

SUBDIVISION AGREEMENT

BETWEEN:

1552843 Ontario Limited

Hereinafter called the "Owner"

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF ESSEX

Hereinafter called the "Town"

OF THE SECOND PART

SCOPE OF SUBDIVISION AGREEMENT

1. The Owner agrees to complete, at its own expense and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.
2. This Agreement consists of these Basic Provisions, Special Provisions and General Provisions and, as well, as any schedules or other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.
3. Owner refers to any person or persons, corporation or other lawfully recognized entity that has the power and authority to bind the authorization and execution of this agreement. For the purpose of simplicity, in this agreement the Owner shall be referred to in the neuter.

BASIC PROVISIONS

B-1 The Owner agrees to complete, at its own expense and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.

B-2 In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions and General Provisions, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

B-3 Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

SPECIAL PROVISIONS

S-1 STORM WATER QUANTITY AND QUALITY MANAGEMENT MEASURES

(a) The Owner further agrees to obtain, at its entire expense and *prior to the issuance of any construction permit*, an engineering *analysis* determining storm water quantity and quality and obtain approval thereof from the Essex Region Conservation Authority (ERCA) and from the Director of Infrastructure Services and in accordance with the "Windsor-Essex Region Stormwater Management Standards Manual". The said study, based on the Stormwater Management and Services Report, Harrowland Parkland Estates Development in Harrow Centre, prepared by Rood Engineering Inc., dated March 30, 2020, and as amended by mutual agreement between the Owner and the Town, shall determine the effects of increased storm water runoff due to the development of the subject lands and identify storm water management measures necessary to control any increases in flow in downstream watercourses up to and including the 1:100 year design storm.

(b) The Owner further agrees to undertake, at its entire expense, the approved storm water management measures, in accordance with the approved study and to the satisfaction of the Director of Infrastructure Services, and to install the same at a location satisfactory to the Director of Infrastructure Services and the Director of Community Services.

S-2 STORM WATER MANAGEMENT FACILITY – The Owner agrees to construct, entirely at its expense, a storm water management pond and related facilities on Municipal lands at a location and to a standard acceptable to the Town, in accordance with the Stormwater Management and Services Report, *Harrow Parkland Estates Development in Harrow Centre*, prepared by Rood Engineering Inc dated March 30, 2020.

S-3 PUBLIC PARKING AREA - The owner agrees to construct, entirely at its expense, a parking area and related facilities, including but not limited to an access area thereto, on Municipal lands at a location and to a standard acceptable to the Town, in accordance with the parking area plan developed by Rood Engineering Inc. submitted on March 30, 2020. The Owner agrees that the parking area shall be completed in a time period acceptable to the Town and shall post a letter of credit, in favour of the Town, equal to the cost of the stated facilities.

S-4 PARKLAND CONVEYANCE - The Town agrees that in lieu of the gratuitous dedication of parkland the owner shall construct a public parking area, access road and related facilities to them, on Municipal lands, entirely at the expense of the owner without encumbrance in accordance with the provisions of paragraph S-3 above.

S-5 FENCING - The Owner further agrees to install a continuous 1.8 metre high privacy fence along the north and east lot lines of the dwellings abutting Harrowwood Community Living properties and Town lands to the satisfaction of the Director of Community Services and the Manager of Planning Services. This facility shall be separately acknowledged in the letter of credit posted for this development.

S-6 TRAIL

(a) The Owner further agrees to construct, at its entire expense and according to the Town of Essex standard specifications and in a manner satisfactory to the Director of Infrastructure Services, an 2.5 meter wide multi-use trail along the north side of Street 'A' from the intersection with the east paved shoulder on County Road 13 for the entire length of Street 'A'.

(b) The Owner further agrees to insert a notice into all Agreements of Purchase and Sale, Leases and Transfers for lots on Street 'A' making persons aware that the multi-use trail will be constructed on the Town's lands adjacent to their property and that no structures or excavations are to take place beyond their property line without a written permit or written permission of the Town.

(c) The Owner further agrees to erect a subdivision sign with a map showing the road pattern, the location of community facilities and the trail.

(d) The Owner further agrees to separately identify the specific trail construction costs in the comprehensive infrastructure letter of credit.

(e) The Owner further agrees to adhere to a specific trail construction timetable and schedule showing the specific location of the trail with the provision that the trail will be constructed no later than when eighty percent (80%) of the construction permits are issued for the lots flanking Streets 'A' OR within two (2) years of the installation of roads and curbs on Street 'A', whichever comes first.

(f) The Owner further agrees to the provision for the retention of secured monies to ensure the repair of the trail damaged during construction.

