

**Subdivision Agreement**

**Town of Saugeen Shores**

**and**

**Snyder Development Corporation Inc.**

**Woodlands (S-2021-002) Phase 3**

**August 2024**

**SUBDIVISION AGREEMENT  
Woodlands (S-2021-002) Phase 3**

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## **ATTACHED SCHEDULES**

Schedule	"A"	Description of Lands Being Subdivided
Schedule	"B"	Plan of Subdivision
Schedule	"C"	Conditions of Draft Plan of Subdivision
Schedule	"D"	Taxes in Arrears, Local Improvement Charges, Lot Levies and Other Charges
Schedule	"E"	Parkland Dedication or Cash-In-Lieu of Parkland Dedication
Schedule	"F"	Town's Engineering Standards
Schedule	"G"	Itemized Estimate of Cost of Construction of Each Part of the Works
Schedule	"H"	Sample Letter of Credit
Schedule	"I"	Listing of Approved Engineering Drawings
Schedule	"J"	List of Timing of Works to be Constructed
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**TOWN OF SAUGEEN SHORES  
SUBDIVISION AGREEMENT**

**THIS SUBDIVISION AGREEMENT** made in duplicate this 26<sup>th</sup> day of August, 2024.

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

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**  
Hereinafter called the "Town"

AND

**Snyder Development Corporation Inc.**  
Hereinafter called the "Developer"

**WHEREAS** the Developer is the registered owner of the lands described in Schedule "A" to this Subdivision Agreement (hereinafter called the "Lands") and proposes to subdivide it for the purpose of selling, conveying, it in lots, by reference to a registered plan of subdivision;

**AND WHEREAS** the Developer warrants that he is the registered owner of the lands and has applied for approval of a plan of subdivision (hereinafter called the "Plan"), a reduced copy of which is annexed hereto as Schedule "B" to this Subdivision Agreement (hereinafter called the "Agreement")

**AND WHEREAS** the Plan in Schedule "B" is the Draft Plan of Subdivision;

**AND WHEREAS** the Town and the Developer are desirous of entering into an Agreement pursuant to Section 51(26) of the Planning Act;

**AND WHEREAS** the Town requires the Developer to construct and install certain roadways, sewers, watermains, landscaping, drainage, conservation works and any other requirements as provided for in this Agreement (hereinafter referred to as the "Works" or "Services"), and to make financial arrangements with the Town for the installation and construction of the required Works or Services before final approval of the Plan;

**AND WHEREAS** the Developer is required to make a cash payment to the Town in lieu of Parkland Dedication or dedicate for public purposes certain portions of the lands as Parkland;

**AND WHEREAS** the Developer is required to meet all conditions of draft approval of the Plan, which are attached as Schedule "C" to this Agreement, prior to final approval and registration of the Plan;

**AND WHEREAS** the word "Developer", where used in this Agreement, includes an individual, an Association, a Partnership, or a Corporation, and wherever the singular is used herein; it shall be construed as including the plural;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise, and agree with each other as follows;

**1. ORDER OF PROCEDURE**

- (a) Upon application to the Town for the preparation of an agreement, the Developer shall:
  - (i) Pay to the Town One Thousand, Two Hundred, Sixty-Six Dollars and Eight Cents (\$1,266.08) which is the 2024 Final Approval of Subdivision Fee for the Phase Being Registered, and Two Thousand Dollars (\$2,000.00) to cover the initial costs of the Town and such further costs to the Town as referred to in Paragraph 3

hereof which shall include the Town's legal, planning, and engineering costs.

- (ii) Submit to the Town a General Plan outlining the works to be installed.
  - (iii) Submit to the Town the written comments and conditions of all agencies including, but not limited to, the relevant local hydro electric provider, Saugeen Valley Conservation Authority, Ministry of Environment, Ministry of Transportation, Grey-Bruce Health Unit.
- (b) Prior to signing the Agreement, the Developer shall:
- (i) Pay, in full, outstanding taxes, drainage and local improvement charges, if any, as per Schedule "D" attached.
  - (ii) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality, as per Schedule "E" attached.
  - (iii) Submit this agreement, if required, to the Ministry of the Environment and Ministry of Natural Resources and the Saugeen Valley Conservation Authority and any other agencies having authority and provide written approval of the agreement.
  - (iv) Deposit with the Municipality, an insurance policy pursuant to Paragraph 25 hereof.
  - (v) Deposit with the Municipality, securities pursuant to Paragraph 7 hereof.
  - (vi) Have submitted to and obtained the Town's approval of the following, all to be in accordance with the Town's approved Engineering Standards:
    - (I) The Drainage Plan
    - (II) The Lot Grading Plan
    - (III) The Plans and Profiles for all Roadways
    - (IV) The Plans for the Water Distribution System, Sewage Collection System, Surface Water Drainage System and Sidewalks
    - (V) The Plans for Utility Installation including hydro.
- The Town's approved engineering standards applicable to the Plan, layout and controls referred to in this paragraph are annexed hereto as Schedule "F" to this Agreement.
- (vii) Enter into an Agreement with the relevant local hydro electric provider (i.e. Hydro One) for the provision of hydro servicing.
  - (viii) Have submitted to the Town, letters from all utilities outlining the utility's requirements (if any) for the provision of services and the need of easements.
  - (ix) Have submitted Reference Plans to the Town for easements that will be required to be registered immediately after the registering of the Plan of Subdivision.
  - (x) Provide signed postponement agreement from any existing mortgagee which allows the registration of this Agreement to be registered in first priority.
  - (xi) Submit to the municipality, the Ministry of Environment's certificate of approval for the water supply and distribution system and the sewage collection system.

- (xii) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachment, etc. of all authorities including the County of Bruce, the Saugeen Valley Conservation Authority, the Ministry of Transportation and any other authority involved.
- (c) Prior to the commencement of construction the Developer shall:
    - (i) Have obtained final approval of the draft plan of Subdivision from the County of Bruce and have obtained registration of the Plan.
    - (ii) Comply with all other requirements of Clause 50.
    - (iii) Have deeded to the Town those blocks/easements listed in Schedules "E" and "K".
  - (d) Prior to the sale of a lot, the Developer shall:
    - (i) Comply with all the requirements of Clause 37 of this Agreement.
    - (ii) Comply with all the requirements of Clause 50 of this Agreement.
    - (iii) That the Developer provide the County of Bruce and the Town with a computer disk containing digitized (.dxf format) copy of the Final Plan.
  - (e) Prior to the issuance of Building Permits, the Developer shall:
    - (i) Comply with all the requirements of Clause 36(b) of this Agreement.
    - (ii) Comply with all the requirements of Clause 51 of this Agreement.
    - (iii) Obtain the Town's Certificate of Substantial Completion and Acceptance for the underground services, and have constructed the roadway including curbs, gutters and first lift of asphalt.
    - (iv) Obtain approval of a Site Plan that has been prepared by a qualified Engineer or Ontario Land Surveyor illustrating that the building to be constructed and the final grading of the lot is in conformity with the overall Lot Grading Plan or such variance therefrom has been approved by the Town's Director of Public Works.

## 2. ATTACHED SCHEDULES

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

- (a) Schedule "A" Description of Lands being Subdivided
- (b) Schedule "B" Draft Plan of Subdivision
- (c) Schedule "C" Conditions of Draft Approval of the Plan of Subdivision
- (d) Schedule "D" Taxes in Arrears, Local Improvement Charges, Lot Levies and Other Charges
- (e) Schedule "E" Parkland Dedication or Cash-in-lieu of Park Dedication.
- (f) Schedule "F" Town's Engineering Standards

- (g) Schedule "G" Itemized Estimate of Cost of Construction of Each Part of the Works
- (h) Schedule "H" Sample Letter of Credit
- (i) Schedule "I" Listing of Approved Engineering Drawings
- (j) Schedule "J" List of Timing of Works to be Constructed and Predetermined Liquidated Damages.
- (k) Schedule "K" Easements, Blocks, Walkways & 0.3 Metre Reserves to be Granted to the Town.
- (l) Schedule "L" Lots with Special Provisions
- (m) Schedule "M" Special Provisions to the Agreement

**3. TOWN'S LEGAL, PLANNING AND ENGINEERING COSTS**

The Developer agrees to pay to the Town, all costs of the Town's Engineer, Planner and Solicitor for all costs involved in negotiating this Agreement, preparing and executing this Agreement, costs involved in processing the Plan and for checking of plans and specifications and for the supervision and inspection on behalf of the Town and generally any and all costs associated with or attributable to, in any way, the subdivision, subdivision agreement or interpretation thereof.

The Developer agrees to forthwith upon application to the Town for the preparation of this Agreement, pay to the Town as a deposit, the sum of Two Thousand Dollars (\$2,000.00) which shall be used and applied to accounts rendered by the Town's solicitor.

Accounts billed by the Towns' solicitor, planner and engineer shall be submitted directly to the Town for payment and the Town will then forthwith submit the said accounts to the Developer for reimbursement of the deposit fund referred to herein so that the initial deposit in the amount of Two Thousand Dollars (\$2,000.00) will again be built up to enable the Town to pay the next accounts as they are received from time to time.

The Town agrees that the initial deposit in the amount of Two Thousand Dollars (\$2,000.00) and such further deposits as may be required will be held by the Town in a Special General Account.

If the Developer fails, within a period of twenty (20) days from the date of mailing of accounts, to reimburse the Town for accounts submitted for reimbursement, it is understood that the Town, in addition to any and all other remedies it may have, may refuse to issue any building permits or renew any permits that have been issued either to the Developer or to any other person and may refuse to issue further building permits until payment, as referred to herein, has been received by the Town. The Town may also draw on the Securities provided by the Developer as outlined in Paragraph 7.

Any monies remaining in the Developer's Special General Account shall be returned to the Developer.

The Developer agrees to forthwith upon application to the Town for the preparation of this Agreement, pay to the Town as an engineering review and inspection fee, an amount equal to 2.5% of the estimated cost of works outlined in Schedule "G" to this agreement.

