

Properties

PIN

58735 - 0327 LT

☒ Affects Part of Prop

Description

LOTS 1 TO 25 (BOTH INCLUSIVE), RESERVE BLOCK 28 AND BLOCKS 26, 27 AND 29 INCLUSIVE PLAN 51M-1272; S/T EASEMENT OVER PARTS 2 AND 3 PLAN 51R-37129 AS IN R0738029; S/T EASEMENT OVER PART 3 PLAN 51R-37129 AND PART 2 PLAN 51R-36598 AS IN RO660742; BARRIE

Address

BARRIE

Applicant(s)

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

Name

THE CORPORATION OF THE CITY OF BARRIE

Address for Service

Legal Services - 9th Floor
70 Collier Street
P.O. Box 400
Barrie, ON L4M 4T5

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Chris Packham, Legal Counsel.

Party To(s)	Capacity	Share
<div>Name</div> <div>2740271 ONTARIO INC.</div>		
<div>Address for Service</div> <div>401 Vaughan Valley Blvd. Woodbridge, Ontario L4H 3B5</div>		

Statements

The land registrar is authorized to delete the notice on the consent of the following party(ies) THE CORPORATION OF THE CITY OF BARRIE

This document is being registered pursuant to Inhibiting Order SC2102420 registered on 2024/12/12

Schedule: See Schedules

Signed By

Christopher Randall Packham

70 Collier Street PO Box 400
Barrie
L4M 4T5

acting for
Applicant(s)

Signed

2024 12 20

Tel

705-739-4220

Fax

705-739-4278

I have the authority to sign and register the document on behalf of the Applicant(s).

Marvin Sidney Norman Geist

802-3300 Highway 7
Vaughan
L4K 4M3

acting for
Party To(s)

Signed

2024 12 20

Tel

905-660-6875

Fax

905-660-6966

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

MARVIN GEIST PROFESSIONAL CORPORATION

802-3300 Highway 7
Vaughan
L4K 4M3

2024 12 20

Tel

905-660-6875

Fax

905-660-6966

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

File Number

Applicant Client File Number :

D30-014-2021

THE CORPORATION OF THE CITY OF BARRIE
SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate on this 24th day of Oct, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE
 (the "Municipality")

AND

2740271 ONTARIO INC.
 (the "Owner")

WHEREAS:

- A) The Owner is the registered owner of lands (the "Lands") described in Schedule "B";
- B) The Owner has applied to the Municipality for approval of the Plan of Subdivision relating to the Lands and for the purpose of registering the Plan;
- C) The Municipality has given approval to the subdivision on the condition that the Owner enter into this Agreement and perform such requirements, construct and install such services, and provide such financial undertakings and transfers of lands to the Municipality and others as may be required;
- D) The parties also desire to enter into additional agreements to give effect to approval requirements of the Municipality which may extend beyond the requirements of a subdivision agreement and have agreed to include such requirements in this Agreement;
- E) Subsection 51(26) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies and provides that the Municipality may enforce the terms and conditions of this Agreement against the Owner and any subsequent owners of the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE Municipality's approval of the Plan of Subdivision, the covenants expressed and other good and valuable consideration, the parties covenant and agree one with the other as follows:

PART I

BASIS OF AGREEMENT

1. SUBJECT LANDS

This Agreement applies to the Owner's Lands, which lands are described in Schedule "B". The registered ownership of the Owner's Lands is confirmed by the Owner's solicitors in the Certificate attached as Schedule "B".

2. SCOPE OF AGREEMENT

This Agreement shall define the obligations and duties of the Owner with respect to the subdivision of the Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of certain Works stipulated in this Agreement, and payments required to be made to the Municipality and to such other persons or entities, and such other matters as may be more specifically set out, and shall define the responsibilities of the Owner related to the Acceptance and Assumption of the Plan of Subdivision or any parts thereof.

3. SCHEDULES

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

SCHEDULE "A"	THE DEFINITIONS: being a schedule of definitions for the purposes of administration of this Agreement.
SCHEDULE "B"	THE LANDS AND OWNERSHIP THEREOF: being a description of the lands affected by this Agreement and a solicitor's certificate of ownership.
SCHEDULE "C"	THE APPROVED PLANS, DRAWINGS AND REPORTS: being a schedule listing copies of the Approved Plans, drawings and reports referred to in Part II of this Agreement and filed at the offices of the Municipality.
SCHEDULE "D"	THE WORKS TO BE CONSTRUCTED: being a schedule listing the Works to be constructed and maintained by the Owner pursuant to the terms of this Agreement.
SCHEDULE "E"	DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER: being a schedule of certain financial obligations of the Owner.
SCHEDULE "F"	REQUIRED FORM AND AMOUNT OF SECURITIES, FEES AND DEPOSITS: being a schedule of the amount and form of securities to be filed with the Municipality by the Owner prior to execution of this Agreement.
SCHEDULE "G"	ADMINISTRATION OF SECURITIES: being a schedule for governing the release/reduction of Letters of Credit, or other securities, by the Municipality to the Owner.
SCHEDULE "H"	OWNER'S COST OBLIGATIONS: being a schedule governing the Owner's cost obligations and financial conditions with regard to its performance and maintenance of works and obligations under this Agreement.
SCHEDULE "I"	OWNER'S INDEMNIFICATION OF THE MUNICIPALITY: being a schedule governing the Owner's agreement to indemnify and save harmless the Municipality from all forms of claims and liabilities.
SCHEDULE "J"	CONDITIONS FOR THE ISSUANCE OF BUILDING PERMITS AND OCCUPANCY AND USE: being a schedule which sets out the requirements of the Municipality which the Owner must meet for issuance of building permits and for occupancy and use of the development approved by this Agreement.
SCHEDULE "K"	GENERAL CONDITIONS OF APPROVAL: being a schedule which outlines the general conditions to which the Owner agrees in executing this Agreement, and will carry out or comply with to the Municipality's satisfaction.
SCHEDULE "L"	SPECIAL CONDITIONS OF APPROVAL: being a schedule which outlines requirements in relation to specific works and special terms and conditions to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality's satisfaction.
SCHEDULE "M"	WORK SCHEDULE: being a schedule which outlines requirements in relation to the timing of construction of Works and any associated terms and conditions to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality's satisfaction.
SCHEDULE "N"	CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE AND ASSUMPTION OF WORKS: being a schedule which outlines requirements in relation to conditions and requirements for Acceptance of Works to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality's satisfaction.

SCHEDULE “O”	INSURANCE REQUIREMENTS: being a schedule of the Insurance requirements with which the Owner must comply with to the Municipality’s satisfaction.
SCHEDULE “P”	LANDS TO BE CONVEYED BY THE OWNER: being a list of lands to be conveyed, dedicated or transferred to the Municipality.
SCHEDULE “Q”	RESTRICTIVE COVENANTS: being a schedule which outlines the restrictive covenants to which the Owner agrees in executing this Agreement and which will run with the lands.
SCHEDULE “R”	NOTICES AND WARNING CLAUSES: being a schedule which outlines the notices and warning clauses of which the Owner agrees to advise future purchasers as set out and required by this Agreement.
SCHEDULE “S”	DEVELOPMENT CHARGES AND SERVICE CONNECTION FEES: being a list of the applicable development charges and conditions as well as local service connection fees and charges.
SCHEDULE “T”	ONTARIO LAND SURVEYOR’S CERTIFICATE: being a certificate from an Ontario Land Surveyor verifying the conformity of all lots and blocks in the Plan including areas and frontages of all lots and blocks within the Plan.
SCHEDULE “U”	REASONABLE EFFORTS: being a schedule which outlines the Municipality’s agreement with the Owner to undertake reasonable cost recovery efforts to compensate the Owner for Works undertaken which may have an ancillary benefit to the Municipality or other land owners as determined by the Municipality, in its sole and unfettered discretion.
SCHEDULE “V”	CONDITIONS OF DRAFT APPROVAL: being a schedule which outlines the conditions of draft approval and any amendments approved by the Municipality or the Ontario Land Tribunal.
SCHEDULE “W”	ENGINEERING CONDITIONS: being a schedule which outlines the conditions of design, construction, installation of all Works as approved by the Municipality and as set out and required by this Agreement.
SCHEDULE “X”	QUALITY AND QUANTITY PERFORMANCE MONITORING: being a schedule which outlines the Quality Performance Monitoring and Sediment Removal and Quantity Performance Monitoring and any associated terms and conditions to which the Owner agrees in executing this Agreement and will carry out or comply with to the Municipality’s satisfaction.

The schedules listed above and which are attached to this Agreement, are incorporated into this Agreement by reference and are deemed to be an integral part hereof.

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PART II

APPROVED WORKS

4. CONSTRUCTION OF WORKS

Following registration of this Agreement, the Owner shall construct, install or otherwise provide the Works required by this Agreement, including those identified in Schedules "C" and "D", on all Highways and on all lots, blocks and other lands laid out in or related to the Plan and on Highways and lands adjacent or related to the Lands. The Works may include internal and external Works.

5. APPROVED PLANS

The Owner agrees to construct the Works as shown on a set of plans and drawings, as listed in Schedule "C", inclusive, and any subsequent drawings as specified or authorized by the Municipality. The preparation of the drawings and construction will be completed in accordance with the Municipality's design criteria, design standards, specifications, and procedures.

The Owner's Engineer is to provide the Municipality with drawings, operations and maintenance manuals, and a list of the numbers, lengths, sizes, materials, specifications etc. of all municipal infrastructure, including, but not limited to, storm and sanitary sewers, stormwater management facilities, watermain, roads, sidewalks and any other underground or aboveground appurtenances for approval of the prepared drawings by the Municipality.

The Owner's Landscape Architect is to provide the Municipality with drawings and specifications of all municipal infrastructures, including, but not limited to, tree preservation plans, fencing plans, boulevard streetscapes, reverse lot frontage plans, stormwater pond planting, restoration plans, landscape plans and any other Landscape related elements for approval of the prepared drawings by the Municipality.

All design drawings shall be scaled in accordance with the Municipality's specifications.

6. APPROVED WORKS

The Owner acknowledges that the Municipality's review and approval of the submitted plans and drawings is on the basis of a proposal for the construction of an industrial subdivision.

The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the plans or drawings approved for construction by the Municipality without its prior written approval which approval may be reasonably withheld.

Works within the Plan may be installed prior to the registration of this Agreement provided the Owner enters into a Pre-Servicing Agreement with the Municipality, a pre-construction meeting is held between the Owner and the Municipality, and appropriate financial securities including fees, insurance and a letter of indemnity are posted with and to the satisfaction of the Municipality.

No construction shall take place contrary to such plans and drawings, without the prior approval of the Municipality, except such changes as may be required by the Municipality in order that said plans and drawings shall comply with all relevant provisions of the building code or zoning by-law or other by-law or laws of the Municipality, and all regulations or laws of any other governmental body. Where an alteration to the Works is proposed, a written submission to the Municipality must be made and such change must be approved in writing by the Municipality. Such approval may incorporate additional conditions or requirements. The request and approval shall be appended to this Agreement and shall form part of this Agreement, upon approval by the Municipality, without the necessity of a further amendment to this Agreement.

The Municipality, in its sole and unfettered discretion, may alter required Works or specifications at any time prior to the construction or installation of the Works in accordance with updates to its design criteria, design standards, specifications and procedures or in response to site conditions and any difficulties or problems encountered during construction of the development. Any such variation shall be provided to the Owner's Engineer or Landscape Architect in writing and shall be appended to an executed copy of this Agreement in the Municipal offices, without necessitating an amendment to the registered Agreement. Such changes shall be required to be incorporated in the as-built drawings to be prepared by the Owner's Engineers or Landscape Architect pursuant to the requirements of this Agreement.

7. MUNICIPAL WORKS VEST IN THE MUNICIPALITY

The Owner agrees that all Municipal Works, notwithstanding the earlier conveyance of lands or interests in lands related to the Works or Park Works, shall vest in the Municipality following construction and Assumption by the Municipality by by-law. The Owner shall have no claims or rights other than those accruing to it as an Owner of land abutting Highways upon which services have been installed.

8. CONFORMITY WITH AGREEMENT AND OTHER APPROVALS

The Owner agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms and conditions of this Agreement, the Plan of Subdivision, the Approved Plan and all other plans

and specifications submitted to and accepted by the Municipality, and by such other agencies or approval authorities as may be applicable.

The Owner shall, prior to commencing any work on the Lands with respect to the proposed development, obtain all necessary permits and approvals from the Municipality and from all Federal and Provincial departments and Ministries, utilities and other agencies and shall provide the Municipality with a copy of the permits and approvals other than those issued by the Municipality.

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PART III

GENERAL TERMS AND CONDITIONS

9. REGISTRATION OF PLAN

The Owner agrees that the Municipality shall provide its approval for the registration of the Plan by the Owner as soon as possible upon Final Approval by the Municipality.

10. REGISTRATION OF AGREEMENT

The parties hereby covenant and agree that this Agreement will be registered by the Municipality upon title to the Lands. The Owner further agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement, including, but not limited to, any amendment.

The Owner agrees that it is bound to this Agreement upon executing this Agreement regardless of when or if it is registered.

This Agreement shall be binding on the Owner and all future Owners and shall run with the Lands.

The parties authorize and direct the Municipality to electronically register this Agreement on title to the subject Lands and the parties shall complete and sign a Notice of Subdivision Agreement to effect registration.

The Municipality is not obliged to release this Agreement in whole or in part from title at any time.

11. INHIBITING ORDER

The Owner and the Municipality hereby consent to the Land Registrar for the Land Titles Division of Simcoe (No. 51) issuing and entering on all of the Lands in the Plan, an Application for Inhibiting Order pursuant to Section 23 of the *Land Titles Act*, R.S.O. 1990, c. L.5, requesting the Land Registrar to inhibit any dealings with the Lands in the Inhibiting Order until all transfers of land, easements, discharges, postponements, or other documents as required by the Inhibiting Order as part of the registration of the Plan, as more particularly set out in Section P.5 and P.6 of Schedule "P" of this Agreement have been successfully registered. The Owner acknowledges and agrees not to register any document after registration of the Plan and this Agreement until such time as the Inhibiting Order, if required by the Municipality, is registered on the Land. The Owner further acknowledges and agrees that the Municipality shall not be obligated to register any documents in compliance with the Inhibiting Order, or to apply to have the Inhibiting Order removed from title, until such time all of the documents set out in the Inhibiting Order as part of the registration of the Plan have been registered. The Owner and the Municipality agree that an Application to Delete Inhibiting Order shall then be registered by the Municipality once all documents set out in the Inhibiting Order have been successfully receipted and approved by the Land Registrar.

12. FIRST PRIORITY, POSTPONEMENT AND SUBORDINATION

This Agreement shall be registered as first priority against title to the Lands by the Owner and shall take priority over any vendor take-back mortgages or subsequent mortgages and registrations or any other encumbrances as may be deemed necessary by the Municipality to give first priority to this Agreement.

13. ASSIGNMENT OR TRANSFER OF MORTGAGEE

If a mortgagee assigns or transfers a mortgage on the lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee has executed this Agreement.

14. SERVICING ALLOCATION

The water and sewer capacity approvals are not guaranteed until this Agreement is registered on title to the Lands and securities and deposits required by this Agreement are received in full. Where development of the subdivision is to be phased, such securities and deposits may also be phased. The water and sewer capacity approvals shall also be phased and servicing for subsequent phases cannot be guaranteed and may not be available. The Municipality shall not be required to provide such services and development of subsequent phases may be delayed until services are available. The Owner may, however, enter into agreement(s) with the Municipality to provide the required Works to provide for the allocation of water and sewer services and release of subsequent phases.

15. CONSOLIDATED AGREEMENT

The Owner acknowledges that this Agreement is a consolidated Agreement incorporating all of the Municipality's requirements which may or may not extend beyond the normal requirements of subdivision approval. It is further agreed that these requirements are incorporated into this Agreement as a consolidated Agreement in accordance with the Municipality's powers and rights under both the *Municipal Act*, and the *Planning Act*.

16. CHANGES

The Owner acknowledges and agrees that there shall be no changes to this Agreement unless and until such changes have been approved in writing by the Municipality.

17. DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development commence within one (1) year unless otherwise changed hereunder.

If the proposed development governed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days' notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for services or works in lieu of payment of any development charges made pursuant to this Agreement.

If the Municipal Works, buildings and other structures are not completed within five (5) years from the date of the signing of this Agreement, the Municipality may, at its option, at any time after five (5) years of the date of execution of this Agreement, declare this Agreement to be in default. Any securities held at the time of default of this Agreement by the Municipality shall be returned to the Owner less the Municipality's expenses for rendering the Lands safe and presentable, together with its overhead expenses, or, at the Municipality's discretion, the Municipality may fully complete the Works required by this Agreement using the securities to recover associated costs, together with overhead, legal or other expenses. Where securities are insufficient to recover costs for such Works, the Municipality may take any measures to recover its costs pursuant to applicable clauses of this Agreement and/or so permitted by law. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for services or works in lieu of payment of any development charges made pursuant to this Agreement.

18. EXTENSION OF TIME

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Municipality, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

19. DEFAULT

If, in the opinion of the Municipality acting reasonably, the Owner:

- a) is not diligently completing the Works within the specified time;
- b) is improperly carrying out the Works required by this Agreement;
- c) has neglected or abandoned the Works before completion;
- d) has unreasonably delayed the installation of Works so that the conditions of this Agreement are violated, or executed carelessly, or in bad faith;
- e) has neglected or refused to renew or again install the Works as may have been rejected by the Municipality as defective or unsuitable; or,
- f) in the opinion of the Municipality, has defaulted in performing the terms of this Agreement,

then, the Municipality shall notify the Owner in writing of such default. If the default is not remedied within seven (7) calendar days of such notification, then the Municipality has the authority to immediately purchase services, materials, tools and machinery, and to employ workers, as in its reasonable opinion are required for the completion of the Works, all at the expense of the Owner. The cost of the work shall be calculated by the Municipality whose decision shall be final. The cost of the work shall include a management fee in accordance with the then current Fees By-law. The Municipality shall be entitled to realize on its security without further notice to the Owner in order to provide funds for payment of any Works undertaken by the Municipality, provided that if the Municipality realizes on its security, it shall not be obligated to complete the Works but may elect to hold such sums as cash reserves pending the completion of the Works by the Owner.

20. NOTICE

- a) If notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered, electronically mailed or sent by facsimile transmission to:

OWNER:

2740271 ONTARIO INC.
401 Vaughan Valley Blvd
Woodbridge ON L4H 3B5

Attn: Richard Faccio
 Tel: 905-264-4892
 Email: richard@rinomatogroup.com

ENGINEERING AND/OR PLANNING CONSULTANT(S):

Planning Consultant

Kyle Galvin
 Innovative Planning Solutions Inc.
 647 Welham Road, Unit 9A
 Barrie, ON
 L4N 0B7
 Tel.: 705 – 812 - 3281 ext. 27
 Email: kgalvin@ipsconsultinginc.com

Engineering Consultant

Gary Pearson Pearson Engineering
 48 Alliance Boulevard, Suite B7
 Barrie, ON
 L4M 5K3
 Tel.: 705-719-4785 ext. 233
 Email: acleaves@pearsoneng.com

LANDSCAPE ARCHITECT(S):

Stybos Barron King Landscape Architecture
 5770 Hurontario Street, Suite 300
 Mississauga, Ontario
 L5R 3G5

Attn: Bryn Barron
 Tel: 416-695-4949
 Fax: 905-712-3101
 Email: bbarron@strybos.com

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

- b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered, electronically mailed or sent by facsimile transmission to:

CITY OF BARRIE
 City Hall - 70 Collier Street
 P.O. Box 400
 Barrie, ON
 L4M 4T5

Attn: City Clerk
 Tel: (705) 739-4220
 Fax: (705) 739-4237
 Email: ServiceBarrie@barrie.ca

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

21. GOVERNING LAW

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

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

In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws,

regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction.

22. ENTRY BY MUNICIPALITY

Notwithstanding any additional authority in law, the Municipality, by its officers, servants, agents and contracts, for the life of this Agreement are entitled to enter on the Lands or any part thereof as well as any buildings or structures erected thereon to inspect the construction, operation and maintenance of the Works, services and facilities on the Lands for the purposes of determining compliance with this Agreement.

23. COMPLIANCE

Any action taken by the Municipality or on its behalf, pursuant to this Agreement, shall be in addition to and without prejudice to any security or other guarantee given on behalf of the Owner for the performance of its Agreements and upon default on the part of the Owner hereunder, the Municipality shall, in addition to any other remedy available to it, be at liberty to use all of the applicable provisions of the *Municipal Act*.

24. NO CHALLENGE TO AGREEMENT

The Owner agrees not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

25. SUCCESSORS & ASSIGNS

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

26. INTERPRETATION OF AGREEMENT

- a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- c) Where this Agreement obligates the Owner to do anything, such obligation is deemed to include the words "at the expense of the Owner" including the payment of any applicable taxes (including HST) and "to the Municipality's reasonable satisfaction in its sole and unfettered discretion", unless specifically stated otherwise.
- d) References to any statute or any provision thereof includes such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute and any reference which may be incomplete or out-dated shall be taken to mean the complete or current version of the applicable statute.
- e) All obligations contained, although not expressed to be covenants, shall be deemed to be covenants.
- f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- g) The Owner and the Municipality agree that all conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining conditions and the remainder of this Agreement shall remain valid and not terminate thereby.
- h) This Agreement contains standard clauses and operational clauses which may or may not apply from time to time or in the context of the development and the intent of this Agreement. All requirements and clauses of this Agreement shall be interpreted as to the intent of this Agreement and the applicability of the requirement or clause in that context. Where applicability requires clarification, the Municipality shall make the determination of applicability in its sole and unfettered discretion.
- i) Where interpretation requires further clarification or is disputed, the Municipality shall make the interpretation in its sole and unfettered discretion.

27. FORCE MAJEURE

- a) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves:
- (i) that such impediment is beyond its reasonable control;
 - (ii) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
 - (iii) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- b) In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (i) and (ii) under paragraph (a) of this Clause:
- (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
 - (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
 - (iii) currency and trade restriction, embargo, sanction;
 - (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
 - (v) plague, epidemic, natural disaster or extreme natural event;
 - (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.
- c) A party successfully invoking this Clause shall be granted an extension of time for all time limits affected by the Force Majeure event, the onus of proof resting on the Owner, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party.

28. WAIVER

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

29. NO FETTERING OF DISCRETION

Notwithstanding any other provisions of this Agreement, the Parties agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor Councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

30. ASSUMPTION BY OWNER OF OBLIGATIONS

The Owner's assumption of the obligations imposed by this Agreement is one of the considerations without which the Municipality would not:

- a) have zoned the property for development;
- b) approved of the subdivision;
- c) have executed this consolidated Agreement; or,
- d) have issued any building permit with respect to the Lands.

31. ELECTRONIC SIGNATURE(s)

This Agreement may be executed by electronic means and may be transmitted and delivered by electronic transmission, and any such delivery of this Agreement so executed shall be deemed to be the equivalent of the delivery of an executed original of this Agreement. The Parties acknowledge and agree to the use of electronic signatures, by either one or both signatories, pursuant to the Electronic Commerce Act, 2000, as amended from time to time, with respect to the execution of this Agreement.

32. COUNTERPARTS

The parties acknowledge and agree that this Agreement and any schedules hereto may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one (1) single document.

33. ENTIRE AGREEMENT

This Agreement and the schedules and any other documents referred to in this Agreement and on file at the Municipality's office constitute the entire agreement between the parties.


[INTENTIONALLY DELETED]

PART IV

EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement having affixed their respective seals under the hands of their proper officers duly authorized in that behalf.

DATED This 22 day of October, 2024 2740271 ONTARIO INC.


Per: 
Name: Anthony "TJ" Rinomato Jr.
Title: Officer

Per: _____
Name: _____
Title: _____

We have authority to bind the corporation.

DATED This 24 day of October, 2024 THE CORPORATION OF THE CITY OF BARRIE


ALEX NUTTALL - Mayor


WENDY COOKE - Clerk

We have authority to bind the corporation.

SCHEDULE "A"

DEFINITIONS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

DEFINITIONS

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- a) "Acceptance" means the date upon which the Municipality considers Works to be substantially completed, either collectively or in part, as the case may be, pending the completion of all requirements noted in this Agreement;
- b) "Additional Works" means the works described in Schedule "D" as additional works;
- c) "Agreement" means this Agreement including all schedules attached hereto;
- d) "Approved Plans and/or Reports" means all of the plans, reports, drawings, sketches, elevations, details, as-builts renderings and associated design sheets submitted to and approved by the Municipality for development of the Lands including the plans listed at Schedule C;
- e) "Assumption" means the date when Works, collectively or in part, as the case may be, under this Agreement have been completed, and the "Guaranteed Maintenance Period" has been initiated;
- f) "Council" means the Council of The Corporation of The City of Barrie;
- g) "Development Charges" means the fees charged with respect to development projects in accordance with a Council by-law passed pursuant to the *Development Charges Act*, 1997;
- h) "Development Manual" means the Development Manual issued by the Municipality's Development Services Department dated April 25, 2023, as may be amended from time-to-time by the Municipality.
- i) "Drainage Plan" means a stormwater management and drainage plan prepared by an Engineer to address stormwater management and drainage requirements set out in this Agreement for the proposed development;
- j) "Drainage Works" means all stormwater management facilities and infrastructure including, without limitation, grading, all drainage swales, ditches and ponds internal and external to the Lands to be constructed by the Owner pursuant to this Agreement, including Low Impact Development ("LID") practices and the extension, improvement, enlargement or upgrading of existing facilities all in accordance with the Drainage Plan;
- k) "Easement" means a registered right of use by the Municipality over the Lands of the Owner;
- l) "Engineer" means a Professional Engineer duly qualified, licensed and in good standing with the Professional Engineers Association of Ontario and who holds a Certificate of Authorization for municipal engineering applications;
- m) "Fees" means the costs related to administering and enforcing the conditions of this Agreement, as set out in this Agreement and in accordance with the then current Fees By-law as adopted by the Municipality;
- n) "Final Approval" means approval for the final Plan under the *Planning Act*;
- o) "Guaranteed Maintenance Period" means the two (2) year guarantee period following Assumption of the Works, either collectively or in part;
- p) "Highway" means a common and public highway, street, avenue, parkway, square, place, bridge, viaduct or trestle, any part of which is intended or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

- q) "Inhibiting Order" means an Order of the Registrar of Land Titles, pursuant to s. 23 of the *Land Titles Act*, R.S.O., 1990, prohibiting any dealing with the Lands on the Plan;
- r) "Lands" means those Lands described in Schedule "B" to this Agreement and includes all easement rights and obligations granted in connection therewith;
- s) "Landscape Architect" means a Professional Landscape Architect duly qualified and a member in good standing of the Ontario Association of Landscape Architects;
- t) "Landscaping" means all landscaping and design features shown on the Approved Plans and includes all planting required as illustrated thereon including the replanting and replacement of trees, shrubs and vegetation as determined in accordance with the Landscape Plans and the Tree Preservation Plan;
- u) "Letter of Credit" means an irrevocable financial document issued from a Canadian Chartered Bank, with an automatic renewal clause, which authorizes the Municipality to withdraw funds from the Owner's bank;
- v) "Low Impact Development ("LID") Practices" means an ecologically-based stormwater management approach favouring soft engineering to manage runoff on site through vegetated treatment networks.
- w) "MECP" means Ministry of the Environment, Conservation and Parks;
- x) "*Municipal Act*" means the *Municipal Act*, 2001, S.O. 2001, c25;
- y) "Municipal Works" includes all of the above and below grounds works described in Schedule D as municipal works plus Landscaping and Park Works or Park Services;
- z) "Municipality" means The Corporation of The City of Barrie;
- aa) "Owner" means the registered owner of the Lands against which this Agreement has been registered from time to time and the terms of this Agreement shall be binding only on the registered owner of the Lands for the purposes of enforcement of the terms of this Agreement as at the date of such enforcement unless specifically stated otherwise herein;
- bb) "Park Works" or "Park Services" means those lands, services, works and amenities, including without limiting the generality of the foregoing, park furniture, fencing, play structures and fields related to public parks and public recreational lands;
- cc) "Phasing" means the division of the Lands in this plan by the Owner, into phases of Works, as shown on a schedule prepared by the Owner and approved by the Municipality dividing the Lands into two or more numbered segments in the order in which the Works are to proceed by the Owner and the terms "Phase", "Phases" and "Phased" shall have corresponding meanings with necessary modifications;
- dd) "Plan" or "Plan of Subdivision" or "Subdivision" means the registered M plan as approved by the Municipality and/or the Ontario Municipal Board;
- ee) "Planning Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or any successor statute;
- ff) INTENTIONALLY DELETED
- gg) "Security" means all forms of security including cash, Letters of Credit, or such other forms satisfactory to the Municipality, to be provided by the Owner pursuant to the requirements of this Agreement and includes any other security provided under related agreements and approvals entered into or given with respect to the proposed development;
- hh) "Site Alteration Permit" means a permit obtained from the Municipality in accordance with the then current by-law as approved by Council;
- ii) "Specifications" means the Municipality's design criteria, design standards, specifications and procedures as it may establish and amend from time to time;

- jj) "Tree Preservation Plan" means the plan approved by the Municipality for preservation of trees on the Lands or within the vicinity of the proposed development on the Lands in accordance with the requirements of the Municipality's tree preservation by-law.
- kk) "Works" means all services and works to be constructed by the Owner pursuant to this Agreement or as are necessary to provide adequate services to the development on the Lands, including the extension, improvement, enlargement or upgrading of existing works or services. Works includes Municipal Works, Drainage Works, Landscaping, Park Works and Additional Works.