S- 6 SCHOOL WARNING CLAUSE - The Owner further agrees to insert the following warning clause into all Agreements of Purchase and Sale and Leases for each dwelling unit making people aware of the following: *School Warning Clause* - Students may not be able to attend the closest neighbourhood school and could be bussed to a distant school with available capacity.

S-7 TRAFFIC CALMING – The Town acknowledges that the Owner has prepared to the satisfaction of the Town and the County of Essex a traffic study to determine if any upgrades to any roads affected by the sub-division are required. If required by the County of Essex, the Owner further agrees to construct all required traffic calming devices, including traffic circles, roundabouts, median islands, chicanes, curb radius reductions, bump outs, lane narrowings and any other required traffic calming device to the satisfaction of the Director of Infrastructure Services and the County of Essex.

S- 8 CONSTRUCTION PERMIT - The Owner further agrees that the Chief Building Official shall not be required to issue a construction permit for any lot or block in the subject lands until the following have been complied with:

- (a) The Owner shall have constructed curbs and base asphalt fronting the said lots or blocks, and
- (b) Paragraphs G-1(2)(a), G-2(1), G-2(3)(a), G-4(2), G-5(1), G-5(2), G-5(3), G-5(4), G-5(5), G-10, G-12, G-13(2), S-1, and S-2.

GENERAL PROVISIONS

G-1(1) CONSULTING ENGINEER-The Owner shall employ, at its own expense, a Consulting Engineer registered by the Professional Engineers of Ontario:

- (a) to design and submit to the Director of Infrastructure drawings of,
- (b) to prepare and administer any contract necessary for the construction of,
- (c) to obtain from municipal, provincial and federal authorities any approvals necessary for,
- (d) to submit to the Director of Infrastructure Services, prior to the commencement of construction, a report showing existing elevations and the proposed method of drainage of the lands served by,
- (e) to be responsible for all survey and layout work required for construction of,
- (f) to maintain for the client's purposes all records of construction of,
- (g) to submit to the Director of Infrastructure Services all required as-built details, elevations, and drawings in mylar copy and digital data in

- copy format, as well as details of private drain connections of,
- (h) to be responsible for the co-ordination of, and
 - (i) to visit the site of the said works as requested by the Director of Infrastructure Services for any reason related to,
- complete in good practise all services required under this Agreement.

G-1(2) DUTY OF CARE –

- (a) The Owner agrees to submit a Construction Management Plan which addresses, amongst other matters, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls to the satisfaction of the Town, prior to the issuance of the first building permit.
- (b) The Owner agrees to maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction.
- (c) The Owner agrees that all required parking for construction and trades shall be provided wholly on-site and not on public streets outside of the development limits for the duration of the construction.

G-2 SERVICES

G-2(1) The Owner shall supply, construct and install the following services at its own expense, unless otherwise provided herein, in accordance with the manner, location and design shown in the approved engineering drawings and otherwise in accordance with the terms of this Agreement. No such work shall be carried out until the said engineering drawings have been approved by the Director of Infrastructure Services.

The Owner shall construct and pay for a complete sanitary and storm sewer system or systems, including sanitary and storm connections to the street line and catch basins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the approved engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "plans"), maintain them including clearing the blockages until they are formally accepted by the Town. Prior to acceptance by the Town, the Town may authorize connection into them, but such connections shall not constitute acceptance of the sewer system or systems by the Town.

G-2(2) Sanitary Sewers

- (a) The Town undertakes and agrees to confirm that sewage treatment capacity and water supply capacity will be available for all lots in the proposed development and undertakes and agrees to provide confirmation of same to the Minister of Municipal Affairs and Housing.
- (b) All sanitary sewer connections are to 125 mm diameter single connections and in no instance shall "Y" connections be permitted. All sanitary sewer system

construction and materials shall be according to the standard specifications and approval of the Ministry of the Environment, Conservation and Parks and the Town.

G-2(3) Storm Detention Scheme

(a) The Owner further agrees to retain a Consulting Engineer, *prior to the issuance of a construction permit*, for the design and preparation of drawings for an internal storm water detention scheme to service the subject lands. The purpose of the said storm water detention scheme will be to ensure that storm water drainage being directed to the Town's storm sewer, combined sewer or ditch, as the case may be, from the subject lands in their improved state shall be restricted to no greater than the present flow from the subject lands.

(b) Downspout Disconnection - The storm sewer system shall include a professionally engineered drainage system to adequately drain the property and road allowance. Eaves trough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.