**4. DEVELOPER'S EXPENSE**

- (a) The developer shall design, construct and install at his own expense and in good workmanlike manner to the Town's standards all works

designated in Schedule "F". Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

## **5. DEVELOPER'S CONSULTING ENGINEER**

- (a) The Developer shall retain the services of a Professional Engineer or firm of Professional Engineers with a Certificate of Authorization registered with the Association of Professional Engineers of Ontario (hereinafter called the "Consulting Engineer"), who shall:
- (i) Prepare designs in accordance with the Town's Engineering Standards listed in Schedule F.
  - (ii) Prepare and furnish all required drawings;
  - (iii) Submit to the Town for approval as Schedule "G" to this Agreement, an estimate of the costs of the Works, which said estimate, when approved by the Town shall become the basis for the required securities;
  - (iv) Prepare the necessary contracts;
  - (v) Obtain the necessary approvals from the Town, the local hydro authority, the Ministry of Environment, the Ministry of Natural Resources, the Saugeen Valley Conservation Authority, and other utilities, authorities or governmental agencies as required by law;
  - (vi) Provide field layout, contract administration, and full-time supervision of construction;
  - (vii) Maintain all records of construction and advise the Town of all construction changes;
  - (viii) Act as the Developer's representative in all matters pertaining to the construction of the Works. The Developer shall provide written authorization confirming the engineer's authority to represent the developer and bind the developer to enforceable agreements;
  - (ix) Immediately upon the completion of the installation of the storm sewer, sanitary sewers, watermains, service connections and appurtenances, and prior to issuance of substantial completion provide the Town with three acceptable sets of "as-built" plans of these works in hard copy and one in digital format;
  - (x) Prior to issuance of a Certificate of Maintenance and Final Acceptance by the Town, the Developer's Engineer shall supply to the Town "as-constructed" plans, in both paper and digital formats, conforming to the Town's standards;
  - (xi) Provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all Works specified in this Agreement;
  - (xii) Where applicable, provide to the Town for approval a certificate of final grade elevation from the consulting engineer with respect to each lot or building block for which a building permit has been issued, indicating that the property has been development in conformity with the overall grading plan;
  - (xiii) Furnish to the Town a certificate, upon completion of the Works, that all Works were completed in conformance with the design and to the applicable standards and specifications.



**6. DEVELOPER'S CONTRACTOR(S)**

- (a) The services shall be installed by Contractor(s) retained by the Developer and approved in writing by the Town, unless specifically noted otherwise in this Agreement subject to the policies of the Town in effect from time to time.

**7. SECURITIES**

- (a) Prior to signing this Agreement, the Developer shall deposit with the Clerk of the Town, to cover the faithful performance of this Agreement for the installation of the services and the payment and provision of all obligations arising hereunder, a cash deposit and/or an irrevocable letter of credit from a chartered bank, issued in accordance with the requirements of the Town solicitor and generally in accordance with the sample letter of credit attached hereto as Schedule "H", in the amount of one hundred percent (100%) of the estimated costs of the Works and other improvements set out in Schedule "G" attached to this Agreement.
- (b) If the Developer fails to perform any of his obligations pursuant to this Agreement, the Town may deduct the cost thereof from the deposited securities, without notice to the developer, and may use any deposit on-hand, or may call upon the issuer of any letter of credit to provide from the same the funds necessary to perform all Works hereunder, or to pay, at the option of the Town the cost of any works, materials, or other charges related to the Works, including the cost of removing liens or defending any construction liens, certificates or action, or defending or removing any actions or judgements affecting the Town of lands or services either dedicated to the Town, or which are intended to become the property of the Town pursuant to this Agreement.
- (c) Where the surety indicates to the Town that the letter of credit will not be renewed for any further period, and where any Works or other obligations of the Developer have not been completed as required by this Agreement before securities can be released for such Works or obligations, and where the Developer has not provided to the Town any other security acceptable to the Town the Town shall have the right to call upon the letter of credit to such extent as the Town deems necessary to maintain such security until completion of the Works or obligations in accordance with the terms of this Agreement.
- (d) Notwithstanding that any securities on hand have been designated herein to ensure the completion or repair of specified work, where the Developer has failed to complete or repair any Works in accordance with this Agreement, or where the security on hand is insufficient to secure the completion or repair of said work, the Town may retain sufficient security at all times to ensure the completion or repair thereof.

**8. DISCHARGE OF SECURITIES**

- (a) After the completion of seventy percent (70%) of the services in the Subdivision or in an approved stage of the Subdivision, the Developer, as the work further proceeds to completion, shall have the privilege, on application to the Town with a Statutory Declaration of Accounts Paid as provided for in Clause 17 hereof and upon the Certificate of the Town Engineer, of obtaining discharges on the cash deposit or letter of credit, subject to the provisions of Clause 8 (b) of this Agreement.
- (b) The Town shall retain at all times sufficient security in the form of cash or letter of credit to finance the completion of the Works plus inflation factor itemized in Schedule "G", maintenance of the Works as provided for in Clause 18 of this Agreement, subject to the provisions of Clause 8 (d) of this Agreement.
- (c) Upon the issuance of the Certificate of Substantial Completion and

Acceptance for the above-ground services, all securities will be released except the cash or letter of credit referred to in Clause 8 (b) hereof which, in all cases, shall be held until the end of the Maintenance Period as provided for in Clause 18 hereof.

- (d) The Town will not agree to any cancellation or reduction of the required securities if the Developer is in default in any way of any provision, requirement or obligation of the Developer under this Agreement.
- (e) The decision of the Town's Director of Public Works as to the amount required to finance the completion of the works referred to in Section 8(b) will be binding on the developer. At no time, until the completion of all of the requirements of this Agreement, shall the amount of securities be less than \$20,000.00.

**9. APPROVAL OF PLANS FOR THE REQUISITE WORK**

- (a) The Developer and his Consulting Engineer shall have the plans and specifications for the Works approved by the Town, and the other authorities as required.
- (b) The engineering plans prepared in accordance with the Town's Engineering Standards for the Subdivision (Schedule "F") and approved by the Town are listed on Schedule "I" to this Agreement (hereinafter called the "approved construction plan drawings").
- (c) The engineering drawings shall be approved by the Director of Public Works prior to the signing of the Subdivision Agreement.
- (d) The listing of the approved engineering drawings are contained in Schedule "I".
- (e) No changes to the approved construction plan drawings shall be made unless prior approval is first obtained from the Town.

**10. REQUISITE SERVICES**

(a) Sanitary Sewers and Storm Sewers

The Developer shall construct all sanitary sewers and storm sewers and appurtenances thereto in accordance with the Certificate of Approval (Sanitary and Storm Sewage) as issued by the Ministry of the Environment and in accordance with the approved construction plan drawings and standards for the sanitary and storm sewers set out in Schedules "F" and "I" to this Agreement.

Connections to storm and sanitary sewers shall be in accordance with the Town's standards and specifications. The said sewer shall be constructed to an outlet or outlets according to designs approved by the Town. It is understood and agreed that all sanitary sewers and storm sewers shall be of sufficient size, depth and location within the limits of the Subdivision to service the Subdivision and the land outside the boundaries which will, in the opinion of the Town, require the use of the Subdivision sewers as trunk outlets.

(b) Water System, Watermains, Hydrants and Connections

The Developer shall construct all watermains and appurtenances thereto in accordance with the Certificate of Approval (Water) as issued by the Ministry of the Environment and in accordance with the approved construction plan drawings and standards for the water system set out in Schedules "F" and "I" to this Agreement. It is understood and agreed that all watermains shall be of sufficient size, and location within the limits of the Subdivision to service the Subdivision and the land outside the boundaries which will, in the opinion of the Town, require the use of the Subdivision watermains as trunk watermains.

Connections to the watermains shall be in accordance with the Town's standards and specifications.

(c) Electrical Distribution System and Street Lights

The Developer at his expense shall engage a qualified contractor to install in a good and workmanlike manner, the electrical distribution system. The Developer at his expense shall engage a qualified contractor to install in a good and workmanlike manner all street lighting in accordance with the approved construction plan drawings and standards as set out in Schedules "F" and "I" to this Agreement.

(d) Roads and Boulevards

The Developer shall construct all roadways and appurtenances thereto in accordance with the approved construction plan drawings and standards for roadways as set out in Schedules "F" and "I" to this Agreement.

The Developer shall finish all boulevards with topsoil, seed and/or sod in accordance with the standards as set out in Schedule "F" to this Agreement. The specifications for boulevards grading and sodding shall also apply to existing roads adjacent to the said Plan of Subdivision.

(e) Curbs and Gutters

The developer shall construct all curbs and gutters and appurtenances thereto in accordance with the approved construction plan drawings and standards as set out in Schedules "F" and "I" to this Agreement.

The developer shall construct all curbs located at intersections to accommodate easy access by people in wheelchairs where sidewalks exist.

(f) Sidewalks

The Developer shall construct all public sidewalks in accordance with the approved construction plan drawings and standards for public walkways set out in Schedules "F" and "I" to this Agreement.

(g) Construction and Fencing of Public Walkways

The Developer shall construct and fence all public walkways in accordance with the approved construction plan drawings and standards for public walkways set out in Schedules "F" and "I" to this Agreement.

(h) Street Signage

The Developer shall install street signage in accordance with the approved construction plan drawings and standards for street signage set out in Schedules "F" and "I" to this Agreement.

(i) Municipal Street Numbers

All Lots, Blocks or building numbers for use within the Plan shall be allocated by the Municipal Clerk. To obtain such allocation, the Developer shall furnish the Municipal Clerk with a copy of the Plan as registered upon which the Municipal Clerk will designate the proper numbers for each Lot, Block or building.

The Developer shall display by means of a legible sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the street number and the Lot or Block number as shown on the Plan and prior to the issuance of a Building Permit for that Lot or Block, which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

(j) Grading and Drainage

The Developer shall construct all drainage works and grade the lands in accordance with the approved construction plan drawings and standards for grading and drainage set out in Schedules "F" and "I" to this Agreement.

