen (14) days after such notice, then in that case Council may give the Township full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the Work at the cost and expense of the Owner or its surety or both. The Township shall be the sole authority as to the extent of the Works required to be completed. Nothing in this Section 28 shall require the Township to carry out any such Works or maintenance whatsoever.

28.2 Emergencies

In cases of emergency the Township may enter upon the Subdivision lands and conduct Work without notice to the Owner. The Township shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the Township.

28.3 Costs of Remedy For Default of Works

The cost of any Work undertaken by the Township or on the Township's direction or behalf in accordance with Section 28.1 and/or Section 28.2 above shall be calculated by the Township whose decision shall be final. It is understood and agreed that such costs shall include a management fee of thirty percent (30%) of the value of labour and material for the dislocation and inconvenience caused to the Township as a result of default, failure, delay or neglect on the part of the Owner it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this Section 28 is a consideration without which the Township would not have executed this Agreement and shall be included within the value of security held for the outstanding Works. The Owner shall pay the costs of the Works together with the said management fee forthwith upon demand by the Township, failing which the Township may recover such costs and management fee as municipal taxes pursuant to Section 446 of the Municipal Act.

28.4 Application to Extend Time to Complete Works

If, for reasons beyond the Owner's control, such as the unavailability of materials or the occurrence of a strike or a natural disaster such as a flood, earthquake, or a similar catastrophe, the Owner is prevented from completing any Works within the time required pursuant to this Agreement, the Owner may apply to the Township for consent to extend the time for finishing such Works without forfeiting any relevant security and the Township shall not unreasonably withhold such consent.

28.5 Right of Entry

Employees or agents of the Township may enter the lands described in Schedule "A" hereto at any time or from time to time for the purpose of undertaking Work in accordance with this Section 28.

28.6 Entry Not to Constitute Acceptance

Any entry by the Township upon the Subdivision for purposes of this Section 28 shall not constitute an Acceptance of any Works by the Township nor an assumption by the Township of any liability in connection therewith nor a release from the Owner of any of their obligations under this Agreement.

29. BUILDING PERMITS, OCCUPANCY AND SALE OF LOTS

29.1 Preconditions to Issuance of Building Permits

No person shall apply for and the Township shall not be bound to issue any building permits for any building or structure to be located on any lot or block in the Subdivision until the following has been completed:

- (a) A signed authority from the Owner has been produced;
- (b) The development charges referred to in Schedule "D" attached hereto have been paid;
- (c) The applicable School Board Development Charges in accordance with the applicable Development Charges By-laws have been paid.
- (d) Any other performance deposits required by the Township pursuant to the building by-law of the Township have been paid;
- (e) Covenants have been inserted into the Transfer/Deeds for vacant land in accordance with Schedule "Q" attached hereto;
- (f) The road in front of the lot has been brought to within 100 mm of profile grade (top of asphalt) and has been connected, by roads of a similar stage of completion, to an open Township road and such storm water and drainage Works as is specified by the Grading, Drainage and Engineering Plans has been completed;
- (g) The Owner has obtained an Entrance Permit pursuant to the Township's By-law;

- (h) All other requirements in this Agreement with respect to such lot or block which are expressed to be required to be done before the building permit is issued and in particular the requirements of Section 48 and 49 herein have been complied with;
- (i) A detailed lot grading plan as described in Schedule "S" has been submitted to the Township and approved by it;
- (j) The whole of such portion of mass earth moving or general grading, as required by good engineering practice has been completed to the satisfaction of the Township;
- (k) Any financial security requirements that are associated with lot grading, tree planting and driveway paving have been satisfied.
- (l) The Owner has provided clearance letters from each utility provider supply service to any part of the Subdivision that utilities servicing is completed to their satisfaction;
- (m) The Owner has transferred to the Township or to such other Municipality, Conservation Authority, or utility company designated by the Township, without cost to the Township, the land and easements described in Schedule "E"; and
- (n) Site plan approval has been granted by the Township for the relevant lot and all conditions of approval have been fulfilled.

29.2 Requirements Prior to the Sale of all Lots

Prior to the conveyance of any lot to which this Agreement applies, the Owner shall obtain all Ministry approvals as set out herein in Section 41.

29.3 Stopping Issuance of Building Permits

The issuance of building permits may be stopped upon any failure of the Owner to fulfill the requirements of this Agreement, until such time as the requirements have been fulfilled.

29.4 Indemnification

The Owner agrees to indemnify and save harmless the Township from any claims, demands and causes of action arising out of the provisions of this section.

30. FINANCIAL REQUIREMENTS

30.1 Deposits

Before this Agreement is executed by the Township, or at such time or times as may be approved by resolution of the Council of the Township, the Owner shall deposit the cash, negotiable securities and/or irrevocable Letters of Credit, or other acceptable forms of security set out in Schedule "D" hereto, herein called the "deposit" or "deposits".

30.2 Letters of Credit

A Letter of Credit, if deposited, shall be in accordance with the draft form attached hereto as Schedule "T".

Every Letter of Credit deposited pursuant to this Agreement shall contain a specific covenant by the authority issuing such irrevocable Letter of Credit that a breach of any of subsections 30.3(a) or 30.3(b) or any failure to deposit a new Letter of Credit pursuant to subsection 30.3(c) hereto shall entitle the Township to call upon any part or the whole amount of the existing Letters of Credit notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited under the provisions of Section 30.

30.3 Renewal of Letters of Credit

If a Letter of Credit deposited pursuant to this Agreement contains an expiry or termination date, the following provisions shall apply:

- (a) Until the Final Acceptance of the Works by the Council of the Township, the Owner shall deposit with the Township at least thirty (30) days prior to the expiry or termination date set out in the Letters of Credit, new irrevocable Letters of Credit in accordance with Schedule "T" and in an amount not less than the then existing Letters of Credit or such lesser amount as the Council of the Township in its absolute discretion may approve.
- (b) If such new Letters of Credit contain an expiry or termination date, then until the Final Acceptance of the Work by the Council of the Township, the Owner shall continue to redeposit new irrevocable Letters of Credit in the same manner as provided in sub-section 30.3(a) hereof until the Final Acceptance of the Work by the Council of the Township.
- (c) If the Owner fails to deposit new Letters of Credit as required under subsections 30.3(a) and 30.3(b) hereto, such failure shall be deemed to be a breach of this Agreement by the Owner and the Chief Administrative Officer of the

Township, without notice to the Owner, may call upon any part or the whole amount of the existing Letters of Credit, notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited under the provisions of Section 30.

30.4 Review of Cost Estimates

The Township shall review, annually on the anniversary date of the registration of this Agreement, the estimated cost of the Works described in Schedule "C" which remain to be done and if such estimated cost of the Works which remain to be done exceeds the amount of the deposit(s) referred to in Schedule "D" then held by the Township, excluding any amount held for maintenance and pursuant to the Construction Act, the Owner shall deposit with the Township additional cash or a Letter of Credit in an amount equal to the difference between the then estimated cost of the Works which remain to be done and the amount of the said deposit then held by the Township. Such additional cash or Letter of Credit is to be deposited with the Township within thirty (30) days of receipt of notice by the Owner from the Township of the amounts of the cash or Letter of Credit required.

30.5 Use of Deposits by the Township

After having first notified the Owner, the Township, by resolution of Council, may at any time authorize the use of the whole or part of the amount of the deposits referred to in this Section 30 hereof to pay the cost of any Work that the Township deems necessary to rectify default by the Owner or its assigns or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or services or any defects or required maintenance or otherwise. The deposits, or so much thereof as the Council deems satisfactory, shall be held by the Township until Final Acceptance of the Works, except where any part is used pursuant to this clause and subject to sub-section 30.6.

30.6 Reduction of Deposits

Where a deposit is made pursuant to Section 30 hereof, the Township, in conjunction with the Township Chief Administrative Officer, may authorize the reduction of such deposit from time to time as Works receive Preliminary Approval, to such amount as is determined by the Township to be adequate to ensure the proper performance and maintenance of Work and the payment of any monies owed to the Township by the terms of this agreement. It is understood that ten percent (10%) of the said deposit is designed to cover maintenance of and warranty over the Works and that additional holdbacks are required in accordance with the *Construction Act*. Both of these amounts will be held by the Township until Final Acceptance of the Works. At no time shall the Letter of Credit be reduced to less than one

hundred percent (100%) of the remaining cost of the Work plus any construction lien holdbacks, any commitments pursuant to Section 28.1 and the ten percent (10%) retained to cover maintenance and warranty commitments.

30.7 Final Release of Deposits

Upon Final Acceptance of the Work by the Council, the Owner shall be entitled to have released to it by the Township all deposits then held by the Township under this Agreement provided that the full amount of deposit shall not be refunded until the Township has received a certificate of completion pursuant to the *Construction Act* and all construction liens have expired and any claims have been paid. Notwithstanding the foregoing, the Owner shall not be entitled to any interest which may accrue on the deposits while such amounts were held by the Township.

31. CONSTRUCTION LIENS

31.1 Holdback

The Owner shall hold back in its payment to any contractors who may construct the Works, such sums as are required in accordance with the *Construction Act*, and shall otherwise indemnify the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs, in connection therewith and, on the demand of the Township, will forthwith take such steps to immediately discharge or vacate any and all claims for liens upon the Works.

31.2 Claim for Lien

Notwithstanding anything otherwise contained in this Agreement, in the event that a claim for lien is registered under the *Construction Act* relating to Works being constructed pursuant to this Agreement, then the Owner shall be deemed to be in breach of its obligations under this Agreement and the Township, without notice to the Owner, may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Township may use the financial security to complete the Works on behalf of the Owner and may, in its sole and absolute discretion, use the financial security for payment into Court of the full amount claimed as owing in the claim for lien, plus costs, including legal costs, for the purpose of vacating the claim for lien pursuant to the provisions of the *Construction Act*.

31.3 Certificate of Completion

The Owner shall provide the Township with a certificate evidencing final completion of the Work and confirming that all suppliers, subcontractors or workmen who had or have lien rights under the *Construction Act* have been paid in full.

32. TOWNSHIP'S LIEN

The Township shall have a lien against all lands and premises within the Subdivision for any amount the Township expends in carrying out any of the obligations the Owner under this Agreement or for any other debts owing by the Owner to the Township. The Township lien rights described in this Section 32 are in addition to the security deposited with the Township in accordance with Section 30 herein.

33. DEVELOPMENT CHARGES

The Township shall not issue any building permit for any dwelling unit to be erected on any lot in the Subdivision until the Township's requirements with respect to the payment of development charges pursuant to the Township's Development Charges By-law have been satisfied.

34. LOCAL IMPROVEMENTS AND MUNICIPAL ACT CHARGES

The Owner shall prepay any local improvement charge which has been or will be levied against any of the lands within the Plan of Subdivision before the execution of this Agreement by the Township.

35. PROFESSIONAL FEES

The Owner shall pay to the Township an amount equal to all professional fees, including legal, engineering and land use planning fees and disbursements, incurred by the Township for advice with regard to the Subdivision of the lands described in Schedule "A", the preparation of this Subdivision Agreement and all documents required to be prepared pursuant to it, the preparation of any amending agreements and for advice with regard to any breach of or anticipated breach of the agreement, and, if required, the rezoning of the lands and amendments to the Official Plan. Copies of accounts from the Township's professional advisors shall be delivered by the Township to the Owner on receipt of such accounts and the Owner shall pay, forthwith to the Township or its nominee, amounts required to settle such accounts as they are rendered by the Township's advisors. The Owner shall deposit with the Township the amount stipulated in Schedule "D" as security in respect of payment costs for professional advice, including legal, engineering and land use planning fees and disbursements.

36. INTEREST

The Owner shall pay interest to the Township on all sums of money payable to the Township herein which are not paid on the due date, such interest to be calculated monthly from the due date until such payment is made. The rates of interest so payable shall be determined as follows:

- (a) The interest rate commencing on the due date shall be the rate then currently applying to unpaid taxes; and,
- (b) If the sums of money payable to the Township are not paid prior to a change in the rate applying to unpaid taxes referred to in sub-section 36(a), the interest rate shall be re-determined each time there is a change in the rate applying to unpaid taxes until the sums of money so payable are paid.

37. **INSURANCE**

37.1 Form of Insurance

Prior to the execution of this Agreement, the Owner shall obtain a comprehensive policy of public liability and property damage insurance acceptable to the Township. Such policy or policies shall:

- (a) Include the Township and the County as named insureds;
- (b) Provide insurance in the amount of not less than \$5,000,000.00 per occurrence, exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property;
- (c) Provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants, subcontractors, contractors, employees or agents during the construction or installation or maintenance of any Works to be performed pursuant to this Agreement;
- (d) Not contain any exclusion for blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading, provided that if the Owner does not intend to undertake any of the foregoing activities, the policies may exclude them. If, subsequent to the issuance of the policies, the Owner finds it necessary to undertake any of the said activities, no such activity shall be commenced until the insurance policies then lodged with the Township are amended or new policies filed, deleting any exclusions for such activity;
- (e) Include “completed operations” coverage;
- (f) Include blanket written contractual liability, cross liability, contingent employer’s liability, personal injury endorsement and liability with respect to non-owned licenced vehicles;

- (g) Contain an endorsement to provide the Township, the County and the Owner with not less than 30 days written notice of change or of cancellation; and,
- (h) Extend for a period of one (1) year after Final Acceptance of the Works.

37.2 Increases in Insurance Coverage:

If at any time or times when the Work is in progress, in the opinion of the Township, the amount of insurance coverage should be increased then, on receipt of notice of such opinion, the Owner shall immediately increase the insurance coverage to the amount specified by the Township and shall forthwith lodge with the Township endorsements to existing policies showing the increase or additional insurance policies covering the amount of the increase.

37.3 Evidence of Insurance

Prior to the registration of the plan, the Owner shall forward to the Township a certificate of insurance acceptable to the Township and signed by an authorized employee of the insurance company providing the insurance.

The Owner shall prove to the satisfaction of the Township, from time to time, if the Township requires it, that all premiums on such policies of insurance have been paid and that the insurance is in full force and effect and that the Township and County are named insureds.