SCHEDULE "B"**THE LANDS AND OWNERSHIP THEREOF**

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Legal Description of the Lands:

FIRSTLY: PT S/E 1/4 LT 9 CON 13 INNISFIL & PT W1/2 LT 9 CON 13 INNISFIL BEING PTS 1 & 2 PL 51R36598, T/W OVER PTS 3 & 4 PL 51R36598 AS IN RO738029 & S/T EASEMENT OVER PT 2 PL 51R36598 IN FAVOR OF PT LT 9 CON 13 INNISFIL BEING PT 2 PL 51R5957 AS IN RO660742; BARRIE SECONDLY: PT W1/2 LT 9 CON 13 INNISFIL BEING PTS 1,2 & 3 PL 51R37129, S/T EASEMENT OVER PT 3 PL 51R37129 AS IN RO660742, S/T EASEMENT OVER PTS 2 & 3 PL 51R37129 AS IN RO738029; CITY OF BARRIE; Being all of PIN 58735-0327 (LT);

Further described as:

Lots 1 to 25 (inclusive), and Blocks 26, 27, 28 and 29 on the unregistered Plan of Subdivision.

SOLICITOR'S CERTIFICATE OF OWNERSHIP

I, Marvin Geist,

a Solicitor of Ontario, do hereby certify that **2740271 ONTARIO INC.** is/are the sole Owner(s) in fee simple of all land as described above.

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

- (i) Instrument No. SC2013027- – Charge/Mortgage in favour of The Torontono-Dominion Bank;

I further certify that **2740271 ONTARIO INC.** is/are the sole Owner(s) in fee simple of all land to be conveyed to the Municipality pursuant to the said Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgagees or other encumbrances.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at Vaughan this 22nd day of October, 2024

TO: THE CORPORATION OF THE CITY OF BARRIE

MARVIN GEIST

Solicitor for the Owner(s)

SCHEDULE “C”

THE APPROVED PLANS, DRAWINGS AND REPORTS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

It is understood and agreed that the Owner shall develop the Lands according to the following plans and drawings:

Civil Engineering plans by

<u>DWG.</u> <u>No.</u>	<u>REV.</u>	<u>Description</u>	<u>Date</u>
ND-1	7	Notes And Details (1 of 7)	20-JUN-2024
ND-2	7	Notes And Details (2 of 7)	
ND-3	7	Notes And Details (3 of 7)	
ND-4	7	Notes And Details (4 of 7)	
ND-5	7	Notes And Details (5 of 7)	
ND-6	7	Notes And Details (6 of 7)	
ND-7	7	Notes And Details (7 of 7)	
GS-1	7	General Servicing Plan	
STM-1	7	Pre-Development Storm Catchment Plan	
STM-2	7	Post-Developmnet Storm Catchment Plan	
STM-3	7	Storm Drainage Area Plan	
SAN-1	7	Sanitary Catchment PLaN	
PD-1	7	Pipe Design Sheets	
CUP-1	7	Composite Utilities Plan	
WM-1	7	Watermain Swabbing Plan	
PMS-1	7	Pavement Marking and Signage Plan	
LG-1	7	Lot Grading Plan	
LG-2	7	Lot Grading Plan	
LG-3	7	Lot Grading Plan	
PP-1	7	Plan And Profile - Landsdown Road (Sta: 0+000 to 0+220)	
PP-2	7	Plan And Profile - Landsdown Road (Sta: 0+220 to 0+390)	
PP-3	7	Plan And Profile - Middleton Court/Ironstone Crescent (Sta: 0+000 to 0+260)	
PP-4	7	Plan And Profile - Ironstone Crescent (Sta: 0+260 to 0+460)	
PP-5	7	Plan And Profile - Ironstone Crescent (Sta: 0+460 to 0+580)	
PP-6	7	Plan and Profile - City of Barrie Design Drawing - Bayview Drive	
SC-1	7	Service Connection (Watermain Service Connection)	
SC-2	7	Service Connection (Sanitary and Storm Service Connection)	
SC-3	7		
SC-4	7	Sanitary Easement (Sta: 0+000 to 0+075)	
SC-5	7	Sanitary Easement (Sta: 0+075 to 0+0180)	
SWM-1	7	Service Connection (Notes and Details)	
SWM-2	7	SWM Facility Design Plan View	
SWM-3	7	SWM Facility Pond Design Cross Sections	
EP-1	7	SWM Facility Pond Design Cross Sections	
EP-2	7	Erosion Control Plan - Phase 1Interim Site Alteration Permit	
EP-3	7	Erosion Control Plan - Full Design	
		Erosion Control Plan - Notes and Details	

The Owner acknowledges and agrees that the above listed plans and drawings may not be exhaustive and that the Municipality may require revisions to these plans or such additional plans as the Municipality may, in its sole discretion, require from time-to-time.

Where there is a conflict between the requirements of and/or the provisions of this Agreement and the drawings listed above, the requirements of this Agreement shall take precedence. Where any further clarification is required, the Municipality shall, in its sole and unfettered discretion, make a decision concerning the applicable requirements and/or provision and its decision shall be binding on the parties in accordance with all other relevant terms and conditions of this Agreement.

It is understood and agreed that the Owner shall develop, operate and manage the Lands according to the following reports:

<u>Report Name</u>	<u>Prepared By</u>	<u>Date</u>
Stormwater Management Report	Pearson Engineering	April 2024
Water Distribution & Supply Analysis Report	Pearson Engineering	April 2024
Construction Management and Parking Plan	Pearson Engineering	August 2023
SWM Pond Operations & Maintenance Manual	Pearson Engineering	September 2023
Geotechnical Investigation and Soils Report	Cambium Inc.	July 2021
Hydrogeological Investigation	Cambium Inc.	March 2023
Pavement Structure Memo	Cambium Inc.	April 2024
SWM Pond Liner Memo	Cambium Inc.	April 2024
Environmental Impact Study	Cambium Inc.	March 2023
Traffic Impact Study (TIS)	GHD	June 2022
Phase II Environmental Site Assessment	Blue Frog Environmental	October 4, 2023
Stage 1 & 2 Archaeological Assessment	Irvin Heritage Inc.	May 2020

Landscape plans by Strybos Barron King Landscape Architecture

<u>DWG. No.</u>	<u>REV.</u>	<u>Description</u>	<u>Date</u>
L100	5	Key Plan	5-JUN-2024
L101	5	Landscape Plan	5-JUN-2024
L102	5	Landscape Plan	5-JUN-2024
L103	5	Landscape Plan	5-JUN-2024
L101	5	VPZ Enhancement Plan	5-JUN-2024
L200	5	SWM Pond Landscape Plans	5-JUN-2024
LD300	5	Details	5-JUN-2024
LD301	5	Details	5-JUN-2024
TP100	11	Existing Tree Inventory and Preservation Plan	5-JUN-2024
TP101	11	Existing Tree Inventory Details	5-JUN-2024

Electrical plans by DPM Energy

<u>DWG. No.</u>	<u>REV.</u>	<u>Description</u>	<u>Date</u>
EL-001	0	Electrical Layout Drawing	3-JUN-2024
EL-002	0	Electrical Layout Drawing	3-JUN-2024
EL-003	0	Schematic Layout Drawing	3-JUN-2024
SL-001	0	Photometrics Layout Drawing	3-JUN-2024
SL-002	0	Photometrics Layout Drawing	3-JUN-2024
DT-001	0	Electrical Notes and Details Drawing	3-JUN-2024

The Owner acknowledges and agrees that the above listed reports may not be exhaustive and that the Municipality may require revisions to these plans or such additional plans as the Municipality may, in its sole discretion, require from time-to-time.

Where there is a conflict between the requirements of and/or the provisions of this Agreement and the reports listed above, the requirements of this Agreement shall take precedence. Where any further

clarification is required, the Municipality shall, in its sole and unfettered discretion, make a decision concerning the applicable requirements and/or provision and its decision shall be binding on the parties in accordance with all other relevant terms and conditions of this Agreement.

SCHEDULE "D"

THE WORKS TO BE CONSTRUCTED

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

D.1 MUNICIPAL WORKS TO BE CONSTRUCTED

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install or otherwise provide the following municipal services, works, facilities and amenities as Works, as shown in Schedule "C" to this Agreement:

Below Ground Works:

- a) storm sewers;
- b) sanitary sewers;
- c) watermains;
- d) stormwater management works (including LIDs);
- e) valves;
- f) backflow devices;
- g) water distribution works;
- h) utilities; and
- i) all related appurtenances.

Above Ground Works:

- a) highways, including sidewalks;
- b) highway reconstruction;
- c) intersection improvements including traffic poles, signal heads, controllers and associated appurtenances;
- d) street signage;
- e) street lighting;
- f) driveway entrance on public lands;
- g) landscaping on public lands;
- h) utilities;
- i) hydrants;
- j) backflow devices; and
- k) all related appurtenances.

All such Works may include internal as well as external Works.

D.2 ADDITIONAL WORKS REQUIRED TO BE CONSTRUCTED OR INSTALLED

In accordance with the provisions of this Agreement, the Owner has covenanted and agreed to construct, install, plant or otherwise provide the additional works including the following where applicable as shown in Schedule "C" to this Agreement:

- a) lot and block grading and drainage including surface, roof leader and sump drainage;
- b) lot and block revegetation including sodding and tree planting;
- c) utilities;
- d) berms, retaining walls and fencing; and
- e) all related appurtenances.

All such Works may include internal as well as external Works.

D.3 PARK WORKS TO BE CONSTRUCTED OR INSTALLED

INTENTIONALLY DELETED

D.4 ADDITIONAL PARK WORKS

INTENTIONALLY DELETED

SCHEDULE "E"

DISBURSEMENTS, TAXES AND LEVIES PAYABLE BY THE OWNER

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

E.1 ADMINISTRATION COSTS

The Owner, on entering into this Agreement, agrees that costs of subsequent administration and enforcement of this Agreement shall be recoverable by the Municipality as a cost to the Owner. The Owner hereby agrees to pay the Municipality for such reasonable costs related to administration and enforcement of this Agreement upon notification of the amount and nature of such costs by the Municipality and the Owner acknowledges that such costs constitute a debt owing to the Municipality and are recoverable in the same manner as taxes as permitted in accordance with the provisions of the *Municipal Act, 2001*, as it may be amended from time to time.

E.2 DESIGNATED CHARGES

The Owner agrees to pay, upon execution of this Agreement all designated charges and imposed rates assessed and levied upon the Lands.

E.3 DISBURSEMENTS

The Owner shall pay to the Municipality upon demand such disbursements as may be or are incurred by the Municipality in connection with the administration of this Agreement, including, without limiting the generality of the foregoing: the cost of having its consulting engineers review plans and drawings on behalf of the Municipality; the cost of having its consulting engineers carry out inspections of the Works and reviewing of requests to reduce securities, accept Works and assume Works; the cost of review and preparation of this Agreement; the cost of registration of this Agreement against title to the Lands; the costs of registration of all documentation related to conveyance and dedications of Lands and easements under this Agreement and all documents; and, all agents' fees related to such registrations.

E.4 LAWFUL LEVIES AND RATES

Notwithstanding the Works to be constructed and installed, the Works to be performed and the payments to be made pursuant to this Agreement by the Owner, the Lands shall remain liable in common with all other assessable property in the Municipality to all lawful rates and levies of the Municipality.

E.5 LOCAL IMPROVEMENT AND FRONTAGE CHARGES

The Owner shall compute and pay all local improvement frontage charges for existing local improvements assessed against the Lands, which become non-assessable when the Plan is registered.

The Owner shall compute and pay the Municipality's share of any local improvements presently servicing the Lands and assessed against it.

E.6 TAX ARREARS

The Owner shall pay any arrears of taxes outstanding against the Lands immediately upon execution of this Agreement by the Owner.

E.7 TAX LEVIES

The Owner shall be solely liable to pay all taxes levied, or to be levied, on the Lands in accordance with the Collector's rolls until such time as the Lands have been assessed and entered on the assessment roll according to the registered Plan after which taxes are to be paid by the Owner of each assessed lot or block.

The Owner shall be solely liable to request in writing for a tax write off on a yearly basis for those lands to be dedicated to the Municipality upon the expiry of the Guaranteed Maintenance Period.

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SCHEDULE "F"

REQUIRED FORM AND AMOUNT OF SECURITIES, FEES AND DEPOSITS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

F.1 SECURITIES AND DEPOSITS

Upon execution of this Agreement, the Owner will deposit with the Municipality, to cover the faithful performance of the obligations of the Owner arising under this Agreement including but not limited to the construction of the Works and obligations identified in this Agreement, securities and deposits, in accordance with the amounts outlined in this Schedule to this Agreement, in the following form:

- a) cash, or certified cheque from a Canadian Chartered Bank, or:
- b) an irrevocable Letter of Credit in favour of the Municipality, in a form approved by the Municipality, from a Canadian Chartered Bank, issued in accordance with the requirements of this Agreement, with the following automatic renewal clause:
"This Irrevocable Letter of Credit shall be deemed to be automatically extended, without amendment, for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing by Registered Mail that we elect not to consider this Irrevocable 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 demand accompanied by your written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred by you in connection with the said Agreement, further, that you will release any amounts not required by you directly to the applicant."
- c) The Municipality shall be free to draw upon the Letter(s) of Credit and take any action which may be authorized by this Agreement, or in law, with respect to a default under this Agreement with regard to maintaining securities and deposits at a level required by the Municipality.

F.2 ALTERNATIVE METHODS OF PROVIDING SECURITIES, FEES AND DEPOSITS

The Municipality reserves the right to accept or reject any alternative methods of providing securities, fees and deposits.

F.3 EMERGENCY WORKS DEPOSIT

Upon execution of this Agreement, the Owner shall deposit with the Municipality cash in the amount outlined below to be used at the discretion of the Municipality for such items as the control of debris and dust, emergency works, hazard tree removal or any other item affecting adjacent public or municipal Lands pertaining to the development of the Lands. The Owner shall maintain the deposit in the full amount until such time as the Guaranteed Maintenance period has expired, at which time the Municipality shall refund any remaining deposit to the Owner with no interest.

F.4 COSTS ESTIMATE AS A BASIS FOR LIMITS OF SECURITIES, FEES AND DEPOSITS

The cost estimate for the Works is set out in this Schedule which provides the basis for the amounts of the securities, fees and deposits.

Such estimates shall be updated by the Owner and approved by the Municipality at the demand of the Municipality. Where the revised estimate of the cost of the Works is greater than the security, fees or deposit provided upon execution of this Agreement, or where additional Works are required by the Municipality, additional securities, fees and deposits shall be submitted by the Owner to the Municipality. Such securities, fees and deposits shall be administered and governed by this Agreement in the same manner as the originally provided securities and deposits.

F.5 MUNICIPAL RIGHT TO USE SECURITIES AND DEPOSITS TO COMPLETE WORKS

The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on the securities and deposits to complete any Work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, if the Municipality determines that any reduction in the securities or deposits will create a shortfall with respect to securing the completion of any Work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the securities or deposits until such time as such Work is satisfactorily completed or the Municipality has sufficient security or deposits to ensure that such Work will be completed.

F.6 PROVISIONS FOR LIABILITY OF THE MUNICIPALITY

If the Municipality incurs any expenses involving construction lien actions or any other actions respecting construction or maintenance of Works, such expenses shall be paid by the Owner on demand of the Municipality and the Municipality may use securities and deposits to make such payments.

F.7 RIGHT TO USE SECURITY AND DEPOSITS FOR INDEMNIFICATION OF MUNICIPALITY

The Municipality has the right to withhold and/or use any portion of any security and deposits provided to indemnify the Municipality for any legal fees it incurs to defend its interest against any suit or claim of any nature arising out of or connected with carrying out of the Owner's obligations, or entering into of this Agreement.

F.8 SECURITIES FOR PHASING PLAN

INTENTIONALLY DELETED

F.9 TRANSFER OF LANDS AND SECURITIES AND DEPOSITS

The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any securities or deposits required under this Agreement until the new Owner files with the Municipality a substitute Letter or Credit or such other security or deposit in the required amounts.

F.10 USE OF SECURITY AND DEPOSITS BY MUNICIPALITY FOR ANY MATTER

Any letter of credit or security or deposit filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all letters of credit and security and deposits received by the Municipality may be used as security or deposit for any item or any other matter which under the terms of this Agreement is the responsibility or obligation of the Owner, including without limiting the generality of the foregoing, payment of engineering, operations, legal, planning, enforcement or other costs incurred by the Municipality which are the payment responsibility of the Owner under the terms of this Agreement.

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F.11 AMOUNT OF SECURITIES AND DEPOSITS TO BE FILED WITH THE MUNICIPALITY:

Planning to Advise if required: The following financial details are for the purpose of this Phase 1 Plan of Subdivision, any future development phase(s) may be subject to further or other financial obligations as may be determined by the Municipality:

REFUNDABLE DEPOSITS	
Legal Fee Retainer	\$5,000.00
Final lot grading, drainage, driveway apron, administration fee, lot deposit (unless included in Letter of Credit)	\$5,000.00 per lot up to a \$50,000.00 maximum
Emergency Works Deposit (Housekeeping Deposit)	\$10,000.00
Streetlights	\$12,000.00 plus HST \$1,560.00

NON-REFUNDABLE DEPOSITS	
Development Services (Approvals) – Engineering Servicing and Grading Works – 5% Administrative Fee	\$ 267,741.60
Development Services (Parks Planning) – Landscape Works – 5% Administrative Fee	\$ 15,932.81
Horizontal/Vertical Control Monuments \$3,887.72 + HST / unit X THREE (3) units each	\$ 11,663.16 plus HST \$ 1,516.21
High Pressure Blasting and Painting of Fire Hydrants \$145.00 + HST / unit X ELEVEN (11) units	\$ 1,595.00 plus HST \$ 207.35
Cash contributions for winter road and sidewalk maintenance for the first three (3) years of operation:	
Road	\$ 13,553.31 plus HST \$ 1,761.93
Sidewalk	\$ 2,972.34 plus HST \$ 386.40
Cash Deposits for winter road and sidewalk maintenance for year four (4) and up to Assumption:	
Road	\$ 7,000.00
Sidewalk	\$ 1,000.00
Finance Department New Property Tax Account Fee (Refer to Schedule “F” of the Municipality’s Fees By-Law 2024-024, as amended)	*Calculated at the rate of \$60.00 per new Property Tax Account

SECURITIES	
Development Services (Approvals) services and works (incl. HST) • Includes Final lot grading, drainage, driveway apron, administration fee, lot deposit.	\$ 5,993,996.53
Development Services (Parks Planning) landscape works (incl. HST)	\$ 324,265.24

INSURANCE CERTIFICATE	
Commercial General Liability	Minimum \$5,000,000.00 per occurrence
Aggregate Limit to completed operations	Minimum \$10,000,000.00 within any policy year with respect to completed operations
Environmental Liability	Minimum \$5,000,000.00
Additional Insured Party	The Corporation of the City of Barrie City Hall – 70 Collier Street P.O. Box 400 Barrie, ON L4M 4T5
Other inclusion(s):	Cross-Liability and severability of interest

SCHEDULE "G"

ADMINISTRATION OF SECURITIES AND DEPOSITS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

G.1 REDUCTION OF SECURITIES UPON REQUEST OF OWNER

During installation of Works, the Municipality may reduce the amount of security, if so requested by the Owner, and as elements of the Works are completed to the Municipality's satisfaction.

The remaining security shall never be less than one hundred per cent (100%) of the original contract price of remaining Works or obligations, adjusted at current market cost at the date the security is reduced plus all amounts required to be retained by the Municipality under the *Construction Act*, R.S.O 1990 c. C.30.

The Municipality shall retain a five percent (5%) holdback until the Guaranteed Maintenance Period of two (2) years has passed satisfactorily from the date of completion and Assumption of the Works, after which time any remaining security shall be returned to the Owner, upon application by the Owner, once all deficiencies have been resolved and all costs paid to the satisfaction of the Municipality.

Where extensive deficiencies have occurred and repairs or replacements are required, the Municipality may extend the Guaranteed Maintenance Period for a further period in its sole discretion.

Reductions in securities may occur on one or more occasions as follows. The Municipality will not entertain more than five requests for such reductions:

- a) On Acceptance of below ground Works;
- b) On Acceptance of surface Works;
- c) On Assumption of Highways;
- d) At the end of the Guaranteed Maintenance Period;
- e) On the successful completion of building permit files.

G.2 DOCUMENTATION TO REDUCE AND RELEASE SECURITY

Prior to the reduction of any security held by the Municipality for the Works, the Owner must have met the conditions for Acceptance or Assumption, as applicable, of the Works, including satisfaction of the requirements of the Municipality's Development Manual to the satisfaction of the Municipality, and shall supply the Municipality with the following documentation:

- a) letter of application for reduction;
- b) the Owner's Engineer and Landscape Architect's (as applicable) certification (sealed) confirming that:
 - i) the Works have been completed and listing any remaining deficiencies and the estimated cost of remedying those deficiencies/outstanding Works;
 - ii) the estimated cost of remedying those deficiencies/outstanding works;
 - iii) indicating that all Works are in place and are properly functioning; and
 - iv) that the Works are structurally sound and constructed to the approved specifications
- c) at the end of the Guaranteed Maintenance Period, an Owner's Engineer and Landscape Architect's (as applicable) certificate confirming that;
 - i) all Works have been successfully completed
 - ii) that there are no deficiencies in the Works;
 - iii) that all Works have been successfully completed during the Guaranteed Maintenance Period;
 - iv) all Works are in place and are properly functioning; and
 - v) that all Works are structurally sound and constructed to the approved specifications.
- d) if applicable, workplace safety certificate/worker's compensation clearance;
- e) if applicable, a statutory declaration as to Works completed and accounts paid in full for Works for which a reduction is being requested;

- f) if applicable, proof of expiration of the sixty (60) day construction lien period and satisfactory evidence of no construction liens filed;
- g) a certificate by a registered Ontario Land Surveyor (OLS) verifying the establishment of horizontal control monuments and vertical benchmarks on the Lands (to be provided for final release of securities only);
- h) as built drawings certified by the Owner's Engineer as a printed set of drawings and in a digital format specified by the Municipality at the time of submission; and
- i) positive final inspection report(s) for building permits.

Prior to the reduction of securities the Municipality must be satisfied, in its sole and unfettered discretion, that the Works have been completed and are operating to its satisfaction, and notwithstanding anything to the contrary in this Agreement, the Municipality shall in no way be obligated to reduce or release securities until it is so satisfied. The Municipality shall conduct an inspection of the Works prior to any release and review the Owner's Engineer's and Landscape Architect's certification regarding the completion, deficiencies and estimated cost of remedying those deficiencies prior to any release of securities. Such inspection and confirmation shall be at the cost of the Owner as further detailed by the Municipality's Development Manual.

G.3 REDUCTION OF DEPOSITS UPON REQUEST OF OWNER

Deposits may also be returned to the Owner upon written request upon the final release of the Guaranteed Maintenance Period holdback.

G.4 FORFEITURE OF SECURITY DEPOSITS

Any security or deposit for which the Owner has not made application for a final release within a period of four (4) years from being eligible for release shall be forfeited and become the property of the Municipality.

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SCHEDULE "H"

OWNER'S COST OBLIGATIONS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

H.1 EXTERNAL WORKS

The Owner agrees to provide, construct, install or pay for external Works as shown in Schedule "D" to this Agreement.

The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction and installation of such Works and that the development proposed hereunder could not be accommodated without the existence of such Works.

The Owner agrees to provide, construct and install the above-noted Works to the standards and specifications required by the Municipality.

The Owner agrees that external works shall be considered as Works pursuant to this Agreement and all of the clauses, requirements, and obligations of this Agreement shall apply to the external works in the same or a like manner as internal works.

The Owner acknowledges that any action taken by the Municipality or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional Works to any of the external works, services or facilities required to be constructed or installed post occupancy and during the Guaranteed Maintenance Period is being done without prejudice to the Municipality's right to enforce the Guaranteed Maintenance Period provisions of this Agreement.

H.2 OWNER RESPONSIBLE FOR COST OF PERFORMANCE

The Owner acknowledges and agrees that the Owner shall be responsible for the cost of performance of all of the Owner's obligations hereunder unless specifically relieved from such responsibility by this Agreement. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include works and obligations "at the expense of the Owner" unless specifically stated otherwise.

The Owner shall be solely responsible for the cost of the Works as estimated in this Agreement. The Municipality shall not be required to pay any portion of the capital cost related to the Works unless otherwise expressly provided in this Agreement or as expressly required by statute. If the Municipality incurs any expenses involving construction lien actions or any other actions respecting the construction of the Works, such expenses shall be paid by the Owner on demand.

H.3 OWNER SHALL PAY COSTS

The Municipality shall not be responsible for any of the costs of providing Works to the Lands. All such costs shall be borne by the Owner. The Owner shall deal directly with the hydro authority and all other utility providers or suppliers. The Owner shall obtain all approvals and permits and pay all fees and charges directly to the utility providers or suppliers.

The Owner shall pay the full costs for enforcement of this Agreement in accordance with this Agreement and the Municipality's then current fees by-law.

H.4 PAYMENT OF INTEREST OF PAYMENT DEMANDS

All expenses for which demand for payment has been made by the Municipality shall bear an interest rate of 1.5% monthly, commencing thirty (30) days after demand for payment is made.

H.5 REASONABLE EFFORTS

The Municipality agrees, that where it, in its sole and unfettered discretion, determines that certain Works undertaken by the Owner are "front-ending" Works, or Works which may have some ancillary benefit to the Municipality or other land owners, it may enter into a best efforts undertaking with the Owner for the recovery of such applicable costs within a specified period of time. Such agreement and obligations are set out in full in Schedule "U" to this Agreement which forms part of this Agreement.

H.6 WHERE THE OWNER IS IN DEFAULT OF PAYMENT OF COSTS

Where the Owner is in default of payment of any such costs and no deposits or securities provided in relation to this Agreement are available, or are insufficient to cover such costs, the Owner shall pay to the Municipality any additional funds, the amount of which shall be in the Municipality's sole discretion, within ten (10) calendar days and failure to do so shall constitute a default under this Agreement and the Owner agrees that any such costs will be deemed to be taxes to which the provisions of the *Municipal Act* apply.