(k) Additional Works

If, from time to time during the development of the Subdivision, the Town is of the opinion that additional works are necessary to provide adequately any of the public services required by the Subdivision, the Developer shall construct, install or perform such additional Works as may be requested by the Town.

**11. STAGING OF THE SERVICES**

- (a) The Town may instruct the Developer to construct the services in particular stages suitable to the Town, and the Developer shall comply. If the Town does not so instruct, the Developer, before commencement of any work, may request the Town's permission to divide the Subdivision into convenient stages. The approval of staging rests solely with the Town. If the work is thus staged, in lieu of furnishing cash payment or letter of credit as required by Clause 7 hereof for the whole Subdivision, the Developer may furnish a cash payment or letter of credit, as set out above, for one hundred percent (100%) of the estimated cost of that part of the Works with which he wishes to proceed, as approved by the Town.
- (b) Before proceeding with an additional stage, the Developer shall apply to the Town for an Amendment to this Agreement. The Developer's Engineer shall provide engineering drawings and an up-to-date cost estimate for the next stage of development. The Developer shall provide the Town with securities for one hundred percent (100%) of the estimated cost of the works.

**12. TIMING OF WORKS TO BE CONSTRUCTED**

- (a) Following registration of the Plan, the Developer shall cause to be constructed all requisite Works in accordance with Schedule "J" of this Agreement in order to provide services to the lot and building blocks within the Plan. This schedule sets out the Works in general terms only and shall not be construed as covering all items in detail.
- (b) It is understood and agreed that should the Developer fail to construct the services as stipulated by such dates as provided in Schedule "J" of this Agreement, the Developer shall pay to the Town, as predetermined liquidated damages, the sum of money set out in Schedule "J" to this Agreement for each and every day the said services are behind the schedule of construction.

**13. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION OF THE WORKS**

- (a) The Developer shall not commence the construction of any of the Works until the Developer has provided ninety-six (96) hours written notice to the Town of his intent to commence work.
- (b) It is the intent of this Agreement that work be performed expeditiously and continuously, that all underground and all above-ground services be installed in accordance with the Schedule "J" hereto, unless extended by the Town. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Town before work is resumed.

**14. SCHEDULING OF CONSTRUCTION OF THE WORKS**

- (a) Prior to the start of construction of the Works, the Developer shall supply to the Town for its approval, a Schedule of Works setting out the order in which he considers the various Works within the Plan will be built. The Town may amend this schedule and the Developer must construct, install or perform the work as the Town may direct from time to time.

**15. PROGRESS OF CONSTRUCTION OF THE WORKS**

- (a) The Developer shall install all Works in accordance with the Schedule of Works provided for in Clause 14 hereof or as directed by the Town, and if he fails to do so, or having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Town, then, upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, Town may without further notice enter upon the Lands and proceed to supply all material and to do all the necessary works in connection with the installation of the required Works, including the repair or reconstruction of faulty work, including TV camera inspection if required, and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with the cost of engineering to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Town within thirty (30) days of the date of billing, the money owing may be deducted from the deposited securities.

- (b) In the event that the Town must enter upon the Lands and have the Works completed or repaired due to situations as outlined in Clause 15 (a) hereof, all original mylars, digital plans and specifications prepared by the Developer's Consulting Engineer must be turned over to the Town.

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

- (c) It is agreed that a copy of Clause 15 shall be delivered by the Developer to each and every builder obtaining a building permit for any lot or building block in the plan.

**16. INSPECTION AND ACCEPTANCE OF THE WORKS**

- (a) Subject to Clause 20 hereof, when all the services have been completed, the Consulting Engineer shall furnish the Town with a certificate that all works were completed in conformity with the design and to the applicable standards and specifications.

Upon receipt of said certificate, the Town shall make an inspection of the Works, which shall include TV camera inspections. When the Town is satisfied that work is substantially complete and in conformity with the applicable standards and specifications, the Town may issue a Certificate of Substantial Completion and Acceptance. The Certificate may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate of Substantial Completion and Acceptance.

- (b) The Developer may request and the Town in its discretion may issue separate Certificates of Substantial Completion and Acceptance for the underground and above-ground services.

- (c) The Maintenance Period as provided for in Clause 18 hereof will commence when the Certificate of Substantial Completion and Acceptance is issued. Where the Town issues separate Certificates of Substantial Completion and Acceptance, there shall be separate Maintenance Periods for each of the said underground and above-ground services.

**17. STATUTORY DECLARATION OF ACCOUNTS PAID**

- (a) The Developer agrees that upon applying for a discharge of securities, a release of a lot, a Certificate of Substantial Completion and Acceptance, or a Certificate of Maintenance and Final Acceptance, he shall supply the Town with a Statutory Declaration that all accounts for work and materials for the services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

**18. MAINTENANCE OF WORKS**

- (a) The Developer will be responsible for the repair and maintenance of all services for a period of two (2) years from the date of issuance of the Certificate of Substantial Completion and Acceptance for the services to which the same relates, which period of time shall be called the "Maintenance Period".
- (b) If, during the Maintenance Period, the Developer fails to carry out maintenance work within twenty-four (24) hours after receipt of a request from the Town, the Town may, without further notice, undertake such maintenance work and the total cost of such maintenance work shall be borne by the Developer. If the Developer fails to pay for such work within thirty (30) days of the date of billing, then the money owing may be deducted from the deposited securities.
- (c) During the Maintenance Period, ten percent (10%) of the estimated cost of the Works in cash or letter of credit shall be retained by the Town. Towards the end of the Maintenance Period, the Developer shall make a written request to the Town for a final inspection to be made and notwithstanding the two (2) year period noted above, the Maintenance Period will continue for the original two (2) years or for thirty (30) days after the receipt of the Developer's written request for a final inspection, whichever period of time is the greater.

**19. FINAL ACCEPTANCE OF WORKS**

- (a) On receipt of the Developer's request for a final inspection as provided for in Clause 18 hereof, the Town will again inspect the Works, and such inspection may include a TV camera inspection at the cost of the Developer. If the Town is satisfied and provided that the Developer has otherwise complied with this Agreement including Clause 19 (b) hereof, the Town will issue a Certificate of Maintenance and Final Acceptance, at which time the remaining cash deposit or letter of credit will be discharged by the Town in accordance with Clause 8 hereof.
- (b) Prior to issuance of a Certificate of Maintenance and Final Acceptance by the Town, the Consulting Engineer shall supply to the Town final "as-built" plans, in both paper and digital formats, conforming to the Town's standards.
- (c) The Developer shall supply to the Town a Statement from an Ontario Land Surveyor that all property bars have been confirmed to be in their proper location after all construction has been completed.

**20. ASSUMPTION OF SERVICES**

- (a) The Town shall not assume or be deemed to have assumed any services until a Certificate of Maintenance and Final Acceptance has been issued therefore by the Town.

Notwithstanding the foregoing or anything hereinafter set out, except for that which is contained in Schedule "M", the Town shall not be obligated to assume the responsibility for and take over the services until 50% of the lots have occupied dwellings erected thereon.

- (b) The Town may require securities in the form of a cash deposit or letter of credit to ensure that the maintenance of the services, excluding snow plowing and sanding of the roads, are properly carried out until the said number of the lots have occupied dwellings erected thereon and the Town has assumed the roads.

## **21. USE OF WORKS BY TOWN**

The Developer agrees that:

- (a) All the Works may be used prior to the issuance of a Certificate of Maintenance and Final Acceptance by the Town or other authorized persons for the purpose for which such Works are designed provided that such use shall be at the Developer's own risk and liability.
- (b) Such use shall not be deemed an acceptance or assumption of the Developer's Works by the Town.
- (c) Such use shall not in any way relieve the Developer of its obligations in respect of all the Works so used.
- (d) Prior to the issuance of a Certificate of Maintenance and Final Acceptance and prior to assumption of the Developer's Works by the Town, the Developer shall, at its own expense, post a permanent and visible sign advising that the Works have not been assumed or accepted by the Town and stating that the Town is not liable or responsible for any damage, however caused, as a result of use of the Developer's Works. The wording and location of these signs is to be approved by the Town.

## **22. WINTER ROAD MAINTENANCE**

- (a) Prior to the placing of base course asphalt, the Developer shall be responsible for all winter road maintenance within the development and on municipal roads where works have been constructed, as specified in Clause 20 (b).

All manholes, catch basins, and valve boxes shall be adjusted to base course asphalt grade prior to commencement of maintenance activities.

- (b) In the event that proper vehicular access or snow removal is not provided by the Developer as required by this Agreement, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. All costs of such works shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited securities.
- (c) The Developer agrees that any work done by the Town pursuant to this Agreement before the roads are assumed by the Town shall not be deemed in any way to be an acceptance by the Town of the roads upon which such work is done. The Developer acknowledges that the Town while providing access by removing snow, any damage or interfere with the works of the Developer and cause damage to such works, and the Developer hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.
- (d) Representation may be made by the Developer to the Town requesting

that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision prior to the placing of base course asphalt.

**23. EMERGENCY REPAIRS**

It is agreed and understood that, in the event of an emergency situation, the Town, its servants, agents contractors may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Developer's Works. The Town agrees that prior to acting under this paragraph, it will make all reasonable efforts to notify the Developer of any emergency and will only act under this paragraph in the event of inability or failure to contact Developer and/or failure of the Developer to correct the emergency forthwith. In the event that such entry and repair shall not constitute nor be deemed to be an acceptance or assumption by the Town of any liability in connection therewith nor shall it constitute a release of the Developer from any of its obligations under this Agreement whether financial or otherwise. In the event that it is necessary for the Town to act pursuant to the provisions of this paragraph, the cost of such entry together with the cost of emergency repairs shall be borne by the Developer and in the event that the Developer does not reimburse the Town for the cost of such emergency entry and repairs, within thirty (30) days of written notice, the Town may, at its option, cash the letter of credit held by the Town as referred to in paragraph 7 hereof, or may, in addition to any and all other remedies it may refuse to issue further building permits or renew any building permits issued to the Developer or any other person or release any lots until payment as referred to herein has been received by the Town.