38. INDEMNITY

The Owner on behalf of itself, its heirs, executors, administrators, successors and assigns hereby covenants and agrees to indemnify the Township and each of its officers, servants, contractors, subcontractors, employees, councillors and agents from all loss, damage, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from, or in consequence of, the execution, non-execution or imperfect execution of any of the Works or of the supply or non-supply of material therefor, whether such loss, damage, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, subcontractors, employees, officers, servants or agents and whether such loss, damage, costs, expenses, claims, demands, suits or other proceedings are occasioned by or made or brought against the Owner or its contractors, officers, servants or agents, or the Township, its officers, servants or agents or any other person or persons, corporation or corporations.

39. ZONING AND BUILDING RESTRICTIONS

39.1 Compliance with Official Plan and Zoning By-Law(s)

The Owner shall comply with any official plan and zoning by-law(s) in force in the Township which affect the lands described in Schedule "A" hereto.

39.2 Zoning By-law Amendments and Official Plan Amendments

If, as a result of a County condition or for any other reason, an amendment to an existing official plan or zoning by-law or a new zoning by-law is required to be passed in connection with the Subdivision, the Owner shall make an application to the Township for approval of such official plan or zoning by-law amendments and this Agreement shall not be executed until such amendments are final and binding and all statutory appeal periods have elapsed.

39.3 Building Restrictions

The Owner shall comply with the covenants set out in Schedule "Q" hereto. The Owner shall include in all transfers of the whole or any part of any lot or block on the Plan of Subdivision the covenants set out in Schedule "Q" hereto.

40. RENFREW COUNTY AND OTHER APPROVALS

The Owner acknowledges that the approval of the County may be required for many of the Works provided for herein. Obtaining the approval of the County and any other approval from any other governmental body or agency to the Subdivision or to any Works to be constructed or installed by the Owner pursuant to this Agreement shall be at the expense of and the responsibility of the Owner.

41. MINISTRY APPROVAL

- (a) Prior to the conveyance of any lot to which this Agreement applies and prior the commencement of any drainage works or any other works to which Ministry Approval applies, the Owner shall obtain and deliver to the Township the following:
 - (i) Any required certification or approval from the Ministry of Natural Resources and Forestry; and
 - (ii) any other approval or certification as may be required by the Township.

- (b) Prior to Final Acceptance, the Owner shall obtain and deliver to the Township an amended Environmental Compliance Approval.

42. LEGAL REQUIREMENTS

42.1 Registration of Plans and Documents:

Prior to the conveyance of any lot or block on the Plan of Subdivision to which this Agreement applies, the Owner agrees to register the following documents at its expense:

- (a) This Agreement;
- (b) All transfers of land and easements described in Schedule “E”;
- (c) The restrictive covenants described in Section 50.1(b); and
- (d) Any Notice of Agreement with respect to any covenant agreement or agreement which the Township deems necessary.

42.2 Inhibiting Order

The Owner shall notify the Township when the Plan of Subdivision is ready for registration and, if required by the Township, shall include in the plan document, which is produced to register the Plan of Subdivision, a Clerk’s Certificate to be signed by the Clerk of the Township, requesting the Land Registrar to issue an Inhibiting Order prohibiting dealing with the said lands until the documents described in sections 42.1(a), 42.1(b) and 42.1(d) above have been registered to the satisfaction of the Township.

42.3 Cost of Registration

The Owner will pay to the Township the cost of the registration of this Agreement and the registration of any plans, transfers and other documents required pursuant to this Agreement.

43. TURNING CIRCLE

- (a) At the time of registration of Phase 1, the Owner conveyed the turning circle described as Block 19, Plan 49M-105 to the Township in accordance with the terms of the Phase 1 Subdivision Agreement (the “**Turning Circle**”).
- (b) The Owner acknowledges that the Turning Circle shall only be reconveyed to the Owner when the Township is satisfied, in its sole discretion, that the ditch located within the Turning Circle can be realigned and constructed within the municipal

right of way known as Shady Maple Road. The Owner shall provide the Township with design details for review and approval by the Township, in the Township's sole discretion. Once the design details have been approved to the satisfaction of the Township, the Owner shall remove and remediate the Turning Circle and realign and construct the ditch within Shady Maple Road, together with any associated works, if and as required by the Township, all at the Owner's sole cost and expense. When the Township has determined that the Turning Circle can be reconveyed, the Owner shall accept such reconveyance on an "as is" basis.

44. PRE-SERVICING AGREEMENT

- (a) A subdivision pre-servicing agreement covering the lands described in Schedule "A" was entered into between the Owner and the Township (the "**Pre-Servicing Agreement**") and all terms and conditions of the Pre-Servicing Agreement are subject to this agreement. The terms of the Pre-servicing Agreement will survive the execution of this Subdivision Agreement. The Owner hereby agrees that all obligations and securities provided under the Pre-Servicing Agreement are transferred to the Subdivision Agreement. In the event of conflict between the terms of the Pre-Servicing and the Subdivision Agreement, the terms of the Subdivision Agreement shall prevail.
- (b) The parties agree that all securities for the Pre-Servicing Agreement and the Subdivision Agreement shall be deposited with the Township prior to final registration of the Subdivision Agreement on title. As the Owner will have completed a portion of the Works set out in Schedule "B" prior to the execution of this Agreement, the financial security required to be deposited by the Owner pursuant to this Agreement, including such securities as may still be held by the Township under the Pre-Servicing Agreement, shall represent 100% of the costs of those Works set out in Schedule "B" which, at the date of execution of this Agreement, have not yet been completed by the Owner and inspected and approved by the Township.

45. NOTICES

If any notice is required to be given by the parties this Agreement, such notice shall be mailed by registered mail or delivered to:

- (a) If to the Township:

Township Clerk
Township of McNab/Braeside
2473 Russett Drive

Amprior, ON K7S 3G8

(b) If to the Owner:

KDSA Development Corp.

Or such other address of which either party has notified the other in writing, and any such notice mailed by registered mail or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

46. AGREEMENT DELIVERED TO PROSPECTIVE PURCHASERS

The Owner, or its successor in title, whichever is applicable, shall deliver to the prospective purchaser at the earlier of the date of the execution of the Agreement of Purchase and Sale and the date of registration of the transfer a whole copy of this Subdivision Agreement.

47. ENCUMBRANCERS' CONSENT AND SUBORDINATION/ POSTPONEMENT

The Owner acknowledges and agrees that any and all encumbrancers, including but not limited to any Chargees, to the extent of their interest in lands owned by the Owner and legally described in Schedule "A", shall consent to and agree to the provisions and conditions herein contained and, for themselves and their heirs, executors, administrators, successors and assigns shall subordinate and postpone any and all right, title and interest in the lands owned by the Owner described in Schedule "A" to the Township and to the rights granted in this Agreement. The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against title to the Owner's land described in Schedule "A" attached hereto, the said agreement to be in a form acceptable to the Township, in its sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.

The Owner also shall obtain discharges or cessations of any mortgages, charges, or other encumbrances as they affect any lands to be transferred for public purposes pursuant to Schedule "E".

48. COUNTY'S CONDITIONS AND COVENANTS ARISING THEREFROM

48.1 Conditions of Draft Plan Approval

The conditions of draft plan approval of the Subdivision are hereto as Schedule "F". The Owner shall perform all of the conditions so imposed. Certain specific covenants relating to such performance may be set out herein but shall not limit the generality of the foregoing.

48.2 Decommissioned Wells

The Owner shall provide the Township with confirmation from a licensed engineer that all existing wells which are not to be utilized for water supply wells, or retained for sentinel well purposes have been decommissioned by a licensed well technician.

48.3 Covenant Agreement

The Owner or its successors in title, shall deliver to each prospective purchaser, prior to the execution of the Agreement of Purchase and Sale, a copy of the Covenant Agreement described in Schedule "Q" to this Subdivision Agreement.

48.4 Community Mail Box

The Owner shall:

- (a) Satisfy the requirements of Canada Post and the Township regarding the location of community mailboxes and related works, which do not negatively impact any butternut trees.
- (b) Notify Canada Post if the project changes thereby potentially impacting Canada Post service.
- (c) Notify Canada Post of the new civic addresses as soon as possible.
- (d) Provide Canada Post with the following dates:
 - (i) development work is scheduled to begin;
 - (ii) excavation for the first foundation; and
 - (iii) installation of the community mailbox(es).

- (e) Indicate the permanent community mailbox location(s), determined in consultation with Canada Post, on the appropriate overall utilities plan.
- (f) Prior to offering any units for sale, to display a map on the wall of the sales office in a place readily available to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- (g) Include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- (h) Provide a suitable and safe temporary site for a community mailbox until curbs, sidewalks and final grading are completed at the permanent Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - (i) any required walkway across the boulevard per municipal standards;
 - (ii) any required curb depressions for wheelchair access with an opening of at least 2 metres (consult Canada Post for detailed specifications).
 - (iii) A Community Mail Box concrete access and/or culvert per municipal specifications.

48.5 Telecommunications

- (a) Prior to commencing any work within the Subdivision, the Owner shall have confirmed to the satisfaction of Bell Canada and the Township that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the satisfaction of the Township that sufficient alternative communication/telecommunication facilities are available within the Subdivision to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management (i.e. 911 Emergency Service). The Owner shall include a statement in all offers of purchase and sale which advises purchasers of the whole or any part of any lot or block on the Plan of Subdivision that wireline communication/telecommunication

infrastructure is not available within the Subdivision and that a list of the alternative communications and telecommunications services shall be made available to purchasers.

- (b) The Owner agrees to grant any easements that may be required for telecommunication services to the satisfaction of Bell Canada. Easements may be required by Bell Canada. In the event of any conflict with existing Bell Canada facilities or easements arising as a result of the Works or the Subdivision, the Owner shall be responsible for the cost of relocating such facilities or easements and shall coordinate such relocation with Bell Canada.
- (c) The Owner acknowledges and agrees that Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line and shall pay all costs associated with the construction and installation of such conduits as determined by Bell Canada;
- (d) The Owner acknowledges and agrees that a financial contribution from the Owner may be required to provide telecommunications to the proposed development.

48.6 Environmental Impact Statement

- (a) The Owner shall be responsible for implementing and monitoring the mitigation measures outlined in the report titled “Burnstown Bridge Property Environmental Impact Statement and Species at Risk Surveys”, prepared by DST Consulting Engineers and dated August 2014, including, but not limited to:
 - (i) Soil compaction, vegetation damage, intrusion of construction equipment and other potential impacts on the core of the root system of trees adjacent to the edge of the property shall be avoided by restricting grading and other site alteration activities to the Site. Where necessary to mark the property line, the Owner shall provide, at its sole cost and expense, construction fencing (snow fencing and/or silt fencing) to clearly mark the boundaries between the edge of the property and adjacent properties (where required) both during tree clearing and construction;
 - (ii) If clearing occurs close to adjacent properties and where considered necessary, the Owner shall place woodchips on the development side of the construction fencing to help prevent the compaction of soil surrounding fine feeding roots and further discourage entry into adjacent areas;

- (iii) If vegetation damage occurs to trees on adjacent properties, an arborist shall review any damage to determine the best course of action to restore the original vegetative functions;
- (iv) Blasting may be required to meet specific servicing and building requirements due to the shallow bedrock present at the Site. In areas adjacent to the tree line where blasting is required, consideration shall be given to pre-shearing the rock to create a crack between the trees' critical root zone perimeter (approximately 10 times the diameter at breast height (dbh) of the trees) and the blasting work. This should be undertaken in areas where protection or retention of trees is considered desirable by the Owner. In such areas the ground around the trees adjacent to blast areas could be moistened to increase soil adhesion and assist in retaining root-soil contacts during blasting; and
- (v) If blasting occurs within 30 metres of the river, it shall not be undertaken during critical fish spawning periods. However, blasting within 30 metre of the river is not anticipated to be necessary due to the 30 metre setback.
- (vi) The primary mitigation measure to protect aquatic habitat will be the preservation of the majority of vegetation within the 30 metre setback from the high water mark of the river. This setback will serve as a vegetative buffer around the Madawaska River and will help to absorb, filter, and slow overland stormwater flow, thereby improving the quality of stormwater flowing into the river. In addition, this setback will maintain shoreside habitats and will provide a movement corridor for wildlife.
- (vii) During construction, site preparation could lead to erosion and sedimentation to existing streams and conveyance systems. Although construction is only a temporary situation, a sediment and erosion control plan will be prepared to identify mitigation measures to reduce unnecessary construction sediment loadings. These measures will include:
 - a. Groundwater in trenches will be pumped into a sediment bag (e.g. enviro bag) prior to release to the environment;
 - b. Seepage barriers will be constructed in any temporary drainage ditches;
 - c. Construction vehicles will leave the site at designated locations. Exits will consist of a bed of granular material, in order to minimize the tracking of mud off-site; and

- d. Any stockpiled material will be properly managed to prevent these materials from entering aquatic environments. The stockpiles as well as equipment fuelling and maintenance areas will be located a minimum of 30 meters from the river, ditches and other conveyance routes.
- (viii) Location and details of proposed sediment and erosion control features will be developed prior to construction. A spills action plan will also be developed to prevent impacts from spills during the construction phase.
- (ix) The Owner shall be responsible for implementing the following measures to mitigate impacts to wildlife and potential impacts to Species At Risk (SAR):
- a. To avoid impacts to nesting birds, tree removal will be undertaken to avoid the core migratory bird breeding season of April 15th to July 31st;
 - b. If bird nesting sites are discovered on-site, a qualified biologist will be retained to advise on how to avoid impacts to the nest;
 - c. During lot clearing and housing construction, silt fencing will be arranged to also function as temporary wildlife fencing to reduce the likelihood of turtles, frogs, mammals, and other wildlife from entering the work area;
 - d. The fencing and work area will be inspected prior to commencement of work to ensure that the arrangement will reduce the likelihood of wildlife entering the work area;
 - e. During house construction, silt fencing will be put in place prior to the commencement of work on-site. The silt fencing should be in place prior to critical nesting seasons;
 - f. Prior to vegetation clearing, preconstruction sweeps of vegetated areas will be undertaken to ensure wildlife are not present; and
 - g. Should a SAR be discovered on-site during construction, measures will be taken to prevent harm to the animal and Ministry of Natural Resources and Forestry will be contacted immediately to discuss how to proceed.

- (x) The Owner will obtain an *Overall Benefit Permit* and meet the requirements of the Ministry of Natural Resources and Forestry in accordance with the Ontario *Endangered Species Act*.