SCHEDULE "I"

OWNER'S INDEMNIFICATION OF THE MUNICIPALITY

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

I.1 OWNER TO INDEMNIFY MUNICIPALITY FROM ALL CLAIMS AND COSTS

The Owner agrees to indemnify and save harmless the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly from:

- a) any claim(s) pursuant to the *Construction Act*, as may be amended from time to time;
- b) any construction being performed by the Owner, its agents, employees and contractors pursuant to the provisions of this Agreement, and, on demand by the Municipality, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the Works;
- c) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of the Municipality approving the subdivision and Works or entering into this Agreement;
- d) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement;
- e) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of drainage from or the effects of drainage from, or onto, any Lands adjoining the Lands as a result of the development of the Lands; and/or, implementation of the Drainage Plan or stormwater management plan; and/or the construction of any Works, facilities or structures on the Lands and/or the use of the Lands;
- f) loss, damage, accident or injury of any kind whatsoever which may arise either directly or indirectly by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Owner pursuant to the terms of this Agreement or by reason of any defect in workmanship or material, until the Assumption of the Works by the Municipality; and
- g) all actions or claims relating to soil conditions and surface water and groundwater conditions on the Lands.

I.2 IMPAIRMENT TO SURFACE OR GROUNDWATER QUALITY OR THE ENVIRONMENT

Where the Municipality has a reasonable concern, in its sole discretion, which indicates a potential impairment to surface or groundwater quality or the environment associated with the development and operation of this subdivision, the Municipality shall have the right under this Agreement to request the Owner to provide any relevant existing information in its possession, including that of any agents/consultants or assignees, to determine whether the development is responsible for an impairment in water quality or environment. This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to corrective measures and such obligations shall remain the Owner's obligations.

I.3 MUNICIPALITY DOES NOT WARRANT CONDITION OF SOILS

The Owner acknowledges and agrees that any municipal approvals, including zoning and subdivision approvals, do not verify or confirm the adequacy of soil conditions and the Owner accepts full responsibility for soil conditions, including soil and/or groundwater, sediment, and surface water contamination.

I.4 RIGHT TO COMPENSATION FROM OWNER

The Owner also agrees that the Municipality shall have the right to compensation from the Owner:

- a) for loss or damage incurred as a direct result of:
 - i) the spill of a pollutant that causes or is likely to cause an adverse effect;
 - ii) the exercise of any authority under this Agreement; or
 - iii) neglect or default in carrying out a duty imposed or an order or direction made under this Agreement;

- b) for all reasonable costs and expenses incurred in respect of carrying out or attempting to carry out an order or direction under this Agreement or as ordered by the MECP, or other responsible Provincial or Federal Authority.

The Owner is not liable for compensation if it establishes, to the Municipality's satisfaction, that it took all reasonable steps to prevent the deleterious impact or spill of the pollutant or if it establishes, to the Municipality's satisfaction, that the deleterious impact or spill of the pollutant was wholly caused by:

- a) an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country;
- b) a natural phenomenon of an exceptional, inevitable and irresistible character; or
- c) an act or omission with intent to cause harm by a person other than the Owner, or any combination thereof.

However, this does not relieve the Owner from the responsibility to repair or reinstall the Works required by this Agreement and this does not relieve the Owner from liability to the Municipality for loss or damage that is a direct result of neglect or default of the Owner in carrying out a duty imposed or an order or direction made under this Agreement; or from liability, if an act of war, civil war, insurrection, an act of terrorism or an act of hostility by the government of a foreign country, for cost and expense incurred or, if a natural phenomenon of an exceptional, inevitable and irresistible character, for all reasonable cost and expense incurred:

- a) to do everything practicable to prevent, eliminate and ameliorate the adverse effect; or
- b) to do everything practicable to restore the natural environment, or both.

For the purposes of this Agreement:

- a) "*restore the natural environment*", when used with reference to a deleterious impact or spill of a pollutant, means restore all forms of life, physical conditions, the natural environment and things existing immediately before the deleterious impact or spill of the pollutant that are affected or that may reasonably be expected to be affected by the deleterious impact or pollutant, and "*restoration of the natural environment*", when used with reference to a spill of a pollutant, has a corresponding meaning;
- b) "*spill*", when used with reference to a pollutant, means a discharge,
 - i) into the natural environment,
 - ii) from or out of a structure, vehicle or other container, and
 - iii) that is abnormal in quality or quantity in light of all the circumstances of the discharge.
- c) "*deleterious impact*" or "*adverse effect*" means one or more of:
 - i) impairment of the quality of the natural environment for any use that can be made of it;
 - ii) injury or damage to property or to plant or animal life;
 - iii) harm or material discomfort to any person;
 - iv) an adverse effect on health of any person;
 - v) impairment of the safety of any person;
 - vi) rendering any property or plant or animal life unfit for human use;
 - vii) loss of enjoyment of normal use of property; and
 - viii) interference.

1.5 OWNER TO TAKE ACTION IN EVENT OF A DELETERIOUS IMPACT

In the event of a spill of a pollutant, the Owner agrees that it shall be responsible for doing everything practicable to prevent, eliminate and ameliorate the adverse effect, or to do everything practicable to restore the natural environment. This may include, but not necessarily be limited to, the design, installation, and approvals for mitigation or restorative works, and such works shall be considered to be Works for the purpose of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement.

1.6 PROVISION OF FURTHER INFORMATION BY OWNER

If requested by the Municipality in writing, the Owner shall provide the Municipality with any such relevant information in its possession or may require that the Owner undertake a study which may include an environmental site assessment, hydrogeological study, well survey, water quality study, storage tank testing results or such other study as may have been prepared or is required to be prepared to investigate contamination of surface or groundwater as a result of the development of or use of the Lands. This requirement and any associated conditions however do not impart on the Municipality any responsibility for reporting of any impairment or impact nor any obligation to corrective measures and such obligations shall remain the Owner's obligations.

I.7 OCCUPATIONAL HEALTH AND SAFETY WORKPLACE HEALTH AND SAFETY

The Owner shall ensure that all contractors installing, maintaining or otherwise working on Municipal lands or services, including services intended, but not yet, to be accepted or assumed by the Municipality, shall comply with the requirements of the *Occupational Health and Safety Act*, R.S.O. 190, c.O.1, and associated regulations; and comply with the requirements of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, and associated regulations.

The Owner hereby agrees to indemnify and save harmless the Municipality and its agents, contractors and employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly from a failure to comply with these requirements.

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SCHEDULE "J"

CONDITIONS FOR ISSUANCE OF BUILDING PERMITS AND OCCUPANCY AND USE

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

J.1 BUILDING PERMIT ISSUANCE

The Owner agrees not to apply for building permits until:

- a) the Plan has received Final Approval and has been registered and there are no appeals or referrals to the Ontario Land Tribunal;
- b) this Agreement has been executed by the Owner, filed with the Municipality and registered on title to the Lands;
- c) the Municipality has confirmed that water, roads (including base asphalt), curb and gutter, water, sanitary, sewage facilities, drainage and stormwater facilities and utilities are available to its satisfaction; that all Works have been accepted; except that Building Permits may be issued upon terms and conditions as established from time to time by the Municipality;
- d) the Owner has submitted to the Municipality upon request "as-built" drawings for the subdivision development showing all of the Works and the Municipality has approved the drawings;
- e) the Municipality has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands and a fire break plan, if deemed necessary by the Municipality, has been approved by the Municipality;
- f) the Municipality has confirmed that all development charges (except as may be deferred by agreement in accordance with Section 27 of the Development Charges Act), taxes, levies, fees, deposits (including administration fees) and other payments required under this Agreement have been paid in full or secured by sufficient security;
- g) the Municipality has confirmed that all necessary conveyances of land, easements and reserves have been received free and clear of all encumbrances and have been registered against title to the Lands to which they are to apply;
- h) the Owner's Engineer has certified that, on lots or blocks on which easements have been imposed or for lots and blocks immediately adjacent to such easements, required municipal services have been installed within the limits of the easements granted to the Municipality;
- i) the Owner has ensured and provided evidence that all dead, diseased and/or hazardous trees within the limit of the Plan have been removed;
- j) all sediment and erosion control measures and any required environmental mitigation measures are in place;
- k) an individual lot development plan and street landscape plan have been prepared by an Engineer and/or Landscape Architect and submitted by the Owner and such plan shall show that the proposed development for such lot will comply with the intent of the General Lot Grading Plan as approved by the Municipality and that the lot will be graded in accordance with the Municipality's lot grading and drainage control procedures;
- l) the Owner has submitted a Hydrogeological Study in accordance with the Municipality's requirements which establishes the seasonal high groundwater conditions on the lots and the appropriate measures have been undertaken to comply with the Municipality's Drinking Water Protection Policy, to the satisfaction of the Municipality;
- m) a sign(s) denoting the addressing for 911 response has been posted in accordance with the requirements of the Municipality;
- n) a sign(s) denoting "Unassumed Roads" have been installed at the entrances to the subdivision in accordance with the requirements of the Municipality;
- o) the traffic and street signs, including temporary signs, have been installed and approved by the Municipality;
- p) satisfactory evidence, where applicable, of compliance with the MECP approval for sanitary service works and/or any other services or works have been supplied and, without limiting the foregoing, this shall include sanitary sewers or works, storm sewers or works, water supply works, and Drainage Works associated with the development of the Lands;
- q) the Municipality has confirmed compliance with the Urban Design//Architectural Control Guidelines; and
- r) the Owner has submitted a complete Building Permit application, in accordance with the Municipality's application guidelines and requirements, and the applicable fees have been paid.

Final lot grading, drainage, driveway and tree planting plans and drawings submitted for Building Permits shall contain all information required by the Municipality, including the requirements specified in the Municipality's engineering standards and building permit application guidelines, and shall, at a minimum, include the following:

- a) the location and dimensions of the proposed structures and accessory structures and any structures on adjacent lots;
- b) the location, size and elevation of the sewage works or sub-surface sewage disposal system, as applicable, on each lot and all pertinent design criteria;
- c) the location, elevation and size of water works or location of wells and water lines, as applicable, on the lot and adjacent lots;
- d) the location and specifications of all drainage features including swales, soak away pits, roof leaders and sump discharges;
- e) the seasonal high groundwater elevation and proposed elevation of the footings and tile drains as well as the top of foundation;
- f) the extent of the disturbed area; existing and proposed grades; and the elevations of the finished floor and the minimum openings;
- g) the location of any slopes or hazard areas on the lot, and any tree or environmental mitigation features or measures;
- h) the direction of surface drainage, swales and other related features and break points for surface drainage;
- i) the location and specifications of any trees and any other required landscaping features;
- j) the location and specifications of any retaining walls, flood control features or other remedial measures required for development of the lot; and
- k) zoning setback requirements and compliance with those requirements.

The Owner agrees that, prior to construction; all buildings shall be located and adequately demarcated on the Lands by an Ontario Land Surveyor so as to ensure that the building shall be constructed in compliance with the applicable zoning provisions and requirements.

J.2 FENCING REQUIREMENTS – TOWNHOUSE BLOCKS

- a) INTENTIONALLY DELETED.

J.3 FINAL LOT GRADING, DRAINAGE, DRIVEWAY AND TREE PLANTING PLANS AND CERTIFICATES TO BE COMPLETED BY THE ENGINEER AND/OR LANDSCAPE ARCHITECT AND CONFIRMED AND APPROVED BY THE MUNICIPALITY'S ENGINEER

All final grading, drainage, driveway and tree planting plans are to be completed by an Engineer and Landscape Architect to the requirements and for the approval of the Municipality. Where the completion of building construction and Works requires the certification that the construction, landscaping and Works have been completed in accordance with approved final plans or any revisions approved by the Municipality such certification shall occur by an Engineer and/or Landscape Architect (as applicable) in a manner acceptable to the Municipality.

The Municipality shall conduct an inspection of the Lands prior to any release and review of the Owner's Engineer's and Landscape Architect's certification regarding having met the requirements for release of the deposit. Such inspection and confirmation shall be at the cost of the Owner.

J.4 HOUSE MODEL STYLES

- a) INTENTIONALLY DELETED

J.5 INCLEMENT WEATHER OR OTHER MATTERS AFFECTING COMPLETION OF LOT GRADING, DRAINAGE AND TREE PLANTING

The Owner shall make all reasonable attempts to ensure that final lot grading, sodding, landscaping and driveway surfacing are completed prior to occupancy. The Owner, if anticipating that there is an impediment to completing the requirements related to lot grading and landscaping prior to using and/or occupying the Lands and/or buildings may apply to the Municipality to permit occupancy prior to the completion of such Works. In such application, the Owner shall submit to the Municipality, to the satisfaction of the Municipality, reasons for the request with details as to where exemption is sought and written confirmation that the Works will be completed in accordance with a date established by the Municipality, and, in the meantime, no accessory structures, landscaping or fences shall be installed until the Works have been completed by the Owner and accepted by the Municipality.

In such cases, deposits associated with the outstanding Works shall be returned only when the requirements for these Works have been completed to the satisfaction of the Municipality. The Municipality is however, under no obligation to set or accept an alternate date and may insist on the completion of the applicable requirements prior to authorizing occupancy and use of the Lands. The applicable deposit shall also not be released until such Works are completed.

No more than one extension shall be provided for any lot and each request for an extension shall be accompanied by a fee payable to the Municipality in accordance with the then current fees by-law.

J.6 MAINTENANCE OF HIGHWAYS AND SIDEWALKS AFTER OCCUPANCY

Until such time as approved or directed by the Municipality in its sole discretion (or as otherwise set out herein), the Owner shall:

- a) be responsible for the maintenance of all highways and sidewalks, including the removal of snow, ice and ponding. The Municipality shall, as the agent of the Owner, remove snow from the highway and sidewalks until such time as the highways are assumed by by-law by the Municipality, at which time the Municipality shall be solely responsible for the maintenance of the highways and sidewalks. Until such time as the highways and sidewalks are assumed by by-law and the Guaranteed Maintenance Period has expired, the Municipality shall not be deemed to have assumed the highways and sidewalks pursuant to Section 31 of the *Municipal Act*;
- b) make appropriate arrangements to energize streetlights;
- c) be responsible for garbage pick-up;
- d) control dust from vacant lots and construction sites; and
- e) except for lots used as part of an approved stormwater detention system or containing approved sediment control measures, the Owner shall maintain all vacant lots in accordance with the then current property standards by-law by keeping the lots free from all tall grass, weeds, debris and litter, and graded in such a way to prevent the ponding of water.

J.7 MUNICIPALITY ENTITLED TO OBTAIN COURT ORDER

If a building or unit is occupied otherwise than in accordance with the provisions of this Agreement, the Owner agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality and shall pay all costs of the Municipality with respect to obtaining and enforcing such an order.

J.8 OCCUPANCY OF BUILDINGS

The Owner agrees not to permit occupancy of any building or part thereof for which building permits have been issued, with the exception of approved model homes or sales offices for which a separate permit has been established with the Municipality, until all Works required under this Agreement for issuance of a Building Permit and occupation are completed; construction of the building has been completed in accordance with the requirements of the Ontario Building Code; the Owner has demonstrated compliance with the applicable zoning by-law and any other municipal by-laws; and, that the water distribution and sanitary sewer collection services have been tested and approved and are operating in accordance with the conditions established by the Municipality or suitable private sanitary and water services have been installed and connected where the development is approved on private or partial services.

Notwithstanding or limiting the generality of the foregoing, the Owner agrees not to permit occupancy of any building or part thereof until:

- a) conditions for occupancy under the Building Code have been satisfied;
- b) an Engineer has certified that the grading and drainage of the lot has been completed in accordance with all specifications and requirements of the approved lot grading plan except that final grading, grading and seeding and/or sodding and lot landscaping may be subsequently completed in accordance with this Agreement; and that subdivision drainage and stormwater measures are in place and properly functioning to serve the lot;
- c) the Owner has submitted a certificate from an Ontario Land Surveyor indicating that the building complies with the municipal zoning by-law;
- d) the Owner's Engineer has submitted a certificate, certifying that the elevation of the footings and top of the foundation are in conformity with the overall lot grading plan and the requirement that all foundations be constructed so that the footing and drains are located a minimum of 0.5 m above the seasonal high groundwater level;
- e) the Owner has made arrangements for the installation of a water meter in accordance with the Municipality's requirements, where development is serviced by a municipal water system, and has made arrangement with the Municipality for water billing;
- f) the Municipality has received confirmation that the Owner has met all requirements of the responsible authorities for the provision of utilities, and that the building is connected to utilities in accordance with the requirements of those authorities; and
- g) the Owner has satisfied the Municipality that all berms, fencing, retaining walls and acoustic barriers have been installed and completed in accordance with Approved Plans.

Prior to occupancy of any new buildings or structures and/or prior to any new uses being undertaken, the Owner's Engineer shall provide the municipality with an Occupancy Certificate outlining to the satisfaction of the Municipality that the conditions for occupancy have been met.

The Owner agrees that it is responsible for ensuring that all construction complies with the standards and provisions of the Municipality's zoning by-law and the requirements of this Agreement fully indemnifies the Municipality of any obligation, responsibility or liability in regard thereof.

The Owner agrees that it shall take all responsibility for, and fully indemnifies the Municipality, for occupancy occurring prior to the final grading, sodding and landscaping of the lot. The Owner further agrees that the developer of the subdivision and/or the Municipality may enter upon the lot to complete or make any alteration to the required Works to ensure proper grading, drainage and landscaping of the lot and/or subdivision regardless of any transfer of the lot ownership and/or occupancy.

J.9 OWNER TO ENSURE REQUIREMENTS MET AND PROVIDE SUFFICIENT TIME FOR MUNICIPAL REVIEW

The Owner shall ensure that all requirements are met in advance of using and/or occupying the Lands and/or buildings and acknowledges that the Municipality is under no obligation to accept or authorize occupancy, until it has had a reasonable time, as the Municipality may determine acting reasonably, to review the information and process the request for occupancy.

J.10 SEASONAL HIGH GROUNDWATER LEVEL

“seasonal high groundwater level” as used in this Schedule “J” means the elevation of groundwater on the Lands during average highest seasonal condition based on observed groundwater conditions and soil profiles as determined by a qualified soils Engineer or hydrogeologist in accordance with the requirements of the Municipality.

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SCHEDULE "K"

GENERAL CONDITIONS OF APPROVAL

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

K.1 ARCHAEOLOGICAL ASSESSMENT

The Owner shall carry out an archaeological assessment of the entire development property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry designated by the Province of Ontario confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

K.2 SPECIES AT RISK ASSESSMENT

The Owner shall carry out a species at risk assessment of the entire development property by a qualified person. Should the existence or potential existence of any species at risk be identified, the Owner shall work with the appropriate conservation authority and the Ministry designated by the Province of Ontario to obtain the necessary approvals or clearances as required by governing legislation. No demolition, grading or other soil disturbances shall take place on the subject property prior to this.

K.3 STREETLIGHTING

The Owner shall install asset identification tags as provided by the Municipality and in the locations as shown on the Approved Plans on all municipally owned streetlight poles within the subdivision. Asset identification tags can be requested once all streetlighting has been installed and energized in accordance with the Approved Plans. Asset identification shall be installed as per the "Right-of-Way Infrastructure Standards" and can be requested through the Development Services Field Coordinator and arrange for pick up at 165 Ferndale Drive North.

K.4 COMMUNICATION/TELECOMMUNICATION INFRASTRUCTURE

The Owner shall ensure that sufficient wire-line communication/telecommunication infrastructure is currently available within the Approved Plans to provide communication/telecommunication service to the Plan. The Owner shall pay for the connection to and/or extension of the existing required infrastructure or demonstrate to the Municipality that sufficient alternative communication/telecommunication facilities are available with the proposed Plan to enable, at a minimum, services for emergency management services (i.e. 911 Emergency Services).

K.5 COMMUNITY INFORMATION MAP

The Owner agrees that prior to entering into any agreement of purchase and sale relating to any lot or block on the Plan, it shall provide and post display plans in all sales offices and/or provide copies for viewing to every purchaser which clearly indicate the location of the following facilities in relation to the lot or block proposed to be transferred:

- a) land uses (Industrial and EP)
- b) major utilities (high voltage, overhead hydro, substations, transformers)
- c) locations of all fencing
- d) collector or arterial roads (number of lanes and bike lanes)
- e) Future road extensions
- f) Transit routes
- g) Existing and future rail facilities
- h) Landscape Plans & Utility Plans
- i) Stormwater Management Facilities

K.6 CONSTRUCTION ACT

The Owner shall comply with all provisions of the *Construction Act*, R.S.O. 1990, c.C.30 (the "Construction Act"), and without limiting the generality of the foregoing, shall hold in its possession all statutory holdbacks and any additional funds required to be held by the *Construction Act*. These holdbacks and funds shall not be disbursed except in accordance with the *Construction Act*.

The Owner shall at its expense, within thirty (30) days of receiving written notice from the Municipality to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered under the *Construction Act*, which may affect the Lands or

Works, including Highways, road allowances and other lands, and which arise out of performance of this Agreement by the Owner.

The Owner shall indemnify and hold harmless the Municipality from all losses, damages, expense, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of failure, neglect, or refusal by the Owner to comply with the *Construction Act*, or by reason of any action brought against the Municipality under the *Construction Act*, and arising out of the performance of this Agreement by the Owner.

The Municipality may, at any time after the expiry of the thirty (30) day period of written notice referred to above, authorize the use of all or any part of the performance security or deposits required under this Agreement:

- a) to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered under the *Construction Act*, which may affect any Lands subject to this Agreement, including Highways, road allowances and other lands; and
- b) to pay the Municipality any amounts owing the Municipality under this Section.

The Owner acknowledges that the Municipality shall not be required to reduce or release any security or deposit until the Municipality is satisfied that all of the provisions of this Section have been complied with.

Where this Agreement requires that proof of no liens filed must be provided the requirement may be fulfilled by provision of a written notice from the Owner's solicitor or Engineer which certifies that:

- a) all contractors for the Works for which a reduction or release is sought have been paid in full;
- b) the applicable lien periods have been completed; and
- c) no liens have been brought or registered.

Such correspondence shall also explicitly acknowledge that the Municipality shall rely on such certification and that the author fully indemnifies the Municipality of any subsequent claim, actions, or costs arising from such reliance and shall ensure that any subsequent claim or action is discharged to the satisfaction of the Municipality at no cost to the Municipality.

K.7 RIGHT OF WAY ACTIVITY PERMIT (ROWAP) AND ENTRANCE APPROVALS

The Owner shall, when installing or carrying out works on existing municipal roads, obtain a Right of Way Activity Permit ("ROWAP"), or alternate Municipal approval. The Owner shall provide a cash deposit in an amount satisfactory to the Municipality to guarantee the performance of the Owner's obligations pursuant to the ROWAP and to indemnify the Municipality for any costs incurred as a result of works undertaken on the road allowance(s). The deposit is a pre-estimate only and the Municipality shall be completely indemnified by the Owner for any costs or damages incurred by the Municipality as a result of any works undertaken on the Municipality's road allowance(s).

The Owner acknowledges and agrees that, in constructing entrances on any assumed municipal road, it shall be responsible for obtaining an ROWAP for each entrance from the Municipality, and that it shall be required to carry out any and all works specified in the ROWAP for the Development of the site and that such entrance improvements shall include drainage alterations so as to direct drainage away from the traveled portion of the entrance and the Highway. Such approvals will automatically form part of this Agreement by reference to the requirements for the approvals, but shall not be appended to this Agreement for registration purposes. If the Owner fails to comply with any terms and conditions of the approvals, or fails to make modifications or changes required by the approvals, the Municipality shall have the right to enter onto said land to conduct all works necessary to comply with the terms and conditions of the approvals, or to effect modifications and changes up to and including the date of the submission of the Declaration of Completion as certified by the Engineer. All securities and deposits held under this Agreement shall also stand to secure the works for entrances. The Owner further acknowledges and agrees that for the purposes noted above, the Municipality shall be entitled to realize upon any securities and deposits filed by the Owner with the Municipality, under the terms of this Agreement to be applied towards costs incurred by the Municipality in conducting any required works on said Lands or roads allowance.

K.8 DAMAGE AND DEBRIS

The Owner shall, prior to the completion of the Subdivision or when required by the Municipality, whichever is earlier, repair any damages caused to an existing road, road allowance or existing structure or plant located on the road allowance as a result of the development, and shall pay for any costs involved in re-location of existing services such as ditches, etc., which may be necessary by reason of this development. Such works shall be considered to be Works or services for the purposes of this Agreement and shall be subject to all associated applicable requirements or restrictions of this Agreement.

The Owner further agrees:

- a) that all lands owned by the Municipality outside of the limits of the Plan that may be used by the Owner or employees of the Owner or others during the construction of the Works as well as all buildings and structures within the Plan shall be kept in a good and usable condition

during the construction period and, if damaged by the Owner or parties employed by the Owner in construction of the said Works, buildings and structures, will be repaired or restored immediately;

- b) not to foul the public roads, outside the limits of the Plan, leading to the Lands, and further agrees to provide the necessary persons and equipment to be available on reasonable notice at all times to keep such roads clean and that all trucks making deliveries to or taking materials from the Plan shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish or debris on the abutting Highways;
- c) that, if in the opinion of the Municipality, the aforementioned requirements are not complied with, the Municipality will do the work as required and the Owner shall upon demand pay to the Municipality the full cost thereof and that the Municipality may draw on any security or deposit filed pursuant to this Agreement if the Owner fails to make the payment demanded by the Municipality;
- d) not to allow and to restrain, insofar as it is able to do so, all others, from depositing junk, debris, or other materials on any lands within the Plan, including lands to be dedicated for municipal purposes, vacant public land and private land;
- e) to clear, as required by notice from the Municipality on a seasonal basis, all debris from catch basins and other maintenance holes and that the Municipality shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within forty-eight (48) hours of being advised to do so;
- f) to clear debris and garbage on any land within the Plan if so requested in writing by the Municipality and that the Municipality shall have the authority to remove such debris and garbage at the cost of the Owner if the Owner fails to do so within forty-eight (48) hours of being advised to do so; and
- g) to maintain satisfactory personnel and equipment available to sweep the Highways within the Plan on a monthly basis or as directed by the Municipality, and this operation will continue until the Assumption by the Municipality.

Once any unit is occupied in the Plan, Highways must be cleaned at least once a week, and no Highway shall be occupied by building materials, mounds of soil, debris or construction equipment.

K.9 EMERGENCY WORKS AND EMERGENCY DEPOSIT

At any time prior to the end of the Guaranteed Maintenance Period, if any of the Works do not function or do not function properly or, in the opinion of the Municipality, require necessary immediate repairs to prevent damage or hardship to any persons or to any property, the Municipality may enter upon the Lands and make whatever repairs may be deemed necessary and the Owner shall pay to the Municipality, immediately upon receipt of a written demand, all expenses (including engineering fees), based upon the cost of the work incurred in making the said repairs. If the Owner fails to make the payment as demanded by the Municipality, the Municipality shall be entitled to draw upon any security filed pursuant to this Agreement. The Municipality agrees to advise the Owner within ten (10) days from the date of entry by the Municipality of the nature and extent of the emergency and repairs which were necessary. Such undertaking to repair shall not be deemed an Acceptance of the Works by the Municipality or an Assumption by the Municipality of any liability in connection therewith and shall not release the Owner from any of its obligations under this Agreement. In the event that the Municipality is required to draw upon any security filed pursuant to this Agreement in accordance with this section, the Owner shall be responsible to "top-up" or replace the security in the amount drawn by the Municipality.