(c) Rear Yard Drainage - Rear yard drainage and catch basins shall be provided in the locations and according to the specifications prescribed by the Owner's Engineer and approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwellings. The requirements of rear yard drainage systems shall be included as an obligation to be assumed by the purchaser in the agreement of purchase and sale of the lands from the owner.

(d) Lot Grading Plan - The engineering drawings and report shall include a lot grading plan. The Owner must ensure that when houses and other structures are built upon the building lots, the lot grading plan is adhered to.

(e) Upon approval of the drawings and report by the Director of Infrastructure Services, the Director of Community Services and the Chief Building Official, the Owner further agrees to construct at its entire expense the said storm detention scheme in accordance with the approved drawings and report and to the satisfaction of the Town.

(f) Site Inspections - The Owner shall conduct regular inspections every two weeks after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment, Conservation and Parks and the Essex Region Conservation Authority upon request.

The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Town or until site construction conditions warrant cessation of the visits.

G-2(4) Waste Disposal Sites - The Owner agrees that any evidence of former waste disposal activity encountered during the construction on the subject lands shall be brought to the attention of the Director of Infrastructure Services and Chief Building Official. The Owner's Engineer shall make an assessment of any hazards the previous activity may present. The Owner further agrees to remove and or eliminate such hazards, at his entire expense and to the satisfaction of the Town. No work shall be carried out in the affected area until agreement has been reached between the Owner and the Town.

G-2(5)(a) Pavements - The Owner agrees to construct pavements, including curbs and gutters, driveway approaches and the necessary drainage facilities, according to Town's standard specifications. The Owner further agrees that temporary cul-de-sacs and barricades shall be installed at temporary dead-ended streets. The Owner further agrees that one (1) full winter shall elapse following the laying of base asphalt prior to the laying of surface asphalt. All work to be to the satisfaction of the Director of Infrastructure Services. The Owner agrees that provision for school buses to load and off load passengers will be accommodated at the Owners expense within the public right of way, if required by a local board of education.

(b) Roads - The Owner shall construct pavement on all the roads, as shown on the approved plans, and shall maintain them until they are formally accepted by the Town. Roadways shall have a paved surface width, as shown on the said plans. The roads shall conform to the grades shown on the said plans hereto. The said roads, when formally accepted by the Town, shall be conveyed to the Town gratuitously.

(c) Change of Road Grade - When, in the written opinion of the Town, it is necessary to change the grade of existing Town roads adjacent to or abutting the said plan of development, the Owner shall grade the roads to sub-grade, in the manner and at the time stipulated by the Town in accordance with the specifications of the Town.

G-2(6)(a) Driveway Approaches - The Owner agrees that driveway approaches shall be constructed in such width and location as shall be approved by the Director of Infrastructure Services and the Owner shall have the option of constructing the said driveway approaches as follows:

- (i) a minimum thickness of four and one-half inches (4½") of Portland Cement Concrete on an approved uniform sub-base or
- (ii) a minimum of six inch (6") thick, two-course asphaltic concrete on an approved uniform sub-base or
- (iii) a minimum thickness of nine inches (9") of compacted Granular "A" base with a minimum three inch (3") thick surface of two-course

asphaltic concrete.

(iv) to provide straight flare driveway approaches and to terminate the raised curbs at the property line and the raised curbs shall not extend into the driveway approaches, outside the subject lands;

all work to be to the satisfaction of the Director of Infrastructure Services.

(b) At the time of the application for a building permit, the applicant shall escrow with the Town, in addition to any other building permit and indemnity charges assessable by the Town, the sum of One Thousand (\$1,000.00) Dollars to be held in trust by the Town for the purposes of insuring that the driveway approaches (on the unopened portion of the road allowance) are completed to the satisfaction of the Town. These monies will be held in trust by the Town and if no driveway approach is completed to the satisfaction of the Town within eighteen (18) months of the issuance of a building permit, then the Town, at its option, shall be at liberty to use these monies to complete the necessary driveway approaches. If the driveway approaches are constructed within the eighteen (18) month period, then the monies shall be refunded to the applicant for the building permit.

G – 2(7) UTILITIES

G-2(7)(a) Transformers near Driveways - The Owner agrees that driveways and driveway approaches shall not be constructed closer than one (1) metre from the edge of an electricity transformer. Any owner of a lot whose driveway or driveway approach has been constructed closer than one (1) metre from the edge of a transformer, shall pay on demand to the utility for the cost of relocating the transformer to comply with this requirement.