48.7 Erosion and Sediment Control

The Owner will be responsible for implementing and monitoring the mitigation measures outlined in Section 48.6 above. Regular inspection and maintenance of the erosion control measures and other mitigation measures by the Owner will include:

- (a) The contractor's inspection and maintenance of the filters and sediment and erosion control measures used for trench dewatering, the geotextile fabric on catch basins and manholes, the bulkhead barriers and the seepage barriers. The maintenance will include sediment removal and disposal, and material replacement as required;
- (b) The confinement of all construction vehicles and chemicals, fuels and other potentially hazardous materials to designated controlled areas;
- (c) Undertaking inspections during periods of in-water work, and vegetation clearing;
- (d) The placement of construction and sediment fencing as outlined in the sediment and erosion control plan, which shall be regularly inspected to ensure the proper function of the fencing. Any accumulated sediment shall be removed and the sediment fencing shall be keyed in properly to ensure no surface flow and associated potential sediment contamination under the fencing. Any breaks in the construction fencing will be fixed immediately to ensure no direct damage to the vegetation in surrounding properties. The contractor will be held responsible for all damage to vegetation outside of the work areas;
- (e) The removal of all sediment and construction fencing upon the completion of construction, followed by sodding, seeding and tree planting shall be conducted correctly and as soon as weather permits. The success of all vegetative plantings will be assessed through visual inspections as detailed in the landscaping warranty. Any plantings that are dead or dying will be replaced by the Owner at the Owner's cost and expense.

48.8 Environmental Limits

Prior to completing the sale or transfer of any lot in the Subdivision, the Owner shall engage an Ontario Land Surveyor to install surveying stakes identifying the location of the line marked "Environmental Limit" on the Lot Development Plan described in paragraph 18 of this Agreement in the draft Plan of Subdivision held on file in the Township Office. The "Environmental Limit" constitutes the demarcation line between the buildable areas, in

which development may occur in accordance with the Township's usual process and the requirements set out herein, and the restricted buildable areas, in which development may only occur if the proposed works are supported with a lot specific geotechnical assessment, of each lot. The survey stakes shall remain visible at all times and shall not be removed or altered.

49. SUBSEQUENT PURCHASERS

49.1 Notice with Respect to Conditions for Building Permits

The Owner covenants and agrees to inform prospective purchasers of the whole or any part of any lot or block on the Plan of Subdivision, in writing at the time of Offer of Purchase and Sale, of the provisions of Section 29 herein.

49.2 Statements to be Included in Agreements of Purchase and Sale

The Owner covenants and agrees to include, in any agreement of purchase and sale, the covenants contained in Schedule "Q" hereto.

50. OTHER CONDITIONS

50.1 Recreational Block

The Owner covenants and agrees that:

- (a) at the time of registration of Phase 1, the Owner incorporated a not-for-profit corporation, which at the time of incorporation was known as Braeburn Estates Community Association, to own Block 17 on Plan 49M-105 (the "**Recreation Block**"), with each owner of a lot within Phase 1 and Phase 2 being required to become a member of the Association and share in the use and maintenance of the Recreation Block and its facilities, including cost sharing and payment of expenses associated therewith, all in accordance with the terms of a joint use and maintenance agreement registered as Instrument No. RE268295 on November 12, 2020 (the "**Joint Use and Maintenance Agreement**"). The Owner shall include in any agreement of purchase and sale, in accordance with Section 48.2 hereof, a full description of the nature of the Association and the requirement and process for purchasers of lots within the Subdivision to become members in the Association and for the assignment and assumption of the Joint Use and Maintenance Agreement; and
- (b) immediately following the registration of the Plan of Subdivision and prior to the Inhibiting Order, the Owner shall register a restrictive covenant over the Recreational Block in favour of all of the lots in the Subdivision restricting the use

of the Recreational Block for recreational purposes and boat access to the Madawaska River;

51. NUMBERS, GENDER AND SUBSEQUENT PARTIES

If there is more than one owner or the owner is a male or female person or a corporation this Agreement shall read with all grammatical changes appropriate by reason thereof and all covenants and liabilities and obligations shall be joint and several.

52. SUCCESSORS AND ASSIGNS

This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

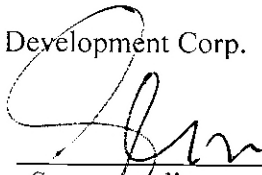
53. PARAGRAPH HEADINGS

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

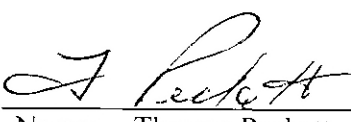
IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed the Corporate Seal of the company duly attested to by its property signing officers duly authorized in that behalf.

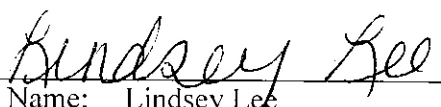
DATED at the Township of McNab/Braeside, this 6th day of June, 2022.

SIGNED, SEALED AND DELIVERED in the presence of
WITNESS:

) By: KDSA Development Corp.
)
)
) Per: 
) Name: Susan Anglin
) Title: President
) I/we have the authority to bind the corporation.

IN WITNESS WHEREOF the Corporation of the Township of McNab/Braeside has hereto affixed its Corporate Seal duly attested to by its Mayor and Clerk.

By: 
Name: Thomas Peckett
Title: Mayor

By: 
Name: Lindsey Lee
Title: Clerk/CAO

SCHEDULE "A"

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

Part of Lot 17, Concession 2, Geographic Township of McNab/Braeside being Lots 1 to 10 inclusive and Blocks 11 and 12, Plan 49M-113 all being part of PIN 57339-0261 (LT), prepared by Fairhall Moffatt & Woodland Limited Ontario Surveyors registered in the Land Registry Office for the Land Titles Division of Renfrew (No. 49)

SCHEDULE “B”
WORKS TO BE PROVIDED BY THE OWNER

1. Roads

All roads in the Subdivision shall be constructed and paved in accordance with Schedule “H” and Schedule “I”

2. Storm Drainage

Road ditches and road culverts shall be provided for the Subdivision and storm water drainage shall be provided where necessary, all in accordance with Schedule “H”.

Subdrains as required shall be provided beneath the roadside ditches, outletting to an approved location.

The Owner of each lot in the Subdivision shall be responsible for the supply and installation of driveway culverts, where such culverts are required by the Township and shall construct entrances to the lots in accordance with minimum standards as per the Ontario Provincial Standard Drawings (OPSD) Nos. 301.010, 301.020 and 301.030. Notwithstanding the foregoing, the Owner of each lot in the Subdivision shall comply with the Township’s Entrance Permit By-law, as amended, regarding culvert installation. Should there be a conflict or inconsistency between the Township’s Entrance Permit By-law and the requirement of this provision, the Entrance Permit By-law shall take precedence.

3. Sanitary System

As set out in Schedule “K”.

4. Water System

As set out in Schedule “J”.

5. Street Lighting and Utility Service

As set out in Schedule “N”.

6. Street and Traffic Signs

To the satisfaction of the Township.

7. Civic Addresses

To the satisfaction of the Township.

8. As-Built Drawings

As-Built Drawings are to be provided for all drainage and road Works prior to Acceptance of the Works by the Municipality. As-Built Drawings are to clearly outline the final elevations and horizontal alignment of all sewers and appurtenances, culverts and drainage ditches as well as cross-sections of the sub-base, granular base and surface. In particular, all changes from the original drawings are to be clearly noted. As-Built Drawings are to be clearly identified as such, prepared on reproducible Mylar with two (2) prints supplied. This requirement shall be to the satisfaction of the Township.

9. Park Development and Walkways

As set out in Schedule "L".

10. Landscaping

As set out in Schedule "M".

11. Removal of Temporary Cul-de-Sac

The Owner constructed a temporary cul-de-sac on Block 19, Plan 49M-105 as part of the development of the adjacent lands Phase 1 lands, being the existing limit of the Shady Maple Road. The Owner has or will be extending Shady Maple Road to permit the development of Phase 2 of the Subdivision. The Owner shall remove the temporary cul-de-sac asphalt on Block 19, Plan 49M-105 and granular material shall be removed to provide positive drainage away from Shady Maple Road and 100mm of topsoil and seed installed. The Owner shall also remove and replace the asphalt on Shady Maple Road at the cul-de-sac location to the proper crossfall to accommodate the through road. At the request of the Township, straightening of the ditch at the temporary cul-de-sac location may also be required. The Owner shall, at its cost, complete all work associated with the construction and reinstatement of Shady Maple Road following the removal of the temporary cul-de-sac as part of the current Phase 2 development. All of the work to be completed under this paragraph 11 shall be completed to the Township's satisfaction prior to the Township assuming the extension of Shady Maple Road into the Township's road network.

SCHEDULE "C"

ESTIMATED COST OF WORKS BRAEBURN ESTATES –AGREEMENT

Securities will be based on, but not limited to, the following estimated cost of the Works:

ITEM	QTY	UNIT	UNIT (\$)	TOTAL COST	% WORK COMPLETE	COMPLETED WORK (column A)	RESIDUAL WORK (\$) (column B)	Preservicing Work
ROADS & PAVEMENT								
Pavement Markings & Regulatory Signs	1	LS	\$ 2,665.63	\$ 2,665.63	0%	\$ -	\$ 2,665.63	
Granular Sealing	680	m2	\$ 12.71	\$ 8,642.80	0%	\$ -	\$ 8,642.80	
Asphalt – HL3 (40 mm)	3580	m2	\$ 11.62	\$ 41,599.60	0%	\$ -	\$ 41,599.60	
Asphalt – HL8 (50 mm)	3580	m2	\$ 13.68	\$ 48,974.40	0%	\$ -	\$ 48,974.40	
Granular 'A' (150 mm)	2160	t	\$ 19.24	\$ 41,558.40	0%	\$ -	\$ 41,558.40	
Granular 'B'	4610	t	\$ 16.48	\$ 75,972.80	0%	\$ -	\$ 75,972.80	
Earth Excavation	1	LS	\$ 267,807.92	\$ 267,807.92	0%	\$ -	\$ 267,807.92	
Rock Excavation	560	m3	\$ 170.04	\$ 95,222.40	0%	\$ -	\$ 95,222.40	
Road Culverts (600 mm incl. frost taper)	56	m	\$ 602.73	\$ 33,752.88	0%	\$ -	\$ 33,752.88	
Erosion Control Blanket	1543	m2	\$ 2.49	\$ 3,842.07	0%	\$ -	\$ 3,842.07	
Rock Check Dams	13	ea	\$ 721.54	\$ 9,380.02	0%	\$ -	\$ 9,380.02	
Asphalt Removal	594	m2	\$ 2.78	\$ 1,651.32	0%	\$ -	\$ 1,651.32	
SUBTOTAL ROADS AND PAVEMENT				\$ 631,070.24		\$ -	\$ 631,070.24	\$ -
DRAINAGE & DITCHING								
Topsoil (Import - 100mm)	2095	m2	\$ 6.61	\$ 13,847.95	0%	\$ -	\$ 13,847.95	
Hydraulic Seeding	3318	m2	\$ 0.92	\$ 3,052.56	0%	\$ -	\$ 3,052.56	
Terraced	2095	m2	\$ 7.33	\$ 15,356.35	0%	\$ -	\$ 15,356.35	
SUBTOTAL DRAINAGE & DITCHING				\$ 32,256.86		\$ -	\$ 32,256.86	\$ -
UTILITIES & STREET LIGHTING								
Supply and Install St. Lights on Hydro Poles	0	ea	\$ 3,500.00	\$ -	0%	\$ -	\$ -	
Supply and Install St. Lights & Cable	1	ea	\$ 7,000.00	\$ 7,000.00	0%	\$ -	\$ 7,000.00	
SUBTOTAL UTILITIES & STREET LIGHTING				\$ 7,000.00		\$ -	\$ 7,000.00	\$ -
MISCELLANEOUS								
Environmental Protection Straw Bales, Silt Fences, etc.	1	ea	\$ 12,741.11	\$ 12,741.11	0%	\$ -	\$ 12,741.11	
SUBTOTAL MISCELLANEOUS				\$ 12,741.11		\$ -	\$ 12,741.11	\$ -
DRAINAGE OUTLET								
Erosion & Sediment Control	1	ls	\$ 2,186.27	\$ 2,186.27	0%	\$ -	\$ 2,186.27	
Environmental Protection	1	ls	\$ 13,824.16	\$ 13,824.16	0%	\$ -	\$ 13,824.16	
Earth Excavation	1	ls	\$ 41,548.95	\$ 41,548.95	0%	\$ -	\$ 41,548.95	
300mm Rip Rap c/w Geotextile	830	m2	\$ 74.20	\$ 61,586.00	0%	\$ -	\$ 61,586.00	
200mm Rip Rap c/w Geotextile	372	m2	\$ 51.99	\$ 19,340.28	0%	\$ -	\$ 19,340.28	
Block 26 Access (Granular A)	327	t	\$ 67.93	\$ 22,213.11	0%	\$ -	\$ 22,213.11	
Maintenance Access Gate	1	ls	\$ 2,500.00	\$ 2,500.00	0%	\$ -	\$ 2,500.00	
SUBTOTAL DRAINAGE OUTLET				\$ 160,698.77		\$ -	\$ 163,198.77	\$ -
TOTAL				\$ 843,766.98		\$ -	\$ 846,266.98	\$ -
TOTAL SECURITIES HELD				\$ 843,766.98				
RESIDUAL SECURITIES							\$846,266.98	\$0.00
100% of residual cost - Column B								
CONTINGENCY & WARRANTY SECURITY							\$0.00	\$0.00
10% of completed works - Column A								
5.5% Engineering and Administration Fees							\$46,544.68	\$0.00
TOTAL SECURITIES TO BE HELD							\$892,811.66	\$0.00
TOTAL SECURITIES ACTUALLY HELD (Excluding HST)							\$0.00	\$0.00
LETTER OF CREDIT NO.								
TO BE RELEASED							\$0.00	\$0.00

Estimates are based on 2022 dollars.

SCHEDULE "D"

FINANCIAL REQUIREMENTS INCLUDING DEVELOPMENT CHARGES

<u>DEPOSIT</u>	<u>AMOUNT</u>
CASH DEPOSITS	
1. Street signs	\$250.00
2. Soils and Materials Testing Allowance	\$5,000.00
3. Cash in lieu of parkland	\$6,952.00
4. Engineering fees	\$0.00
5. Legal Fees	\$20,000.00
6. H.S.T. (except on cash in lieu of parkland)	\$3,282.50
TOTAL CASH DEPOSITS TO THE TOWNSHIP (Cash in Lieu):	\$35,484.50
SECURITY BY LETTER OF CREDIT OR CASH	
1. Estimated Cost of 100% of the Works	\$892,811.66
TOTAL SECURITY BY LETTER OF CREDIT OR CASH:	\$892,811.66

DEVELOPMENT CHARGES AND LOCAL IMPROVEMENTS AND MUNICIPAL ACT CHARGES

Development Charges, if applicable, shall be paid to the Township prior to the issuance of a building permit for a lot.