K.10 EXISTING SERVICES

The Owner agrees to repair any damage to any existing municipal services, works or facilities, whether assumed by the Municipality or otherwise and whether within the Plan or external, caused by the installation, construction or repair of the Works required by this Agreement or otherwise caused by the development of the Lands within the Plan until the Works have been assumed by the Municipality. Without limiting the generality of the foregoing or limiting the liability of the Owner, should there be a breach of this provision; the Owner shall repair the existing municipal services upon being notified by the Municipality to do so. A failure by the Owner to repair or rectify such damage to existing municipal services shall entitle the Municipality to draw upon any security filed pursuant to this Agreement.

K.11 EXTERNAL DRAINAGE AREAS

The Owner agrees that if any of the Drainage Works required under this Agreement result in drainage through other lands, if required by the Municipality, all such work shall be carried out by the Owner in accordance with the Municipality's Storm Drainage Guidelines. The design is to be based on the run-off expected from the said Lands when completely developed and must meet the requirements of the Municipality. The drainage work, and acquisition of the lands or required easements, shall be completed by the Owner at its expense and the provisions of this Agreement respecting completion, approval and entry by the Municipality shall apply *mutatis mutandis*.

K.12 WATERMAINS

Where applicable as a result of provision or intended provision of municipal water services, the Owner agrees to:

- a) install a complete system of watermains and appurtenances to service the Lands included in the Plan in accordance with the Municipality's requirements;
- b) adjust the grade of any or all water services boxes, valve chambers, valve boxes and hydrants as may be required by the Municipality;
- c) maintain all watermain services and appurtenances until assumed by the Municipality; and
- d) not open or close any valve, hydrant or gate in any watermain connected into and served by the Municipality's system of water supply, or alter or interfere with same in any matter.

K.13 FIRE COMPLIANCE MEASURES

The Owner agrees to comply with all relevant provisions of the *Ontario Fire Code* and acknowledges that all fire hydrants shall be maintained in operating conditions and shall be readily available and unobstructed for use at all times.

The Owner covenants and agrees that if the development occurs in phases, the Owner shall prepare a Phasing Plan to the satisfaction of Barrie Fire and Emergency Services to ensure adequate water supply and firefighting access.

The Owner covenants and agrees that the plans and drawings referred to in this Agreement and all Works constructed on the Lands shall follow and be in accordance with all fire regulations of the Municipality and other jurisdictions, and the Owner shall incorporate into the development on the Lands such proper works and facilities as may be required by the Municipality's Building and Fire Officials having jurisdiction in respect of the construction and operation of the development of the Lands. The following shall be undertaken by the Owner:

- a) the fire access routes, as shown on the Approved Plans, shall be kept clear at all times;
- b) the fire access routes shall not be obstructed by waste or other materials during construction;
- c) during construction, the Owner shall ensure that combustible waste materials do not accumulate on the Lands in such quantities so as to constitute a fire hazard;
- d) no open burning shall be undertaken unless a Burning Permit has been issued by the Municipality at the request of the Owner;
- e) the Owner shall ensure that emergency phone numbers for the Fire Department are posted on the site during construction and that an adequate supply of portable extinguishers are kept on site at all times during construction (the type and location of all extinguishers shall be confirmed with the Municipality prior to the commencement of combustible construction);
- f) any temporary heating with propane undertaken by the Owner shall be in accordance with the installation code for propane burning appliances and equipment; and
- g) such number of fire hydrants and size of watermains as approved by the Municipality shall be located on the lands.

The Owner covenants and agrees that where deemed necessary by the Municipality, the Owner shall submit a Fire Break Plan showing the sequence of construction on individual lots and fire control measures. No construction of buildings or structures may commence until such a plan is approved by the Municipality.

The Owner covenants and agrees that lots will be clearly delineated and designated as firebreak lots on the plan. Fire Break Plan(s) shall include:

- a) The legal description of the property.
- b) The location and orientation of all relevant property lines.
- c) The dimensions along the property lines and any part that is 11 meters (36 feet) or less.
- d) The location of all designated firebreak lots.
- e) All relevant street names, lot numbers, legal address (if available) of each lot and any other relevant information deemed necessary to clearly identify pertinent information.

The Owner covenants and agrees that the Municipality's Chief Building Official and/or the Fire Chief may establish additional requirements for a Fire Break Plan to suit the site and/or building(s).

The Owner covenants and agrees that a partial building permit (foundation only) may be issued for firebreak lots.

The Owner covenants and agrees that notwithstanding that a Building Permit may have been issued for lots designated as firebreak lots, no construction above the level of the top of the first floor assembly shall proceed until a full building permit has been issued.

The Owner covenants and agrees that a firebreak lot shall be maintained free of all construction material, equipment, and debris.

The Owner covenants and agrees that the Owner must receive release of the firebreak lot prior to issuance of a full Building Permit for construction on a previously designated firebreak lot.

The Owner covenants and agrees that a building inspector will determine when the full building permit can be released for the firebreak lot(s). Once the adjacent buildings comply with requirements, the Owner must submit an inspection request and an inspection is required to verify compliance.

The Owner covenants and agrees that where construction of a building or structure proceeds on any lot in contravention of the fire break requirements, the Municipality may take any action necessary to enforce this Agreement and may use the securities provided by the Owner for the purposes of associated administrative and legal cost recovery.

The Owner covenants and agrees that where building permits have been issued to permit the construction of model homes or sales offices, access for firefighting and water supply availability shall be maintained at all times during construction and the Owner acknowledges and accepts that the Municipality may have restricted ability to respond to a fire or emergency in the absence of full servicing of the area and the Owner indemnifies the Municipality fully and completely in regard to any claim or liability associated with the occupation and use of the model homes and sales offices.

The Owner covenants and agrees that a request may be made to amend the Fire Break plan. The approval of any change is at the discretion of the Municipality subject to receipt of the required revision fee. All amendments to a previously approved Fire Break Plan are to be submitted to the plans examiner assigned to the file for circulation and review.

The Owner covenants and agrees that notwithstanding above, the Municipality's Chief Building Official and/or the Fire Chief may amend these requirements or the Fire Break Plan to suit the site and/or building(s).

K.14 FIRE HYDRANTS

- a) The location, number and colour of fire hydrants shall be subject to the approval of the Municipality.
- b) Anti-tampering devices must be installed on all fire hydrants located within the Lands covered by this Agreement. These devices must not be removed until the Acceptance of the Works has occurred or as directed by the Municipality. The maintenance of these devices will be the responsibility of the Owner. If the anti-tampering devices are not maintained by the Owner, the Municipality may draw on any security filed pursuant to this Agreement to complete the necessary work to the satisfaction of the Municipality.

K.15 GRADING AND DRAINAGE

It is the Owner's responsibility to:

- a) not permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins connected to Municipal storm sewers or ditches and the grades and drainage facilities shall be so established as to provide roof water onto the internal system, to implement and maintain an on-site stormwater management system to limit storm run-off from the site to a predevelopment rate of flow;
- b) to obtain approval from the MECP, the Conservation Authority and the Municipality with regard to stormwater management facilities;
- c) to implement, monitor and maintain an on-site stormwater management system designated according to the policies and criteria of the Municipality;
- d) to implement, monitor and maintain on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Municipality and to allow the Municipality and its agents in perpetuity, access to the Lands to inspect roof drains, inlet control devices and stormwater management facilities;
- e) submit an overall grading control plan for the Subdivision to establish the proposed grading of the Lands to properly drain the Subdivision and all adjacent lands which drain through the Subdivision which plan is to be designed using the Municipality's design criteria, standards, specifications and good engineering practices;
- f) submit individual engineered development plans for each lot to be prepared to provide further grading details and which conform to the grading control plan and acknowledges that no building permits will be issued until such plans have been approved by the Municipality;
- g) grade the Lands in conformity with the elevations and spot levels shown on the individual lot grading plans as approved by the Municipality and accordance with the Municipality's design, criteria, standards, specifications and good engineering practices;
- h) correct or rectify any drainage problems by altering the grade by constructing catch basins, swales, retaining walls or other structures as may be necessary to correct or rectify such problems, if, in the opinion of the Municipality such problems occur due to improper grading or due to non-compliance with the approved grading control and individual development plans;

- i) correct or rectify any grading deficiencies to the satisfaction of the Municipality within four (4) weeks, weather permitting, of being notified by the Municipality of deficiencies; and
- j) lay topsoil to minimum depth of 200mm and to place sod on the front, side and rear yards and within the boulevards of each of the lots or part lots or blocks, except for paved or planted areas, prior to the occupancy of any buildings or structures unless granted an extension as provided for this Agreement.

K.16 HAUL ROUTE AND TRAFFIC CONTROL

The Owner acknowledges and agrees that the Municipality shall have the right to designate and limit access to the Lands from Highways adjacent thereto.

The Owner covenants to gain access to the Lands during the period of construction only by way of the following road(s):

Big Bay Point Road, Bayview Drive, Fairview Road and Essa Road.

No roadway outside the limits of the Lands may be blocked or closed without the written consent of the Municipality. For the purposes of obtaining consent, the Owner shall make a request in writing indicating the date, time and duration of the closure of blocking a minimum of five (5) days in advance of time it wishes to block or close the road. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Owner.

During construction, where required due to construction or related activity on a public road, traffic control shall be provided in accordance with all provincial and municipal requirements. "Construction Ahead" signs are to be placed on all roads approaching the construction site; and no construction equipment is to be parked on adjacent roads.

K.17 HIGHWAYS

The Owner agrees to:

- a) obtain the approval of the Municipality for the granular and stone bases for municipal services on all roads prior to laying the base course of asphalt;
- b) pave the traveled portion of all roads with base and top course asphalt surfaces, with concrete curbs and gutters and catch basins drained by storm sewers as directed by the Municipality;
- c) be responsible for the clean-up and repair of all Highways upon which obstructions or mud and dust are created or which are damaged by the installation and maintenance of any Works, regardless of the persons responsible for the obstructions, mud, dust or damage and to undertake such works as are necessary to clear and clean the Highways or repair the damage within twenty-four (24) hours of verbal notification, and that, if the Owner fails to comply, the Municipality shall be entitled, but not obligated, to arrange for the necessary work to be undertaken at the Owner's expense and to draw upon any security provided under this Agreement to the extent necessary to pay such costs in connection therewith; and
- d) maintain all roads for vehicular traffic and maintain all sidewalks on all roads for pedestrian traffic during all phases of construction until such roads been assumed by the Municipality.

K.18 INSPECTION BY MUNICIPALITY OF ALL WORKS

The Owner agrees that the Municipality, its employees, agents and contractors or any other authorized persons may inspect all Works and the construction under any contract thereto, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said construction itself. If the construction of Works is not, in the opinion of the Municipality, being carried out in accordance with the provisions of this Agreement or in the accordance with good engineering practices, the Municipality may issue instructions to the Owner and/or to the Owner's Engineer to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, in which case the Municipality shall confirm them in writing within ten (10) days. If neither the Owner nor the Owner's Engineer is present at the site of the Works to receive such verbal instructions, the Municipality may instruct the contractor(s) to cease work immediately.

K.19 RELOCATION OF UTILITIES AND OTHER SERVICES IN MUNICIPAL RIGHT OF WAY

The Owner shall be responsible for verifying the location of all existing and proposed utilities within the right-of-way. The Owner will be required to pay all costs associated with the relocation of utilities as may be required.

The Owner shall make all necessary arrangements and be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works, services and facilities required under this Agreement.

K.20 LOCATION OF WATER SERVICE BOXES

Water services boxes for each lot are not to be located in a proposed driveway unless otherwise directed by the Municipality or as shown on the approved servicing plan. The Owner agrees to relocate any water service box out of any proposed driveway that has not been approved by the Municipality or as shown on the approved composite utility plan.

K.21 MUNICIPALITY MAY REPAIR ALL WORKS

In the event that the Owner fails to keep any of the Works in a proper state of repair up to the end of the Guaranteed Maintenance Period, the Municipality may upon notice to the Owner, enter upon the Lands and make such repairs as are necessary and the Owner shall upon demand pay to the Municipality the cost thereof. If the Owner fails to make the payment as demanded by the Municipality, the Municipality shall be entitled to draw upon any security or deposit filed pursuant to this Agreement.

K.22 NEGATIVE IMPACT ON WATER SUPPLY AND THE ENVIRONMENT

If, at any time prior to the Assumption of Works, the Municipality believes that the construction and operation of the development has caused a negative impact to the environment and/or the water supplies of an individual, or individuals, and that that impact would be considered unacceptable according to the applicable provincial standards, policies and/or guidelines, the Municipality shall notify the Owner in writing with a copy to the relevant Provincial authority. The Owner, within twelve (12) hours of receipt of such notice shall make available to any impacted individual, or individuals, a temporary supply of water equivalent in quantity and quality, or shall compensate the impacted individual, or individuals, for their reasonable costs in doing so. The Owner shall also immediately carry out an assessment, which may include technical investigations and testing, to determine the cause of the impacts to the water supply or environment and shall prepare a corrective action plan. Both the investigation and the corrective plan shall be prepared at the cost of the Owner and shall be undertaken to the satisfaction of the responsible Provincial authority and the Municipality. If necessary the Owner shall immediately cease operations or modify its operations and take any other necessary actions to prevent additional or future impacts.

If a temporary water supply or other mitigative measure is required under the conditions of this Agreement, the temporary water supply or mitigative measure shall be provided and maintained by the Owner until such time as the Owner has demonstrated to the satisfaction of the responsible Provincial authority and the Municipality, at their sole and unfettered discretion, that either the construction, management, operation or use of the Lands has not caused the impact, or, that corrective actions have been taken so as to prevent or restore the water supply and/or environment and to prevent recurrence of the impact.

This requirement and any associated conditions do not create any responsibility for the Municipality for the reporting of any impairment or impact nor any obligation to corrective measures and such obligations shall remain fully and completely the Owner's obligations.

K.23 OUTSIDE STORAGE

The Owner acknowledges and agrees that, unless otherwise provided for and specified as to location and requirements in a plan submitted to and approved by the Municipality, no outdoor storage is permitted on the Lands.

The Municipality acknowledges that during construction and development of the Lands, construction equipment may be temporarily stored on the Lands. However, such equipment must be maintained in a good state of repair so as to not result in site contamination by leakage or spills; no maintenance of construction equipment is to occur on the site; equipment should be safely and securely stored; and, no storage of hazardous materials, including fuels, is to occur on-site.

The Municipality acknowledges that during construction and development of the Lands, construction materials and solid refuse bins must be stored on the lots on which construction has commenced or a Building Permit issued. All such materials must be stored in a safe, neat and tidy manner and any refuse promptly collected and appropriately disposed of.

The temporary storage of materials and equipment may also occur in a temporary area within the development where the Owner has prepared a plan showing the location and nature of materials to be stored, outlining the conditions and expected time period for storage, any mitigative measures to prevent impacts to adjacent lands, and has received the Municipality's approval for the temporary construction storage plan.

Notwithstanding the above paragraphs, the Municipality may direct that the stored equipment or materials be moved to an alternate location on the Lands, or be removed entirely from the Lands, where, in its opinion, such storage contradicts the intent of this clause of this Agreement, or where such storage represents an unreasonable aesthetic impairment to adjacent users or has the potential to impair the environment.

Where soils or aggregate materials are to be temporarily stored in stockpiles on the development site, a storage plan shall also be prepared and submitted by the Owner. Such a plan shall show the location and nature of materials, any mitigative measures associated with drainage or to prevent impact to neighbouring

properties, and expected time periods for storage and site remediation. No storage shall occur until the Municipality has approved the storage plan.

K.24 OWNER TO RETAIN ENGINEER / LANDSCAPE ARCHITECT

The Owner agrees to retain an Engineer to prepare the design of grading, site and external servicing plans, municipal service connection designs, and stormwater management reports which are to be submitted to the Municipality. The Engineer or a successor shall be approved by the Municipality and shall carry out all necessary engineering for the development of the Plan in accordance with this Agreement.

The Owner agrees to retain a Landscape Architect to prepare all plans pertaining to the proposed landscape works, which include but are not limited to, tree Preservation/removals, landscape, boulevard planting, fencing, stormwater pond planting and restoration planting. The Owner also agrees to retain a Landscape Architect for all inspections, in which the reports are to be submitted to the Municipality and shall carry out all necessary landscape architectural responsibilities for the development in accordance with the Approved Plan(s) and this Agreement. The Owner's agreement or contract with its Engineer and Landscape Architect shall include design, full-time supervision and shall provide that the Municipality may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction if, in its opinion, based on its sole and unfettered discretion, the work or construction is being performed in a manner that may result in a completed installation or construction that would not be satisfactory to the Municipality. The failure of the Owner to incorporate such clauses in its contract shall in no way limit the Municipality's ability to carry out such action(s). The Owner's Engineer and Landscape Architect will be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the approved Engineering Drawings and other Approved Plans and reports, prior to the reduction of the Letter of Credit held for engineering-related and landscape works. The certificate, or certificates, shall be in a format acceptable to the Municipality.

The Engineer and Landscape Architect, or an approved successor, shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Municipality.

The Engineer and Landscape Architect shall provide, during all hours of construction, competent on-site supervision of all Works required to be done pursuant to this Agreement.

K.25 PAVEMENT MARKINGS

The Owner shall install pavement markings for the Subdivision.

K.26 RETAINING WALLS

The Owner will be responsible for maintenance of any retaining wall which may be constructed, installed or erected on the Lands prior to the Assumption of the Works.

K.27 SANITARY AND STORM SEWERS

Where applicable as a result of provisions or intended provision of municipal sanitary or storm sewer services, the Owner agrees to:

- a) install a complete system of sanitary and storm sewers and appurtenances to service the Lands included in the Plan in accordance with the Municipality's requirements and Ontario Provincial Standards Specifications;
- b) connect and drain all sanitary and storm sewers and to outlets approved by the Municipality or such other governmental authorities as may be applicable;
- c) maintain all sanitary and storm sewers and appurtenances until the end of the Guaranteed Maintenance Period by the Municipality. All maintenance records shall be supplied to the Municipality prior to Assumption;
- d) not connect the roof drainage system to the sanitary sewer system;
- e) confirm through field testing, such as smoke test, dye test or other approved alternative, that all pipes are correctly connected.

K.28 SEWER DIGITAL RECORDING INSPECTION PROGRAM

The Owner agrees to:

- a) undertake and pay for a sewer digital recording inspection program for all new storm and sanitary sewers, including laterals, constructed as part of the Works for the Plan prior to Acceptance and prior to Assumption. These works shall be undertaken by a qualified provider, to be approved by the Municipality prior to video inspection being undertaken;
- b) provide the Municipality with digital recordings and written reports in a format as specified by the Municipality;
- c) carry out the digital recording inspection:
 - i) prior to completion of base course asphalt prior to Acceptance of the below ground Works;

- ii) prior to Assumption of the below ground Works; or
 - iii) at any other time if required by the Municipality.
- d) remove all silt and debris from the sewers prior to the digital recording inspection taking place and to rectify any sewer deficiencies that may be outlined in the report or as required by the Municipality's digital recording inspection report;
 - e) at the Municipality's request, provide documentation based on approved testing methods confirming that all pipes conform to specifications related to maximum limits of deformation and deflection of materials.

K.29 SIDEWALKS

The Owner agrees to construct all sidewalks and public walkways and to pave same in accordance with the Municipality's specifications and to the satisfaction of the Municipality.

K.30 SIGNS

The Owner agrees to:

- a) erect temporary signs to standards of the Municipality at all Highway intersections in the Plan prior to the commencement of construction of any buildings or structure, and to maintain such temporary signs until permanent signs are erected; and
- b) to erect permanent signs when all grading of Highways have been completed to the satisfaction of the Municipality and to maintain such signs until Assumption by the Municipality.

K.31 SIGNAGE FOR EMERGENCY PURPOSES

Prior to any Works commencing on the Lands, the Owner shall post signage on the Lands indicating "For Emergency Assistance (Police, Fire, Ambulance) dial 9-1-1" and including servicing address as the emergency location all to the satisfaction of the Municipality.

K.32 SITE SAFETY AND SECURITY

The Owner shall do, cause to be done, or refrain from doing, any act or thing as directed by the Municipality if at any time the Municipality considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws. If the Owner fails to comply with such direction, the Municipality may take action to remedy the situation at the expense of the Owner and in this regard the Municipality also shall be entitled to draw upon any security or deposit filed by the Owner under this Agreement.

During construction and until all site development activity is complete, all construction areas and potentially hazardous areas of the site shall be secured with safety fencing and/or hoarding so as to prevent, restrict or properly protect all public access and the site shall be signed accordingly, at all times.

Where Works are located adjacent to public roads, sidewalks, trails or other areas to which the public has access, the construction site shall be secured with necessary protection measures, including overhead protection, and signed to ensure that there is no hazard to the public.

Appropriate signage and/or other measures shall be used to ensure that equipment entering the site does not interfere with or damage overhead or underground services, and the Owner shall be responsible for repairing any damage to such works as well as any liabilities arising from such damages and associated service interruption.

It shall be the Owner's sole responsibility to identify all potentially hazardous areas and install necessary protective works.

K.33 STORMWATER MANAGEMENT

The Owner agrees to:

- a) implement a stormwater management system incorporating the recommendations outlined in a report listed in Schedule "C" to this Agreement and any subsequent addendum or reports are subject to approval of such by the Conservation Authority and the Municipality;
- b) to carry out all works and to obtain all necessary permits required to implement the situation and erosion control measures set out in a report listed in Schedule "C" to this Agreement and any subsequent addendum or reports are subject to approval or such by the Conservation Authority and the Municipality; and
- c) where required by statute or municipal by-law, apply for and obtain a permit for grading or site alteration works.

K.34 LANDSCAPE/STREETSCAPE WORKS

The Owner agrees to:

- a) install trees within the rights-of-way of all Highways and stormwater facilities to be dedicated to the Municipality, and/or individual lots or blocks in accordance with the approved Landscape Plan prepared by a Landscape Architect, as shown in Schedule "C" to this Agreement;
- b) submit detailed working drawings to the Municipality for approval prior to construction or installation;
- c) under supervision of a Landscape Architect, plant trees having the minimum caliper required by the Municipality in its approvals of landscaping plans and to guarantee such trees for two (2) years from the date of planting by the Municipality; and
- d) provide deposits and securities in the amount specified in this Agreement to the Municipality to ensure compliance with the street tree planting requirements for this Agreement, which security or deposit may be drawn upon in its full amount, if in the opinion of the Municipality, the Owner has not strictly complied with the requirements of this Section.

K.35 TESTS ON ALL WORKS

The Owner acknowledges and agrees that the Municipality may conduct, at the expense of the Owner, any tests that it considers necessary to satisfy itself as to the proper construction, installation or provision of the Works.

K.36 TRAFFIC CONTROL DEVICES

The Owner agrees to:

- a) erect temporary traffic control devices, conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when the Highways are completed to base course asphalt and to maintain the same until permanent traffic control devices are constructed;
- b) erect permanent traffic control devices conforming to the Municipality's specifications, at locations approved on the composite utility plan(s), when all grading of Highways have been completed and to maintain such Highways until Acceptance by the Municipality; and
- c) install automatic signal changers for emergency vehicles to the satisfaction of the Municipality at all locations where traffic control signals are installed as part of this Agreement and to maintain the same as required under this Agreement.

K.37 TURNING CIRCLES

INTENTIONALLY DELETED

K.38 USE IN ACCORDANCE WITH WATER BY-LAW(S)

The Owner acknowledges and agrees that the use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Municipality's water by-law(s). The Owner agrees not to use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Municipality and until a temporary water meter has been installed by the Municipality, at the Owner's expense, to record the amount of water used for flushing or testing. The Owner shall also be responsible for all costs associated with the maintenance of the temporary water meter.

K.39 UTILITIES

Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunication, etc.) for the Subdivision shall be installed (as total underground installation) at no cost to the Municipality. The Owner agrees to enter into an agreement or agreements with such applicable utility companies, to provide utilities as required, to satisfy all requirements, including, but not limited to, the maintenance and repair of their facilities and equipment until the Assumption of the Subdivision by the Municipality. All utility services shall be installed to the satisfaction of the Municipality in accordance with the Municipality's standards.

The Owner is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands, prior to registration of the Plan. The Owner agrees to pay to the Municipality the maintenance and energy costs for all illumination within the Plan until and prior to the date of Assumption.

It is the Owner's responsibility to ensure that the restoration of the area disturbed by the installation of utilities is completed in a manner and condition satisfactory to the Municipality in its sole and unfettered discretion.

K.40 UTILITY PLAN

The Owner agrees not to start construction of any Works until the composite utility plan or plans have been signed by all applicable authorities or unless otherwise approved by the Municipality.

K.41 VACANT LANDS

The Owner agrees to:

- a) rough grade, topsoil, seed and maintain all vacant lands within the Plan to the satisfaction of the Municipality;
- b) ensure that no dumping of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots, Park Services, walkways, environmentally designated or adjacent lands; and
- c) that should these requirements not be completed and the Works not maintained to the satisfaction of the Municipality, the Municipality will do the work as required and draw on any security filed pursuant to this Agreement for all costs so incurred.

K.42 WASTE MANAGEMENT

INTENTIONALLY DELETED

K.43 WINTER MAINTENANCE OF HIGHWAYS

The Owner shall snowplow and sand all Highways in the Plan until Assumption by the Municipality.

Prior to Assumption of any Highway, the Owner may make arrangements to have the Municipality carry out winter maintenance at the expense of the Owner on traveled portions of all such Highways that are connected by asphalt to assumed Highways if manholes and catch basins are ramped on base courses asphalt and to have the Municipality carry out winter maintenance at the expense of the Owner on sidewalks. The Owner acknowledges and agrees that such winter maintenance shall not constitute Assumption and it specifically absolves and indemnifies the Municipality from any and all loss or liability of every nature and kind whatsoever in connection with such winter maintenance.

Where snowplowing is to be provided by the Municipality, on or before the 15th day of October each year, the Owner shall, at its expense, ensure that the Highways are in a condition satisfactory to the Municipality. This requirement includes the adjustment of all ironworks and the removal of all obstructions within the road allowances to prevent damage to snow removal equipment or personnel, all to the satisfaction of the Municipality.

The Owner shall be responsible for all damages sustained by municipal snow removal equipment and personnel until Final Acceptance of the Highways, except such damage as may be caused by the negligent acts of the Municipality, its servants and agents.

The Owner agrees to pay a fee based on rates established by the Municipality for such work. Nothing shall be construed as being maintenance by the Municipality for the purposes of creating any statutory duty on the Municipality for the maintenance of Highways or with respect to the Assumption of the Highways, it being understood and agreed that the Municipality's status in this capacity is as a subcontractor or agent of the Owner and not as a municipality.

K.44 STREET NAMES

The Owner agrees that the Highways on the Plan of Subdivision shall bear names as approved by the Municipality.

K.45 STREET NUMBERS

The Owner agrees that the Municipality shall designate the street number for each lot or block.

K.46 SIGNS

The owner acknowledges that prior to purchase and installation of the approved signage as per the approved engineering drawings they shall provide the sign purchase order quote which shall include sizing, font, colour, and reflective sheeting and shall be confirmed with Development Services.

The Owner shall install asset identification tags as provided by the Municipality and in the locations as shown on the Approved Plans on all municipally owned signage within the subdivision. Asset identification tags can be requested once all signage has been installed in accordance with the Approved Plans. Asset identification shall be installed as per the "Right-of-Way Infrastructure Standards" and can be requested through the Development Services Field Coordinator and arrange for pick up at 165 Ferndale Drive North.

K.47 TRAFFIC CALMING

The owner will be responsible to implement traffic calming measures including associated pavement markings and signage as per the approved engineering drawings.

K.48 PARK SIGNS

INTENTIONALLY DELETED

K.49 MODEL HOMES AND SALES OFFICES

INTENTIONALLY DELETED

K.50 DEVELOPMENT OF PUBLIC PARKS

INTENTIONALLY DELETED.

K.51 CONSTRUCTION OF PARK WORKS

INTENTIONALLY DELETED.

K.52 PARK WORKS VEST IN THE MUNICIPALITY

INTENTIONALLY DELETED.

K.53 URBAN DESIGN/ARCHITECTURAL CONTRACT GUIDELINES

INTENTIONALLY DELETED.