**24. DEVELOPER'S LIABILITIES**

- (a) Until the Town has issued the Certificate of Maintenance and Final Acceptance for all the Works, the Developer shall indemnify the Town, their agents and employees, against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the development of the Subdivision.

**25. INSURANCE**

- (a) The Developer shall insure against all damages or claims for damage with an insurance company satisfactory to the Town. Such insurance policy shall be issued in the joint names of the Developer, the Town, and the form and content shall be subject to the approval of the Town. The policy shall remain in the custody of the Town during the life of this Agreement. The limits of such policy shall be \$2,000,000.00 all inclusive, but the Town shall have the right to set higher amounts.
- (b) The insurance policy as required by Clause 25 (a) of this Agreement shall be in effect for the period of this Agreement including the Maintenance Period. The issuances of such insurance policy shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

**26. PRIVATE UTILITY INSTALLATION AND COSTS**

- (a) The Developer shall deal directly with all private utility companies (i.e., telephone, cable TV and natural gas). The Developer or his Engineer shall obtain all approvals and permits and pay all fees and charges directly to private utility companies, or as otherwise provided for in this Agreement.
- (b) The Developer shall endeavour to coordinate the timing of installation of private services with the timing for installation of the Works required by this Agreement.



**27. BLASTING**

- (a) Any blasting carried out by the Developer or his contractors shall be under the supervision of the Consulting Engineer, or other consulting engineers approved by the Town who has experience with blasting operations and procedures.
- (b) If required by the Town or the Saugeen Valley Conservation Authority, a geo-technical study shall be conducted at the Developer's sole expense prior to any blasting, such study to be approved by the Town and Conservation Authority, and all blasting shall be carried out in accordance with any directives of the approved geo-technical study.
- (c) Before any blasting is proceeded with by the Developer, the Developer shall:
  - (i) conduct a pre-blast survey of adjacent and surrounding structures;
  - (ii) discuss the procedure, location, and extent of such blasting with the Town;
  - (iii) obtain from the Town written permission for carrying out the blasting operation;
  - (iv) show proof of insurance for all damage or claims for damage resulting from the blasting operation; the issuance of such an insurance policy shall not be construed as relieving the Developer from responsibility for other larger claims, if any, for which he may be held responsible;
  - (v) obtain any necessary blasting permit from the appropriate authority.

**28. ACCESS ROADS**

- (a) All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction of the Works or any buildings on lots or building blocks in the Plan, and no roadway outside the limits of the Subdivision may be closed without the written consent of the Town Council or their delegate. For the purpose of obtaining such consent, the Developer shall advise the Director of Public Works and all emergency services of the date and time he wishes to close the roadway.
- (b) The Developer agrees that all roads leading to the Lands and to be used for access during the construction of the Works and buildings in the Plan shall be kept in good and usable condition throughout the period of construction, and if damaged due to development of the Subdivision, the Developer agrees to restore the same immediately in accordance with Clause 29 hereof. All proposed haul routes shall be satisfactory to the Director of Public Works and all costs associated with the repair or the clean up of streets due to the tracking of debris along roadways, shall be the responsibility of the Developer.
- (c) The developer shall insure all trucks making delivery to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as not to scatter refuse, rubbish or debris on any access roads.

**29. DAMAGES OR CHANGES TO EXISTING ROADS, STRUCTURES & SERVICES**

- (a) The Developer shall repair any damage caused to any existing road, structure or services located on, under, over, or along, any road allowance, as a result of the development of the Subdivision. All costs of such repairs shall be paid by the Developer. If not repaired in accordance with the requirements of the Town, the Town may complete such repairs as are deemed necessary by the Town at its sole discretion. If the

Developer fails to pay for repairs completed by the Town within thirty (30) days of the date of billing, the cost may be deducted from the deposited securities.

- (b) The Developer shall pay for any costs involved in the relocation of existing services, such as hydrants, utility poles, or other services, which may become necessary because of the development of the Subdivision. If the Developer fails to pay for such Works completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities. The Developer shall pay for reinstallation of all Legal Survey Bars which were removed or destroyed during construction.

**30. DUST CONTROL**

- (a) During all construction in the Subdivision, the Developer shall apply approved dust retardant in sufficient quantities or undertake any other actions approved by the Director of Public Works to prevent any dust problem to traffic or nearby properties. All cost of such Works shall be paid by the Developer. If dust is not controlled in accordance with the requirements of the Director of Public Works, the Town may apply such retardant as are deemed necessary by the Director of Public Works at their sole discretion. If the Developer fails to pay for such works completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities.

**31. GRADING AND DRAINAGE OF THE LANDS**

- (a) All roads, lots and blocks within the Plan, and all lands abutting the Plan shall be graded to drain in accordance with the overall grading and drainage plan referred to on Schedules "F" and "I" to this Agreement.
- (b) Until the roads laid out according to the Plan have been assumed by the Town, the Developer shall provide adequate drainage of the surface water from the Lands. The Developer shall lay out such roads and grade the same together with the lands surrounding the same in such a manner that no damage or harm shall result by reason of the drainage therefrom to persons or property outside or within the Lands.
- (c) If the Developer at any time or times fails to carry out his obligations to grade and drain the Lands as required hereunder, the Town may enter onto the Lands and complete such Works as are necessary to correct the same. If the Developer fails to pay for the work completed by the Town within thirty (30) days of the date of billing, the costs may be deducted from the deposited securities, or otherwise collected from the Developer.
- (d) The Developer, at his sole cost and expense including all registration costs and applicable taxes if any, shall grant and convey to the Town, free and clear of any and all encumbrances, easements affecting the Lands as may be necessary or required in the sole opinion of the Town to provide for any drainage work that may be required to furnish an outlet for storm water or natural water courses draining on or from any part of the Lands. All such easements shall be shown on the approved final engineering drawings (Schedule "I") and are set out in Schedule "K" to this Agreement.
- (e) The Developer agrees that if the drainage work required to drain the Lands results in drainage through lands other than his lands all such work shall be carried out by means of a storm drain and appurtenances of sufficient size for the drainage requirements of the area and the same shall be subject to the prior approval of the Town. The Developer shall, at his sole cost and expense including all registration costs and applicable taxes if any, obtain from land owners adjoining the Lands all necessary easements and lands required by the Town to properly facilitate drainage of the Lands and the contributing areas. The easements, land, servicing requirements, and the documentation thereof shall be subject to the prior approval of the Town.

- (f) If, as the Plan develops, it becomes apparent to the Town, the Saugeen Valley Conservation Authority, the Ministry of Environment, or the Ministry of Natural Resources that further work is necessary with respect to grading and drainage or with respect to the Works contemplated in any part of this Clause, either upon the Lands or beyond the boundaries thereof, the Developer shall, at his sole cost and expense forthwith provide the same upon receipt of a written notice from the Town identifying sufficient particulars thereof. The necessity of such drainage work shall be at the sole discretion of the Town.
- (g) Should any of the grading or drilling operations within the Plan of Subdivision cause disturbance to the natural drainage pattern for the surrounding area, resulting in flooding or erosion of adjacent lands outside the Plan, the Developer shall at his or her own expense, take such measures as are necessary to correct the surface drainage situation and restore all damaged property to its original condition as determined by and to the satisfaction of the Town. The Developer agrees that if the drainage works result in drainage or a change of drainage through third party lands, all work shall be carried out with the approval of and to the satisfaction of the Town. Any easements required by the Developer over third party lands for that purpose shall be conveyed to the municipality. The Developer shall indemnify and save harmless the municipality, its officers, employees and agents, from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of grading or drilling operations or the measures taken by the Developer to correct the drainage and restore lands outside the Plan described above. The municipality shall be entitled to draw upon any money or other security deposited or posted under this Agreement in order to satisfy or compromise any such actions, causes of action, suits, claims or demands.

The Developer shall ensure the safe passage of water at all times.

- (h) The Developer agrees to carry out or cause to be carried out the works recommended in the approved Stormwater Management Report, lot grading plan and Erosion and Sedimentation Control Plan to the satisfaction of the Saugeen Valley Conservation Authority.

### **32. PARKLAND DEDICATION OR CASH-IN-LIEU**

- (a) The Developer agrees to dedicate Parkland and Cash-in-lieu of Parkland as set-out in Schedule E and in accordance with Section 3 of Schedule F.
- (b) Notwithstanding the conveyance of land to the Town for parkland purposes, the Town reserves its right to sell such land pursuant to Section 42(5) of the Planning Act.

### **33. BLOCKS/EASEMENTS FOR MUNICIPAL PURPOSES**

- (a) The Developer, at his sole cost and expense including all registration costs and applicable taxes if any, shall grant and convey to the Town free and clear of all encumbrances, easements as may be required for the installation and supply of services to the Subdivision. Easements required by the Town are set out in Schedule "K" to this Agreement.
- (b) Easements required by the Town shall be provided to the Town Clerk within sixty (60) days of registration of the Plan. The Town shall not issue any release of any lot or block as provided for in Clause 39 hereof nor release any securities deposited hereunder until such easements have been conveyed to the Town. Required easements shall be shown on reference plans registered in the County Registry Office, and documentation shall be in a form acceptable to the Town Solicitor.
- (c) If at any time, and from time to time during the development of the Subdivision, the Town is of the opinion that additional easements are

necessary to provide or protect adequately any of the public services required in the Subdivision, the Developer shall provide such additional easements at the request of the Town.

- (d) All walkways, right-of-ways and 0.3 metre reserves listed on Schedule "K" are to be deeded to the Municipality at the time of registration.