Prior to issuance of a building permit, development charges shall be paid to the Township at the rate established by any then existing By-law and any outstanding local improvement charge or *Municipal Act* charges shall be pre-paid.

CASH IN LIEU

The Owner shall provide the Township, on the signing of this Agreement, with cash in the amount of Six Thousand Nine Hundred Fifty-Two Dollars (\$6,952.00) being cash in lieu of the dedication of parkland to Section 51.1(3) of *The Planning Act*. Said cash in lieu amount shall be provided to the Township solely for the second phase of development for the Subdivision.

ADJUSTMENTS TO CASH DEPOSITS

The parties to this Agreement acknowledge that the cash amounts noted above are estimates only. In the event the said sum shall be insufficient for the purposes set out in this Agreement, the Owner shall pay the Township such deficiency forthwith upon demand thereof. Any reduction in security or return of any deposit shall be in accordance with Sections 30.6 and 30.7 of this Agreement.

SCHEDULE "E"
LAND DEDICATIONS AND EASEMENTS

1. Lands to be conveyed to the Township:
 - (a) Block 18, Plan 49M105, road allowance.
 - (b) Block 11, road allowance.

2. Lands and Easements to be conveyed to the landowner's corporation:
 - (a) Easement over Block 17, Plan 49M105, pursuant to the terms of section 49.1 of this Agreement.

3. Public Pathway: None.

4. Easements: None.

5. Restrictive Covenants:
 - (a) restrictive covenant over the Block 17, Plan 49M105 in favour of all of the lots in the Subdivision restricting the use of Block 17, Plan 49M105 for recreational purposes and boat access to the Madawaska River;

SCHEDULE "F"
RENFREW COUNTY CONDITIONS OF DRAFT APPROVAL

(see attached)

The County of Renfrew's conditions to final plan approval for registration of this plan of subdivision, File No. 47T15005, are as follows:

No. Conditions

- 1) That this approval applies to the draft plan, prepared by Jp2g Consultants Inc., certified by Adam Kasprzak, Ontario Land Surveyor, dated February 28, 2017, Revision 5, and showing:
 - a) A total of 25 lots for single detached dwellings (Lots 1 – 25);
 - b) A road allowance to be dedicated to the Township (labeled Shady Maple Road);
 - c) Block 26 to provide for drainage and a future road extension to the unopened road allowance between Concessions 2 and 3;
 - d) Block 27 to be retained as wooded open space;
 - e) Block 28 for water access for the lot owners in the subdivision;
 - f) Block 29 for a Drainage Outlet to be dedicated to the Township; and
 - g) Block 30, 31, 32, 33, and 34 for temporary turning circles.
- 2) The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the Township a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.
- 3) That prior to final approval, the County of Renfrew is to be advised by the Township of McNab/Braeside that the Owner has completed the following to the satisfaction of the Township of McNab/Braeside:
 - a) In lieu of parkland, the Owner agrees to pay the Township 5% cash-in-lieu of parkland pursuant to Section 51.2(4) of the Planning Act.
 - b) The lands have been appropriately zoned for the proposed use and that the zoning is in effect.
 - (i) Unstable slope areas and lands inaccessible due to slope hazards will be placed in a restrictive zone. These areas are described as Zone 1 (Brown Area) and Zone 2 (Yellow Area) in the Paterson Group Slope Stability Assessment dated March 3, 2017. Development in these identified areas will be restricted unless supported by further geotechnical investigation on a lot-by-lot basis and identified on an approved site plan.
 - (ii) The area described as Zone 3 (Green area) in the Paterson Group Slope Stability Assessment dated March 3, 2017, shall be zoned to a Rural Residential Exception (RR-E) zone to permit development in accordance with an approved lot specific site plan.
 - (iii) Block 28 shall be considered a private park and shall be zoned appropriately. Washrooms, sanitary drainage (Class 4 sewage system) and potable water (well) shall be provided for all designated food preparation and related dining uses. Future development of Block 28 will be subject to site plan control.
 - (iv) Block 27 will be zoned for open space.
 - c) Prior to final approval, the Owner shall submit a Drainage and Grading Plan and Storm Water Management Report to the Township engineer for review and approval, and, once approved, shall drain and grade the subject development in accordance with the approved Plans.
 - d) This development shall not interfere with existing drainage patterns for adjacent lands during construction and after completion of the development of this subdivision.

Drainage from the existing adjacent lands must be accommodated by this development, to the satisfaction of the Township Engineer.

- e) Each individual lot shall be developed in a manner to ensure that any increase in site drainage (i.e. from roof drains, patios, driveways) is directed away from the unstable slope areas, with all outlet of excess runoff directed towards the road or other communal drainage features. Limited sheet flow may be permitted in accordance with the Drainage and Grading Plan to be approved by the Township. At no time shall a lot drainage outlet onto adjacent private property. Communal drainage works shall be in place prior to any individual lot development.
- f) All road and communal drainage shall only extend through the unstable slope areas via engineered drainage structures, existing wholly within blocks to be dedicated to the Township or municipally owned lands
- g) All stormwater storage areas shall be designed and clearly detailed, with additional blocks being allocated (and dedicated to the Township) as required. Tabulated elevation-discharge relationships shall be provided for all proposed stormwater storage elements and 5 and 100-year pond levels shall be clearly indicated on the drawings. All stormwater storage elements shall be proven to not represent a public safety hazard or shall be protected accordingly.
- h) In advancing the overall drainage and stormwater management plan design, any local increase in surficial runoff shall be directed away from the unstable slope areas and directed towards distinct outlets to the Madawaska River. Given the slope stability issues, design storms shall be modeled and peak flows attenuated for the 2, 5, 10, 25, 50, and 100 year storm events for all areas susceptible to erosion and slope stability concerns. The drainage system as a whole shall be designed to control peak flow to the river. Also, any local increase in volume or flow to existing drainage channels (or any other existing features) shall only be considered where additional slope and erosion protection (or other engineered structures) are provided. Outlet structures and the drainage plan as a whole shall be vetted and approved by the geotechnical and EIS consultants with respect to any slope stability, erosion, water quality, and/or related issues. All design outlets shall be sufficiently analyzed to determine any hazardous or unsafe characteristics with public safety provisions (such as fencing, gates, grates, and grills) installed where prudent or deemed required by the Township or County as applicable.
- i) Prior to final approval, the owner shall obtain any required approvals or certifications from the Ministry of Environment Conservation and Parks.
- j) Prior to final approval, the Owner shall submit a Lot Development Plan to the satisfaction of the Township of McNab/Braeside that will identify all building and sewage envelopes, well locations, existing and finished elevations of the lot development envelopes, driveway location, and drainage works.
 - (i) The Lot Development plan shall include an overall Landscape Plan to the satisfaction of the Township of McNab/Braeside that will identify a naturalized shoreline and other vegetation to be maintained. The Landscape Plan is to follow recommendations contained in the Environmental Impact Statement and Species at Risk Surveys, prepared by DST Consulting Engineers dated August 2014, and the Paterson Group Slope Stability Assessment dated March 3, 2017.
- k) In advancing the road design, the proponent shall ensure that all recommended grading (3:1 maximum slope) be maintained wholly within the provided right-of-way. Revised ROW widths, beyond the indicated 20m, shall be provided, as required, and clearly indicated on the drawings. Recommended lot entrance locations shall be clearly indicated with related grading within safe limits and confirmation of visibility for the design speed and/or related cautionary signage provided.

Applicant: KDSA Development Ltd.
File No.: 47T15005
Municipality: Township of McNab/Braeside
(geographic Twp of McNab)
Location: Lot 17, Concession 2



Date of Decision: June 1, 2017
Date of Notice: June 1, 2017
Last Date of Appeal: June 21, 2017
Lapsing Date: June 1, 2020
Revision Date: October 28, 2018

- l) That the road allowances included in this draft plan shall be shown and dedicated as public highways.
- m) The owner shall convey Block 26 to the Municipality, to be used as a road allowance for a future possible connection to the unopened road allowance between Concessions 2 and 3.
- n) Blocks 30 to 34 shown as temporary turning circles shall be dedicated to the Township.
- o) The Owner agrees that any site alteration that occurs prior to final approval will follow the mitigation recommendations contained in the Environmental Impact Statement prepared by DST Consulting Engineers and dated August 2014.
- p) Existing wells which are not to be utilized for water supply wells, or retained for sentinel well purposes, shall be decommissioned under the strict supervision of a qualified Professional Engineer or Professional Geoscientist.
- q) Prior to final approval of each phase of the development, the Owner shall enter into a subdivision agreement with the Township of McNab/Braeside. The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Township of McNab/Braeside, at the Owner's sole expense. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the Township, in an amount of 100% of the estimated cost of all internal and external site works. The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping, roads, drainage works, parkland (if required), and storm water management works. The amount secured by the Township shall be approved by the Township Engineer.
- r) That the Owner shall coordinate the preparation of an overall utility distribution plan showing the location and the installation, timing, and phasing of all required utilities (on-grade, below-grade, or above-grade, including on-site drainage facilities and streetscaping) such location plan to be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
- s) That the Owner shall submit an engineering assessment for Building Supply Road regarding any warranted improvements to the satisfaction and approval of the Township.
- t) That the subdivision agreement between the owner and the municipality contain a provision wherein the owner agrees to the following:
 - (i) That such easements and maintenance agreements which may be required for drainage, emergency access, electrical, telephone and cablevision facilities, shall be provided and agreed to by the Owner, to the satisfaction of the appropriate authority; and that the Owner shall ensure that these easements documents are registered on Title immediately following registration of the final plan; and that affected agencies are duly notified.
 - (ii) That where the relocation or removal of any existing on-site and/or adjacent utility facility, including electrical, telephone and cablevision, is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.
 - (iii) That any blasting activities must be conducted by a certified blasting company. The blasts must be in accordance with Ministry of Environment Conservation and Parks guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure compliance with applicable guidelines and

regulations. Detailed blast records shall be maintained, following MECP recommendations regarding information requirements. Before blasting, the blasting contractor shall inspect well and foundations for properties that could be impacted.

- (iv) That the limits of the green line illustrated on the draft plan shall be staked on the property by an Ontario Land Surveyor.
- (v) That the owner agrees to implement the recommended mitigation measures outlined in the report titled "Burnstown Bridge Property Environmental Impact Statement and Species at Risk Surveys", prepared by DST Consulting Engineers and dated August 2014.
 - a. Soil compaction, vegetation damage, intrusion of construction equipment and other potential impacts on the core of the root system of trees adjacent to the edge of the property shall be avoided by restricting grading and other site alteration activities to the Site. Where necessary to mark the property line, this shall be achieved by providing construction fencing (snow fencing and/or silt fencing) to clearly mark the boundaries between the edge of the property and adjacent properties (where required) both during tree clearing and construction;
 - b. If clearing occurs close to adjacent properties and where considered necessary, woodchips shall be placed on the development side of the construction fencing to help prevent the compaction of soil surrounding fine feeding roots and further discourage entry into adjacent areas;
 - c. If vegetation damage occurs to trees on adjacent properties, an arborist shall review any damage to determine the best course of action to restore the original vegetative functions;
 - d. Blasting may be required to meet specific servicing and building requirements due to the shallow bedrock present at the Site. In areas adjacent to the tree line where blasting is required, consideration shall be given to pre-shearing the rock to create a crack between the trees' critical root zone perimeter (approximately 10 times the diameter at breast height (dbh) of the trees) and the blasting work. This should be undertaken in areas where protection or retention of trees is considered desirable by the owner. In such areas the ground around the trees adjacent to blast areas could be moistened to increase soil adhesion and assist in retaining root-soil contacts during blasting; and
 - e. If blasting occurs within 30 metres of the river, it shall not be undertaken during critical fish spawning periods. However, blasting within 30 metre of the river is not anticipated to be necessary due to the 30 metre setback.
 - f. The primary mitigation measure to protect aquatic habitat will be the preservation of the majority of vegetation within the 30 metre setback from the high water mark of the river. This setback will serve as a vegetative buffer around the Madawaska River and will help to absorb, filter, and slow overland stormwater flow, thereby improving the quality of stormwater flowing into the river. In addition, this setback will maintain shoreside habitats and will provide a movement corridor for wildlife.
 - g. During construction, site preparation could lead to erosion and sedimentation to existing streams and conveyance systems. Although construction is only a temporary situation, a sediment and erosion control plan will be prepared to identify mitigation measures to reduce unnecessary construction sediment loadings. These measures will include:
 - a. Groundwater in trenches will be pumped into a sediment bag (e.g. enviro bag) prior to release to the environment;

- b. Seepage barriers will be constructed in any temporary drainage ditches;
- c. Construction vehicles will leave the site at designated locations. Exits will consist of a bed of granular material, in order to minimize the tracking of mud off-site; and
- d. Any stockpiled material will be properly managed to prevent these materials from entering aquatic environments. The stockpiles as well as equipment fuelling and maintenance areas will be located a minimum of 30 meters from the river, ditches and other conveyance routes.
- h. Location and details of proposed sediment and erosion control features will be developed prior to construction. A spills action plan will also be developed to prevent impacts from spills during the construction phase.
- i. The following mitigation measures will be undertaken to mitigate impacts to wildlife and potential impacts to Species At Risk (SAR):
 - a. To avoid impacts to nesting birds, tree removal will be undertaken to avoid the core migratory bird breeding season of April 15th to July 31st;
 - b. If bird nesting sites are discovered on-site, a qualified biologist will be retained to advise on how to avoid impacts to the nest;
 - c. During lot clearing and housing construction, silt fencing will be arranged to also function as temporary wildlife fencing to reduce the likelihood of turtles, frogs, mammals, and other wildlife from entering the work area;
 - d. The fencing and work area will be inspected prior to commencement of work to ensure that the arrangement will reduce the likelihood of wildlife entering the work area;
 - e. During house construction, silt fencing will be put in place prior to the commencement of work on-site. The silt fencing should be in place prior to critical nesting seasons;
 - f. Prior to vegetation clearing, preconstruction sweeps of vegetated areas will be undertaken to ensure wildlife are not present; and
 - g. Should a SAR be discovered on-site during construction, measures will be taken to prevent harm to the animal and MNRF will be contacted immediately to discuss how to proceed.
- j. The owner will obtain an *Overall Benefit Permit* and meet the requirements of the MNRF in accordance with the Ontario *Endangered Species Act*.
- k. The Owner or developer will be responsible for implementing and monitoring the mitigation measures outlined previously. Regular inspection and maintenance of the erosion control measures and other mitigation measures by agents of the proponent during construction will include:
 - a. The contractor will inspect and maintain the filters and sediment and erosion control measures used for trench dewatering, the geotextile fabric on catch basins and manholes, the bulkhead barriers and the seepage barriers. The maintenance will include sediment removal and disposal, and material replacement as required;
 - b. Construction vehicles and chemicals, fuels and other potentially hazardous materials shall remain in designated controlled areas;