K.54 CANADA POST

The Owner shall provide to the Municipality evidence that satisfactory agreements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation and as shown on the Approved Plans, at the time of sidewalk and/or curb installation. The Owner shall provide notice to prospective purchasers of the locations of CMBs and that business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of CMBs.

K.55 SOURCE WATER PROTECTION

If the Lands, or a portion thereof, have been identified as an area where an activity is, or would be, a Significant Drinking Water Threat under the *Clean Water Act, 2006*, S.O. 2006, c.22, the Owner shall comply with the Municipalities enforcement authority under Part IV (Regulation of Drinking Water Threats) of the *Clean Water Act 2006*, S.O. 2006, c.22.

The Owner agrees that permanent dewatering including but not limited to basement sump pumps and/or active foundation drainage installed less than 0.5m above the seasonal high groundwater level is prohibited (as per the City's Drinking Water Protection Policy section 5.1 as amended).

The Owner shall be responsible for complying with and satisfying all applicable policy requirements as laid out in the Municipality's Drinking Water Protection Policy.

Prior to Site Plan Approval or issuance of a Building Permit, the Owner shall submit a Hydrogeological Study in accordance with the City's Terms of Reference, which establishes the seasonal high groundwater conditions on the lots and the appropriate measures have been undertaken to comply with the Municipality's Drinking Water Protection Policy, to the satisfaction of the Environmental Risk Management and Compliance Branch.

The Owner acknowledges and agrees that if geothermal systems are to be included in design, consultation must first occur with the Municipality's Environmental Risk Management and Compliance Branch.

The Owner acknowledges and agrees that building supports are not permitted to be founded within the municipal supply aquifer in accordance with the Municipality's Drinking Water Protection Policy. Drawings provided for detailed design shall clearly note proposed elevations of foundation supports and shoring.

The Owner shall ensure that priority shall be given to directing downspout and/or roof drain and leaders to pervious surfaces. Should this not be feasible, runoff shall be directed away from pedestrian pathways, vehicle thoroughfares, and parking areas, limiting the distance runoff requires to travel prior to discharging to stormwater infrastructure.

K.56 CONSTRUCTION DEWATERING

The Owner acknowledges and agrees that any temporary construction dewatering directed to municipal infrastructure shall require an approved Discharge Agreement as per the Sewer Use Bylaw 2021-002, as amended. The Owner shall submit a completed Discharge Agreement application to the Environmental Risk Management and Compliance Branch no later than six (6) weeks prior to anticipated discharge.

Temporary dewatering discharge shall be directed to the storm sewer system. Pre-treatment may be required for the discharge to comply with the Sewer Use By-law 2021-002, as amended. Contingency measures cannot rely on the City's sanitary sewer system as a discharge location.

Temporary discharge to any municipal infrastructure may be denied if it is determined that the City's infrastructure cannot handle the additional volume, or the quality of the discharge expected during the development of the Site may cause an adverse effect.

K.57 PRIVATE WELLS AND SEPTIC

The Owner will be responsible for the identification, maintenance, and abandonment of any existing on-site wells and/or septic systems, all in accordance with the MECP

K.58 SAFE DRINKING WATER ACT

In accordance with the *Safe Drinking Water Act, 2002*, S.O. 2002 c. 23 (the "Safe Drinking Water Act"), the Owner acknowledges that as the legal owner of a drinking water system or part of a drinking water system, as defined in the Safe Drinking Water Act, the Owner must comply with the requirements of the Municipality Municipal Drinking Water License and the Drinking Water Works Permit, as amended. The Owner acknowledges that it is able to access electronic copies Municipality Municipal Drinking Water License and the Drinking Water Works Permit, as amended, through the Municipality's external website, and has reviewed and is familiar with the requirements and obligations thereunder.

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SCHEDULE "L"

SPECIAL CONDITIONS OF APPROVAL

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

L.1 PHASING

INTENTIONALLY DELETED

L.2 PHASING PLAN

INTENTIONALLY DELETED.

L.3 CONSERVATION AUTHORITY APPROVALS

The Owner agrees that, where required under Regulations 179/06 or successors, prior to any site alteration, a permit for works shall be obtained from the Conservation Authority.

Where such an approval of the Conservation Authority is required, the Owner acknowledges and agrees that it shall be responsible for obtaining the required permit(s) at its costs from the Conservation Authority, and that it shall be required to carry out any and all works specified in the Permit(s) for the development of the Lands and that such improvements may include drainage alterations so as to ensure appropriate control of the quantity and quality of runoff from the Lands. Such permit, where not conflicting with or contradicting with this Agreement, will automatically form part of this Agreement for registered purposes.

If the permit conflicts with or is contradictory in any way to this Agreement, the Owner shall, prior to undertaking any such works, obtain approval for amended drawings and design and enter into any necessary amendment to this Agreement, or additional agreement, subject to approval of the Municipality.

If the Owner fails to comply with any terms and conditions of the Permit, or fails to make modifications or changes required by the Permit, the Municipality, whether or not required to do so by the Conservation Authority, shall have the right to enter onto the Lands and conduct the works necessary to comply with the terms and conditions of the Permit, or to effect modifications and changes up to and including the date of Acceptance of the affected Works by the Municipality.

The Owner acknowledges and agrees that for the purposes noted above, the Municipality shall be entitled to realize upon any securities and deposits filed by the Owner to be applied against costs incurred by the Municipality, including administrative fees, in accordance with the procedures and references set out for use of securities and deposits as set out in this Agreement. The Municipality may also use any other legal means of cost recovery as set out in this Agreement.

The Owner agrees to ensure that proper erosion and sediment control measures will be in place prior to any site alteration. All major stormwater management facilities (e.g. stormwater management ponds) must be in place prior to the creation of any impervious areas such as roads and buildings.

The Owner agrees to engage at its cost a qualified Engineer to certify that the works required by the Permit(s) were constructed in accordance with the plans, reports and specifications as approved by the Conservation Authority.

L.4 ARCHAEOLOGICAL CONDITIONS – PLAN OF SUBDIVISION BLOCKS

INTENTIONALLY DELETED

L.5 CONSTRUCTION/COMPLETION OF ** DRIVE

INTENTIONALLY DELETED

L.6 PARKING AREA FOR SALES CENTRE

INTENTIONALLY DELETED

L.7 DEVELOPMENT SERVICES - APPROVALS

- a) Development of the subject lands shall be in accordance with the 400 East Secondary Plan and associated Master Plans.
- b) Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the Municipality. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.

- c) The Owner shall convey to the Municipality all ravine lands associated with Whiskey Creek. This shall include, but not limited to the delineated regional flood limit, registered top of bank limit and any natural heritage systems. In this regard, the Owner is to provide clarification prior to registration that the final boundaries for the Environmentally Protected (EP) lands that include the above parameters have been established and approved by the appropriate authorities.
- d) The Owner acknowledges and agrees that redline revisions to the Draft Plan may be necessary to address the potential need for municipal servicing blocks and easements, as may be determined through detailed design.
- e) The Owner acknowledges and agrees that all foundations are to be set a minimum of 0.5 metre higher than the highest recorded groundwater level.
- f) Prior to registration of the plan, the Owner is responsible for providing a detailed stormwater management report in accordance with the parameters set out in the Drainage and Stormwater Management Master Plan, the Ministry of the Environment Stormwater Management Planning and Design Manual (2003), the Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (2016), and the Municipality's Storm Drainage and Stormwater Management Policies and Design Guidelines (2009) for the development of Block 27 as a stormwater management facility. If it is determined that this stormwater management block is not sufficient in size to facilitate the quantity/quality design standards of the day, development shall not proceed until storm drainage for this land can be accommodated. Any future increase in size of this block will result in the loss of developable lands and not the adjacent EP lands.

L.8 DEVELOPMENT SERVICES - PARKS PLANNING

- a) The Owner shall provide a deposit of \$125,000 to the satisfaction of the City in accordance with the site specific agreement for Ecological Offsetting/Tree Compensation now administered by the Municipality. Should additional funds be determined to be owing to the City or any refund owing to the applicant, the required deposit will be finalized prior to Registration.

L.9 TRANSPORTATION PLANNING

- a) The Owner shall construct Landsdown Road from Bayview Drive to Ironstone Crescent to be a 25 metre right of way in accordance with BSD-304.
- b) The Owner shall construct a dual carriage cross section for Landsdown Road (Middleton Crt south of Lansdown) from Bayview Drive to Ironstone Crescent.
- c) The Owner shall construct Landsdown Road from Ironstone Crescent from the easterly termination to be a 20 metre right of way in accordance with BSD-302.
- d) The Owner shall construct Ironstone Crescent to be 20 metre right of way in accordance with BSD-302.
- e) The Owner shall construct the portion of Ironstone Crescent south of Landsdown Road in accordance with modified BSD-09 (Permanent Cul-de-Sac), specific requirements to be provided by Transportation Planning staff.
- f) The Owner acknowledges that Street 'A' at the intersection with Bayview Drive shall be under stop control.
- g) On-street parking will be prohibited on one side of all local roadways. In this regard, the Owner shall ensure all reasonable efforts are taken to maximize the potential for on-street parking; this will involve consideration for driveway spacing and placement of hydrants.

L.10 WASTE MANAGEMENT AND ENVIRONMENTAL SUSTAINABILITY

- a) Due to proximity to a Site flagged with suspected contaminants, the Owner shall provide an updated subsurface investigation prior to registration of each phase and samples must be compared to Table 2: Full Depth Generic Site Condition Standards in a Potable Ground Water Condition to determine appropriate groundwater and soil management methods and contingency disposal methods. Should the development lands be identified as not meeting Table 2 standards, impacted areas will be flagged for remediation prior to issuance of Building Permits.
- b) The Owner to prepare a contaminant management plan outlining potential contaminants and how contaminated water from temporary construction dewatering will be monitored, mitigated, and treated prior to discharge.
- c) The Owner demonstrate the property will conform to the Sewer Use By-law (2021-002) at the property line for Storm Sewer (Section 4, and Schedule A, Table 2) compliance requirements. Pre-treatment, if required, must be provided on individual properties or within

the proposed stormwater management facility. The technical response to address this requirement is required from a licensed professional engineer.

- d) The Owner acknowledges and agrees that prior to detailed design, the Environmental Risk Management and Compliance Branch shall be informed of the type of business or industry intended to be established at the Site for each industrial lot (Lots 1 to 25) and expected occupancy classification under the Ontario Building Code. Based on the business or industry, risk management measures (as determined by Environmental Risk Management and Compliance) shall be implemented to mitigate risk to the City's drinking water sources and environment.
- e) The Owner acknowledges and agrees that if geothermal systems are to be included in design, consultation must first occur with Environmental Risk Management and Compliance.
- f) A property line maintenance hole and/or sampling port is required on the property for the purpose of collecting isolated discreet sanitary and storm sewer samples from any industrial, commercial, or institutional premises in compliance with Sewer Use By-law 2021-002.
- g) In the event excess fill is to be imported and/or removed from the Site, a Fill Management Plan is required confirming that the fill quantity and quality is acceptable for the designated receiving site. Confirmatory sample results are required demonstrating that the fill quality meets the standards set out in the Soil, Groundwater and Sediment Standards referenced in Ontario Regulation 153/04 with respect to all contaminants in the fill and Ontario Regulation 406/19 On-site and Excess Soil Management, as amended.
- h) The Owner is advised that based on the zoning/land use of the subject lands and the vulnerable area (SGRA), and suspected contamination within close proximity of the Site, infiltration low impact development (LID) from clean surfaces (i.e., vegetated areas, rooftop runoff) is not permitted without the Owner first demonstrating each industrial block (1-26) complies with Table 2: Full Depth Generic Site Condition Standards in a Potable Ground Water Condition. A Technical Memo demonstrating compliance shall be required when the building permit application is submitted after April 4, 2025 or in the event the Applicant/Owner/Municipality is aware of an environmental concern on Site/within 250m of the Site that has occurred after October 4, 2023. Please be advised that storage and filtration are always permitted.

L.11 ROADWAYS

- a) The owner acknowledges that prior to purchase and installation of the approved signage as per the approved engineering drawings prepared by Pearson Engineering Ltd., they shall provide the sign purchase order quote which shall include sizing, font, colour, and reflective sheeting and shall be confirmed with Development Services.

L.12 STORMWATER

- a) As a requirement of registration, the developer is required to construct a stormwater management pond. This stormwater pond shall be designed, constructed, and landscaped to the satisfaction of the Municipality, MECP and LSRCA. Registration will not be entertained until all details concerning the proposed stormwater management plan have been addressed to the satisfaction of the City of Barrie and the LSRCA.
- b) The owner acknowledges that it shall retain ownership of the stormwater management pond lands, and that the lands shall remain the responsibility of the owner until the City enacts a By-law to accept and assume the municipal services associated with the Draft Plan of Subdivision lands (D30-014-2021) that drain to the stormwater management pond, at which time the stormwater management pond lands shall be conveyed to the Municipality at no cost.
- c) The owner will be responsible, to purchase and install the necessary hazard advisory signage from the Municipality, for the stormwater management pond, all to the satisfaction of the Municipality prior to assumption.
- d) The owner will be responsible for accommodating and conveying all external storm drainage without flooding the adjacent lands.
- e) The owner shall coordinate and provide necessary storm drainage easements in accordance with the approved plans to the satisfaction of the Municipality

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SCHEDULE “M”
WORK SCHEDULE

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

M.1 COMMENCEMENT OF CONSTRUCTION

The Owner agrees, prior to the construction of any Works, including the installation of public utilities, to attend a pre-construction meeting with the Municipality in accordance with the Municipality’s Development Manual. The Owner shall thereafter give the Municipality ten (10) days advance written notice of the date upon which construction of any Works is scheduled to commence.

M.2 CONTRACTOR FOR CONSTRUCTION WORKS

The Owner agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by the Municipality, which approval shall not be unreasonably withheld. The contract(s) shall provide that the Municipality may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the Municipality’s design criteria, standards and specifications.

M.3 PRIOR TO COMMENCEMENT OF CONSTRUCTION

No work shall be commenced on any of Works until the designs for all the Works and soil tests have been approved by the Municipality and the Municipality may stop any Work that is commenced without its approval.

Any Work undertaken by the Owner prior to this Agreement coming into force shall not be approved, Accepted or Assumed by the Municipality as a municipal service until such time as the Owner’s Engineer has advised the Municipality, in writing, that such work has been carried out in accordance with the specifications and all requirements for approval, Assumption of Acceptance have been made to the Municipality’s satisfaction and the Owner had paid the Municipality all costs in its review and processing of a request to approve, Accept or Assume such Works. The Owner shall provide all the information and expose or reconstruct any Works which the Municipality may, in its sole and absolute discretion, require. The Municipality is under no obligation to approve, Accept or Assume any works undertaken by the Owner prior to this Agreement coming into force or that are unsatisfactory in the Municipality’s sole and unfettered discretion, following this Agreement coming into force.

M.4 WORK SCHEDULE

The Works shall be constructed, installed or otherwise provided in compliance with the work schedule contained in the documents referred to in this Schedule. If the work is not performed in accordance with these work schedules, the Owner shall be considered to have failed to proceed with reasonable speed, provided however that if the work is delayed by an unavoidable delay, and such delay is reasonable the completion date shall be extended by the period of such delay.

1. Site Preparation and Erosion & Sediment Control Works	Ongoing (To be in place until lot certification of all building blocks)
2. Underground Servicing	Sept 2023 – Summer 2024
3. Road Building to Base Course Asphalt	Spring - Summer 2024
4. Utility Installation	Summer - Fall 2024
5. Sidewalk	Timing Unknown
6. Top Asphalt and Boulevard Plantings	Timing Unknown

SCHEDULE "N"

CONDITIONS AND REQUIREMENTS FOR ACCEPTANCE AND ASSUMPTION OF WORKS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

N.1 REQUIREMENTS PRIOR TO ACCEPTANCE AND ASSUMPTION OF WORKS

In addition to any other specific or general requirements of this Agreement, and in accordance with the Municipality's Development Manual, immediately prior to Acceptance and Assumption of the Works by the Municipality, the Owner agrees:

- a) to flush all sewers, manholes, and catch basins free of road materials, building debris, and other foreign matter, to clean such materials from the system, to provide digital recording and video inspection and to rectify and deficiencies the digital recording inspection may reveal, to the sole satisfaction of the Municipality;
- b) without limiting the generality of a), to provide the Municipality with inspections of all installed sanitary laterals as directed by the Municipality and to the satisfaction of the Municipality's in its sole discretion;
- c) to sweep roadway pavement, including sidewalks, free of building debris and earth deposits and to clean and remove such material from the site;
- d) if required by the Municipality, upon establishment of the sanitary sewer system within the Plan of Subdivision, the Owner shall permit the installation of a sanitary sewer flow monitor by the Municipality or its agents at the extreme downstream end of the Plan of Subdivision;
- e) to rectify and repair all damages, settlements or depressions to the above ground infrastructure including, but not limited, to curbs, water boxes, sidewalks, roadways, etc.; and
- f) to submit to the Municipality:
 - i) a certificate by a registered Ontario Land Surveyor (OLS) that the surveyor has confirmed the areas and frontages of all lots and blocks in the Plan and has located or replaced all standard iron bars as shown on the Plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in the direction of Highways. The OLS will also provide the Municipality with a reproducible copy of the registered Plan;
 - ii) a statutory declaration from the Owner that all contractors and subcontractors associated with the construction of Works have been paid;
 - iii) a certificate verifying the establishment of horizontal control monuments and vertical benchmarks in the Plan, as required by the Municipality;
 - iv) all required digital data, hard copy plots, and report information as specified by the Municipality;
 - v) a certificate from the Owner's Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are in place and functioning in accordance with the assumption protocol for stormwater facilities in the Municipality's "Stormwater Management Policies and Design Guidelines";
 - vi) a certificate from the Engineer and/or Landscape Architect (as the case may be) stating that all fencing required by the Municipality has been installed in the proper locations and has been constructed of municipally approved materials, to municipal standards and are structurally sound;
 - vii) a sealed certificate from the Owner's Engineer stating that all traffic control devices have been installed as per the Approved Plans and to the satisfaction of the Municipality and that the Municipality has received an inventory of all traffic control devices within the Plan;
 - viii) a certificate from the Owner's Engineer indicating the final construction costs for Works based on the actual construction contracts;
 - ix) a certificate from the Owner's Engineer, or other consultants as applicable indicating that all other Works have been completed in accordance with the requirements of this Agreement;
 - x) a certificate from the Owner's Engineer summarizing the certificate of the grading and drainage of all the lots in the Plan;
 - xi) a certificate from the Owner's Engineer stating that all Work required for Acceptance have been completed in accordance with the approved plans;
 - xii) a certificate from the Owner's Landscape Architect that all landscaping works required for Acceptance have been completed in accordance with the Approved Plans;

- xiii) a list of the numbers, lengths, sizes and materials, etc. of all Works, including, but not limited to, storm and sanitary sewers, watermain, roads, sidewalks and any other appurtenances; and
 - xiv) "as-built" drawings showing the final plan and profile locations of the Works on the Plan of the general grading and drainage (sanitary and storm) plan.
- g) to arrange for, at its own cost, or make payment to the Municipality for the maintenance and energy costs for illumination until Assumption of above-ground Works;
 - h) make payment to the Municipality for all winter maintenance (including snowplowing) and parks maintenance in accordance with the Municipality's Fees By-Law as may be amended from time-to-time, until Assumption of above-ground Works; and
 - i) to repair and rectify all street and traffic signs.

N.2 ASSUMPTION BY-LAWS

When all of the applicable requirements of this Schedule have been fulfilled, the Municipality shall submit to Council for its consideration an Assumption By-law for the Works (or part thereof). Upon an Assumption By-law being passed, the ownership of the Works (or an individual Work or portion thereof) shall vest in the Municipality and the Owner shall have no claims or rights other than those accruing to it as an owner of land abutting on Highways where the Works were constructed or installed.

N.3 ASSUMPTION OF ROADS

The Owner agrees that Assumption shall not occur before:

- a) two (2) months following the application of the top course of asphalt on all roads to be constructed or improved, and not before eighty percent (80%) of all buildings or structures on lots or blocks within the Plan, or any phase thereof, have been substantially constructed, or as otherwise directed by the Municipality;
- b) all landscaping and trees are installed on public lands, as required by the Plan; and
- c) not occur before all of the public lands fencing and public lands landscaping is complete as required throughout the Lands.

Immediately prior to the Assumption of the Roads by the Municipality, the Owner agrees:

- a) to provide the Municipality with a cash deposit or security satisfactory to the Municipality in the amount as set out in Schedule "F" per vacant lot or block, for use by the Municipality to correct the grading, drainage and revegetation on said vacant lots or blocks if, in the opinion of the Municipality, the completed grading, drainage or revegetation on the said vacant lots or blocks does not comply with the grading control plan, which deposit will be refunded upon satisfactory completion of the grading, drainage and revegetation on the said lots or blocks;
- b) to provide the Municipality with any outstanding payment for the maintenance and energy costs for illumination and all outstanding costs associated with snowplowing;
- c) to clean and remove any debris and earth deposits from all roadway pavement and the Lands;
- d) to install / repair pavement markings;
- e) to repair grading problems associated with any lot or block within the Plan or provide appropriate securities with respect thereto;
- f) to rectify, clean out and repair damages to the stormwater management facilities and to assure the Municipality these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- g) to rectify and repair damage to any retaining walls in the Plan;
- h) to pay all outstanding work orders that the Municipality may have concerning emergency repairs;
- i) to make all plant material replacements pursuant to the conditions of the guarantee period;
- j) to require a registered O.L.S to certify that all control S.I.B's (Square Iron Bars), all easement I.B's (Iron Bars) and all Municipality dedicated land I.B's; and
- k) to replace, rectify and repair any damage or fault in the Works required by this Agreement and not yet assumed by the Municipality.

N.4 MAINTENANCE AND REPAIR OF WORKS

The Owner shall maintain and keep in a proper state of repair and operation all of the Municipal Works constructed, planted, installed or provided by the Owner until completion of the Guaranteed Maintenance Period. The Guaranteed Maintenance Period shall be a minimum of two (2) years following Assumption or Acceptance, as the case may be.

N.5 PERFORMANCE, MAINTENANCE AND OTHER GUARANTEES

The Owner agrees to provide to the Municipality, at the times outlined in this Agreement, performance and maintenance guarantees in a form of securities with holdback provisions satisfactory to the Municipality.

The Owner shall at all times during the Guaranteed Maintenance Period maintain securities as may be satisfactory to the Municipality as a guarantee for the performance and maintenance of the Works and the Municipality may require additional securities to be provided for this purpose, acting reasonably, where securities have to be drawn up or to account for increased costs.

N.6 REDUCTION OF SECURITIES AFTER THE GUARANTEED MAINTENANCE PERIOD

After the date of Assumption or Acceptance of the Works by the Municipality, the Owner acknowledges that any security filed with respect to the Works under this Agreement may be reduced to a minimum of five per cent (5%) of the cost of the Works and that there shall be no further reduction for a period of two (2) years.

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SCHEDULE "O"

INSURANCE REQUIREMENTS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

O.1 INSURANCE REQUIREMENTS

Prior to the registration of this Agreement, the Owner shall purchase and maintain insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to the Municipality and continue to maintain such insurance until an Assumption By-law has been passed by the Municipality for the subsequent Plan of Subdivision, unless any of the insurance set out herein is determined by the Municipality not to be required for the development of the Plan of Subdivision. The Owner shall provide a Certificate of Insurance to the Municipality evidencing the insurance coverage required by the Owner and hereafter annually on the insurance renewal date.

The Owner's insurance shall be primary.

The insurance premium for the required insurance must be prepaid for a period of not less than one (1) year. The insurance policy must provide that it is not cancellable unless prior notice by registered mail has been received by the Municipality from the insurer not less than thirty (30) days prior to the cancellation date.

All parties must agree to immediately notify the other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development of the Subdivision.

The issuance of such insurance policy or policies shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner may be held responsible. Such insurance policy or policies shall be in a form acceptable to the Municipality and, without limiting the generality of the foregoing, shall provide:

a) **Commercial General Liability Insurance:**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000.00 per occurrence, an aggregate limit of not less than \$10,000,000.00 within any policy year with respect to completed operations. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to: (a) Name the Municipality as an additional insured (b) Cross-liability and severability of interest (c) Blanket Contractual (d) Products and Completed Operations (e) Premises and Operations Liability (f) Personal Injury Liability (g) Contingent Employers Liability (h) Owners and Contractors Protective (i) Broad Form Property Damage (j) The policy shall include thirty (30) days' notice of cancellation.

b) **Explosion, Collapse or Underground Endorsement:**

Where the Works involve the use of explosives for blasting or vibration from pile driving or caisson work, the removal or weakening of support of such property, building or land, whether such support be natural or otherwise, Explosion, Collapse or Underground (XCU) coverage's must be added by endorsement. The Municipality shall be added as an additional insured to the above policies.

c) **Automobile Liability Insurance:**

Automobile Liability insurance covering third party property damage and bodily injury, including accident benefits as may be required by Applicable Laws arising out of any licensed vehicle operated by the Owner in connection with this agreement with an inclusive limit of liability of two million dollars (\$2,000,000.00).

d) **Professional Liability Insurance:**

Should the work involve professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than \$2,000,000.00 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000.00 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Municipality. The policy shall be renewed for three (3) years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, ninety (90) day notice of said cancellation or non-renewal must be provided to the (Municipality). The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Professional at the Professional's sole expense.

e) **Environmental Liability Insurance:**

An Environmental Policy in an amount of not less than five-million dollars (\$5,000,000.00) to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for three (3) years after Assumption of the Works by the Municipality and a Certificate of Insurance evidencing renewal shall be filed with the Municipality. If the policy is to be cancelled or non-renewed for any reason, ninety (90) day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

O.2 MUNICIPALITY MAY OBTAIN INSURANCE

If the Municipality receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Municipality otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Municipality may, on written notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Municipality shall be entitled to obtain new insurance or add the necessary insurance coverage to the Municipality's blanket insurance. The Owner shall upon receipt of written notice thereof from the Municipality, reimburse the Municipality for the cost of such insurance payable as noted above. In addition, the Municipality shall, at its sole discretion and option, be entitled to draw upon any security or deposit posted under this Agreement to cover the costs of the insurance.

O.3 NO RELIEF

The issuance of such policy of insurance shall not be constructed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.

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SCHEDULE “P”

LANDS TO BE CONVEYED BY THE OWNER

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

P.1 CONVEYANCE

On or before execution of this Agreement, the Owner shall convey or arrange to have conveyed to the Municipality, without charge, the lands, easements and other interests in land described in this Schedule and such other interests in land as may reasonably be required by the Municipality to ensure the proper servicing and functional operation of the subdivision development to the date of Acceptance/Assumption.

P.2 ADDITIONAL LANDS AND CONVEYANCE

If the Municipality subsequently determines that other lands or easements or other interests over other lands are required for purposes of completing installation of the Works, the Owner shall convey same on demand, free of all prior liens, charges, claims or encumbrances, to the Municipality if the Owner own such lands and otherwise shall use reasonable commercial efforts to arrange to have such lands, easement or other interests conveyed to the Municipality.

P.3 ENVIRONMENTAL CLEARANCE

If requested, the Owner shall provide an environmental clearance certified by an Engineer to the Municipality that all lands to be conveyed to the Municipality pursuant to this agreement are environmentally suitable for their proposed use in accordance with any applicable guidelines from the Ministry of Environment.

P.4 REGISTRATION OF EASEMENTS AND LANDS

All conveyance of such lands, easements and other interests in land shall be in a registerable form acceptable to the Municipality. The Owner hereby gives authority to the Municipality to complete any requisite details in the documents referred to in this part. The Owner shall have delivered to the Municipality all Transfers/Deeds, Discharges and Easements or other documents required by this Agreement, as well as certification from the Owner's Solicitor that the Transfer/Deeds and Easements shall provide the Municipality with good title, free and clear from all encumbrances.