#### **34. CONSTRUCTION REFUSE**

- (a) All construction refuse and debris from the Subdivision must be disposed of in an orderly and sanitary fashion in a dumping area provided by the Developer of the Lands and approved by the Town. The Town is not responsible for the removal or disposal of refuse and debris. There shall be no burying or burning of materials on the subdivision lands. The Developer agrees to deliver a copy of this Clause to each and every builder obtaining a building permit for any lot or building block in the Plan.
- (b) The Developer shall, at all times, keep the streets and boulevards in the Subdivision clear and free of all materials and obstructions which might interfere with the installation of hydro, telephone, gas or other utilities, movement of traffic, or present any public safety hazard.
- (c) The Developer shall immediately remove all mud and debris from any street, easement and road allowance or lot within the Subdivision as and when directed by the Town.

Provided that if refuse and debris is not disposed of by the Developer or lot owner in accordance with the provisions of this paragraph, the Town may, without further notice, enter upon the said Lands and proceed to remove or dispose of refuse and debris at the Developer's or lot owners expense, charges for which shall be paid forthwith by the Developer or lot owner within Thirty (30) days after written demand. Provided that upon default of payment by the Developer, the Town may, at its sole discretion and option, secure monies held as security pursuant to the provisions of Securities and apply such money toward the uses intended and may, in addition to any and all other remedies it may have, may refuse to issue or re-issue further building permits to the Developer or to any other person until payment for the Towns costs for such services has been made.

- (d) The Developer shall be encouraged to recycle as much construction refuse as possible in accordance with the municipal Waste Management By-law.
- (e) The Developer shall comply with all applicable laws and regulations governing the disposal of hazardous or toxic material which may be found on or generated during the development of the subdivision.

#### **35. REPLACEMENT OF SURVEY BARS**

- (a) After completion of the Works and prior to the end of the Maintenance Period, the Developer agrees to supply a statement from an Ontario Land Surveyor, to be approved by the Town, that after the completion of the Works, he has found or replaced all survey monuments and iron bars as shown on the registered plan.

#### **36. REQUIREMENTS FOR BUILDING PERMITS**

- (a) The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal building permits, when applied for, will be issued in respect of the lots or building blocks in the Plan.
- (b) No building permit will be issued by the Town until:
  - (i) All approvals required by this Agreement have been obtained and submitted to the Town.

- (ii) The underground services (water, sanitary and storm sewers) have been installed, and the water distribution system, sanitary sewer and the storm sewer systems have been tested and a Certificate of Substantial Completion and Acceptance has been issued by the Town of these works. All hydrants shall be charged.
- (iii) The Developer has provided sufficient documentation to the Municipality confirming that electrical distribution and street lighting and the remaining underground services, telephone, Cable T.V. and gas are being scheduled for installation; and will be completed within six (6) weeks of the date of issuance of the building permit,
- (iv) The roads consisting of the grading and full depth of Granular "B" sub-base, Granular "A", first lift of asphalt and curb and gutter have been constructed.
- (v) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule "L" hereto.
- (vi) A Site Plan has been prepared by a qualified Engineer or Ontario Land Surveyor that the building to be constructed and the final grading of the lot is in conformity with the overall Lot Grading and Tree Retention Plan or such variance therefrom has been approved by the Town's Director of Public Works.
- (vii) Street lights as shown on the engineering drawings shall be installed and operational and activated within six (6) of the date of issuance of a building permit,
- (viii) Street name signs and regulatory traffic control signs have been erected by the Developer.
- (ix) The Developer has delivered to the Town satisfactory evidence of registration of the restrictive covenants by Section 37(a) of this agreement.
- (x) The Developer has delivered to the Town satisfactory Lot Service Sheets with ties and elevations of services installed to the property line.

**37. RESTRICTIVE COVENANT – GRADING, DRAINAGE AND LANDSCAPING**

- (a) The Developer will include either in each deed for each lot or block in the plan, or on the register for all of the land included in the plan, a restrictive covenant requiring that before any building is erected or occupied on the lot or block, the provisions of Clauses 41 and 51 of this agreement respecting grading, drainage and landscaping shall be met. Such covenant will be registered as required by the provisions of the Land Titles Act and shall include an expiry date of at least 20 years from the date of the registration of the plan of subdivision.
- (b) A copy of Clause 37 (a) and Clauses 41 & 51 of this Agreement shall be delivered by the Developer to each and every builder or any prospective purchaser of a lot or block in the plan.
- (c) All contracts of sale by the Developer of any lot within the Plan of Subdivision shall contain the following provision, which shall be incorporated in all Transfers, so that it shall be a covenant running with the land for the benefit of the remaining land within the Plan:

"The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree that they will not alter the

slope of the lands described in this agreement nor interfere with any drains established on the lands, except in accordance with the approved Lot Grading and Tree Retention and Drainage Plans, without the written consent of the Municipality and further that the Transferee will maintain any such alterations approved by the Municipality. This covenant is for the benefit of all other lands in the subdivision and shall run with the title of these lands”.

**38. LOTS WITH SPECIAL PROVISIONS**

- (a) Any lot or building block which will require special attention or additional approvals in order to be serviced or developed is listed on Schedule “L” to this Agreement.
- (b) For any lot or building block which can not be developed due to a physical impediment and which is listed on Schedule “L”, a Consulting Engineer shall submit a proposal in writing to the Town outlining the measures to be taken to correct the problems relating to the lot or building block; the proposal must be approved by the Town prior to a building permit being issued.
- (c) Where staging of services pursuant to Clause 11 of this Agreement is being employed, lots which are to be serviced in future stages pursuant to an amending or new Subdivision Agreement are set out in Schedule “L” to this Agreement. No lot release pursuant to Clause 39 of this Agreement shall be issued or building permit issued for these lots or building blocks until the necessary agreement has been fully executed and requirements thereunder met by the Developer.

**39. RELEASE OF LANDS**

- (a) The obligations of the Developer and the subsequent owner of the lands are contained in this Agreement. As the Developer’s obligations are completed and buildings are erected and occupied on the lots within the subdivision the obligations of the Developer are not intended to be passed on to the ultimate owner of the lot save for certain continuing obligations as provided herein.
- (b) Council may by resolution or by-law authorize a partial release of obligations on the owners of a lot when Council is satisfied that:
  - (i) Clause 19 hereof has been complied with.
  - (ii) Clause 20 hereof has been complied with.
  - (iii) Clause 36 hereof has been complied with (when the Developer will be building on the lot or block).
  - (iv) Clauses 36 and 37 have been complied with (when some other person or corporation is building on the lot or block).
  - (v) A Certificate has been given by a qualified Engineer or Ontario Land Surveyor that the building constructed and the final grading of the lot is in conformity with the overall Lot Grading and Tree Retention Plan as provided for in Clause 41 of this Agreement or such variance therefrom has been approved by the Town’s Engineer.
  - (vi) Where the lot or block is identified in Schedule “L” as unsuitable for building purposes, the reason for such lot or building block being listed in Schedule “L” has been eliminated to the satisfaction of the Town.
  - (vii) All easements, discharge or encumbrances, and any other conveyances required by this agreement have been provided to the

satisfaction of the Town Clerk.

- (b) Every release issued pursuant to Clause 39 (a) of this Agreement shall operate as a discharge of all levies, registered pursuant to Clause 42, hereunder by the Town in respect only to each lot or block described in the release with the exception of responsibility for drainage as outlined in Clause 41 hereof.

**40. TAXES, LOCAL IMPROVEMENTS, AND OTHER CHARGES**

(a) Taxes

The Developer agrees to pay for all arrears of taxes, outstanding against the Lands before or at the time of execution of this Agreement as set out on Schedule "D" of this Agreement.

The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands have been assessed and entered on the collector's roll according to the registered plan.

(b) Local Improvement Charges

The Developer agrees to commute and pay all charges, including the Towns' share, made with respect to the Local Improvement Act which are assessed against the Lands before or at the time of execution of this Agreement, as set out in Schedule "D" to this Agreement.

(c) Other Charges

The Developer agrees to pay any other charges set out on Schedule "D" to the Town prior to or at the time of execution of this Agreement.

**41. GRADING AND DRAINAGE - RESPONSIBILITY OF DEVELOPER AND FUTURE OWNERS**

- (a) The drainage of surface waters on the lots and blocks in the plan after the release provided for in Clause 39 hereof has been issued by the Town, is the sole responsibility of the Developer and subsequent owners of the lots and blocks, and the Developer and subsequent owners are to provide and maintain grading and drainage of the lots and block in the plan in accordance with the grading and drainage plan approved by the Director of Public Works and referred to in Schedules "F" and "I" attached hereto.
- (b) Within 60 days of the final grading and placing of the sod or seed on a lot or building block in the plan, the Owner of Lot shall provide a Certificate issued by a qualified Engineer or Ontario Land Surveyor to the Town certifying that the grading on the subject lot or block has been completed in accordance with the approved grading and drainage plan.
- (c) All subsequent owners of the lots created by the plan of subdivision hereby authorize the Developer, or its respective servants or agents, until approval of lot grading and drainage and tree retention by the Town, to enter upon the property at all reasonable hours, to inspect, repair, complete or rectify construction, grade and undertake modification to the surface drainage or tree retention including installation of catch basins and completion of the final lot grading certificate.

**42. PLEDGE OF TITLE TO LANDS**

- (a) The Developer hereby charges and pledges as security for levy payments and service charges, all his rights, title and interest in the parts of the Lands shown as numbered and/or lettered lots and/or blocks on the plan and agrees that this Agreement may be registered against the lands and it is agreed that such payments and costs shall be a lien against the lands.

**43. SIGNS RESPECTING ASSUMPTION OF ROADS BY MUNICIPALITY**

Signs at least 750 mm by 750 mm shall be provided and erected by the Developer at each entrance to the Subdivision and the signs shall read as follows:

*Roads Not Assumed by Municipality  
Use at Your Own Risk*

These signs shall be installed prior to the commencement of construction of the Works and, subject to Clause 20 hereof, shall be removed after the issuance of the Certificate of Maintenance and Final Acceptance for the above-ground services, or otherwise when the Town assumes the roads.