- c. Inspections shall be undertaken during periods of in-water work, vegetation clearing, etc. as noted above; and,
 - d. All construction and sediment fencing outlined in the sediment and erosion control plan will be regularly inspected to ensure the proper function of the fencing. Any accumulated sediment will be removed and the sediment fencing will be keyed in properly to ensure no surface flow and associated potential sediment contamination under the fencing. Any breaks in the construction fencing will be fixed immediately to ensure no direct damage to the vegetation in surrounding properties. The contractor will be held responsible for all damage to vegetation outside of the work areas.
- l. After construction, it will be ensured that all sediment and construction fencing is removed and sodding, seeding and tree planting is conducted correctly and as soon as weather permits. The success of all vegetative plantings will be assessed through visual inspections as detailed in the landscaping warranty. Any plantings that are dead or dying will be replaced.
- (vi) That the Owner agrees to implement the final Lot Grading and Drainage plan and the Stormwater Management Plan, including erosion and sedimentation control both during and after construction, and that upon completion of all stormwater works, to provide certification to the Township, through a professional engineer, that all works have been implemented in accordance with the approved plans. The Municipality shall take no responsibility or assume control over any drainage outlet until such time as the stormwater design plan has been approved and certified.
- (vii) That Block 28 will remain under one ownership, either through a condominium corporation or a landowner's corporation. The owners of Lots 1 – 25 will have access and will be responsible for the maintenance of the Block, but the Township will only deal with the corporation (i.e. taxation, provision of services, Planning Act applications, and provision of statutory notices).
- i. The owner shall enter into a site plan agreement with the Township which shall, among other matters, identify the details of the use of Block 28, any buildings or structures to be erected on the lands such as patios, decks, etc. and any trails or similar features to be developed on the lands.
 - ii. That the communal water access shall be restricted to pedestrians and un-licensed vehicles such as golf carts and ATV's. A maximum 4 metre wide gravel surface shall be permitted within the trail portion.
 - iii. The communal waterfront area provided on Block 28 shall be restricted to the uses, buildings and structures shown on the site plan. The development (including the access trail) shall be supported by a geotechnical study.
- (viii) That Block 27 shall be conveyed to, and held in trust by KDSA Development Corporation or respective heirs, successors and assigns. Or alternatively, Block 27 shall be transferred to the corporation ownership of Block 28.
- u) The Owner shall employ Professional Engineers licensed by the Professional Engineers Ontario (PEO) to carry out the following with respect to all of the Municipal Works, as may be required by the Township Engineer):
- (i) Preparing and supplying design plans and drawings;

- (ii) Preparing specifications;
 - (iii) Obtaining approvals in conjunction with the Township;
 - (iv) Supervising layout and construction;
 - (v) Maintaining records of construction;
 - (vi) Preparing and supplying as-constructed plans and drawings in a form as detailed by Township Specifications.
 - (vii) Preparing and supplying an estimated long-term maintenance schedule for all infrastructure that is to be assumed by the municipality (including estimated costs) for inclusion in the Township's asset management plan.
- v) The owner shall employ a professional biologist to prepare a report to confirm that, based on the final road design and stormwater drainage, the vegetation on the adjacent property to the south will not be affected.
- w) The Owner agrees that any blasting activities must be conducted by a certified blasting company. The blasts must be in accordance with MECP guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure compliance with applicable guidelines and regulations. Detailed blast records shall be maintained, following MECP recommendations regarding information requirements. Before blasting, the blasting contractor shall inspect well and foundations for properties that could be impacted.
- x) The Owner agrees that the recommendations of the Engineering Assessment prepared for Building Supply Road will be implemented and completed to the satisfaction of the Township Engineer.
- y) The Owner acknowledges and agrees that all reports and/or studies required as a result of approval of the Plan of Subdivision shall be implemented to the satisfaction of the Township at the sole expense of the Owner. Further, that the Township may require certification by the Owner's professional consultants that the works have been designed and constructed in accordance with the approved reports, studies, standards and specifications and plans to the satisfaction of the Township Engineer.
- z) That the subdivision agreement between the Owner and the Municipality require that the following clauses be registered on title:
- (i) This lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic systems, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the zoning by-law) will require the submission of a slope stability assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning Bylaws, the Ontario Building Code and all other applicable legislation.
 - (ii) Heat pumps have not been approved for use in any of the lots within this subdivision and their feasibility shall be examined by a qualified hydrogeologist in order to avoid potential problems related to water supply and water quality. Prior to installation of any heat pump the hydrogeologist report shall be submitted to the Township;
 - (iii) The installation of a Lawn Lamp is required and is to be kept lit during the evening hours.

- (iv) Sewage systems are encouraged to be a tertiary-type conforming to the requirements of the Ontario Building Code.
- (v) Should previously undocumented archaeological resources be discovered, the site may be a new archaeological site and therefore subject to Section 48 (1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed consultant archaeologist to carry out archaeological fieldwork, in compliance with Section 48 (1) of the Ontario Heritage Act.
- (vi) The Cemeteries Act, R.S.O. 1990 c. C.4 and the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 (when proclaimed in force) require that any person discovering human remains must notify the police or coroner and the Registrar of Cemeteries at the Ministry of Consumer Services.
- (vii) Archaeological sites recommended for further archaeological fieldwork or protection remain subject to Section 48 (1) of the Ontario Heritage Act and may not be altered, or have artifacts removed from them, except by a person holding an archaeological licence.
- (viii) The raw water found in the water supply aquifer system is considered to be hard. A residential grade water softener is recommended where these aesthetic parameters are deemed unsuitable to the future homeowner. If the use of water softeners are considered by the future homeowner, it is recommended that a separate water supply tap be installed. This tap should bypass the water softener to prevent the increased sodium concentration which will result by softening the water with sodium chloride.
- (ix) All new wells shall be constructed such that the casing hole extends into sound bedrock at least 0.3 m as per Ontario Regulation 903, with a minimum casing length of 6 metres below grade.
- (x) The well casing can be seated in the upper Precambrian bedrock, and the open borehole extended to the preferred aquifer zone.
- (xi) The creation of the casing hole, installation of the casing, and grouting of the annular space, should be inspected by a qualified Professional Engineer or Professional Geoscientist. All well construction must be carried out by a qualified, and experienced well technician.
- (xii) Wells shall be developed to a sand free state in order to ensure that the residual turbidity created by the well drilling activities is completely purged from the well. Additional well development, prior to placing the well into use, is strongly recommended in order to provide adequate development of the formation and remove extraneous rock debris from the aquifer pathways. It is likely that a future well at this site will require additional well development. The additional well development should take place during well construction or alternatively take place during the mandatory pumping test set forth by Ontario Regulation 903.
- (xiii) All future water wells shall be completed such that the top of well casing is a minimum of 450 mm above the finished grade within a 3 m radius of the well head. Moreover, the grade shall slope away from the wellhead for a distance of at least 3 metres.
- (xiv) Individual future well owners shall carry out semi-annual verification of potability of the raw water supply, specifically bacteriological analyses (e.coli, and total coliforms). Moreover, the well owner shall maintain the wellhead and immediate area in accordance with the requirements of Ontario Regulation 903.
- (xv) That any blasting activities must be conducted by a certified blasting company. The blasts must be in accordance with Ministry of Environment Conservation

and Parks guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure compliance with applicable guidelines and regulations. Detailed blast records shall be maintained, following MECP recommendations regarding information requirements. Before blasting, the blasting contractor shall inspect well and foundations for properties that could be impacted.

- (xvi) That the Township does not guarantee the quantity or quality of the water.
 - (xvii) A waterfront licence is required from Ontario Power Generation Inc. in order to gain access across the lands to the river.
- aa) That the subdivision agreement between the Owner and the municipality contain the following provisions, wherein the owner agrees that the following statements will be included in all offers of purchase and sale or lease agreements:
- (i) This lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic system, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the zoning by-law) will require the submission of a slope stability assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning Bylaws, The Ontario Building Code and all other applicable legislation.
 - (ii) The report prepared by Paterson Group entitled Hydrogeological Study and Terrain Evaluation date July 17, 2015, will be made available to lot purchasers as a guide to development. In addition the Paterson Group follow-up letter dated March 2, 2016 shall also be provided;
 - (iii) Wells shall be constructed in accordance with the recommendations of the hydrogeological report;
 - (iv) A waterfront licence is required from Ontario Power Generation Inc. in order to gain access across the lands to the river.
 - (v) That the Township does not guarantee the quantity or quality of the water.
- bb) Prior to final approval the cabin on the property will be removed.
- cc) Prior to final approval, the owner shall provide the Township with confirmation that the requirements of the Ministry of Natural Resources and Forestry have been met in accordance with the *Endangered Species Act*.
- dd) Prior to final approval, the owner shall obtain any required work permits (i.e. shoreline work, watercourse crossings, watercourse realignment) from the Ministry of Natural Resources and Forestry, or provide verification to the satisfaction of the Township that work permits are not necessary.
- ee) Street names and numbering are to be approved by the Township of McNab/Braeside and included on the final plan. The names must also be verified with the County of Renfrew to avoid duplication. (See Note 4)
- ff) That the owner may develop the subdivision in phases as approved by the Township.
- (i) The owner shall provide to the Township 0.3 metre reserves at the end of a temporary cul-de-sac created at the limits of each phase.
 - (ii) Prior to final approval of each phase, 100% securities will be required to be provided to the Township in accordance with the approved engineering

studies. Securities will include the estimated cost for paving the temporary cul-de-sac.

- (iii) Prior to final approval of Lots 16 - 25 an additional test well is required at the eastern extremity of the site to further investigate the aquifer potential in that area. In accordance with MOECC guidelines D-5-4 and D-5-5, a professional opinion that lots 16 to 25 are suitable for development as a residential subdivision at the proposed lot density is required. This report shall be prepared to the satisfaction of the Township.
 - gg) That prior to final approval, the Owner shall place “No Trespassing” signs along the property line to the south of the subject lands
 - hh) That the subdivision agreement between the owner and the municipality be registered against the lands to which it applies once the plan of subdivision has been registered.
- 4) That prior to final approval, the County of Renfrew is to be advised by Bell Canada that the Owner has completed the following to the satisfaction of Bell Canada:
- a) The Owner is hereby advised that prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Service).
 - b) The Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
 - c) Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.
 - d) Financial contribution from the Owner may be required to provide telecommunications to the proposed development.
- 5) That prior to final approval, the subdivision agreement between the Owner and the municipality contains wording, to the satisfaction of the County of Renfrew Public Works & Engineering Department, that the developer will be required to install a fence on the private property side of the lot line along Lot 1 adjacent to County Road 52 (Burnstown Road) road allowance. The Paige wire fence shall be shown on the lot grading plan.
- 6) Prior to final approval the owner agrees submit to the County of Renfrew Civic Addressing Coordinator, for review and approval:
- a) The street name(s) and civic address numbering to ensure compliance with database system. (See Note 4)

Applicant: KDSA Development Ltd.
File No.: 47T15005
Municipality: Township of McNab/Braeside
(geographic Twp of McNab)
Location: Lot 17, Concession 2



Date of Decision: June 1, 2017
Date of Notice: June 1, 2017
Last Date of Appeal: June 21, 2017
Lapsing Date: June 1, 2020
Revision Date: October 28, 2018

- b) A draft plan of subdivision showing the proposed street names and their locations, before the location of the street is finalized on the final plan. (See Note 4)
- 7) That prior to final approval, the subdivision agreement between the Owner and the municipality contain the following provisions to the satisfaction of Canada Post:
 - a) A Community Mailbox (CMB) will be located in Open Space Block 27, directly across from Lot 3 (but not impacting the butternut trees).
 - b) The Owner shall notify Canada Post if the project changes thereby potentially impacting Canada Post service.
 - c) The Owner shall notify Canada Post of the new civic addresses as soon as possible.
 - d) The Owner shall provide Canada Post with the following dates:-
 - (i) development work is scheduled to begin;
 - (ii) excavation for the first foundation; and
 - (iii) installation of the CMB(s).
 - e) the Owner shall indicate the permanent CMB locations, determined in consultation with Canada Post, on the appropriate overall utilities plan.
 - f) The Owner agrees prior to offering any units for sale, to display a map on the wall of the sales office, in a place readily accessible to potential homeowner that indicates the location of all CMB(s) within the development, as approved by Canada Post.
 - g) The Owner agrees to include in all offers of purchase and sale, a statement which advises the purchaser that mail will be delivered via CMB. The Owner also agrees to note the locations of all CMB(s) within the development and to notify affected homeowners of any established easements granted to Canada Post to permit access to the CMB.
 - h) The Owner will provide a suitable and safe temporary site for a CMB until curbs, sidewalks and final grading are completed at the permanent CMB site and to include these requirements on the appropriate servicing plans:
 - (i) any required walkway across the boulevard, lay-bys if required per municipal standards;
 - (ii) any required curb depressions for wheelchair access, with an opening of at least two metres. (consult with Canada Post for detailed specifications)
 - (iii) A CMB concrete access or culvert per municipal specifications.
- 8) That prior to final approval by the County of Renfrew, we are to be advised in writing by the Township of McNab/Braeside how Conditions 2 and 3 have been satisfied.
- 9) That prior to final approval by the County of Renfrew, we are to be advised in writing by Bell Canada how Condition 4 has been satisfied.
- 10) That prior to final approval by the County of Renfrew, we are to be advised in writing by the County of Public Works and Engineering how Condition 5 has been satisfied.
- 11) That prior to final approval by the County of Renfrew, we are to be advised in writing by the County of Renfrew Civic Addressing Coordinator how Condition 6 has been satisfied.
- 12) That prior to final approval by the County of Renfrew, we are to be advised in writing by Canada Post how Condition 7 has been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate

Applicant: KDSA Development Ltd.
File No.: 47T15005
Municipality: Township of McNab/Braeside
(geographic Twp of McNab)
Location: Lot 17, Concession 2



Date of Decision: June 1, 2017
Date of Notice: June 1, 2017
Last Date of Appeal: June 21, 2017
Lapsing Date: June 1, 2020
Revision Date: October 28, 2018

agencies to the County of Renfrew Development and Property Department quoting the County's file number.