P.5 PARKLAND DEDICATION

INTENTIONALLY DELETED

P.6 CONVEYANCES and/or EASEMENTS

a) LANDS TO BE CONVEYED TO THE MUNICIPALITY:

The Owner and the Municipality acknowledge and agree that the following lands shall be conveyed to the Municipality free and clear of all encumbrances at no cost to the Municipality:

- i) Conveyance(s) to be completed upon registration of the Plan:
 - 0.3M Reserve(s) – Block 28
 - Road Widening Lands – Block 29 (*Lands to be dedicated on the face of the Plan*)
- ii) Conveyance(s) to be completed upon assumption of the Plan by the Municipality:
 - Environmental Protection Lands – Block 27
 - Stormwater Management – Block 26

b) EASEMENTS TO BE CONVEYED TO THE MUNICIPALITY:

The Owner and the Municipality acknowledge and agree that the following easements shall be conveyed upon the registration of the Plan to the Municipality free and clear of all encumbrances at no cost to the Municipality:

- Stormwater Drainage - Block 26 on the Plan
- Storm Drainage (Overland Flow) – Part of Lots 2 to 9 (inclusive) on the Plan being Part(s) 1, 2, 3, 5, 8, 9, 10, 11 and 12 on Plan 51R--44796 _____ being Part of PIN: 58735-0327 (LT)

- Combined Stormwater Drainage (Overland Flow) and Sanitary Sewer Easement – Part of Lot 4 on the Plan being Part 6 on Plan 51R--44796 being Part of PIN: 58735-0327 (LT)
- Sanitary Sewer Easement – Part of Lot 4 on the Plan being Part 7 on Plan 51R--44796 being Part of 58735-0327 (LT)
- Watermain Easement – Part of Lot 3 on the Plan being Parts 3 and 4 on Plan 51R-44796 being Part of PIN: 58735-0327 (LT)

c) OTHER LANDS OR EASEMENTS TO BE CONVEYED TO OTHER ENTITY(ies):

The Owner and the Municipality acknowledge and agree that the following lands shall be conveyed upon registration of the Plan free and clear of all encumbrances at no cost to the Municipality:

- Conveyance(s) to Alectra Utilities Corporation – Part of Blocks 2 and 17 being Parts 1 and 2 Plan 51R-44795 for switchgear placement purposes.

SCHEDULE "Q"

RESTRICTIVE COVENANTS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Q.1 RESTRICTIVE COVENANTS

The Owner agrees that, notwithstanding the requirement to register this Agreement against title to the Lands, the following paragraphs which form part of this Agreement will be appropriately registered against the title to the Lands within the Plan as restrictive covenants running with the Lands, it being the intention of these paragraphs that the said following covenants shall run with the Lands, and the Owner shall take all measures at the cost of the Owner to ensure that the covenants are so registered to the satisfaction of the Municipality concurrently with registration of this Agreement.

Without limiting the generality of the foregoing, the Owner acknowledges that the following lots shall be subject to corner lot restrictions, registered pursuant to Section 119 of the *Land Titles Act*, R.S.O. 1990 c. L. 5, which shall prohibit access to the lots from the side yard:

NIL

Q.2 CATCH BASINS AND DRAINAGE

No Owner shall remove, alter, interfere with, or fail to maintain any catch basin located on a lot for drainage purposes. No Owner shall alter grading of the lot in any way so as to adversely affect the drainage pattern of the surrounding lots.

Where the Owner alters drainage, no Owner shall attempt to block or interfere with the Municipality's right to enter the property to correct the grading and to assign the costs of such work, including an administrative fee, to the Owner.

Q.3 CURB CUTS

No Owner of any lot shall construct, widen, remove or alter any curb cut within the road allowance of a municipal road or create or construct any driveway entrance, or cause any such work to be done except with the approval of the Municipality. In addition, no Owner shall obstruct or encumber any Highway in the Municipality. Obstructions and encumbrances shall include, but not be limited to, the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, irrigation systems and wooden or concrete driveway curbs. All obstruction or encumbrances shall be removed by the Owner upon receipt of notification from the Municipality. If the request for removal is not complied with, within the specified time, the Municipality may cause the same to be removed, and the Owner shall be liable to the Municipality for all costs incurred in the removal of the obstruction. The Municipality may recover all expenses on the Collector's rolls in the same manner as municipal taxes.

Q.4 DRAINAGE

No Owner of any lot shall alter or interfere with the grading and drainage levels and patterns as approved by the Municipality with respect to the said lots and, without limiting the generality of the foregoing, no Owner of any part of any lot shall alter, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any rear or side yard drainage depression or swale, catch basin or other drainage channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area. Notwithstanding this prohibition, the Owner of any lot agrees to indemnify and save the Municipality completely harmless from all actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly, by reason of such alteration or other action as stated above.

No Owner shall be entitled to connect roof leaders to the foundation drain collector or to the weeping tile. Roof leaders shall be required to discharge onto the lots, with the use of concrete splash pads such that the side lot swales will drain the runoff to the road or rear lots, or in accordance with the drainage facilities shown in the Municipality approval final lot grading plan for the lot.

Drainage cannot be designed in such a way that flooding, ponding or the build-up of ice on a sidewalk or adjacent road surface occurs.

Q.5 EXCAVATION

No Owner of any lot shall excavate the lands except for excavation for the purpose of construction in accordance with the drawings approved by the Municipality. No soil, sand, gravel or other similar material shall be removed from the lands except with the prior permission of the Municipality.

Q.6 OBSTRUCTION OF HIGHWAYS

No Owner shall place or permit to be placed any fence, tree, shrub, hedge, landscape berm, signboard or other object within a Highway or within the lands laid out in the Plan for a Highway, whether or not such lands actually contain a paved portion of a Highway. Without limiting the generality of the foregoing, no driveway curb or pillar may be placed within a Highway or within the lands laid out in the Plan for a Highway, whether or not such lands actually contain a paved portion of a Highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

Q.7 SIGNS

No Owner of any lot shall place any signs, billboards, notices or other advertising matter of any kind except in accordance with the Municipality's sign by-law in effect at the time on any part of the lands or upon any building or on any fence, tree or other structure on the lands.

Q.8 GENERAL RESTRICTIVE COVENANTS

The burden of this covenant shall run with the said Lands and the benefit of this covenant may be annexed to and run with each and every part of the Lands. The Transferee of the Lands or any part thereof for itself, its successors and assigns, agrees with the Transferor, its successors and assigns that he Transferee and the Transferee's successors in title from time to time of all or part or parts of the Lands will observe and comply with the stipulations, restrictions and provisions set out in that nothing shall be erected or fixed, placed, or done upon the Lands or any part thereof in breach or violation of or contrary to the fair meaning of the said stipulations, restrictions and provisions set forth.

Q.9 PARTIAL INVALIDITY

The invalidity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions contained.

Q.10 "NO DEALINGS" RESTRICTION

INTENTIONALLY DELETED

Q.11 PHASING RESTRICTIONS

INTENTIONALLY DELETED.

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SCHEDULE "R"

NOTICES AND WARNING CLAUSES

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

R.1 NOTICES AND WARNING CLAUSES AND AGREEMENTS OF PURCHASE AND SALES

The Owner agrees to include the notices and warning clauses set out in this Schedule into all agreements of purchase and sale entered into subsequent to the execution of this Agreement for all properties, land, buildings and structures constructed or situated on the lots and blocks.

R.2 SUBDIVISION AGREEMENT

Purchaser(s) is/are advised that an Agreement between the Owner, and The Corporation of The City of Barrie has been registered against the title to the Lands, and that this agreement affects the title to the Lands and may restrict the ability of the purchase(s) to develop or further develop Land(s).

R.3 DEVELOPMENT CHARGES NOTICE

The Owner agrees to provide notice to the first purchaser of any lots or blocks in the Plan of Subdivision, upon transfer of the lots or blocks, of all development charges related to the Plan, including development charges already paid by the Owner or development charges that may be payable in the future.

R.4 BOULEVARD GARDEN POLICY

Purchasers are advised that they shall be responsible for ensuring that the municipal boulevard remains in full compliance with the Municipality's Boulevard Garden Policy. Any infractions or works undertaken by the Purchasers which do not conform to the Boulevard Garden Policy shall be removed and/or corrected to the satisfaction of the Municipality, upon receipt of written notice written ten (10) business days. All costs shall be the responsibility of the Purchaser.

R.5 CATCH BASINS

Purchasers are advised that a catch basin and associated leads are installed in the lot and that it will be the responsibility of the Owner of the lot to maintain in a good state of repair the catch basins and leads and to maintain them in a functioning capacity and free and clear of all obstructions. Purchasers acknowledge that the catch basin is designed to accept drainage from the lot and adjacent lots and that the grading is not to be altered in any way so as to adversely affect the drainage pattern of the surrounding lots. Where the Purchaser alters drainage, the Municipality shall have the right to enter the property to correct the grading and the costs of such work, including an administrative fee, shall be billed to the Purchaser and may, if not paid, be recovered in a like manner as taxes.

R.6 FIRE HYDRANTS

Purchasers acknowledge that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan to the satisfaction of the Municipality.

Purchasers acknowledge that no driveway shall be located within 1.5 m of the top-nut (centre) of the fire hydrant and that no objects, including vegetation shall be placed or planted within a 1.5 m corridor between a fire hydrant and the curb, nor a 1.5 m radius beside or behind a fire hydrant.

R.7 GRADING AND LANDSCAPING

Purchasers are advised that no fences, trees and other landscaping features may be installed on the lot, other than those approved by the Municipality, until a final lot grading certificate has been received by and approved by the Municipality in accordance with the requirements of this Agreement.

Purchasers are advised that the Municipality has reserved the right to amend the provisions and details of the lot grading plans filed with this Agreement and that such amendments may result in alterations to features in said plans or the additions of other features, including, but not limited to, retaining walls. Owners are advised to consult with the Municipality to ascertain the particulars of any amended grading for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with this Agreement.

R.8 LOT GRADING AND DRIVEWAY APRON DEPOSITS BY OWNERS / DEVELOPERS

Purchasers and/or tenants are advised that proper grading of all lots in conformity with subdivision grading plans is a requirement of the Subdivision. The Municipality has taken a Letter of Credit from the Owner to ensure that all municipal services including, but not limited to, lot grading and driveway aprons, are constructed to the satisfaction of the Municipality. Direct cash deposits from purchasers to the Municipality for lot grading purposes are not a requirement of the Subdivision. Accordingly, the Municipality cannot return deposits to the purchaser or require the builder / developer to return the deposit.

R.9 NOISE

INTENTIONALLY DELETED

R.10 NOISE – AIR CONDITIONING UNITS

INTENTIONALLY DELETED

R.11 OBSTRUCTIONS ON HIGHWAYS

Purchasers are advised that they are not permitted to place any fence, tree, shrub, hedge, landscape berm, signboard or other object within a Highway or within the lands laid out in the Plan for a Highway, whether or not such lands actually contain a paved portion of a Highway. Without limiting the generality of the foregoing, purchasers are advised that no driveway curb or pillar may be placed within a Highway or within the lands laid out in the Plan for a Highway, whether or not such lands actually contain a paved portion of a Highway and no driveway placed within such lands shall be constructed or altered so as to interfere with the operation of any municipal services, such as snow and garbage removal equipment.

R.12 PARK DEVELOPMENT

INTENTIONALLY DELETED

R.13 POSTAL SERVICE

Purchasers are advised that door-to-door postal service will not be available within this Plan. Owners are advised that a community super mailbox or group mailbox will be located within or nearby the Lands as determined by Canada Post.

R.14 RIGHT OF ENTRY

Purchasers are advised that various provisions of this Agreement provide that the Municipality shall be entitled to enter onto the lands within the Plan in order to carry out various inspections, repairs and maintenance activities at any time and without advance notice.

R.15 SCHOOL BOARDS

INTENTIONALLY DELETED

R.16 FENCING

Purchasers shall be advised that all fencing requirements shall be in accordance with all terms and conditions as set out in **Section 7 – Fencing** of the Engineering Conditions issued by the Municipality, a copy of which is attached to this Agreement as Schedule “W”.

Owners shall be advised that it will be the duty and obligation of the Owner of the lot to maintain in a good state of repair that portion of any chain link and/or privacy fence that is located along the side/rear lot line and/or on the lot.

R.17 FUTUREROADS

INTENTIONALLY DELETED

R.18 LANDFILL OPERATIONS

INTENTIONALLY DELETED

R.19 PUBLIC WALKWAYS

INTENTIONALLY DELETED

R.20 RAILWAY LINES

Purchasers are advised that this plan is in close proximity of a railway line and/or station and will not object to the day to day operations of the facility or any future expansion of the rail service or its operations. Purchasers are advised that noise levels may cause disturbances or loss of privacy which may affect the living environment of the residents. The Municipality shall not be held responsible for any complaints or claims arising from the noise of such services and facilities.

R.21 STORM WATER MANAGEMENT FACILITY

Purchasers are advised that certain lots abut or face an open space detention / retention facility which will be subject to periodic flooding during and following rain events. The storm facility will be naturalized with the planting of native trees, shrubs, grasses and will not receive a high level of maintenance by the Municipality.

R.22 DOMESTIC WATER SERVICE

Purchasers are advised that an individual pressure reducing valve (PRV) may be required for each domestic water service, and the PRVs are considered private and therefore are the sole responsibility of the landowner.

R.23 SPECIAL NOTICES AND WARNING CLAUSES

The following warning clause shall be included in all Offers of Purchase and Sale or Lease for:

Lots 2 through 9:

“Purchasers are advised that the Municipality has legal ownership of a storm drainage easement over a portion of the subject property for conveyance of stormwater flows (channel/swale) which may be subject to future corrective maintenance and repair (erosion/sediment). It is the landowner’s responsibility to maintain the channel/swale in proper working condition by ensuring that the channel/swale is maintained (grass trimming) and kept clear of garbage and debris to ensure the channel/swale functions as designed”.

Lot 4:

“The purchaser is advised that the Municipality has legal ownership of a sanitary sewer easement over a portion of the subject property for buried sanitary infrastructure which may be subject to maintenance, repair, and replacement. This buried sanitary infrastructure also includes maintenance holes that extend to the surface with access lids. It is the landowner’s responsibility to ensure that these lids are kept clear of garbage and debris. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the Municipality. The maintenance hole locations are shown on the Approved Engineering Plans.”

Lots 3 and 4.

“Purchasers are advised that the Municipality has legal ownership of a watermain easement over a portion of the subject property for buried watermain infrastructure which may be subject to maintenance, repair, and replacement. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the Municipality.”

EP Lands:

Purchasers of lots abutting EP Lands (Block 27) are advised that a 1.52 metre (5 foot) high galvanized chain link fence (P1210) will be installed on the Municipality’s side of the property line along the perimeter of the EP lands adjacent to industrial lots. Any person altering the fence, including the installation of gates or dumping debris including yard waste into the EP Lands is subject to prosecution. In addition to any fine that may be imposed, the Owner/Applicant will be required to reinstate the fence and/or clean up debris to the satisfaction of the Executive Director of Development Services.

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SCHEDULE “S”

DEVELOPMENT CHARGES AND SERVICE CONNECTION FEES

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

S.1 Development Charges and Connection Fees to be Paid

The Owner, as a capital contribution towards other Municipal services, will pay (in addition to all other monies required to be paid by the Owner under this Agreement) the Development Charges in accordance with and at the times required by the *Development Charges Act 1997. S.O. 1997, c.27* and the Municipality’s Development Charges Bylaw.

The Owner further understands and agrees that the Development Charge is subject to review and update by the Municipality and this fee may also be adjusted by the Municipality following each review including automatic inflationary increases. If the Development Charge is adjusted by the Municipality, then the adjusted cost shall apply.

S.2 Payment of Development Charges

INTENTIONALLY DELETED – APPLIES TO SECONDARY PLAN AREAS ONLY.

S.3 Credits For Additional Park Works:

INTENTIONALLY DELETED

S.4 Local Services and Local Connection Charges

The Owner acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to as a “development charge”) are characterized as:

- a) local services (as set out in the Municipality’s Local Service Policy) installed or provided at the expense of the Owner related to or within the Plan of Subdivision as a condition of approval under the Planning Act;
- b) connections to water and sewer facilities installed at the expense of the Owner; or
- c) services denoted on Approved Plans or specifically noted in this Agreement for which the Owner is making no claim for credits from the development charge by-law,

and are not charges related to development within the meaning of the *Development Charges Act. 1997. S.O. 1997, c.27.*

S.5 CASH-IN-LIEU OF PARKLAND

The Owner acknowledges and agrees to convey lands to the Municipality for park or other recreational purposes which conveyance shall be at the Owner’s sole expense and the lands are to be conveyed free and clear of all encumbrances. The lands shall be conveyed in a physical condition that is satisfactory to the Municipality. All conveyances of lands to the Municipality are more particularly described in Schedule “P” to this Agreement and registration shall occur concurrently with the registration of this Agreement.

Alternatively, the Owner and the Municipality acknowledge and agree that in lieu of a conveyance of lands to the Municipality by the Owner for park or other recreational purposes, the Owner shall pay a contribution of cash-in-lieu of parkland dedication in an amount to be determined by application of the Municipality’s Council approved by-law in place for such contribution.

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SCHEDULE "T"

ONTARIO LAND SURVEYOR'S CERTIFICATE

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Bearings are UTM Grid Bearings and are referred to the central Meridian in zone 17 (81 degrees west) and are based on NAD 83 (original) and are derived from observations on MNR Control monuments.

Refer to the attached TWO (2) pages being the signed and stamped Surveyor's Certificate issued by C. Wahba O.L.S. with C. Wahba Surveying Ltd. on September 25th. 2024.



C. Wahba Surveying Ltd.
120 Woodstream Blvd. Unit 18
Woodbridge ON. L4L 7Z1
Tel. 905.851.1300
www.wahbasurveying.com

FRONTAGE & AREA CERTIFICATE

Part of the Southeast Quarter and
Part of the West Half of Lot 9, Concession 13
(Geographic Township of Innisfil)
City of Barrie
County of Simcoe
(Acad File No.: 20-036-MPLAN-01-C)
Our File No.: 20-036
Municipal File No.: D30-014-2021

I, C. Wahba, an Ontario Land Surveyor of the City of Vaughan, hereby certify that the frontages and areas listed below have been compiled from a proposed Plan of Subdivision per the above referenced project file.

<u>Lot No.</u>	<u>Lot Area</u> <u>(Square Metres)</u>	<u>Frontage by Municipal</u> <u>Definition 7.0 (Meters) Setback</u>	<u>Unit Type/</u> <u>Land Use</u>
1	3,783.44	63.29*	Industrial
2	4,781.62	71.80	Industrial
3	13,225.57	35.90	Industrial
4	10,292.25	61.53	Industrial
5	2,972.90	41.80	Industrial
6	2,967.47	41.80	Industrial
7	2,962.45	41.80	Industrial
8	2,957.02	41.80	Industrial
9	2,516.56	35.51	Industrial
10	3,203.31	42.96	Industrial
11	3,178.65	42.90	Industrial
12	3,162.61	42.95	Industrial
13	2,610.33	35.60	Industrial
14	5,690.21	37.80	Industrial
15	2,666.57	36.50	Industrial
16	3,063.92	36.50	Industrial
17	2,840.08	32.84*	Industrial
18	3,143.22	54.41*	Industrial
19	4,155.97	67.87	Industrial
20	4,565.88	67.66*	Industrial
21	2,525.11	38.93	Industrial
22	2,413.44	35.50	Industrial
23	2,316.70	35.50	Industrial
24	2,219.97	35.50	Industrial
25	2,482.07	36.58	Industrial

<u>Block No.</u>	<u>Block Area</u> <u>(Square Metres)</u>	<u>Unit Type/</u> <u>Land Use</u>
26	11,527.33	Stormwater Management
27	26,711.92	Environmental Protection
28	68.72	(0.30) Reserve
29	934.66	Street Widening

Total Area of Blocks = 39,242.63 sq.m


*Frontages:
Lot 1 computed along Lansdown Road
Lot 17 computed along Ironstone Crescent
Lot 18 computed along Lansdown Road
Lot 20 computed along Lansdown Road

Street Name
Lansdown Road
Ironstone Crescent
Middleton Court

Total Area of Streets = 20,217.26 sq. m.

Total Area of Subdivision = 15.61 ha.

September 25th, 2024
Date
20-036-MPLAN-01C-frontage &Area Certificate



C. Wahba
Ontario Land Surveyor

SCHEDULE “U”

REASONABLE EFFORTS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

INTENTIONALLY DELETED

SCHEDULE "V"

CONDITIONS OF DRAFT APPROVAL

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Refer to the attached fourteen (13) pages being the Conditions of Draft Plan of Subdivision Approval dated April 13, 2023

CITY OF BARRIE**DRAFT PLAN OF SUBDIVISION CONDITIONS****For Final Approval for the Registration of the Plan of Subdivision for****2740271 Ontario Inc. ("Owner")****Firstly: Part of the South East Quarter Lot 9, Concession 13, (Innisfil) Being Parts 1 & 2 Plan 51R36598; Secondly: Part of West Half of Lot 9, Concession 13, (Innisfil), Being Parts 1, 2 & 3 Plan 51R37129, City of Barrie****80 Big Bay Point Road and 315 Bayview Drive (File D30-014-2021)****DATE OF DRAFT PLAN APPROVAL: APRIL 13, 2023****DATE OF DRAFT PLAN EXPIRY: APRIL 13, 2026**

Prior to final approval and registration of the Plan of Subdivision for the subject lands, the Owner must comply with the following conditions and/or agree to comply with that condition in the Subdivision Agreement. Confirmation of clearance for each condition must be received from the appropriate department or agency to the satisfaction of the City of Barrie (the City).

General

1. The Owner shall enter into a subdivision agreement with the City that shall, amongst other things, ensure that the Owner satisfies the City that all financial and infrastructure requirements, including but not limited to the construction of roads and the installation of all required infrastructure set out in these draft plan conditions have been met. This Agreement is to be registered on title to the Lands.
2. That the Owner shall prepare the Final Plan of Subdivision on the basis of the approved Draft Plan of Subdivision, prepared by IPS Consulting Inc., identified as Drawing: File 20-915, revised March 8, 2023, which illustrates:
 - a. 25 Lots for Industrial Uses (Lots 1 to 25);
 - b. Stormwater Management Block (Block 26);
 - c. Environmental Protection Block (Block 27);
 - d. 2 Future Roads (Street 'A' and 'B'); and
 - e. Reserve Block along Big Bay Point Road frontage (Block 28)
 - f. Road Widening along Bayview Drive frontage (Block 29)
3. That the Owner shall agree to convey to the City of Barrie, at no expense and free of all encumbrances:
 - a. Stormwater Management Block (Block 26);
 - b. Environmental Protection Block (Block 27);
 - c. Street 'A' and Street 'B', Big Bay Point Road 0.3 metre Reserve (Block 28), Lot 17 southern street frontage 0.3 metre Reserve, and Bayview Drive 4.0 metre widening (Block 29); and
 - d. Any easements required for watermain and storm water drainage purposes.

Phasing

4. The Owner shall prepare a Phasing Plan to the satisfaction of the City of Barrie. The Subdivision Agreement shall provide wording to this effect and shall also contain requirements related to phasing that may be imposed by the City of Barrie.
5. That the Owner acknowledges and covenants in the Subdivision Agreement that the City requires that a Schedule be provided within the Agreement to establish phases for the release of subdivision lands for the purposes of development.
6. The Phasing Plan shall incorporate two phases totaling twenty-five (25) industrial lots; Phase 1 consisting of twenty (20) industrial lots and Phase 2 consisting of five (5) industrial lots subject to the following provisions:

Phase 1

- a. Phase 1 shall include twenty (20) industrial lots in total consisting of Lots 1-12, 18-25 and Block 26 (Stormwater Management), the east part of Block 27 (Environmental Protection), Block 28 (0.3 metre Road Reserve) and Block 29 (Road Widening).
- b. Submission of the following information and Implementation of the following requirements are required to the satisfaction of the City of Barrie prior to final approval:
 - Updated Detailed Stormwater Management Block Design which reflects review and protection of the identified pond feature at the northeast corner of the subject site. Associated, detailed erosion control, grading and landscaping plans for the subject stormwater pond in addition to required authorization from the adjacent landowner for outflows through adjacent private lands.
 - Updated Tree Inventory/Assessment and Preservation Plan which reflects previously identified Species-At-Risk (Butternut) being present on the subject property.

Phase 2

- c. Phase 2 shall include five (5) industrial lots consisting of Lots 13-17 and the western part of Block 27 (Environmental Protection).
- d. Prior to final approval of Phase 2, an Environmental Impact Assessment and/or Natural Hazard Assessment shall be completed to the satisfaction of the City of Barrie and/or Lake Simcoe Region Conservation Authority (LSRCA). Such study(s) shall identify the development limits related to the natural heritage features associated with Lots 13 to 17 and Block 27 of the Phase 2 lands.

Development Services - Planning**Standard Conditions**

7. Prior to final approval, the City is to be advised in writing by each department or applicable agency how each of their conditions has been satisfied.
8. That prior to final approval and registration of the plan, the Owner shall confirm that all lots and blocks within the Draft Plan have been appropriately zoned in accordance with the *Planning Act* and the City's Comprehensive Zoning By-law.

9. The Owner shall agree to enter into a Subdivision Agreement with the City to satisfy all requirements financial or otherwise, including but not limited to the provision of roads, services, grading, landscaping, fencing, payment of development charges and engineering studies to support municipal services.
10. The Owner shall submit plans showing the proposed phasing and/or staging arrangements to the City for review and approval if this subdivision is to be developed by more than one registration.
11. The Owner shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the City.
12. The Owner shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the City of Barrie, the LSRCA and any other applicable agency/authority.
13. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the City, the LSRCA, and any other applicable agencies, to carry out or cause to be carried out, the recommendations and measures contained within the plans and reports as approved by the City and any other applicable agency.
14. The Subdivision Agreement shall be registered on title at the Owner's expense.
15. The Owner shall agree to register the Final Plan of Subdivision within three (3) years of Draft Approval otherwise the Draft Plan Approval shall lapse in accordance with Section 51(32) of the *Planning Act*, RSO 1990 c P.13 (the "Planning Act"). The City of Barrie may consider an extension to Draft Approval which shall be based on written information provided by the Owner to substantiate the extension. Any draft plan extension application must be made a minimum 120 days prior to the third anniversary of the Draft Plan of Subdivision approval date.
16. The Owner shall discharge any, and all, applicable City of Barrie Act or Local Improvement Charges associated with the subject property.

Development Services - Approvals

Special Conditions

17. Development of the subject lands shall be in accordance with the 400 East Secondary Plan and associated Master Plans.
18. Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the City of Barrie. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.
19. The Owner shall convey to the City of Barrie all ravine lands associated with Whiskey Creek. This shall include, but not limited to the delineated regional flood limit, registered top of bank limit and any natural heritage systems. In this regard, the Owner is to provide clarification prior to registration that the final boundaries for the Environmentally Protected (EP) lands that include the above parameters have been established and approved by the appropriate authorities.
20. The Owner acknowledges and agrees that redline revisions to the Draft Plan may be necessary to address the potential need for municipal servicing blocks and easements, as may be determined through detailed design.
21. The Owner acknowledges and agrees that all foundations are to be set a minimum of 0.5 metre higher than the highest recorded groundwater level.