**44. COVENANTS**

- (a) The Developer hereby covenants and agrees with the Town at his sole cost and expense in the manner and within the time limited by this Agreement to comply in full with all of the terms and conditions set forth in Schedule "J" hereto including any amendments or revisions hereinafter made to the satisfaction of the Town and where applicable, any other governmental agencies.
- (b) The Developer hereby covenants and agrees to execute all deeds, contracts, agreements or assurances, whether under seal or otherwise, as may be necessary or appropriate and reasonably required by the Town in the circumstances in order to give effect to all provisions of this Agreement.
- (c) The Developer covenants and agrees to comply with all relevant building, zoning, sewer use by-laws and other by-laws of the Town including the Building Code of the Province of Ontario in connection with the implementation of all of the provisions of this Agreement including the construction of the Works herein required to be made as well as in connection with the issuance of building permits for lots or building blocks on the plan and further covenants and agrees to pay all requisite fees and costs required by the Town in that regard pursuant to said by-laws and the Building Code.
- (d) The Developer covenants and agrees to provide all reasonable assistance including documents, information, data and other information necessary to enable the Town to apply on behalf of the Developer to the Ontario Municipal Board, the Minister, or any other relevant government authority or official in order to obtain all necessary amendments to the Official Plan and/or Zoning By-law in force with respect to the Lands necessary to implement the provisions of this Agreement. While it is recognized by the Developer that the Town will take all reasonable steps as are necessary to make all applications to the aforementioned authorities as are necessary to implement the provisions of this Agreement, the Developer recognizes that this does not bind the Town to obtain such approvals where required.
- (e) The Developer covenants and agrees not to call into questions, directly or indirectly, or to oppose any proceedings whatsoever whether in law or in equity or before any administrative tribunal, governmental authority or board or court, the right of the Town to enter into this Agreement and to enforce or rely on or perform each and every term, covenant, proviso, agreement and condition contained herein, and the Developer further covenants and agrees that the provisions of this Clause may be pleaded by the Town as an estoppel against the Developer or his successors and assigns in any such proceedings.

**45. CERTIFICATE OF GOOD STANDING**

The Developer shall furnish to the Town a Certificate of Good Standing with the



Workplace Safety and Insurance Board before commencement of work.

**46. LEGAL NOTICE TO THE DEVELOPER, THE TOWN**

- (a) Any notice required to be given to the Developer hereunder may be given by fax, personal service delivered directly to the developer or the developer's engineer or by registered mail addressed to the Developer at his principal place of business, or according to the address of the Developer as shown in the last revised assessment roll in the possession of the Town Clerk, and shall be effective as of the 5<sup>th</sup> day after the date the notice has been deposited in the Post Office.
- (b) Any notice required to be given to the Town hereunder shall be given to the Town by registered mail to:
  - Town of Saugeen Shores
  - 600 Tomlinson Drive, P.O. Box 820
  - Port Elgin, Ontario N0H 2C0
  - ATTN: Clerk

**47. TREE PRESERVATION AND PLANTING**

- (a) Prior to, and during construction, trees shall be removed so that the specifications for sight distances, grading etc., may be met unless otherwise outlined in the Lot Grading and Tree Retention Plan. All stumps, logs, brush, boulders, debris, etc., shall be removed from the entire street allowance and deposited off the site of the subdivision to a disposal area approved by the Town and MOE.
- (b) Unless noted otherwise, all healthy trees beyond the limits of the services and not obstructing the visibility or installation of services shall be preserved. The Town may give special permission to leave trees on the street allowance.
- (c) The Developer, or his assign, must plant a native tree in the front yard of each lot, after installation of a driveway and after construction of a dwelling.
- (d) The Developer must submit a list of native trees for planting which must be approved by the Town prior to any plantings.
- (e) The list of native trees must contain information regarding the species, minimum height, minimum diameter at 1 metre above ground.

**48. AUTHORITY OF THE PROVINCE OF ONTARIO**

Notwithstanding anything herein before set out, it is mutually understood and agreed to by the Developer with the Town that this Agreement and all the terms and conditions thereof, insofar as any contractual or any other liability on the part of the said Town as herein set forth shall be conditional upon the Town being legally permitted to enter into the arrangements financially or otherwise as herein set out and, if at any time during the currency of this project it is found by any Court of competent jurisdiction or the Ontario Municipal Board or the Ministry of Municipal Affairs or any other government department or agency, that this Agreement and any or all of its terms are void insofar as the Town is empowered to enter into this Agreement, then no obligation, liability or duty or any nature or kind whatsoever whether in law or in equity, shall be imposed upon the said Town to carry out any of the provisions of this Agreement.

**49. VOIDING OF THIS AGREEMENT**

- (a) In the event that the plan is not registered within ninety (90) days from the date of the signing of this Agreement, the Town, at its sole option, may declare:

- (i) this Agreement to be null and void, and
- (ii) the conditions of draft approval of the plan not to be satisfied.

**50. REGISTRATION OF THIS AGREEMENT**

- (f) The Developer consents to the registration of this Agreement by the Town upon the title to the Lands.
- (b) The Developer is obligated to obtain a postponement agreement from the existing mortgagee(s) which allows the registration of this agreement to be in first priority.
- (c) The Developer hereby agrees that upon registration of the plan, notice of registration of the plan shall be given by him to the Clerk of the Town within twenty-four (24) hours of such registration, and that until the Town has registered this Agreement upon the title to the Lands, no lots or blocks in the plan shall be conveyed until this Agreement has been registered upon the title to the lands.

**51. GENERAL**

- (a) Throughout this Agreement, wherever any provision is made for the Town to secure monies established in paragraph 7 hereof in the event of default by the Developer it is agreed and understood that, in addition to any and all other remedies it may have, the Town may refuse to issue any building permits or renew any permits which have been granted either to the Developer or to any other person until a new and further Financial Agreement has been provided by the Developer in accordance with the amounts required by paragraph 7 hereof.

It is further agreed and understood that in the event of default by the Developer of any of its obligations under this Agreement, the Town may, in addition to any and all other rights and remedies it may have, issue a stop work order pursuant to the Building Code until the default is rectified. The Developer does, by execution of this Agreement, agree that it will not contest the Town's right to issue such a stop work order in any proceedings before any Court or Tribunal to enforce the said order. It is further agreed and understood that in the event that the Town at its option charges the letter of credit provided for in paragraph 7 hereof, and the proceeds are not sufficient to cover the cost of repairs, maintenance, completing of the works or otherwise remedying the developer's default, the developer's liability shall not be limited to the amount of the letter of credit, so cashed. In the event of a deficiency, the Developer shall be liable for the full amount of the deficiency and shall pay such amount within thirty (30) days after receipt of notice of demand made by the Town. Failure to pay the said deficiency within thirty (30) days shall constitute continuing of further default and shall permit the Town to exercise any rights and remedies available under this Agreement and the provisions of this paragraph to remedy the default or prevent further work from continuing in accordance with the plan or construction or development of the plan until the Developer's default shall have been rectified.

- (b) It is declared and agreed that this Agreement and the covenants, provisos, and conditions, and Schedules herein contained shall ensure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
- (c) It is declared, agreed, and understood that Schedule "A" through "L" inclusive, annexed hereto, form part of this Agreement. The Parties acknowledge and agree that Schedule "J", List and Timing of Works to be Constructed has been agreed to as to form and content but that the scheduling provisions thereof remain to be negotiated between the Developer and the Town. The parties agree that the scheduling of works is to be agreed upon and the declaration signed by the Developer prior to

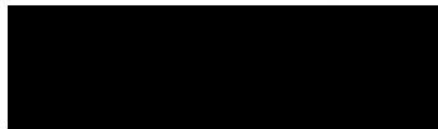
starting construction of the works and prior to the issuance of any building permits. The declaration, once executed by the Developer and agreed to by the Town, the parties agree that it forms part of the agreement and the parties agree to be bound by it.

**52. FINALIZATION OF THIS AGREEMENT**

- (a) The Developer and Mortgagee(s), if any, hereby authorize the Town to add to Schedule "A" to this Agreement and to all deeds, easements, and other documents delivered by the Developer to the Town to fulfil the terms of this Agreement, the number of the Plan once registered.

IN WITNESS WHEREOF each of the parties hereto have hereunto affixed their hands and seals attested to by the hands of their proper officer duly authorized in that behalf.

**SNYDER DEVELOPMENT CORPORATION INC.**



\_\_\_\_\_  
Bryan Snyder, President

I have authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**

\_\_\_\_\_  
Luke Charbonneau, Mayor

\_\_\_\_\_  
Dawn Mittleholtz, Clerk

We have the authority to bind the Corporation.

**SCHEDULE "A"**

**DESCRIPTION OF LANDS BEING SUBDIVIDED**

The subject lands are described as:

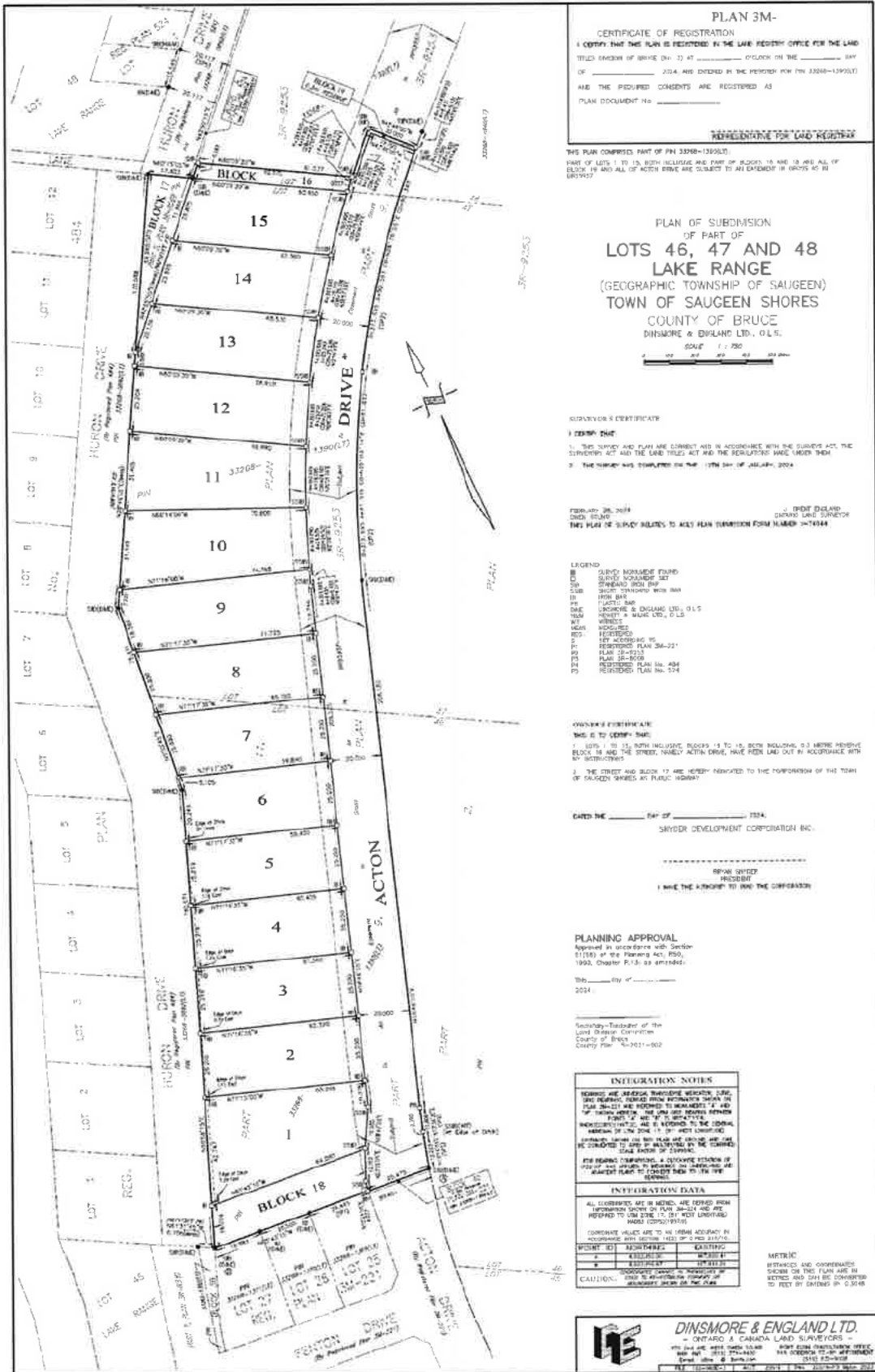
Part of Lots 46, 47 and 48, Lake Range (Geographic Township of Saugeen)  
Town of Saugeen Shores, County of Bruce

Lots 1 to 15, Both Inclusive, Blocks 16 to 18, Both Inclusive, 0.3 Metre Reserve Block  
19 and Acton Drive on Plan 3M-\_\_\_\_\_

# SCHEDULE "B"

## PLAN OF SUBDIVISION (reduced scale)

Draft M-Plan prepared by J. Brent England, Ontario Land Surveyor Dinsmore & England Ltd., dated February 28, 2024 (Surveyor's Certificate), a larger copy of which is available for viewing at the Town of Saugeen Shores' Municipal Office located at 600 Tomlinson Drive, Port Elgin.



**SCHEDULE "C"**

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION**

The Conditions of this Draft Plan of Subdivision, File S-2021-002, originally approved by the County of Bruce on September 21, 2021 and revised July 15, 2024, which is on file in the Clerk's Office of the Town of Saugeen Shores.

**SCHEDULE "D"**

**TAXES IN ARREARS, LOCAL IMPROVEMENT CHARGES,  
LOT LEVIES AND OTHER CHARGES**

1. There is no money owing in regard to this property for Taxes or Local Improvement Charges.
2. Development Charges will be payable at the time building permits are applied for each lot or block on the plan.

**SCHEDULE "E"**

**PARKLAND DEDICATION OR CASH-IN-LIEU OF PARKLAND DEDICATION**

There is no parkland for this phase, or future phases, of the Woodlands Subdivision (S-2021-002).



**SCHEDULE "F"**

**ENGINEERING STANDARDS FOR SUBDIVISIONS**  
**TOWN OF SAUGEEN SHORES**

All works are to be in accordance with the Saugeen Shores Subdivision and Site Plan Development Guide, Version 1.1 – January 2023, a copy of which is available from the Clerk's Office at the Town of Saugeen Shores' Municipal Office at 600 Tomlinson Drive, Port Elgin.

**SCHEDULE "G"**  
**ITEMIZED ESTIMATE OF COST OF CONSTRUCTION OF EACH PART OF THE WORKS**

00239	January 9, 2024	
<b>WOODLANDS SUBDIVISION PHASE 3</b> <b>Remaining Work and Deficiencies</b> <b>January 8, 2024</b>		
As of January 8, 2024, the remaining work to be completed in the Woodlands Subdivision Phase 3 includes the following:		
Item	Description	Estimated Value
1.1	HL3 Asphalt - Surface Lift	\$52,650.00
1.2	Supply and Install 3.0m Asphalt Trail	\$31,470.00
1.3	Boulevard Restoration	\$43,350.00
	<b>Sub-Total</b>	<b>\$127,470.00</b>
	13% HST	\$16,571.10
	<b>Total Value of Remaining Work</b>	<b>\$144,041.10</b>

00239

January 9, 2024

**WOODLANDS SUBDIVISION PHASE 3  
Discharge of Securities  
Amount of Securities to be Retained by Town of Saugeen Shores**

Estimated Value of Remaining Work / Deficiencies		\$144,041.10
Inflationary Factor Value		\$0.00
Inflation already included in prices or prices are already fixed prices in contract with Doug Welsh Construction Ltd.		
Maintenance Holdback		\$173,310.25
• Woodlands Subdivision Phase 3	\$1,733,102.50	
Total Securities		
10% Maintenance Holdback	\$173,310.25	
<b>Total Securities to be Retained by the Town of Saugeen Shores</b>		<b>\$317,351.35</b>

**SCHEDULE "H"**  
**SAMPLE LETTER OF CREDIT**

Place & Date of Issue:

**LETTER OF CREDIT NO.:**

**APPLICANT REFERENCE NO.:**

**APPLICANT:** *(Name and Address of Applicant)*

**BENEFICIARY:** The Corporation of the Town of Saugeen Shores  
600 Tomlinson Drive, P.O. Box 620  
Port Elgin, Ontario N0H 2C0

**AMOUNT:** CAD(00000.00)  
(Zero Thousand and 00/100 Canadian Dollars)

**DATE OF EXPIRY:**

We hereby authorize you to draw on *(Name of Financial Institution)*, *(City)*, Ontario for account of the above-mentioned applicant up to the above aggregate amount available by draft(s) at sight as follows:

Pursuant to the request of the applicant we, *(Name of Financial Institution)*, hereby establish and give to you an irrevocable Standby Letter of Credit in your favour in the above-mentioned total 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 a right as between yourselves and the said applicant to make such demand and without recognizing any claim of the said applicant.

Provided, however, that you are to deliver to *(Name of Financial Institution)*, *(City)*, Ontario at such time as written demand for payment is made upon us, the original Standby Letter of Credit for our endorsement of any payment thereon and a certificate signed by your agreeing and/or confirming that monies drawn pursuant to this Standby Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred by you in connection with Part (#), of Registered Plan (3R- ), Application No. ( ), Re: *(Name of Development)*.

The amount of this Standby Letter of Credit may only be reduced by drawings endorsed hereon or as advised by notice in writing given to us by you.

This Standby Letter of Credit will expire at our counters at *(Name of Financial Institution)*, *(City)*, Ontario on the above-mentioned expiry date.

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended, without amendment, for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing by registered mail that we elect not to consider this Standby Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your sight draft(s) accompanied by your written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the above; further, that you will release any amount(s) not required by you to the applicant.

Partial drawings are permitted.

The drafts drawn under this Standby Letter of Credit are to state on their face that they are drawn under *(Name of Financial Institution)*, *(City)*, Ontario, Standby Letter of Credit mentioning its number and date.

We hereby agree that drafts drawn under this Standby Letter of Credit will be duly honoured upon presentation provided that all terms and conditions of the Standby Letter of Credit have been complied with.

This Standby Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce, Publication No. 400" and engages us in accordance with the terms thereof.

*(Name of Financial Institution)*

\_\_\_\_\_  
COUNTER SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## SCHEDULE "I"

### LISTING OF APPROVED ENGINEERING DRAWINGS

<b>Drawing</b>	<b>Rev. #</b>	<b>Rev. Date</b>	<b>Title</b>
C1	4	July 13, 2022	General Servicing Plan
C2	4	July 13, 2022	Fenton Drive
C3	4	July 13, 2022	Block 17
C4	4	July 13, 2022	Acton Drive STA 5+400 to STA 5+720
C5	4	July 13, 2022	Acton Drive STA 5+720 to STA 5+900
C6	4	July 13, 2022	Lot Grading Plan
C7	4	July 13, 2022	Signage and Erosion and Sedimentation Control Plan
C8	4	July 13, 2022	Engineering Standards, Miscellaneous Details & Typical Cross-Sections
C9	4	July 13, 2022	Miscellaneous Details 1
C10	4	July 13, 2022	Miscellaneous Details 2

**SCHEDULE "J"**

**LIST OF TIMING OF WORKS TO BE CONSTRUCTED**

<b>Woodlands Phase 3 Proposed Schedule</b>	
Completion of underground servicing	December 1, 2023
Granular 'B', sub-base, Granular 'A' base, first lift of asphalt, and curb and gutter,	July 1, 2024
Completion of electrical distribution, streetlighting and utilities.	June 30, 2024
Surface lift of asphalt	Prior to final acceptance

**SCHEDULE "K"**

**EASEMENTS, BLOCKS, WALKWAYS & 0.3 METRE RESERVES  
TO BE GRANTED TO THE TOWN**

**OPEN SPACE**

None

**WALKWAY AND/OR WALKWAY/UTILITY CORRIDOR**

Block 16

Block 18 – shall be subject to Condition 6.b. in Schedule "C" and Clause 4 of Special Conditions in Schedule "M"

**0.3 METRE RESERVES**

Block 19

**ROAD ALLOWANCE**

Acton Drive as shown on Registered Plan

**OTHER LANDS TO BE CONVEYED TO THE TOWN**

Block 17 for road widening purposes

**EASEMENTS TO BE RELEASED**

Partial Release of Easement BR55957 from Lots 1 to 15, Both Inclusive, and Part of Blocks 16 and 18, Block 19 and Acton Drive

## **SCHEDULE "L"**

### **LOTS/BLOCKS WITH SPECIAL PROVISIONS**

1. The Developer agrees to provide warning clauses for all lots inclusive which requires that all purchasers be advised in the following manner:

- i Stormwater Management Facilities

Purchasers are advised that facilities for the management of stormwater runoff on the lot is subject to an approved Stormwater Management Plan. No Owner of any lot shall alter, interfere with or remove any of the Stormwater Management Facilities located within the lot except in accordance with the approved Stormwater Management Plan. Changes or alterations to the approved Stormwater Management Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.