2. We suggest that you make yourself aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.
Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).
Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in the registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
3. Clearances are required from the following agencies:

Lindsey Lee
CAO/Clerk Township of McNab/Braeside
R.R. #2
Arnprior, Ontario
K7S 3G8
1-800-957-4621 llee@mcnabbraeside.com

Meaghan Palynchuk
Municipal Relations, Network Provisioning
Development & Municipal Services Control Centre
Bell Canada
20 Hunter Street West, Floor 3 Hamilton, ON
L8P 2Z2
(905)540-7254
meaghan.palynchuk@bell.ca

Steven P. Boland
Director of Public Works & Engineering
County of Renfrew Public Works & Engineering Department
9 International Drive
PEMBROKE, Ontario K8A 6W5
(613)732-4353
sboland@countyofrenfrew.on.ca

DeDe Adamowicz
Delivery Services Officer/Delivery Planning
Canada Post
P.O. Box 8037
OTTAWA, ON K1G 3H6
(613) 203-8037 diana.adamowicz@canadapost.postescanada.ca

If the agency condition concerns a condition or conditions in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. A copy of the agreement is required by the County of Renfrew.

4. We suggest that you check the proposed street names with the County of Renfrew Registry of Road Names in order to co-ordinate with the 9-1-1 service in the County of Renfrew. Please contact Angie Schultz, GIS Technician, County of Renfrew Public Works Department, (613) 735-3204 ext. 458 or aschultz@countyofrenfrew.on.ca
5. For proposals affecting 'Low Voltage Distribution Facilities' the Owner/Applicant should consult their local area Distribution Supplier

Applicant: KDSA Development Ltd.
File No.: 47715005
Municipality: Township of McNab/Braeside
(geographic Twp of McNab)
Location: Lot 17, Concession 2



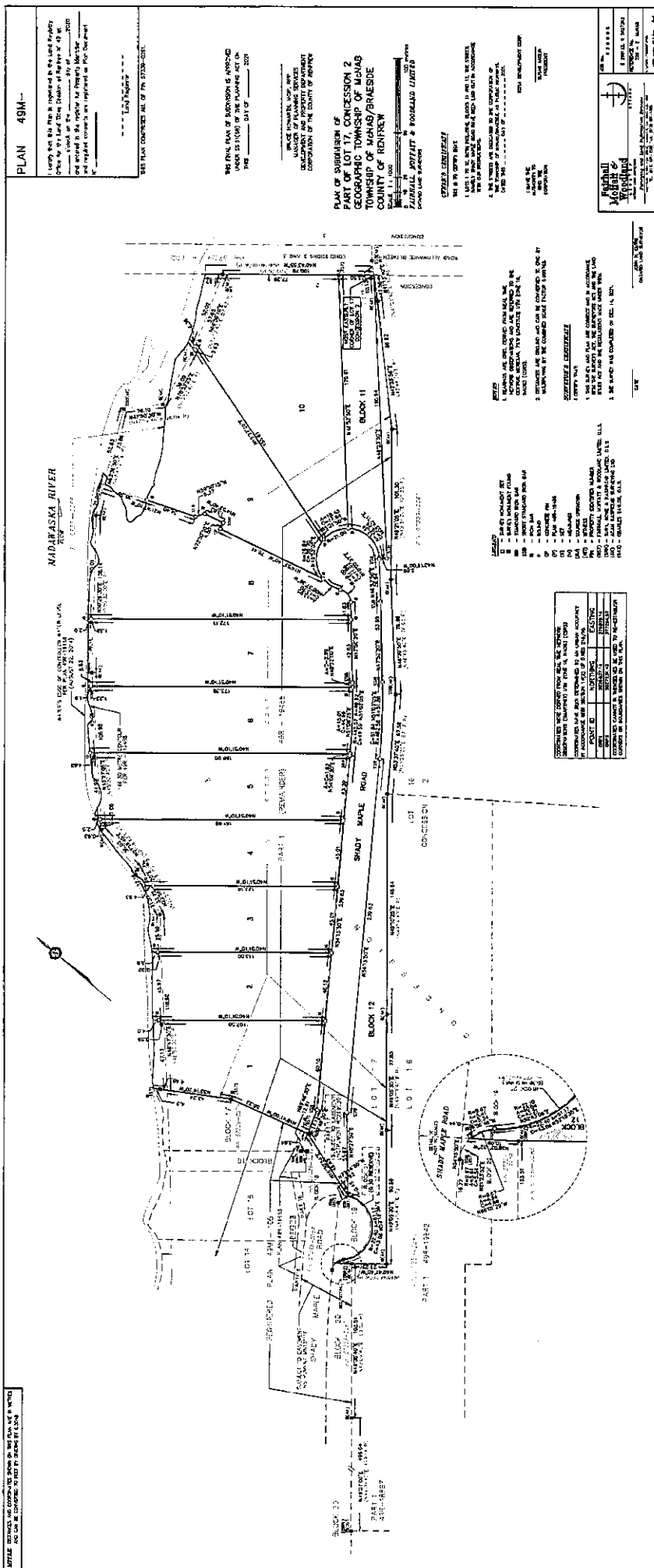
Date of Decision: June 1, 2017
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Where Hydro One is the local supplier the Owner/Applicant must contact the Hydro subdivision group at subdivision@Hydroone.com or call 1-866-272-3330.

6. All measurements in subdivision final plans must be presented in metric units.
7. The final plan approved by the County must be registered within 30 days or the County may withdraw its approval in accordance with the Planning Act.
8. To extend the lapsing date, a written request must be received by the County of Renfrew Development & Property Department before the lapsing date and include a resolution of support from the local Municipality and the required fee.

X:\Planning\Data\MUNICIPAL\McNab-Braeside\Plans of Subdivision\47715005 - Braeburn Estates\Draft APPROVAL (2018)\Draft Conditions (Rev.Oct-29-2018).do

SCHEDULE "G" PLAN OF SUBDIVISION



SCHEDULE "H"

GRADING AND DRAINAGE REPORT AND ENGINEERING DRAWINGS

The following Reports and Plans have been approved in principle for the development of the lands and construction shall be in accordance with the following:

DRAWING LIST

Braeburn Estates Phase 2, Shady Maple Road (40 km/hr), Burnstown, Ontario, Jp2g Consultants Inc., Project No.: 17-7017C

Revision 15, dated December 3, 2021, Issued for Subdivision Agreement containing the following drawings:

- 1) C-01 KEYPLAN AND ALIGNMENT
- 2) C-04 PLAN & PROFILE III STATION 2 + 550 TO STATION 2 + 900
- 3) C-05 PLAN & PROFILE IV STATION 2 + 900 TO STATION 3 + 243
- 4) C-08 PHASE II OUTLET DITCH PLAN & PROFILE VI STATION 20 + 000 TO STATION 20 + 170
- 5) C-10 PHASE II OUTLET DITCH PLAN & PROFILE VII STATION 20 + 170 TO STATION 20 + 310
- 6) C-12 GRADING I STATION 1 + 986.41 TO STATION 2 + 415
- 7) C-13 GRADING II STATION 2 + 415 TO STATION 2 + 750
- 8) C-14 GRADING III STATION 2 + 750 TO STATION 3 + 087
- 9) C-15 GRADING IV STATION 3 + 087 TO STATION 3 + 243
- 10) C-16 EROSION AND SEDIMENT CONTROL PLAN I STATION 1 + 986.41 TO STATION 2 + 415
- 11) C-17 EROSION AND SEDIMENT CONTROL PLAN II STATION 2 + 415 TO STATION 2 + 750
- 12) C-18 EROSION AND SEDIMENT CONTROL PLAN III STATION 2 + 750 TO STATION 3 + 087
- 13) C-19 EROSION AND SEDIMENT CONTROL PLAN IV STATION 3 + 087 TO STATION 3 + 243
- 14) C-20 COMPOSITE UTILITY PLAN PHASE 2 dated December 3, 2021
- 15) C-21 DETAILS I
- 16) C-22 DETAILS II
- 17) C-24 PRE-DEVELOPMENT DRAINAGE AREA PLAN (REV. 12)
- 18) C-25 POST-DEVELOPMENT DRAINAGE AREA PLAN (REV. 12)

REPORTS

1. **Stormwater Management Report, Braeburn Estates lot Development, Part of Lot 17, Concession 2, Township of McNab/Braeside, Prepared by Jp2g Consultants Inc, June 06, 2019;**
2. **Slope Stability Assessment Proposed Residential Development, prepared by Paterson Group Inc. dated March 3, 2017;**
3. **Detailed Environmental Impact Statement (EIS) and Species At Risk (SAR) Surveys: Burnstown Bridge Property, prepared by DST Consulting Engineers dated August 2, 2014;**
4. **Hydrogeological Assessment and Terrain Evaluation Proposed Residential Development, prepared by Paterson Group Inc. dated July 17, 2015;**
5. **Detailed Environmental Impact Statement (EIS) and Species as Risk Surveys; Braeburn Estates - Addendum #1, prepared by DST Consulting Engineers dated June 10, 2015; and**
6. **Geotechnical Review Proposed Residential Development Braeburn Estates, prepared by Paterson Group Inc dated October 9, 2018.**
7. **Braeburn Subdivision Phase 2 – Outlet Channel Revisions – Memo, prepared by Jp2g Consultants Inc. dated June 29, 2021.**

These Reports and Plans are available for review at the Township Office.

SCHEDULE "I"
STANDARD ROADWAY SPECIFICATIONS

1. General

All Work shall be constructed in accordance with the latest edition of the Ontario Provincial Standard Specifications (OPSS), the approved Engineering Drawings (Schedule "H") and utilizing the minimum standard specifications contained herein, to the satisfaction of the Township.

2. Clearing and Grading

The road allowance shall be cleared of trees and other obstructions for such width as required for the proper installation of all roads, services and other Works as hereinafter provided. Topsoil shall be stripped for the full width of all roads before any further construction commences. Tree and topsoil removal shall take place only with the approval of the Township, and in accordance with the general conditions outlined in the Subdivision Agreement to which this Schedule is attached.

3. Sub-Grade

The sub-grade shall be properly shaped and rolled to reveal any soft spots prior to any application of granular base materials. Unsuitable sub-grade material shall be excavated and removed from the site and replaced with approved material which shall be compacted to 95% standard proctor density.

4. Granular Base Course

The granular base shall be compacted to a minimum of 100% standard proctor density throughout and shall be constructed to the specifications outlined below, except that the depth and width may be increased subject to the sub-base soil conditions, to be determined by the Township. The granular base shall not be placed without the prior approval of the Township.

All roads shall have a granular base course as follows:

- (a) Minimum - 300 millimetres (mm) compacted depth of Granular B Type II material for a minimum base width of 11.9 metres (m);
- (b) Minimum - 150 millimetres (mm) compacted depth of Granular A material for a base width of 10.0 metres (m);

- (c) Specifications for Granular "A" and Granular "B": shall be those currently specified in the Ontario Provincial Standard Specifications.

5. Pavement

- (a) All roads within the Plan of Subdivision shall be paved with a 50mm HL8 hot mix, hot laid asphalt concrete, for a minimum width of 6.5 metres, followed by 40mm of HL3 hot mix, hot laid asphalt concrete Wear Course, for a minimum width of 6.5 metres.
- (b) The asphalt mix design shall be submitted upon request for approval of the Township. All materials and methods of placement are to be in accordance with the latest edition of the Ontario Provincial Standard Specifications.
- (c) Testing which may be required shall be performed in accordance with the M.T.O. Laboratory and Testing Manual.
- (d) The minimum spread rate shall be 2.45 Kilograms per metre square per millimetre depth.
- (e) The asphalt binder course shall not be laid until all servicing under the roadway has been completed, including utility ducts, drainage works, etc. and the Granular "A" surface has been approved by the Township.
- (f) The asphalt wear course shall not be laid until one year after Preliminary Approval has been given for the binder course.

6. Roadway Cross-Section

All roadways within the Plan of Subdivision shall be constructed in accordance with the following minimum specifications:

- (a) asphalt width 6.5 metres
- (b) shoulder width 1.5 metres (including rounding)
- (c) asphalt thickness (total) 90 millimetres
- (d) Granular "A" thickness 150 millimetres
- (e) Granular "B" thickness 300 millimetres

7. Geometric and Grading Criteria

All grading within the road allowance shall conform to the following criteria, unless otherwise approved by the Township;

(a) Ditches

- (i) maximum longitudinal grade = 11.0%
- (ii) minimum depth below centreline = 850 millimetres
- (iii) minimum depth below property line = 300 millimetres
- (iv) maximum depth below centreline = 1200 millimetres.

Sideslopes in Earth

- (v) front slope - 3 horizontal to 1 vertical minimum
- (vi) back slope - 3 horizontal to 1 vertical minimum within the road allowance and 5 horizontal to 1 vertical beyond the road allowance, if required. Increases to the backslope grade shall be permitted with approval from the Township based on Geotechnical Engineer recommendations and the use of approved erosion control measures.

Sideslopes in Rock

- (vii) front slope - 3 horizontal to 1 vertical minimum above the solid rock and 1 horizontal to 4 vertical minimum below the solid rock, leaving a minimum 300 mm berm between the rock cut and the 3:1 slope.
- (viii) back slope - 1 horizontal to 10 vertical minimum to top of rock and 5 horizontal to 1 vertical commencing 500 mm from rock face thereafter.

Geometric Configuration

- (ix) earth - all road ditches shall be V-shaped in earth.
- (x) rock - all ditches shall have a minimum bottom width of 300 mm.