22. Prior to registration of the plan, the Owner is responsible for providing a detailed stormwater management report in accordance with the parameters set out in the Drainage and Stormwater Management Master Plan, the Ministry of the Environment Stormwater Management Planning and Design Manual (2003), the Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (2016), and the City of Barrie's Storm Drainage and Stormwater Management Policies and Design Guidelines (2009) for the development of Block 27 as a stormwater management facility. If it is determined that this stormwater management block is not sufficient in size to facilitate the quantity/quality design standards of the day, development shall not proceed until storm drainage for this land can be accommodated. Any future increase in size of this block will result in the loss of developable lands and not the adjacent EP lands.
23. Phasing of development lots and associated municipal infrastructure will be reviewed at detailed design prior to registration by the City of Barrie Development Services Department - Approvals.
24. That easements for watermain and storm water management be confirmed during detailed design to the satisfaction of the City of Barrie Development Services Department - Approvals.
25. That the Functional Servicing Report and Preliminary Stormwater Management Report (dated June 2022 and revised February 2023) prepared by Pearson Engineering Ltd. be updated to the satisfaction of the City to reflect revisions as identified by the City of Barrie Development Services Department - Approvals comments dated March 6, 2023.

Standard Conditions

26. The Owner agrees and understands that Environmentally Protected, Natural Heritage System and/or Open Space Blocks are not to be used for the storing/stock piling of materials including but not limited to topsoil, equipment and building materials.
27. The Owner shall be responsible for the provision of all works and services including the connection to existing municipal services in accordance with current City development standards and policies and to the satisfaction of the municipality.
28. The Owner shall conform to all approved master engineering studies including environmental investigation, hydrogeological and hydrological studies, noise studies, traffic impact studies (all synchro analysis sheets to be included), etc., to determine the conditions under which development should be permitted and should be fully responsible for the provision of all works and services required to support the proposed land use in accordance with current City of Barrie Development Standards and Policies to the satisfaction of the City of Barrie Development Services Department-Approvals.
29. The Owner shall provide a Functional Servicing Report, completed by an experienced civil engineer, to assess all servicing, transportation, and environmental concerns associated with the proposed development to the satisfaction of the City of Barrie Development Services Department - Approvals.
30. The Owner shall be responsible for the development of appropriate storm, sanitary and water conveyance systems including outlet works and/or other related facilities, to the satisfaction of the Approvals-Engineering. In that regard, the proposed servicing shall include for the provision of the servicing to all external areas. A special provision must be implemented when outletting storm drainage into any environmentally sensitive areas.
31. The Owner will be responsible for complying with, and satisfying, all applicable policies and requirements of approval from the Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources and Forestry, Lake Simcoe Region Conservation Authority, and the City of Barrie, all in accordance with current City development standards and policies.

32. The Owner will retain the services of an experienced professional hydrogeological engineer to complete a hydrogeological study, all to the satisfaction of the City of Barrie Development Services - Approvals. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within 300 m of the subject property, and/or the zone of influence, and report of the possible impact the development of the plan will have on the existing water supply systems. Should the Approvals-Engineering apprehend or determine that the existing water supply systems will be altered or eliminated based on the study and any other available supporting data, the owner will be responsible for providing the interim and permanent restoration of the water supply systems, to the satisfaction of the City of Barrie. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.
33. The Owner acknowledges and agrees that the proposed development must be serviced from the municipal water distribution system.
34. The water distribution system for the subject land shall be of sufficient size to provide the maximum day usage plus maintain minimum fire flows, all to the satisfaction of the City of Barrie Development Services Department - Approvals.
35. The Owner is advised that draft approval does not in itself constitute a commitment by the City of Barrie or the Ministry of Environment, Conservation and Parks to provide servicing access to the City's Wastewater Treatment Plan or water supply plant. The subject plan may proceed to registration provided there is sufficient plant capacity and capability to serve the development. Plant capacity will be allocated for new development at the time of payment of development charges.
36. Before any site alteration within the subject property, the Owner and/or his agents will apply for a site alteration permit as described within By-law 2014-100. Prior to the commencement of any works within the site, all requirements, obligations, and control measures, as described within By-law 2014-100, will be in place and undertaken to the satisfaction of the City of Barrie and to the appropriate conservation authority in those areas which are under their jurisdictions. Further, it will be the owner's responsibility through its professional consultant, to maintain the said works for the duration of the subject development.
37. The Owner shall provide the City of Barrie with the registered plan of subdivision and all other associated plans referred to in Horizontal Control Surveys UTM (Zone 17) NAD83. They are to be supplied in both hard copy and digital format.
38. In order to mitigate the harmful effects of concentrated stormwater runoff into ravine areas, the Owner shall employ various means and methods to decrease the anticipated flow. Such methods may include redirection of the stormwater roof leaders to road, soak away pits, and rear yard infiltration galleries.
39. The Owner shall agree to convey any blocks and/or easements required for the provisions of utilities, municipal sanitary and water service, and stormwater management to the City, and/or appropriate authority.
40. Should the Ministry of the Environment, Conservation and Parks and/or the City of Barrie at any time conclude that the City of Barrie does not have sufficient water reserve capacity to adequately service this plan, development shall not proceed until the capacity issue can be resolved to the satisfaction of the Ministry of the Environment, Conservation and Parks and/or the City of Barrie.

Development Services – Parks Planning**Special Conditions**

41. The Owner is required to comply with the Parkland Dedication and Cash-in-Lieu of Parkland requirements under Section 51.1 of the *Planning Act*, RSO 1990 c. P.13 (the "Planning Act") and shall provide to the City a payment of 2% for Cash-In-Lieu in accordance with Section 51.1(3) of the *Planning Act*.
42. The Owner shall provide a deposit of \$125,000 to the satisfaction of the City in accordance with the site specific agreement for Ecological Offsetting/Tree Compensation now administered by the City of Barrie. Should additional funds be determined to be owing to the City or any refund owing to the applicant, the required deposit will be finalized prior to Registration.

Standard Conditions

43. The Owner shall provide a Vegetation Inventory and Tree Preservation Plan as required by By-law 2014-115 or its successor, towards obtaining a Tree Removal Permit to the satisfaction of the Director of Development Services.
44. Prior to issuance of a Site Alteration Permit, the Owner shall obtain a Tree Removal Permit, and shall not remove any trees from the site without written approval of the Director of Development Services. Any trees which are removed, injured or damaged as a result of construction activities without written consent shall be replaced and the City compensated.
45. That the Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the subdivision with the exception of those located within the Environmental Protection Block (Block 27) to the satisfaction of the Director of Development Services.
46. The Owner and their agents/contractors shall not cause harm to trees on or shared with adjacent lands outside the limit of this development without written consent from the adjacent landowner.
47. The Owner shall agree that the limit of preservation shall be defined as the 'Limit of Canopy' for trees to be preserved and that a minimum buffer of 5.0 metre is required between the preservation limit and building envelope limit(s) as per BSD-1235.
48. The Owner is required, at their cost and as a condition of the subdivision agreement, to install protective fencing in accordance with the approved Tree Preservation Plan and the approved Site Alteration Plan as per BSD-1232.
49. The Owner is required at their cost and as a condition of the subdivision agreement, to install 'Chain Link Fence' as per BSD-1210 adjacent to any land or block which abuts any Open Space Block, Natural Heritage System, and/or Environmentally Protected Block to the satisfaction of the Director of Development Services.
50. The Owner is required at their cost, prior to final approval, to engage the services of a qualified Landscape Architect to prepare and implement a comprehensive set of streetscape and landscape working drawings and specifications to address all streetscape/landscaping items for lands within the limits of the plan of subdivision prior to registration to the satisfaction of the Director of Development Services.
51. The Owner shall retain the services of the Landscape Architect until all landscape related works including but not limited to project monitoring, tree preservation, inspections, site management,

Letter of Credit reductions and sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Director of Development Services.

52. That the Owner/applicant provide a letter of clearance documenting that potential impacts to Species at Risk have been assessed according to Ministry of Environment, Conservation and Parks (MECP) guidance, and that any potential impacts to protected species of habitats have been addressed in accordance with the Endangered Species Act, 2007, to the satisfaction of MECP. The letter must be received prior to the commencement of any site works and as a condition of registration. If previously unidentified endangered or threatened species are found on the site, it is the responsibility of the Owner/applicant to contact both the City of Barrie and the Ministry of the Environment, Conservation and Parks to take appropriate action.

Transportation Planning

Special Conditions

53. The Owner shall construct Street 'A' from Bayview Drive to Street 'B' to be a 25 metre right of way in accordance with BSD-304.
54. The Owner shall construct a dual carriage cross section for Street 'A' from Bayview Drive to Street 'B'.
55. The Owner shall construct Street 'A' from Street 'B' from the easterly termination to be a 20 metre right of way in accordance with BSD-302.
56. The Owner shall construct Street 'B' to be 20 metre right of way in accordance with BSD-302.
57. The Owner shall construct the portion of Street 'B' south of Street 'A' in accordance with modified BSD-09 (Permanent Cul-de-Sac), specific requirements to be provided by Transportation Planning staff.
58. The Owner shall convey 10 metre by 10 metre daylighting triangles to the City at all proposed roadway intersections in accordance with BSD-323.
59. The Owner shall provide a road widening of 4.0 metres along the entire frontage of the Bayview Drive in accordance with the Schedule D of the Official Plan for an ultimate right of way of 34.0 metres is required along Bayview Drive.
60. The Owner shall convey a 0.3 metre reserve along the rear of Lots 3 and 4 adjacent to the railway corridor to the City at no expense and free and clear of any encumbrances.
61. The Owner shall convey a 0.3 metre reserve along the southern property boundary of Lot 17 adjacent to Street 'A' to the City at no expense and free and clear of any encumbrances.
62. The Owner acknowledges that Street 'A' at the intersection with Bayview Drive shall be under stop control.
63. On-street parking will be prohibited on one side of all local roadways. In this regard, the Owner shall ensure all reasonable efforts are taken to maximize the potential for on-street parking; this will involve consideration for driveway spacing and placement of hydrants.

Standard Conditions

64. The Owner shall ensure that the road allowances included in this draft plan are shown as public highways on the final plan and shall agree to dedicate those allowances to the City.

65. The Owner shall ensure that any dead ends and open side of road allowance created by this draft plan are terminated in 0.3 metre reserves and shall agree to convey those reserves to the City at no expense and free and clear of any encumbrances.

Legislative and Court Services

66. That the Owner be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the City.

Fire and Emergency Services

67. That the Final Draft Plan identify, as necessary, fire break lots prior to registration to the satisfaction of the Fire and Emergency Services Department.

Transit Planning

68. The Owner shall construct a pedestrian sidewalk on one side of the site's internal roads.

Business Performance and Environmental Sustainability

Special Conditions

69. Due to proximity to a site flagged with suspected contaminants, the Owner shall provide an updated subsurface investigation prior to registration of each phase and samples must be compared to Table 2: Full Depth Generic Site Condition Standards in a Potable Ground Water Condition to determine appropriate groundwater and soil management methods and contingency disposal methods. Should the development lands be identified as not meeting Table 2 standards, impacted areas will be flagged for remediation prior to issuance of Building Permits.
70. The Owner shall prepare a contaminant management plan outlining potential contaminants and how contaminated water from temporary construction dewatering will be monitored, mitigated, and treated prior to discharge.
71. The Owner demonstrate the property will conform to the Sewer Use By-law (2021-002) at the property line for Storm Sewer (Section 4, and Schedule A, Table 2) compliance requirements. Pre-treatment, if required, must be provided on individual properties or within the proposed stormwater management facility. The technical response to address this requirement is required from a licensed professional engineer.
72. The Owner acknowledges and agrees that prior to detailed design, the Business Performance and Environmental Sustainability Department shall be informed of the type of business or industry intended to be established at the Site for each industrial lot (Lots 1 to 25) and expected occupancy classification under the Ontario Building Code. Based on the business or industry, risk management measures (as determined by Business Performance and Environmental Sustainability) shall be implemented to mitigate risk to the City's drinking water sources and environment.
73. The Owner acknowledges and agrees that if geothermal systems are to be included in design, consultation must first occur with Business Performance and Environmental Sustainability Department.

74. A property line maintenance hole and/or sampling port is required on the property for the purpose of collecting isolated discreet sanitary and storm sewer samples from any industrial, commercial, or institutional premises in compliance with Sewer Use By-law 2021-002.
75. In the event excess fill is to be imported and/or removed from the Site, a Fill Management Plan is required confirming that the fill quantity and quality is acceptable for the designated receiving site. Confirmatory sample results are required demonstrating that the fill quality meets the standards set out in the Soil, Groundwater and Sediment Standards referenced in Ontario Regulation 153/04 with respect to all contaminants in the fill and Ontario Regulation 406/19 On-site and Excess Soil Management, as amended.

Standard Conditions

76. The Owner acknowledges and agrees to be responsible for complying with and satisfying all applicable policy requirements as laid out in the City of Barrie's Drinking Water Protection Policy to the satisfaction of the Business Performance and Environmental Services Department.
77. The Owner shall acknowledge and agree that permanent dewatering including, but not limited to, basement sump pumps and/or active foundation drainage is prohibited (as per the City's Drinking Water Protection Policy Section 5.1 as amended).
78. The Owner is responsible for complying with and satisfying all requirements of the City of Barrie's Deep Drilling Terms of Reference. Deep drilling and/or construction activities are not permitted beyond the upper aquitard without formal consultation with the City. This includes deep drilling required to file a Record of Site Condition, and deep construction activities (piles, caissons, excavations, underground parking etc.). This is to ensure a plan is in place to address risk to the municipal drinking water supply aquifer and off-site contaminant migration.
79. The Owner acknowledges and agrees that building supports are not permitted to be founded within the municipal supply aquifer in accordance with the City's Drinking Water Protection Policy. Drawings provided for detailed design shall clearly note proposed elevations of foundation supports and shoring.
80. The Owner shall provide the following information to screen for Environmental Risk Management study requirements:
- a) Maximum depth of excavation (masl or m below current grade) including shoring etc.;
 - b) Maximum depth of foundation (masl or m below current grade) i.e., piles, caissons, site servicing etc.; and
 - c) Percentage of site to be developed.
81. The Owner shall conform to environmental studies including hydrogeological study, contamination management plan, and foundation plan etc. to determine site characteristics, necessary mitigation measures and development constraints, being responsible for the provision of all works and to the satisfaction of Business Performance and Environmental Sustainability.
82. The Owner shall retain the services of a professional hydrogeological engineer to prepare a hydrogeological study to identify the seasonally high-water table, construction dewatering requirements, and conduct sampling analysis comparing to Table 2: Full Depth Generic Site Condition Standards in a Potable Ground Water Condition.
83. The Owner is advised that based on the zoning/land use of the subject lands and the vulnerable area (SGRA), and suspected contamination within close proximity of the site, infiltration through low impact development (LID) from clean surfaces (i.e., vegetated areas, rooftop runoff) is not permitted without the Owner first demonstrating each industrial lot (Lots 1 to 25) complies with Table 2: Full Depth Generic Site Condition Standards in a Potable Ground Water Condition.

Sample analysis must be completed within the entire extent of the proposed construction area. Please be advised that storage and filtration are always permitted.

84. The Owner agrees to mitigate the over usage of winter maintenance materials by employing best management practices for parking lot design, locating snow storage locations along down gradient edges of parking lot(s), and directing runoff to pervious surfaces. Should meltwater runoff be directed along impervious surfaces, stormwater collection devices shall be immediately downgradient and collected water shall be routed through an MTD in accordance with City approved Technical Bulletin. Snow storage locations will be confirmed during detailed design.
85. The Owner shall ensure that priority shall be given to directing downspout and/or roof drain and leaders to pervious surfaces. In the event that this cannot be adhered to, runoff shall be directed away from pedestrian pathways, vehicle thoroughfares, and parking areas.
86. The Owner will be responsible for the identification and abandonment of any existing on-site wells and/or septic systems, all in accordance with the Ministry of the Environment, Conservation and Parks Regulations.
87. The Owner is advised that Industrial, Commercial, and Institutional (ICI) properties are not eligible for the Municipally Provided Front End Bin Program. The Owner will be required to pay for waste collection services through a private collection contract.

Lake Simcoe Region Conservation Authority (LSRCA)

88. That this approval is applicable to the Draft Plan of Subdivision prepared by Innovative Planning Solutions Inc., identified as Drawing: File 20-915, revised March 8, 2023, and may be subject to redline revisions based on the detailed technical plans and studies for Phase 1 and Phase 2. It is recognized for the subsequent conditions that clearance may be provided on a Phase by Phase basis.
89. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the City of Barrie and, if applicable the LSRCA:
 - a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (April 2022) and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
 - b) A detailed erosion and sediment control plan;
 - c) A detailed grading and drainage plan;
 - d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan;
 - e) A detailed Environmental Impact Study;
 - f) Edge Management Plan to minimize impacts tree removal on retained woodlands; and
 - g) A Planting Plan for the improvement of the vegetation protection zone to any Natural Heritage Features in accordance with 6.33-DP and 6.34-DP of the Lake Simcoe Protection Plan.
90. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with Designated Policy 6.40 of the Lake Simcoe Protection Plan and the Water Balance Recharge Policy (2021):
 - a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures, if required

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91. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy (2021):
- a) Phosphorus budget
 - b) Compensatory measures, if required
92. That the Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the City of Barrie.
93. That the Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the City of Barrie.
94. That the Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
95. That prior to final plan approval, the Owner shall pay all development fees to the LSRCA, if applicable, in accordance with the approved fees policy, under the Conservation Authorities Act.
96. That the Owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
97. That prior to final plan approval, the Owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.
98. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

Enbridge Gas Distribution

99. The Owner shall agree in the Subdivision Agreement in wording satisfactory to Enbridge Gas Distribution:
- a) To coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities;
 - b) That streets are to be constructed in accordance with municipal standards;
 - c) That streets be graded to final elevation prior to the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution;
 - d) That all of the natural gas distribution system will be installed within the proposed municipal road allowances therefore easements will not be required; and,
 - e) In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.

Bell Canada

100. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the City:
- a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
 - b) That any easements, which may include blanket easements, for telecommunication services are to be granted to Bell Canada as required, and in the event of any conflict with existing facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
 - c) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
 - d) That prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available with the proposed development to provide communication/telecommunication service, including emergency management services (i.e., 911 Emergency Services).

Alectra Utilities

101. The Owner shall agree to satisfy the requirements of Alectra Utilities with respect to the provision of electrical utilities.

Ministry of Heritage, Sport, Tourism and Culture Industries

102. The Owner shall complete an archaeological assessment of the subject property and agree to complete all recommendations and requirements of such assessment, including the mitigation and/or salvage of any significant archaeological remains to the satisfaction of the Development Plans Review Unit of the Ministry of Heritage, Sport, Tourism and Culture Industries, and the City if such significant archaeological remains are found within the lands to be dedicated to the City.



March 22, 2023

Michelle Banfield, RPP
Director of Development Services
City of Barrie

Date

Notes to the Draft Plan of Subdivision Conditions

1. The subject lands are located within a Source Protection Vulnerable Areas. Any proposed infiltration LID features are required to be designed in accordance with the City of Barrie Infiltration Low Impact Development Screening Process. A copy of the document can be obtained by using the link below.

<http://www.barrie.ca/sites/default/files/2022-07/2017-05-02%20LID%20Guidance-Final.pdf>

Based on the zoning/proposed land uses for the proposed site, Low Impact Development is permitted with conditions. Infiltration of paved surface runoff is not permitted; however infiltration of rooftop and vegetated surfaces is permitted. If infiltration LID practices will be implemented, please contact the Risk Management office for more information.

2. The LSRCA will require the following prior to the issuance of a clearance letter:
 1. A copy of the executed subdivision agreement.
 2. A copy of the draft M-Plan.
 3. A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.

SCHEDULE "W"

ENGINEERING CONDITIONS

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Refer to the attached fifteen (15) pages being the Engineering Conditions dated May 16, 2024.

**ENGINEERING CONDITIONS
FOR
80 BIG BAY POINT ROAD INDUSTRIAL SUBDIVISION (D30-014-2021)
(RINOMATO GROUP)
INDUSTRIAL PLAN OF SUBDIVISION**

A proposed industrial development – Located north of Big Bay Point Road and east of Bayview Drive.

SPECIAL CONDITIONS

These special conditions, along with the general conditions, constitute the overall conditions for this development.

General

- 1.1 These engineering conditions, as described herein, may be revised at the discretion of the City of Barrie after one (1) year from the date of approval, unless the plan is registered within this time frame.
- 1.2 The general requirements are shown on the Engineering Plans titled “80 Big Bay Point Road Industrial Subdivision”, namely:
 - Roads, municipal services and drainage as shown on drawing numbers ND-1 – ND-7, GS-1, STM-1, STM-2, STM-3, SAN-1, PD-1, CUP-1, WM-1, PMS-1, LG-1, LG-2, LG-3, PP-1 – PP-6, SC-1 – SC-5, SWM-1, SWM-2, SWM-3, EP-1, EP-2 and EP-3, as prepared by Pearson Engineering Ltd. (project number 20033). The Works are to be installed as per the approved drawings to the satisfaction of the Development Services Department.
 - Street lighting as shown on drawing numbers EL-001, EL-002, EL-003, SL-001, SL-002 and DT-001, of project number 359A_21_200, as prepared by DPM Energy Inc. The Works are to be installed as per the approved drawings to the satisfaction of the Development Services Department.
 - Landscaping as shown on drawing numbers, L100 – L103, L200, LD300, LD301, TP100 and TP101, of project number 21-5602, as prepared by Strybos Barron King Landscape Architecture. The Works are to be installed as per the approved drawings to the satisfaction of Parks Planning.
- 1.3 The owner will obtain written approval from the Ministry of the Environment, Conservation and Parks (MECP), and the Lake Simcoe Region Conservation Authority (LSRCA), as they relate to the development of the subject property.

Roadways

- 2.1 The owner will be responsible to obtain a Right of Way Activity Permit for any works located within an existing municipal road allowance.
- 2.2 The owner will be responsible to supply and install all temporary and permanent pavement markings, regulatory and warning signage, and street name signs as per the approved engineering drawings prepared by Pearson Engineering Ltd.
- 2.3 The owner acknowledges that all temporary and permanent pavement markings, signage shall conform with the Ontario Traffic Manuals. All posts and mounting hardware shall conform with current OPSD and standards.
- 2.4 The owner acknowledges that prior to purchase and installation of the approved signage as per the approved engineering drawings prepared by Pearson Engineering Ltd., they shall provide the sign

purchase order quote which shall include sizing, font, colour, and reflective sheeting and shall be confirmed with Development Services.

Stormwater

- 3.1 As a requirement of registration, the developer is required to construct a stormwater management pond. This stormwater pond shall be designed, constructed, and landscaped to the satisfaction of the City of Barrie, MECP and LSRCA. Registration will not be entertained until all details concerning the proposed stormwater management plan have been addressed to the satisfaction of the City of Barrie and the LSRCA.
- 3.2 The owner acknowledges that it shall retain ownership of the stormwater management pond lands, and that the lands shall remain the responsibility of the owner until the City enacts a By-law to accept and assume the municipal services associated with the Draft Plan of Subdivision lands (D30-014-2021) that drain to the stormwater management pond, at which time the stormwater management pond lands shall be conveyed to the City of Barrie at no cost.
- 3.3 The owner will be responsible, to purchase and install the necessary hazard advisory signage from the City of Barrie, for the stormwater management pond, all to the satisfaction of the City of Barrie prior to assumption.
- 3.4 The owner will be responsible for accommodating and conveying all external storm drainage without flooding the adjacent lands.
- 3.5 The owner shall coordinate and provide necessary storm drainage easements in accordance with the approved plans to the satisfaction of the City of Barrie.
- 3.6 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 2 through 9:

"Purchasers are advised that the City of Barrie has legal ownership of a storm drainage easement over a portion of the subject property for conveyance of stormwater flows (channel/swale) which may be subject to future corrective maintenance and repair (erosion/sediment). It is the landowner's responsibility to maintain the channel/swale in proper working condition by ensuring that the channel/swale is maintained (grass trimming) and kept clear of garbage and debris to ensure the channel/swale functions as designed".

- 3.7 The owner will be responsible to adhere to all applicable policies and obtain any necessary permits from the LSRCA.

4 Sanitary

- 4.1 The owner is responsible for providing a local sanitary sewer throughout the development, at a sufficient depth and capacity to accommodate the registration lands.
- 4.2 The following warning clause shall be included in the Offer of Purchase and Sale or Lease for Lot 4:

"The purchaser is advised that the City of Barrie has legal ownership of a sanitary sewer easement over a portion of the subject property for buried sanitary infrastructure which may be subject to maintenance, repair, and replacement. This buried sanitary infrastructure also includes maintenance holes that extend to the surface with access lids. It is the landowner's responsibility to ensure that these lids are kept clear of garbage and debris. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the City of Barrie. The maintenance hole locations are shown on the Approved Engineering Plans."

5 Watermain

- 5.1 The owner will be required to provide a safe and reliable water system, of sufficient size, to service the development which will be connected to the existing City of Barrie's Zone 2S Reduced water distribution system all in accordance with the Engineering Drawings prepared by Pearson Engineering Ltd.

- 5.2 The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots 3 and 4.

"Purchasers are advised that the City of Barrie has legal ownership of a watermain easement over a portion of the subject property for buried watermain infrastructure which may be subject to maintenance, repair, and replacement. Purchasers shall also be advised that the grade/surface treatment of this easement shall not be altered without the permission of the City of Barrie."

6 Lot Grading

- 6.1 The owner will be responsible to grade all lots in accordance with the City of Barrie's Lot Grading and Drainage Infrastructure Design Standard.

7 Fencing

- 7.1 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the rear lot boundary of Lots 10 through 17.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands to be owned by the City of Barrie to the satisfaction of the Executive Director of Development Services.

- 7.2 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the southern boundary of Lot 3 and Lot 4.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands owned by the Owner of the subject property to the satisfaction of the Executive Director of Development Services.

- 7.3 The Owner will be responsible for constructing a 1.52 meter (5 foot) high chain link fence as per detail P1210 (formerly BSD-1210) in the following locations as noted and as per the approved landscape plans:

- (a) Along the west lot boundary of Stormwater Management Pond Block 26, abutting future private Lot 10.

- (b) Along the southern lot boundary of Stormwater Management Pond Block 26, abutting future private Lot 9.

The chain link fencing is to be inset a minimum of 150 mm from the property line on lands to be owned by the City of Barrie to the satisfaction of the Executive Director of Development Services.

- 7.4 The Owner is responsible for constructing Vehicular Control Gate(s) per detail P1216, and Timber Bollard(s) per detail P1217 in the following locations as noted and as per the approved landscape plans:

(a) Vehicular Control Gates and Timber Bollards along the Stormwater Management Block 26 frontage onto Ironstone Crescent, as shown in drawing L200, to close the stormwater management pond facility from public vehicular access.

(b) Timber bollards along the inside of the maintenance access route, inset 1.0m and spaced 3.0m on centre.

7.5 If chain link fencing, vehicular control gate(s), or timber bollards are not installed, the City of Barrie reserves the right to utilize the Letter of Credit securities to immediately initiate and/or complete the installation of said items and shall include a standard administration surcharge in accordance with the current Fees By-law. The fencing and demarcation features shall be shown on all applicable landscape drawings to the satisfaction of the Executive Director of Development Services.

8 Conveyance in Title and Easements

8.1 Upon registration, the owner will be required to dedicate a 4.0-metre-wide road allowance widening along the full frontage of Bayview Drive, in fee simple, and at no cost to the City of Barrie.

8.2 Upon registration, the owner will be required to convey to the City of Barrie, a 0.3m reserves along the full frontage of Big Bay Point Road.

8.3 Upon registration, the owner will be required to convey to the City of Barrie, a municipal "Stormwater Management Pond" easement over Block 26.

8.4 The owner acknowledges that it shall retain ownership of the stormwater management pond lands (Block 26) until the enactment of the subdivision assumption By-law, at which time this block shall be conveyed to the City of Barrie, in fee simple, and at no cost.

8.5 The owner acknowledges that it shall retain ownership of Block 27 (Whiskey Creek – Environmentally Protected Lands) until the enactment of the subdivision assumption By-law, at which time this block shall be conveyed to the City of Barrie, in fee simple, and at no cost.