- ii Lot Grading

Purchasers are advised that the grading of the lot is subject to an approved Lot Grading Plan. No Owner of any lot shall alter the grade or place or remove any fill material within any yard except in accordance with the approved Lot Grading Plan. Changes or alterations to the approved Lot Grading Plan shall require the prior approval of the Town of Saugeen Shores and Saugeen Valley Conservation Authority.

- iii Tree Retention

Purchasers are advised that the existing vegetation on the lot may only be removed in accordance with an approved Tree Retention Plan. Changes or alterations to the approved Tree Retention Plan shall require the prior approval of the Town of Saugeen Shores.



**SCHEDULE "M"**  
**SPECIAL PROVISIONS TO AGREEMENT**

1. Notwithstanding clause 1(c) of the agreement, the Developer may, subject to written authorization from the Town, at his own risk, start construction prior to registration of the plan provided the Town has been satisfied that:
  - a. Securities for the work have been received with a value equal to 20% of any uncompleted works internal to the subdivision plus 100% of the cost to complete any works external to the subdivision;
  - b. Liability insurance has been received;
  - c. Town, Ministry of Environment and Saugeen Valley Conservation Authority approvals of the design drawings have been received;
  - d. The draft of the registered plan has been approved by the Town;
  - e. The subdivision agreement has been signed; and
  - f. The Contractor has been provided with a set of the approved drawings.

If the Developer receives authority to proceed under Clause 10 of the agreement, it acknowledges and agrees that such servicing work is done at its sole risk and the Developer agrees to indemnify and save harmless the Town with respect to any claim, demand, action, cost, suit or loss by anyone whomsoever which may occur as a result of the registration of a plan of subdivision other than that approved in clause c) or as a result of the installation of services prior to the registration of the subdivision plan.

2. Notwithstanding Clause 1(e) of this Agreement, the Town agrees that the Developer may obtain building permits for ten (10) model home units on the lands subject to this phase/stage of the Plan of subdivision provided that:
  - a. the model home units are for the purpose of sale and display only
  - b. the model home units shall not be used as a sales office until water and sanitary services are available and connected to the model homes and the Town has approved the water and sanitary works and in no case shall a model home be used as a sales office on a date later than August 31, 2031.
  - c. the model home units shall only be constructed after obtaining the appropriate building permits and shall only be constructed by the Developer, unless explicitly permitted otherwise in writing by the Town
  - d. For the purposes of establishing the location of the lots lines, the model home units shall be built within the block defined by the approved engineering drawings and the draft approved plan of subdivision, as if this block were defined by a registered plan of subdivision.
  - e. The Owner shall pay the building permit fee, site plan fee and development charges prior to the issuance of each building permit.
  - f. Prior to the issuance of any building permit for a model home unit the developer shall submit all required plans and drawings
  - g. Prior to the use or occupancy of the model home units, all services shall be installed and operational, including water, sanitary and hydro.
  - h. Prior to the issuance of any building permit for the model home units, the Developer shall provide a Letter of Credit, or other suitable securities, to the Town in the amount of \$10,000 per model home unit. Such securities shall be released only when the model home is not used as a sales office, when the model home is to be occupied as a dwelling, or upon availability of Building Permits for dwelling units.
  - i. If this Agreement or Plan of Subdivision is not registered within 12 months of the execution of the Agreement or the model home unit is abandoned or the Developer is in contravention of this Agreement, the Town shall have the right to require the Developer to remove or modify the model home unit within 30 days from the date of mailing by registered mail of written notice to that effect given by the Town, failing which the Town shall be entitled to enter upon the lands and remove or modify the model home unit and restore the land to a safe, level condition at the expense of the Developer and the Town shall not be liable for any damages arising therefrom.
3. The developer agrees to use its reasonable best efforts to facilitate the construction of at least five (5) Additional Residential Units which conform with the Town's Zoning By-law on lots/blocks within this phase. The developer shall advise the Chief Building Official which lots will contain secondary dwelling units at the time building permits are

drawn on the subject lots. Alternatively, if the Owner does not wish or cannot construct at least five (5) Additional Residential Units within this phase, the Additional Residential Units can be constructed in future phases, or a cash contribution shall be provided to the Town pursuant to an agreement to be entered into prior to issuance of a Certificate of Maintenance and Final Inspection.

4. The timing stipulated in clause 1(c) of this agreement shall not apply with respect to the conveyance of Block 18 as provided in Schedule "M". The following provisions shall apply to Block 18:
  - a. To satisfy Condition 6.b. in Schedule "C", the Developer shall pursue a part lot control exemption from the Town and the County of Bruce in order to facilitate the transfer of a portion of Block 18 to the owners of Lots 25, 26 and 27 on 3M-221 and the remaining portion to the Town. The following steps shall apply, subject to any modifications by the Town at its sole discretion, acting reasonable:
    1. Upon deposit of the Plan in the Bruce County Land Registry Office and execution of this agreement, the Developer (the "Applicant") shall file a request for Exemption from Part Lot Control with the Town of Saugeen Shores (the "Application") and shall include with its Application a draft reference plan ("Reference Plan") related to Block 18 which identifies four separate parts, three parts (Parts 1, 2, and 3) which shall be conveyed to the respective abutting landowners (the owners of Lots 25, 26 and 27 on 3M-221) and the remaining part (Part 4) to be conveyed to the Town of Saugeen Shores for the purposes of an utility/walkway corridor as per Schedule "M". The Town shall have final approval of the size of each of the parts to be identified on the reference plan referred to herein.
    2. With the submission of the Application, the Applicant shall pay to the Town a \$1000 deposit for associated legal fees and a fee of \$949.56 ( $\$316.52 \times 3$ ) as per the Town's Fees and Charges By-law.
    3. Once the Application is deemed complete by the Town, the Application will be circulated in the normal course for review and comments (department/agency clearances, as applicable) and will be processed as normal.
    4. Once approved by the Town, the Developer shall arrange for the reference plan referred to herein to be deposited and a copy once deposited shall be submitted to the Town to be attached as a Schedule to the Town's Part Lot Control Exemption By-law ("Town By-law").
    5. A draft form of the Town By-law, including as Schedule A a copy of the deposited reference plan, will be presented to Town Council for approval. Please note that the Town By-law will not come into force and effect until approved by the County of Bruce and will include an automatic 1-year lapsing/repeal date.
    6. Once the Town has passed the Town By-law, it will be sent to the County of Bruce for review and approval. The Town By-law is to be accompanied by a County of Bruce Application Form to be completed by the Developer for Part Lot Control Exemption as well as all supporting documentation, as requested by the Town and the County of Bruce, and the applicable prescribed County of Bruce fee for approval.
    7. Once the Town By-law is approved by the County of Bruce, it will be returned to the Town and the Clerk and/or Municipal Solicitor will arrange for the approved Town By-law to be registered on title to Block 18. Any costs associated with the registration of the Town By-law will be the responsibility of the Developer/Applicant. Once registered, the Town will send confirmation to the Developer/Applicant and the County of Bruce.

8. Once the Town By-law is registered, the Reference Plan becomes effective, and the Developer shall transfer Parts 1, 2 and 3 to the abutting property owners.
9. Between the date of registration of the Town By-law and the date of the Town By-law's repeal or lapse date, the Applicant must:
  - a) prepare and register the deeds to the new parcels using the reference plan description, if not already registered.
  - b) Transfer the new parcels to the abutting landowners.
  - c) Ensure that ownership of each new parcel is in the name of the abutting landowners so that there will be a merger on title after the Town By-law is repealed or lapses. Should the lots not merge with the abutting lands for whatever reason, a by-law will be requested from the Town, on consent of each abutting landowner (said consent to be obtained in writing by the Developer/Applicant and provided to the Town at the time of the request) to pass a bylaw deeming the abutting lots (Lots 25, 26 and 27 on 3M-221) not to be lots on a registered plan of subdivision. Any costs the Town incurs associated with passing the bylaw referred to herein shall be paid for by the Developer/Applicant.
  - d) Once the transfers to the abutting landowners have occurred, Transfer the remainder of Block 18 (Part 4 on the Reference Plan) to the Town free and clear of all encumbrances.
- b. If the Developer is unable to negotiate in good faith the conveyance of Parts 1, 2 and 3 on the Reference Plan to each respective abutting landowner located to the south of Block 18 (as per Condition 6.b. of Schedule "C") then the Developer shall transfer all of the said Block 18 to the Town. At the time of transfer to the Town, Block 18 or any part thereof, shall be vacant and free and clear of any and all encumbrances and encroachments of any kind, unless agreed to otherwise by the Town at its sole discretion.
- c. The transfer(s) contemplated regarding Block 18 shall be completed prior to the Town issuing a Certificate of Maintenance and Final Acceptance for this Phase 3 and shall be a precondition to the Developer proceeding with any future phases of the Woodland Subdivision.