(b) Roadway

- (i) maximum longitudinal grade = 11.0%

- (ii) maximum longitudinal grade at intersections = + 2% for 20m
- (iii) crossfall - asphalt, granular, sub-base 3.0% for
- (iv) roadways, 2% for turning areas and 6.0% for shoulders
- (v) pavement radii at intersections = min. 12.0 m
- (vi) horizontal curves - min. design speed = 50 KPH
- (vii) vertical curves - required where change in grade exceeds 2.5%
- (viii) cul-de-sacs - asphalt 13.0 m radius 1% crossfall, 1.5 m shoulder

8. Drainage

Drainage shall be to open roadside ditches to lines and grades approved by the Township. Offtake ditches shall be provided at the locations and to the line and grades approved by the Township from the termination of the roadside ditch system to outlets specified in the drainage report and on plans referred to herein.

- (a) Roadway Culverts - minimum 600 mm diameter polymer-laminated CSP, 2.0 mm thickness, but sized in accordance with the drainage report and installed with frost tapers, in accordance with the OPSS, latest edition. Bottom of culvert to be 1/10 dia. (min. 75mm) below invert of ditch. Minimum grade through culvert to be 0.5%, or as designed and approved.
- (b) Driveway Culverts - Driveway culverts shall be supplied and installed as per the Township's Entrance By-law.
- (c) The Owner shall be required to apply and pay for an Entrance Permit from the Township prior to being issued a Building permit.
- (d) Subdrains - Subdrains shall be installed. Installation shall include an outlet drain carried to an adequate outlet. Subdrains shall be provided beneath the road side ditches outletting to an approved location.
- (e) Erosion Protection - Adequate erosion protection of a type suitable and to the extent considered necessary by the Township, shall be provided. All materials and workmanship shall meet OPS Specifications.

9. Landscaping of Road Allowance

All areas of the road allowance, from the edge of the shoulder to the edge of the road allowance, shall be topsoiled, seeded and mulched or sodded, as outlined below, except in areas of exposed rock.

- (a) Topsoil - Topsoil shall consist of friable sandy loam or of other suitable composition, free of all debris, roots and rocks, containing good humus content and shall be free from crabgrass, couch grass and other noxious weeds and grass. Topsoil shall be placed to a minimum depth of 100 mm over all areas to be seeded or sodded.
- (b) Seeding - Grass seed shall be Government Standard, Canada No. 1, mixed in proportions approved by the Township. The seed shall be mixed by an approved acceptable seed firm. Seed shall be applied using the hydraulic seeding and mulching method in accordance with the appropriate OPS specification. Water, fertilizer, asphalt emulsion, adhesives and mulching materials shall conform to the appropriate OPS specification.
- (c) Sodding - Sod shall be No. 1 Nursery Blue Grass Fescue Sod, according to the classifications of turf grass sod issued by the Ontario Sod Growers Associates. Placement of sod shall be in accordance with OPS specifications.
- (d) Exposed Rock - All exposed rock faces shall be even and free of all loose rock. The bottom of ditches shall be relatively smooth and of even grade throughout, all in accordance with the appropriate OPS specification,

SCHEDULE “J”
WATER SYSTEM SPECIFICATIONS

Each single family dwelling in the Subdivision shall be serviced by one private well, constructed in accordance with the requirements of the Ontario Water Resources Act, O. Reg 903, as amended (or any successor regulation or legislation), the Ministry of the Environment, The Ontario Building Code and the Medical Officer of Health and subject to any provisions in Section 48 and 49 in this Subdivision Agreement. Particular attention should be paid to the Hydrogeological Study referred to in Schedule “H” and to the following:

- (a) Groundwater source heat pump systems (open loop) should not be utilized unless approved by the Ministry of the Environment.
- (b) A water softener may be used to reduce water hardness. An elevated concentration of total dissolved solids is due to the high concentration of dissolved ions in the water. Treatment may include a water softener for hardness and iron removal.
- (c) Many water softeners or conditioners introduce sodium ion replacement of the calcium and magnesium ions that result in the hardness. The addition of sodium to the water supply may be of concern to users on sodium restrictive diets. A solution is to install a water treatment bypass line that can be used as a source of water for consumption.

SCHEDULE "K"
SANITARY SYSTEM SPECIFICATIONS

Each single family dwelling in the Subdivision shall be serviced by one septic tank and tile field constructed unit in accordance with the requirements of the Ontario Ministry of the Environment and approved and installed pursuant to the requirements of The Ontario Building Code, subject to any provisions in Section 48 and 49 of this Subdivision Agreement.

Use of Ministry of the Environment approved tertiary sewage systems are encouraged but not required. The final choice of septic system is by individual site design so long as the system is approved under the *Ontario Building Code Act*. The sewage systems sizes will be adjusted at the time of individual lot development to reflect the actual size and anticipated daily sewage flows of the home constructed. The area of the sewage envelope must be designated and reserved for use by the sewage system only.

SCHEDULE "L"
PATHWAY DEVELOPMENT SPECIFICATIONS

[INTENTIONALLY DELETED]

SCHEDULE "M"
LANDSCAPING

1. Existing Trees and Shrubs to be Preserved:

All trees and shrubs existing on the Subdivision lands shall be saved from destruction during construction on the Subdivision lands wherever possible. During the course of road construction, the Township will walk the site with the Owner's agent to determine the extent of tree removal necessary.

2. Seeding/Sodding

Roadside Ditches as per Schedule "I".

3. Seeding/Sodding of Lots

Within three (3) years from the date upon which a building permit is issued, any areas of the lot disturbed during construction shall be seeded or sodded. The Owner agrees that such seeding/sodding shall cause a minimum of disruption in the natural terrain and features of the lot, which features include the trees on the lot, except in the area of the house, the septic tank, tile field and entrance.

The Owner shall maintain the said seeding/sodding and replace any which does not survive for a period of one year from the date of planting, to the satisfaction of the Township.

SCHEDULE “N”
STREET LIGHTING AND UTILITY SPECIFICATIONS

1. Street Lighting

The Owner shall install at its expense pole-mounted automatic photocell operated street lights at all intersections and other major locations as shown on the lot drainage and grading plan described in Schedule “H” hereto. Each street light shall consist of a 72 watt light emitting diode (LED) luminaires (Philips Lumec Streetview luminaire SVM-72W48LED4K-G2-LE2-UNIV-DMG-API-RC-GY3) mounted with an aluminium and galvanized steel mountings on a wooden pole. The mounting height should be a minimum of 7.6 metres above the road. The street lights should be installed all in accordance with the Township Engineering Standard and specifications approved by the Hydro One Networks Inc and the Electrical Safety Authority (ESA).

2. Lawn Lamps

An automated photocell-operated or switch-controlled lawn lamp shall be installed within two (2) metres of the front lot line of each lot (subject to variation to be approved by the Township should physical constraints be present) in accordance with specifications approved by the applicable utility provider. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot, which power shall be supplied at the expense of the Owner of the dwelling unit. The Owner of the dwelling unit shall maintain and keep in working order and regularly lit every night the said lawn lamp, including carrying out the replacement of bulbs and the repair of the line if such is damaged. Occupancy will not be permitted until the lawn lamp has been installed. The Owner agrees that in default thereof, the Township may enter the said lands and do such maintenance and repair as is required.

3. Utility Specifications

- (a) All wiring shall be installed in accordance with specifications approved by the Township, Hydro One Networks Inc., Bell Canada and the appropriate cablevision company, as applicable, and the location of such wiring shall be as shown on the Plans described in Schedule “H”.
- (b) The Owner shall coordinate the preparation of an overall utility distribution plan showing the location and the installation, timing and phasing of all required utilities (on grade, below grade, or above grade, including onsite drainage facilities and streetscaping) such location plan to be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.

- (c) Easements and Maintenance Agreements which may be required by electrical, telephone and cable vision facilities shall be provided and agreed to by the Owner, to the satisfaction of the appropriate authority and the Owner shall ensure that required easement documents are registered on title immediately following registration of the final plan and that affected agencies are duly notified.

- (d) Where the relocation or removal of any existing onsite and/or adjacent utility facility, including electrical, telephone and cable vision is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.

SCHEDULE "O"
TIME SCHEDULE AND PHASING FOR THE WORKS

1. Time Schedule

- (a) All Works to be provided by the Owner shall be constructed, installed and completed within three (3) years of the date of registration of the Plan of Subdivision.
- (b) Before a building permit is issued for any dwelling unit to be erected on a lot, the Owner shall have completed the construction of that part of the road in front of such lot and that part of the road leading from such lot to an existing developed road to within 100 mm of profile grade (top of asphalt) including all drainage works provided for on the Grading, Drainage and Engineering Plans referred to in Schedule "H" hereto.
- (c) The first lift of asphalt shall be completed within two (2) years of registration of the Subdivision.
- (d) The second lift of asphalt shall be completed within three (3) years of registration of the Subdivision.
- (e) Requests for greater than one (1) year extensions in the completion of the Work shall be considered by Council and if approved shall be subject to reassessment of the costs of the outstanding Works and the required securities as set out in Schedule "C".
- (f) Under pavement ducts, if required, shall be installed prior to placement of base course asphalt.
- (g) Street Lights shall be installed and operational prior to the issuance of building permits.
- (h) All seeding, mulching and sodding shall be completed prior to the issuance of building permits.

SCHEDULE "P"
MAINTENANCE OF ROADS AND OTHER WORKS

1. Roads

During the construction operations and until the roads are given Final Acceptance and assumed by the Township, the Owner shall:

- (a) keep all roads maintained to the satisfaction of the Township;
- (b) maintain reasonable access over the roads at all times for all residents and for Township services such as garbage collection, fire fighting, etc;
- (c) maintain all roads in a dust free condition;
- (d) bring the roads up to a satisfactory condition for winter months. On or before the 10th day of October in each year, the Township shall give in writing, to the Owner such directions and instructions as it deems necessary for bringing the roads up to a satisfactory condition for the winter months. The requirements in this respect shall be that the roads shall be sufficiently well stoned and graded as to minimize the chances of damage to snowplows. All Work required in this connection shall be completed before the first day of November; and,
- (e) winter maintenance of road constructed to within 100mm of profile grade shall be in accordance with subsection 10.4 of this Agreement.

2. Failure to Perform and Repair of Damage to Roads

If the Owner's contractor does not perform the Works enumerated above, to the satisfaction, of the Township, upon twenty (20) days' written notice to the Owner, the Township may order this Work done and charged against the Subdivision.

Damage done to the roads by machinery employed by the Owner whether within this Subdivision or outside, will be repaired at the Owner's expense.

3. Other Works

- (a) All ditch and culvert systems, or any other drainage system described in the approved Site Grading and Drainage Plan, shall be maintained by the Owner, including the clearing of any blockage, until the system has been given Final Acceptance and assumed by the Township.

- (b) Once the ditch and culvert system, or any other drainage system described in the approved Site Grading and Drainage Plan, has been given Final Acceptance by the Township, the Township shall undertake such maintenance of the said system both within and outside the Subdivision where there is a portion of the said ditch and culvert system outside the Subdivision, as the Township shall deem necessary and the Owner or Owners of the lots described in Schedule "A" hereto from time to time shall reimburse the Township for the cost of such maintenance in proportion that the number of lots owned by each owner bears to the total number of lots described in Schedule "A" hereto. If any owner fails to reimburse the Township for his proportionate share of such maintenance costs, the Township in addition to any other remedies, may recover the sum to be reimbursed in like manner as municipal taxes pursuant to Section 446 of the *Municipal Act*.

SCHEDULE "Q"
BUILDING RESTRICTIONS AND TRANSFER COVENANTS

1. Transfer Covenants

The Owner agrees that all agreements of purchase and sale for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses and that such clauses shall be incorporated into a Covenant Agreement to be registered on all lots on the Plan of Subdivision with the express intent that they shall be covenants running with the lands for the benefit of the lands in the Subdivision:

- (a) The Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees that if any damage is caused to any of the Works located on land within the Plan of Subdivision, of which the lands herein described form part, as the result of any act or omission on the part of the Transferee, the Transferee shall repair such damage or be proceeding diligently to repair such damage within a period of seven (7) days after delivery of written notice by the Township to the Transferee, and the Transferee agrees that in default thereof the Township may enter upon the land for the purpose of repairing the damage and shall recover the cost of the repair together with an amount equal to 30% of that cost as a fee for supervision and administration in like manner as municipal taxes under the *Municipal Act*.
- (b) The Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the lands, except in accordance with the approved drainage and grading plan, without the written consent of the Township. In addition the Transferee agrees to maintain that part of its lands subject to a drainage easement free of buildings or other structures or new shade or ornamental trees.
- (c) The Transferee for himself, his heirs, executors, administrators, and assigns, covenants and agrees that a lawn lamp must be installed, maintained and operated to the satisfaction of the Township and that, in the event of default, the Township may enter the said lands and do such maintenance and repair as is required, all of which if necessary may be recovered under the *Municipal Act*, in like manner as municipal taxes.
- (d) The Transferee for himself, his heirs, executors, administrators, and assigns, acknowledges and agrees that Township makes no guarantees as to the quality or quantity of the groundwater and bears no responsibility for any cost associated with any required solution to any groundwater problem.

2. Provisions to be inserted into a Covenant Agreement

The Owner agrees that a Covenant Agreement between the Owner and Township shall contain the following clauses and the Covenant Agreement shall be registered on all lots on the Plan of Subdivision with the express intent that the following be covenants running with the lands for the benefit of the lands in the Subdivision:

- (a) Every lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic systems, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the zoning by-law) will require the submission of a slope stability assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning Bylaws, the Ontario Building Code and all other applicable legislation.
- (b) Heat pumps have not been approved for use in any of the lots within this subdivision and their feasibility shall be examined by a qualified hydrogeologist in order to avoid potential problems related to water supply and water quality. Prior to installation of any heat pump the hydrogeologist report shall be submitted to the Township;
- (c) The installation of a Lawn Lamp is required and is to be kept lit during the evening hours.
- (d) Sewage systems are encouraged to be a tertiary-type conforming to the requirements of the Ontario Building Code.
- (e) Should previously undocumented archaeological resources be discovered, the site may be a new archaeological site and therefore subject to Section 48 (1) of the *Ontario Heritage Act*. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed consultant archaeologist to carry out archaeological fieldwork, in compliance with Section 48 (1) of the *Ontario Heritage Act*.
- (f) *The Cemeteries Act*, R.S.O. 1990 c. C.4 and the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c.33 (when proclaimed in force) require that any person discovering human remains must notify the police or coroner and the Registrar of Cemeteries at the Ministry of Consumer Services.
- (g) Archaeological sites recommended for further archaeological fieldwork or protection remain subject to Section 48 (1) of the *Ontario Heritage Act* and may

not be altered, or have artifacts removed from them, except by a person holding an archaeological licence.