8.6 Upon registration, the owner will be required to convey to the City of Barrie, a storm drainage (overland flow) easement along the rear of lots 2 through 9 to accommodate and convey overland storm drainage.

8.7 Upon registration, the owner will be required to convey to the City of Barrie, a combined storm drainage (overland flow) and sanitary sewer easement along the rear yard (east limit) of lot 4 to accommodate and convey overland storm drainage and sanitary sewage.

8.8 Upon registration, the owner will be required to convey to the City of Barrie, a sanitary sewer easement along the side yard (north limit) of lot 4 to accommodate and convey sanitary sewage.

8.9 Upon registration, the owner will be required to convey to the City of Barrie, a watermain easement along the common property-line of lots 3 and 4 to accommodate a watermain.

8.10 Upon registration, the owner will be required to convey to Alectra, a switchgear easement over a portion of Blocks 2 and 17 for switchgear placements.

9 Contributions

9.1 The owner will contribute, to the City of Barrie, a winter road maintenance fee in an amount of \$13,553.31 deemed necessary to cover future winter road maintenance for the first 3 years of operation (Per Fees By-law 2023-23 – Year 1, \$3,252.85/ln.km – Year 2, \$2,591.67/ln.km – Year 3, \$1,288.80/ln.km / @ 1.9 ln.km). In addition to this contribution, the owner shall provide a cash deposit in the amount of \$7,000.00 to cover future winter road maintenance for year 4 and up to

assumption. Upon assumption, the owner shall request in writing that the Development Services Department release them from any further obligation for winter road maintenance costs.

- 9.2 The owner will contribute, to the City of Barrie, a winter sidewalk maintenance fee in an amount of \$2,972.34 deemed necessary to cover future winter sidewalk maintenance for the first 3 years of operation (Per Fees By-law 2023-023 – Year 1, \$2,414.56/km – Year 2, \$868.71/km – Year 3, \$432.15/km / @ 0.8 km). In addition to this contribution, the owner shall provide a cash deposit in the amount of \$1,000.00 to cover future winter sidewalk maintenance for year 4 and up to assumption. Upon assumption, the owner shall request in writing that the Development Services Department release them from any further obligation for winter road maintenance costs.
- 9.3 The owner will contribute, to the City of Barrie, an amount of \$1,595.00 for eleven (11) hydrants @ \$145.00/hydrant, deemed necessary to cover the future cost of high-pressure blasting, priming, and painting of all hydrants. The City of Barrie shall undertake this work upon final acceptance of this development.
- 9.4 The owner will contribute to the City of Barrie, an amount of \$11,663.16 for three (3) horizontal and three (3) vertical control monuments @ \$1,943.86/monument, deemed necessary to cover the future cost of installing Control Monuments throughout the entire subdivision. The City of Barrie shall undertake this work upon final acceptance of this development.

**ENGINEERING CONDITIONS
FOR
80 BIG BAY POINT ROAD INDUSTRIAL SUBDIVISION (D30-014-2021)
(RINOMATO GROUP)
INDUSTRIAL PLAN OF SUBDIVISION**

GENERAL CONDITIONS

10 General

- 10.1 The Ontario Provincial Standard Specifications and Drawings (OPSS & OPSD), in addition to the City of Barrie Standards, will form part of these “General Conditions” and will include supplemental specifications that are issued from time to time which modify or further define these standards and specifications.
- 10.2 The City of Barrie reserves the right to order field revisions at the expense of the owner.
- 10.3 Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the City of Barrie. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.
- 10.4 The owner agrees to discharge any, and all, applicable City of Barrie Act Charges or cost sharing obligations associated with the development.
- 10.5 As a requirement of the development, the owner will be responsible for entering into a Subdivision Agreement with the City of Barrie.

11 Roadways

- 11.1 The owner will construct all roads, within the proposed development, to City of Barrie’s Subdivision Road Standards, including but not limited to, curb and gutter, hot mix asphaltic concrete, granulars, storm sewers, sub-drains where applicable, and appurtenances, sidewalks, streetlights, driveway approaches, and sodded boulevards to the satisfaction of the Development Services Department.
- 11.2 All roads unless otherwise specified will be a minimum of 9.4 metres in width, consisting of 100 mm HL8 and 40 mm of HL3, depths of asphalt pavement on 540 mm of Granular “B” and 150 mm of Granular “A”, and designed with regard to the existing Geotechnical Conditions.
- 11.3 Any dead-ends, open sides, or reverse frontages on road allowances, created by this Plan of Subdivision, will be terminated in a 0.3 metre reserve, to be conveyed to the City of Barrie.
- 11.4 If temporary turning circles are required, the pavement structure will be constructed such that a minimum radius of 15 metres is provided. The property required to construct the temporary turning circle will be shown as a part or parts on a reference plan (if required) and will be subject to a temporary turning circle agreement, in favour of the City of Barrie, until the roadway is extended.
- 11.5 The owner will provide nursery sod on a minimum of 200 mm topsoil on both sides of all streets within the subdivision. Prior to placement of topsoil, the source stockpile must be lab tested with multiple samples at varying depths and locations to show that the topsoil is suitable for maintaining sod. Any soil amendments resulting from testing results must be made prior to placement on site.
- 11.6 The owner will provide Light-Emitting Diode (LED) streetlights for all streets within this subdivision.
- 11.7 The City of Barrie will require that the owner install and maintain erosion protection and sediment control measures during construction, within this development, such that erosion and sedimentation are controlled within the Plan of Subdivision.

- 11.8 The owner agrees to prepare and post signs to the satisfaction of the Development Services Department, which indicate that this subdivision is under development control, and that the streets and services are not assumed by the City of Barrie. These signs will be erected at each vehicular access to the development and maintained by the owner until the streets and services are assumed by the City of Barrie at which time the owner will have the signs removed.
- 11.9 The owner agrees to prepare and erect temporary street signs prior to the issuance of any Building Permits within the development, all to the satisfaction of the Development Services Department.
- 11.10 The owner will be responsible for the provision of trees (minimum 60 mm calliper) within the boulevard area of the municipal road allowance. Accommodations for reduced planting opportunities within the streetscape may be accommodated on private property at the discretion of the Municipality. The quantity, location, and species of trees to be according to the planting plan and specifications submitted by the owner and approved by the Development Services Department. All planting will be according to City of Barrie Specifications and maintained throughout the Guaranteed Maintenance Period. All vegetation is required to have a minimum two (2) year warranty period beginning from the time of inspection and acceptance by staff.
- 11.11 The owner shall be responsible for pavement markings such as centre lining, stop blocks, crosswalks, and tapers in accordance with the approved engineering drawings. The required markings will be placed upon completion of the base course and top course asphalt layers or as directed by the City of Barrie.
- 11.12 The owner will be responsible for obtaining a Right of Way Activity Permit for construction access and all works within the assumed municipal road allowance.
- 11.13 The owner shall ensure, at their expense, that all boulevards remain in full compliance with the Boulevard Garden Policy (Motion 05-G-147, By-law 2005-256) until such time as the development is assumed by the City and throughout the 'Guaranteed Maintenance Period' to the satisfaction of the Development Services Department.
- 11.14 The owner will be responsible for the incorporation of the following clause in the purchase and sale / lease agreement:

"Purchaser/Tenants are advised that they shall be responsible for ensuring that the Municipal Boulevard remains in full compliance with the City of Barrie's Boulevard Garden Policy. Any infractions or works undertaken by the Purchaser/Tenants which do not conform to the Boulevard Garden Policy shall be removed and/or corrected to the satisfaction of the Development Services Department, upon receipt of written notice within ten (10) business days. All costs incurred and/or required works shall be the responsibility of the Purchaser/Tenants."

- 11.15 A "no dealings" clause will be placed on all lots and blocks on dead-end streets which do not have an appropriate turning circle.

12 Stormwater

- 12.1 The owner will accommodate all existing drainage, within and external to, the subject plan, according to the City of Barrie's current Stormwater Management Policies. Where improvements and / or adjustments to the existing systems are necessary to facilitate this development, it will be the owner's responsibility to provide the necessary works, including outlet improvements, as required.
- 12.2 The owner will be responsible for the preparation of a Stormwater Management Study that will recommend the means by which the stormwater, within and external to the site, should be accommodated.
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- 12.3 The owner will be responsible for carrying out the recommendations without limiting the general or specific requirements of the above referenced Stormwater Management Report. The owner will provide appropriate erosion and sediment control, within the development areas, to protect applicable watercourses from the impact of runoff from the development. The owner will maintain the erosion and sediment control facility in an acceptable fashion complete with safety devices, if required.
- 12.4 The owner will provide storm sewers, suitably designed and of sufficient depth, to provide for the proper drainage of the lands, within and external to the subdivision, and discharged to drainage outlets as directed.
- 12.5 The storm sewer system, within the development, will be located mainly within the road allowances, and in other easements and alignments, as required.
- 12.6 The owner shall provide maintenance holes at the extremities of all sewers. In addition, connections to the storm sewer are to be made preferably at maintenance holes, to the satisfaction of the Development Services Department.
- 12.7 The owner is to provide a safety grate, at the inflow and outflow of all culverts, in the proposed development.
- 12.8 Before final approval and registration of the plan, the owner or his agents will submit an Erosion and Sediment Control Plan, prepared to the satisfaction of the City of Barrie and the LSRCA. This plan will detail the means by which erosion and sediment, and their effects, will be reduced during and after the construction period. The installation of appropriate sediment and erosion control measures must be in place before commencing any works on the site.

13 Sanitary

- 13.1 The owner will be responsible for providing all sanitary sewage facilities to accommodate sanitary sewage flows, within and external, to the subject lands.
- 13.2 The owner will provide a 250 mm minimum diameter polyvinyl-chloride pipe or acceptable alternative, with maintenance holes provided along and at the extremities, to be placed mainly along the centre lines of all road allowances of sufficient depth and suitable slope to serve every lot within the subdivision and accommodate land tributary to the areas as determined by the Development Services Department and designed to discharge to a sufficient outlet.
- 13.3 The owner will provide one (1) sanitary sewer service lateral of 200 mm minimum diameter to approximately the centreline of each lot or dwelling unit, to a point 2.0 metres beyond the limit of the road allowance.

14 Watermains

- 14.1 The owner acknowledges and agrees that the proposed development must be serviced from the municipal water distribution system.
- 14.2 The owner agrees that in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided to the satisfaction of the Development Services Department.
- 14.3 The owner will provide 150 mm minimum diameter watermains of Class CL52 Ductile Iron or PVC Class 150 (DR18) with properly spaced hydrants and valves, to be placed mainly within the boulevards of all road allowances of sufficient depth and size to serve every lot within this subdivision. However, cul-de-sacs, unless otherwise directed, shall be serviced from a 50 mm diameter Type "K", third party (W.H.), soft copper waterline as per W513.

- 14.4 The owner acknowledges and agrees that the minimum diameter pipe size for the water distribution system, to be installed to the subject Plan of Subdivision, shall meet or exceed the pipe sizes recommended in the Master Servicing Plan. Also, these watermains shall be of sufficient size to provide the maximum day usage plus maintain the minimum fire flows, as stated in the City of Barrie's most recent Water Distribution Specifications.
- 14.5 The owner will provide one (1) fire service lateral of 150mm minimum diameter and one (1) water service lateral of 50 mm minimum diameter to the limit of the road allowance of each lot, to a separation of 2.5 metres from the sanitary sewer service lateral and located as to avoid driveway entranceways.
- 14.6 The owner acknowledges and agrees that no connection to the municipal water systems will be permitted prior to registration of the City of Barrie's Subdivider's Agreement.
- 14.7 The owner acknowledges and agrees that written approval from the Development Services Department, for materials required, shall be obtained prior to commencing with the installation of the water distribution systems.
- 14.8 The owner agrees to relocate, support, or modify, at his own expense, any existing utility service facilities as may be necessary, by reason of the work as required by the Plan of Subdivision.
- 14.9 A minimum residual pressure of 275 Kpa (40 psi) shall be provided in all sections of the water distribution system under conditions of peak hour demand when no fire flow allowance is made.
- 14.10 The owner will be responsible for the preparation of a water distribution analysis report that will recommend the means by which the water distribution system, within and external to the site, should be facilitated.

15 Parkland Conditions

- 15.1 The owner shall provide to the City of Barrie, a cost estimate and work schedule for the completion of the departmental requirements with a 100% Letter of Credit for such works.
- 15.2 The owner will have a detailed inventory prepared of all existing trees, an individual list of dead / diseased or dying trees, an assessment of significant trees that will be preserved, and the proposed methods of tree preservation as applicable to the satisfaction of the Development Services Department.
- 15.3 The owner will not remove, damage, or cause harm to any trees which have been identified to be preserved without the prior written approval by the Parks Planning Branch of the Development Services Department.
- 15.4 The owner will implement a maintenance schedule for all trees identified as hazardous, diseased, dead, or dying, prior to the construction of homes within the limit of the development. The owner will prune, cut down, and remove from the lands in the plan, all hazardous, diseased, and dead trees, upon receipt of written notice from the Development Services Department. The maintenance requirements for all trees within the limit of the development identified shall remain in effect until the final Acceptance of Works and the end of the Guaranteed Maintenance Period.
- 15.5 The owner will ensure that a minimum table land of no less than 5.0 metres be provided between the municipally approved limit of preservation and any building envelope in accordance with BSD-1235.
- 15.6 The owner is responsible for engaging the service of a qualified Landscape Architect to prepare a complete set of working drawings, details, specifications and cost estimates for the boulevard streetscape, storm water management and planting prior to registration. The drawing package shall include, but not be limited to boulevard street tree planting, root barriers for boulevard trees,

fencing, storm water pond planting, plant lists, notes, details and cost estimates to the satisfaction of the Development Services Department.

- 15.7 The owner is responsible for retaining the services of a qualified Landscape Architect to manage and implement all landscape / streetscape related items including, but not limited to construction / site supervision, reporting, fencing, boulevard planting layout, planting, root barrier installation (sidewalks and driveways), boulevard inspections, pond planting, resident complaints, liaison with the City of Barrie, preservation inspections, assumption inspections, Letter of Credit release, inspections for acceptance and inspections for the end of the Guaranteed Maintenance Period. The Landscape Architect is required to maintain inspection logs of all field / site visits and inspections through to the end of general maintenance.
- 15.8 The Owner agrees to install trees and/or shrubs within the rights-of-way of all streets, open space blocks, stormwater management facilities and valley lands to be dedicated to the Municipality, and/or individual lots or blocks in accordance with the approved Landscape Plans prepared by the Landscape Architect, as shown in Schedule "C" to this Agreement.
- 15.9 The owner agrees, at assumption, to provide a "digital file" consisting of all constructed / installed subdivision landscape, SWMF and streetscape elements. The digital data must be compatible with the City of Barrie Standards.
- 15.10 All vegetation including pond planting, naturalization planting, buffer planting and street trees shall be guaranteed for a minimum of two (2) years. Note: Depending on time of installation, the warranty period may have to extend past the end of the Guaranteed Maintenance Period.
- 15.11 For the purpose of inspections for the release of securities, endorsement of Assumption or the End of General Maintenance Period the owner agrees that for the purpose of vegetation health assessment; inspections must be completed between the period of spring leaf flush and September 15th of any given year. Staff will commit to ensuring that the required follow up inspections are completed by October 1st of any given year for this purpose. Inspections that are completed outside of this defined window will not be accepted or considered valid. In addition, vegetation health assessments are only valid for the year in which they were performed, reviewed, and accepted by staff.
- 15.12 The owner agrees that the Engineering Consultant and the Landscape Architectural Consultant will work jointly to ensure that lot servicing is designed to accommodate the placement of boulevard trees wherever possible. This includes but is not limited to the strategic placement of water and sanitary services, grouping of elements such as streetlights and transformers within the boulevard, placement of utility services and Canada Post boxes to the satisfaction of the Development Services Department.
- 15.13 The owner will be responsible for the incorporation of the following clauses in the purchase and sale / lease agreement:

"Purchasers are advised that lots abutting Environmentally Protected (EP) Lands referred to as Block 27. Purchasers are advised that a 1.52 metre (5 foot) high galvanized chain link fence (BSD-1210) will be installed on the Municipality's side of the property line along the perimeter of the EP adjacent to industrial lots. Any person altering the fence, including the installation of gates or dumping debris including yard waste into the EP lands is subject to prosecution. In addition to any fine that may be imposed, the Owner/Applicant will be required to reinstate the fence and/or clean up debris to the satisfaction of the Executive Director of Development Services."

16 Fencing

- 16.1 The Owner is responsible for ensuring that no gates shall be constructed within any City of Barrie required fencing for the development. In the event that gates are installed by any individual, the Owner shall be required to restore the fencing to City of Barrie Standards effective until the end of the Guaranteed Maintenance Period to the satisfaction of the Development Services Department.

17 Sidewalks

- 17.1 As per OPSD requirements, the owner will provide concrete sidewalks throughout the development according to the approved engineering drawings.

18 Driveway Locations

- 18.1 The owner will be responsible for including on all "Lot Development Plans", the locations of utility apparatus (water service box, electrical vaults, streetlights, and pedestals) to avoid conflicts with the proposed driveway entrances. In that regard, the owner is to ensure that they generally site the driveway entrances on the opposite side of all utility apparatus.

19 Street Lighting

- 19.1 The owner will ensure, wherever possible, that a streetlight is located at the end of all walkways where they abut the municipal roadway.
- 19.2 The owner shall place with the City of Barrie Finance Department a \$12,000.00 cash deposit to cover the cost of electric power to supply all streetlights within this development, or each phase of development, from the date Alectra energizes such facilities, and sixty percent (60%) of the lots or units are occupied. Upon meeting this condition, the owner shall request in writing that the Development Services Department release them from any further obligation for electrical costs, and that the balance of their cash deposit for electric power be refunded.
- 19.3 Should the electrical costs be greater than the sum deposited, the owner shall be invoiced for the difference. Any outstanding invoices must be paid prior to acceptance of the development and subsequent Letter of Credit reductions.

20 Lot Grading

- 20.1 The owner will prepare a "General Lot Grading Plan", as part of the Engineering drawings, which will be reviewed by the Development Services Department.
- 20.2 The owner will prepare "Lot Development Plans", as outlined in the Lot Grading and Drainage Control Procedures, to the satisfaction of the Building Services Department.
- 20.3 Prior to registration, the owner is required to obtain written approval from adjacent landowners (outside of the plan) if the proposed grading affects the adjacent property.
- 20.4 The owner will be responsible for the incorporation of the following clause(s) in the purchase and sale / lease agreement:

"Purchasers are advised that no fences, trees and other landscaping features may be installed on the lot, other than those approved by the Municipality, until a final lot grading certificate has been received by and approved by the Municipality in accordance with the requirements of the Subdivision Agreement."

"Purchasers are advised that the Municipality has reserved the right to amend the provisions and details of the lot grading plans filed with the Agreement and that such amendments may result in alterations to features in said plans or the

additions of other features, including, but not limited to, retaining walls. Owners are advised to consult with the Municipality to ascertain the particulars of any amended grading for any individual lot or lots and are cautioned not to rely solely upon the provisions and details contained in the lot grading plans filed with the Agreement."

21 Emergency Measures

- 21.1 Whenever the construction site is unattended by a representative of the owner's Consulting Engineer, the name, address, and telephone number, of a representative of the owner, will be given to the Development Services Department. This representative will be available on a continuous basis and will have the necessary authority to mobilize workers and machinery, and to take any action as directed by the Development Services Department, in case of emergency or requirement for maintenance that was caused by the owner's negligence, act of God, or any cause whatsoever.
- 21.2 Should the owner be unable to carry out the immediate remedial measures required, the City of Barrie will carry out the necessary remedial measures, the costs of which will be charged to the owner, in accordance with the provisions of the Subdivider's Agreement.

22 Private Wells

- 22.1 The owner shall be responsible for the identification and abandonment of all existing wells on site, as per the Ontario Water Resources Act Reg. 903, s.21. Copies of the water well record, detailing the procedures of the well abandonment and well location, must be submitted to the Ministry of the Environment and the City of Barrie prior to any development works proceeding on the site.

23 Environmental

- 23.1 If a study encompassing the development lands has not already been performed, the owner will retain the services of a Professional Hydrogeological Engineer who must be approved in writing, by the Development Services Department. The owner must complete a Hydrogeological study by the said Professional Hydrogeological Engineer, to the satisfaction of the Development Services Department. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within three hundred metres (300 metres) of the subject property, and / or the zone of influence and report of the possible impact the development of the plan will have on the existing water supply systems. Should the Development Services Department determine that the existing water supply systems will be altered, or eliminated, based on the study and any other available supporting data, the owner will be responsible for providing the interim and permanent restoration of the water supply systems, to the satisfaction of the Development Services Department. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.

24 Erosion Control

- 24.1 Before any site alteration within the subject property, the owner or his agents will make application for a Site Alteration Permit as described within By-law 2014-100. Prior to commencement of any works within the site, all requirements, obligations, and control measures as described within By-law 2014-100 will be undertaken and in place to the satisfaction of the Development Services Department and to the appropriate conservation authority in those areas which are under their jurisdictions. Further, it will be the owner's responsibility, through their Professional Consultant, to maintain said works for the duration of this subject development.

25 Conveyance in Title and Easements

- 25.1 The owner shall convey all lands and grant all easements to the City of Barrie, as identified in Schedule "P" of the Subdivider's Agreement. – Schedule P needs to be reviewed as not included.

25.2 The owner will, upon the request of the City of Barrie and until the formal acceptance of City of Barrie services, convey easements at the rear of any lots and any other locations where required for the installation and maintenance of services, all at the expense of the owner, including all costs of acquisition. Where any lot has been subsequently conveyed and the owner is unable to obtain such conveyance of easements, the City of Barrie will expropriate such easements as may be necessary, in its sole and unfettered discretion, and the owner will bear the cost of such expropriation, in total, and will enter into a further agreement with the City of Barrie to secure such costs.

25.3 The owner agrees that all external easements required for this development will be in place before the registration of the Subdivider's Agreement.

26 Horizontal Control

26.1 All property surveys required through Plans of Subdivisions must be tied into the Ontario Horizontal Control Survey Network (Cosine) in accordance with Ontario Specifications and Guidelines, and Regulations under The Surveys Act (OS 79). In that regard, the owner agrees that an Ontario Land Surveyor will provide, to the City of Barrie, the Registered Plan of Subdivision, and all other associated plans in digital form referred to Horizontal Control Survey UTM (Zone 17) NAD83. Prior to final acceptance of the registered plan, the owner's surveyor shall submit to the Development Services Department a report containing a summary of the field traverse, adjustment method, closure report, and a summary of the rationale used to derive the boundary coordinates. The owner's surveyor shall provide to the City of Barrie a signed certificate that this submission to the City of Barrie complies with the specification set out. The required report will be digitally filed on a CD / DVD and shall also be included within the report and must meet the current City of Barrie Integrated Control Survey Specifications.

26.2 Prior to the assumption of the subdivision, the owner's surveyor shall establish a network of second order horizontal control monuments, as set out in "Ontario Specifications for Horizontal Control Surveys (OS 79)", as well as a network of vertical control benchmarks, as set out in "Ontario Specifications for Vertical Control Surveys (OS 79)".

26.3 The same monument may be used as both a horizontal and vertical control monument / benchmark.

26.4 The horizontal control monuments, and the vertical control benchmarks, shall be established at approved locations to the satisfaction of the Development Services Department, using the following criteria:

- a) Two (2) horizontal control monuments and two (2) vertical control benchmarks for the first ten hectares (10 ha) (or less) subdivided by the plan, and one (1) additional horizontal control monument and vertical control benchmark for every additional ten hectares (10 ha) (or less) subdivided by the plan;
- b) In addition, every existing horizontal control monument and vertical control benchmark destroyed during subdivision or site plan construction must be replaced;
- c) The new horizontal control monuments and vertical control benchmarks (including replacements) shall be installed by one of the following methods:
 - i. Make a cash contribution to City of Barrie's Finance Department at a rate of \$1,943.86 per horizontal control monument or vertical control benchmark, a rate of \$3,887.73 per combined horizontal / vertical control monument and the City of Barrie will install the monuments and ensure acceptance by the Ministry of Natural Resources into their Cosine Database.

OR

- ii. A certificate by an Ontario Land Surveyor be provided stating that the horizontal control monuments and vertical control benchmarks were installed as set out by the "Ontario Specifications for Horizontal Control Surveys (OS 79)" and the "Ontario Specifications for Vertical Control Surveys (OS 79)" respectively, and confirmation from the Ministry of Natural Resources that the horizontal control monuments and vertical control benchmarks have been accepted into their Cosine Database.
- d) The horizontal control monument shall be a round iron bar (0.025 m x 1.22 m) with brass cap or any monument approved by the "Ontario Specifications for Horizontal Control Surveys (OS 79)".

26.5 The owner agrees to provide a "digital file" of the subdivision services, to the satisfaction of the Development Services Department, consisting of all "as-constructed" works, including pavement widths and grades, curb types, sidewalks, location of all municipal services, utilities, etc. The digital data must be compatible with the City of Barrie's standards and must be tied to the horizontal and vertical control network (Cosine).

27 Professional Consultant Certification

27.1 The owner is required to confirm in writing to the Development Services Department, that a Professional Consultant has been retained to carry out full-time resident inspection of the works. The owner will require the Professional Consultant to certify that the works were installed in accordance with the approved drawings and specifications, and the City of Barrie's Standards applicable to the works, and in compliance with the Subdivider's Agreement and these Engineering Conditions.

28 Final Assumption

28.1 Prior to final assumption, the owner will be required to provide the following (if applicable):

- a) Letter of Application for final assumption addressing the following:

- b) A pre-assumption inspection with the Development Services Field Coordinator and Parks Planning sections must be completed identifying any and all deficiencies (Letter of Application must reference inspection date and attendance);
- c) "Subdivision Assumption Departmental Signoff" signed by the Development Services Field Coordinator on behalf of the Development Services Department, Environmental Services Department, Corporate Asset Management, Facilities and Transit and the Building and By-law Services Department;
- d) Acceptance letter from Alectra;
- e) List of outstanding work and associated cost estimates;
- f) Documents that support compliance with the Construction Lien Act which would include publication certificates from the Daily Commercial News, clearance certificates from the Workplace Safety Insurance Board and statutory declarations from the owner and general contractor advising that all amounts owing to the contractor / subcontractor have been paid;
- g) Letter of Credit reduction request letter and supporting spreadsheet;
- h) Civil Engineers' certification that all works have been completed and are in compliance with the approved plans;
- i) Landscape Architects' certification that all works have been completed and are in compliance with the approved plans;
- j) Letter of Acceptance from the Approvals - Parks Branch of the Development Services Department (Landscape Architectural Planner);
- k) Electrical Engineers' certification that all street lighting works have been completed and are in compliance with the approved plans;
- l) "As-Recorded" engineering drawings (See City of Barrie Standards for Engineering Records Submission Form and required documents);
- m) Fulfill requirements of the "Assumption Protocol for Storm Sewers and SWM Ponds" as set out in the City of Barrie's Stormwater Infrastructure Design Standard;
- n) An assumption plan (letter size) of the development including internal and surrounding street names, lot numbers and block numbers;
- o) Certification Letter from an Ontario Land Surveyor (complete with drawing) confirming that all standard iron bars have been replaced, reset, found and or verified; and
- p) Final inspection video of both the storm and sanitary sewer.

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Reviewed by: Bach Perreault
Bach Perreault, May 16, 2024 15:17 (EDT)
B. Perreault, C.E.T.
Manager of Approvals

Approved by: Nichelle Banfield
M. Banfield, RPP
Executive Director of Development Services

SCHEDULE "X"**QUALITY AND QUANTITY PERFORMANCE MONITORING**

NOTE: It is understood and agreed that this Schedule forms part of this Agreement to which it is appended.

Quality and quantity performance monitoring shall be in accordance with drawings EP-1, EP-2 and EP-3 prepared by Pearson Engineering dated 20-JUN-2024.