- (h) The raw water found in the water supply aquifer system is considered to be hard. A residential grade water softener is recommended where these aesthetic parameters are deemed unsuitable to the future homeowner. If the use of water softeners are considered by the future homeowner, it is recommended that a separate water supply tap be installed. This tap should bypass the water softener to prevent the increased sodium concentration which will result by softening the water with sodium chloride.
- (i) All new wells shall be constructed such that the casing hole extends into sound bedrock at least 0.3 m as per Ontario Regulation 903, with a minimum casing length of 6 metres below grade.
- (j) The well casing can be seated in the upper Precambrian bedrock, and the open borehole extended to the preferred aquifer zone.
- (k) The creation of the casing hole, installation of the casing, and grouting of the annular space, should be inspected by a qualified Professional Engineer or Professional Geoscientist. All well construction must be carried out by a qualified, and experienced well technician.
- (l) Wells shall be developed to a sand free state in order to ensure that the residual turbidity created by the well drilling activities is completely purged from the well. Additional well development, prior to placing the well into use, is strongly recommended in order to provide adequate development of the formation and remove extraneous rock debris from the aquifer pathways. It is likely that a future well at this site will require additional well development. The additional well development should take place during well construction or alternatively take place during the mandatory pumping test set forth by Ontario Regulation 903.
- (m) All future water wells shall be completed such that the top of well casing is a minimum of 450 mm above the finished grade within a 3 m radius of the well head. Moreover, the grade shall slope away from the wellhead for a distance of at least 3 metres.
- (n) Individual future well owners shall carry out semi-annual verification of potability of the raw water supply, specifically bacteriological analyses (e.coli, and total coliforms). Moreover, the well owner shall maintain the wellhead and immediate area in accordance with the requirements of Ontario Regulation 903.

- (o) That any blasting activities must be conducted by a certified blasting company. The blasts must be in accordance with Ministry of Environment Conservation and Parks guidelines. All blasts will be monitored and blast designs will be reviewed and modified to ensure compliance with applicable guidelines and regulations. Detailed blast records shall be maintained, following MECP recommendations regarding information requirements. Before blasting, the blasting contractor shall inspect well and foundations for properties that could be impacted.
- (p) That the Township does not guarantee the quantity or quality of the water.
- (q) A waterfront licence is required from Ontario Power Generation Inc. in order to gain access across the lands to the river.
- (r) Wireline communication/telecommunication servicing infrastructure is not available within the Subdivision.

3. Provisions to be inserted in all Agreements of Purchase and Sale of Vacant or Unimproved Land

In addition to the above, the following covenants shall be incorporated in all contracts for sale of the whole or any part of a lot/block on the Plan of Subdivision which is vacant or which has not been improved with a dwelling for which an occupancy permit has issued and such covenants shall also be incorporated into the Covenant Agreement to be registered on the Subdivision Lands:

The Transferee hereby acknowledges and agrees that:

- (a) the Transferee is responsible for the full cost of obtaining an entrance permit and the construction of the driveway entrance pursuant to the Township's By-Law;
- (b) land shall be made suitable for the installation of sewage systems prior to or at the building permit stage in accordance with the *Ontario Building Code Act*;
- (c) Groundwater source (geothermal) heat pump systems (open loop) require the approval of the Ministry of the Environment, Conservation and Parks.
- (d) A water softener may be desired to reduce water hardness. An elevated concentration of total dissolved solids is due to the high concentration of dissolved ions in the water. Treatment may include a water softener for hardness and iron removal. Many water softeners or conditioners introduce sodium ion replacement of the calcium and magnesium ions that result in the hardness. The addition of sodium to the water supply may be of concern to users on sodium restrictive diets.

A solution is to install a water treatment bypass line that can be used as a source of water for consumption.

- (e) The Township shall not be under any obligation to issue a building permit and the Transferee shall not be entitled to receive a building permit until:
 - (i) the road in front of the lot has been brought to within 100 mm of profile grade (top of asphalt) and the road has been connected by roads of a similar state of completion to the Township road;
 - (ii) such drainage work as is specified by the Grading, Drainage and Engineering Plans in Schedule "H" has been completed;
 - (iii) a lot grading plan has been submitted that is satisfactory to the Township, verifying that the proposed grades meet the approved Grading, Drainage and Engineering Plans.
 - (iv) applicable Development Charges have been paid to the Township, and any applicable School Board Development Charges have been paid to the school boards;
 - (v) the Transferee has paid the Township's costs for placing on the lot a street civic address number as designated by the Township that is clearly visible from the street in front of the said building or structure;
 - (vi) The Transferee has applied and paid for an entrance permit, has supplied and installed driveway culverts, if required, and the Transferee has constructed the entrance in accordance with the entrance permit and the Township Entrance By-Law.
- (f) Asphalt paving shall be completed within three (3) years of registration of the Subdivision;
- (g) The Transferee shall install an automated photocell-operated or switch-controlled lawn lamp within two (2) metres of the front lot line of each lot (subject to variation to be approved by the Township should physical constraints be present) in accordance with specifications approved by the Hydro Electric Power Commission of Ontario and the Electrical Safety Authority. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot, which power shall be supplied at the expense of the owner of the dwelling unit. The owner of the dwelling unit shall maintain and keep in working order and regularly lit every night the said lawn lamp, including carrying out the

replacement of bulbs and the repair of the line if such is damaged. Occupancy of any dwelling unit will not be permitted until the lawn lamp is installed;

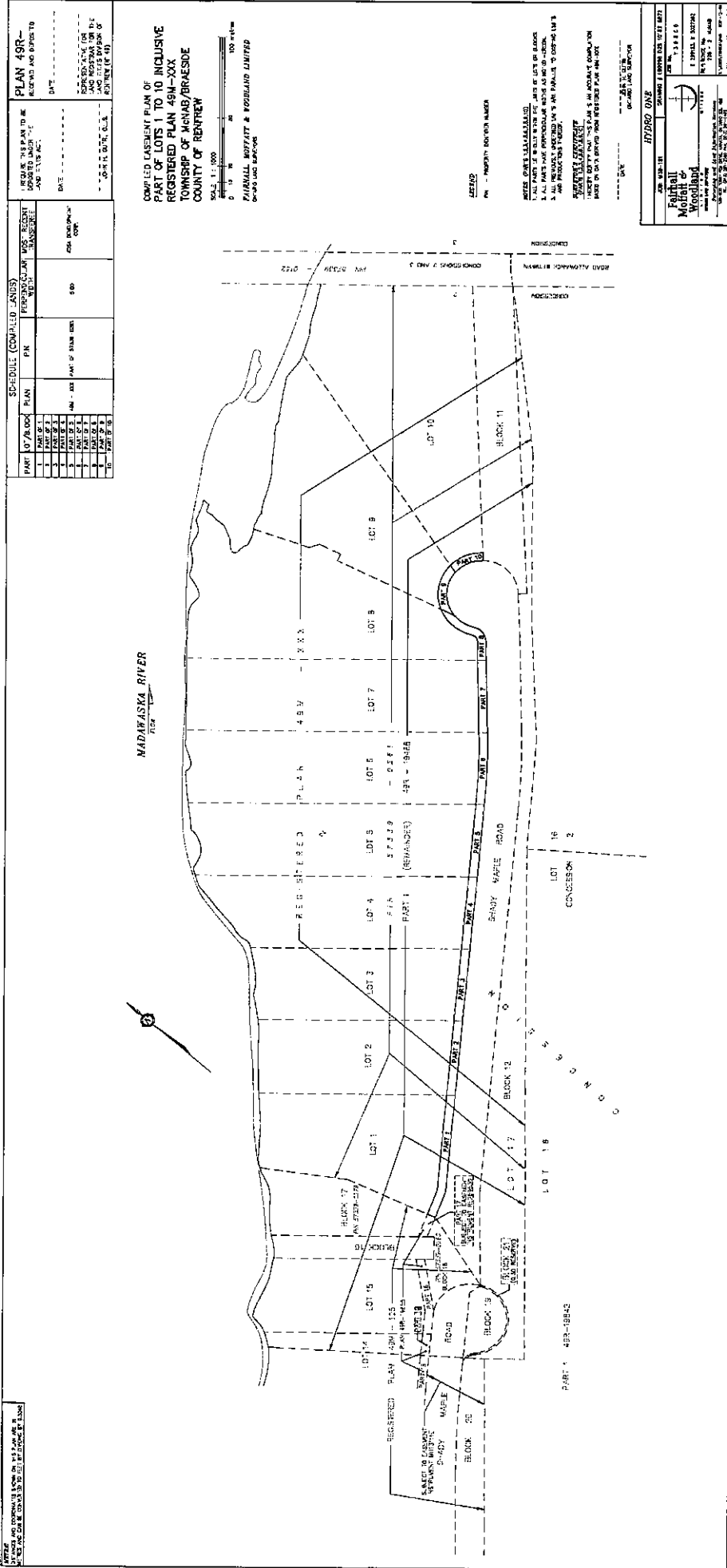
- (h) The Transferee shall save from destruction during construction, where possible, all trees and shrubs existing on the lots; and,
- (i) The Transferee shall provide seeding or sodding of road side ditches and slopes in accordance with the specifications of the Township.
- (j) Every lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic system, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the zoning by-law) will require the submission of a slope stability assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning Bylaws, The Ontario Building Code and all other applicable legislation.
- (k) The report prepared by Paterson Group entitled Hydrogeological Study and Terrain Evaluation date July 17, 2015, will be made available to lot purchasers as a guide to development. In addition the Paterson Group follow-up letter dated March 2, 2016 shall also be provided;
- (l) Wells shall be constructed in accordance with the recommendations of the hydrogeological report;
- (m) A waterfront licence is required from Ontario Power Generation Inc. in order to gain access across the lands to the Ottawa River.
- (n) The Township does not guarantee the quantity or quality of the water.
- (o) Wireline communication/telecommunication servicing infrastructure is not available within the Subdivision. Alternative options are available for communications and telecommunications services and a list of such alternative services shall be made available to all lot purchasers.

4. Provisions in respect of Shares in Landowners Corporation

The following information shall be incorporated in all contracts for sale of any lot in the Plan of Subdivision:

- (a) A description of the nature of the not-for-profit corporation incorporated under the *Corporations Act* of Ontario, being the Association, and its purpose being to own Block 17 for recreational purposes and access to the Ottawa River for the benefit of all owners of the lots within the Subdivision; and
- (b) A requirement and process for purchasers of the lots within the Subdivision to become members in the Association.

SCHEDULE "R"
DRAFT REFERENCE PLAN



SCHEDULE "S"
LOT GRADING AND DRAINAGE PLAN SPECIFICATIONS

1. To ensure adequate lot drainage, a detailed lot grading plan shall be submitted by the Owner, or its successor in title, whichever is applicable at the time, with an application for building permit, and the Township shall not be required to issue a building permit for the construction of any building or structure on any lot until the Township has approved the detailed lot grading plan for the lot. The detailed lot grading plan in general shall conform to the grade control plan set out in Schedule "H".
2. The detailed lot grading plan specified herein shall also show the following minimum information.
 - (a) The existing and final elevations of all lot corners.
 - (b) The final elevations at the centre line of each road at intervals of 30 metres or less at all street intersections. The minimum required road elevations shall be at each lot corner and at the centre of the lot.
 - (c) The final elevations of the lot entrance. The minimum required elevations shall be at the edge of the road asphalt, property line, at any significant changes in grade, and adjacent to any structures.
 - (d) The location elevations and details of all swales, ditches (including road ditches), entrance culverts and catchbasins or other surface water outlets, as applicable.
 - (e) Arrows indicating direction of flow of all surface water.
 - (f) The finished ground elevations at the building line, and the top of foundation.
 - (g) The finished elevations of all critical points beyond the street line.
3. The Detailed Lot Grading Plan shall be developed with the following minimum standards:
 - (a) Drainage shall be directed away from the house.
 - (b) Yard Surfaces shall have a minimum slope of 2%.
 - (c) Drainage flows which are carried around houses are to be confined in defined swales located as far from the house as possible while remaining within the lot.
 - (d) Swales shall have a minimum grade of 1% unless otherwise approved by the Township.

- (e) The desirable swale depth shall be 250 millimetres. The minimum swale depth shall be 150 millimetres. Maximum swale depth shall be 600 millimetres, unless otherwise approved by the Township
 - (f) Embankments on lots and between properties shall be constructed at a maximum slope of 3 horizontal to 1 vertical.
 - (g) The lot entrance shall be graded as per the private entrance detail as provided in the Lot Development Plans for the Subdivision.
4. The site for buildings and structures for which a building permit is issued and the carrying out of the Work shown on the detailed lot grading plan referred to herein shall be the responsibility of the Owner, or its successors in title, whichever has the lot grading plan and building permit submitted.

SCHEDULE "T"
DRAFT LETTER OF CREDIT

(Bank Letterhead)

(Date)

STANDARD WORDING 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 McNAB/BRAESIDE

ADDRESS: Corporation of the Township of McNab/Braeside
2508 Russett Drive
R.R. No. 2
Arnprior, ON K7S 3G8

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of Bank) for the account of
(Name of Customer)

UP TO AN AGGREGATE AMOUNT OF (Amount in Words) Dollars (Amount in Numbers)
available on demand.

PURSUANT TO THE REQUEST OF our customer: (Name of Customer), we the (Name of Bank)
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 the said customer to make such demand, and without recognizing
any claim of our said customer, or objection by it to payment by us.

DEMAND shall be by way of a Letter signed by the Chief Administrative Officer of the
Municipality under the corporate seal attached to which shall be the original Letter of Credit.
Presentation shall be made to the bank at:

(Name and Address of Bank)

THE LETTER OF CREDIT we understand relates to those Municipal services and financial
obligations set out in an Agreement between the customer and the Municipality and referred to as:

(Name and legal description of project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Chief Administrative Officer of the Corporation of the Township of McNab/Braeside.

THIS LETTER OF CREDIT will continue to be in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this ____ day of _____, 2022
COUNTERSIGNED BY:

(bank name)

Per : _____