G-2(7)(b) Communication Telecommunication - The Owner agrees to arrange with communication telecommunication providers for the installation of sufficient underground communication telecommunication infrastructure services to the subject lands in accordance with the terms, conditions, standards and specifications of the communication/telecommunication providers, and to locate switching stations to the satisfaction of the Director of Infrastructure Services, and where such switching stations are located in a municipal park, also to the satisfaction of the Director of Community Services. In the event that such communication telecommunication infrastructure is not available, then the Owner shall pay all expenses for the connection to and or extension of the existing communication telecommunication infrastructure, or for rearrangement or relocation of such communication telecommunication infrastructure, as required.

G-2(7)(c) Street Lighting - The Owner agrees to construct and install street lighting

including all poles, wiring fixtures and conduits in accordance with the type, design, location and specifications satisfactory to Hydro One and to the Director of Infrastructure Services.

G-2(7)(d) Water Services - The Owner further agrees to construct and install water services in accordance with the design, location and specifications of the Director of Infrastructure Services.

G-2(7)(e) Electrical Services - The Owner further agrees to construct and install electrical services in accordance with the design, location and specifications of Hydro One.

G-2(7)(f) Canada Post Community Mailbox Program - The Owner agrees to consult with Canada Post respecting the Community Mailbox Program and, if a community mailbox is required, to locate such boxes to the satisfaction of the City Planner and the Director of Infrastructure Services. In addition, the Owner shall pay all expenses for rearrangement or relocation of Canada Post Services as required.

G-2(8) Benchmarks - The Owner agrees to install permanent Benchmarks which shall be located as specified by the Director of Infrastructure Services. The vertical elevation shall be established by an Ontario Land Surveyor to second order accuracy as defined by the current Ontario Specifications and Ontario Guidelines for Vertical Control Surveys.

G-2(9) Existing Watercourses and Natural Land Drainage - The Owner agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction of this development unless approved by the Town. No natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Director of Infrastructure Services.

G-2(10) Drainage and Flood Proofing - The Owner agrees to follow all drainage and flood proofing recommendations of the Essex Region Conservation Authority (ERCA) may have with respect to the subject lands, based on final approval by the Director of Infrastructure Services.

G-2(11) Fire Hydrants and Turnarounds - The Owner agrees to submit to the Fire Chief and the Director of Infrastructure Services for their approval, *prior to the issuance of any construction permits*, plans for fire hydrants and temporary turnarounds. Once approved, the Owner further agrees to install said fire hydrants and temporary turnarounds to the satisfaction of the Fire Chief and the Director of Infrastructure Services. The owner further agrees to conduct all flow testing on installed fire hydrants and complete colour coding in accordance with the Town's Development Manual.

G-2(12) Pavement Markings and Signage - The Owner agrees to pay to the Town the Town's cost of installing public highway signage, striping, off-site road improvements, traffic signals and associated works as determined by the Director of Infrastructure Services.

G-2(13) Dirt and Debris - The Owner agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction on the subject lands. The Owner further agrees that, within twenty-four (24) hours of being notified by the Town, to clean-up the streets adjacent to the subject lands and unassumed streets within fifty (50) metres of the subject lands and take dust control measures at the Owner's entire expense, failing which, the Town may carry out or cause to have carried out the said work at the entire expense of the Owner.

G-2(14) Vacant Lots - The Owner and subsequent owners of the lots upon which no buildings have been or are being erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of Three Hundred Dollars \$300.00 per lot to a maximum amount of Five Thousand Dollars(\$5,000.00).

G-2(15) Repair of Highway - The Owner further agrees that any curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway which are damaged during construction on the subject lands shall be restored by the Owner at its expense, and to the satisfaction of the Director of Infrastructure Services. Any driveway approaches which become redundant following the development of the subject lands shall be closed and this area restored to the satisfaction of the Director of Infrastructure Services.

G-2(16) Street Opening Permits - The Owner further agrees to obtain street opening permits for sewer taps, drain taps, curb cuts and driveway approaches from the Director of Infrastructure Services and the County of Essex prior to the commencement of any construction on the public highway.

G-3 LANDSCAPE AND PARK PROVISIONS

G-3(1) Trees - The Owner agrees to plant and warrantee for one year subsequent to planting one street tree for each building lot and further agrees to post with the Corporation, *prior to the issuance of any construction permits*, a letter of credit in connection with the trees required for the subject lands, based on the provision of one tree for each single-detached dwelling lot and one for each semi-detached dwelling lot, the choice of tree species and their

value to be approved by the Director of Community Services.

G-3(2) Topsoil

(a) The Owner agrees that all unpaved portions of street allowances shall be graded and further agrees to supply and replace any topsoil removed therefrom during construction operations to the satisfaction of the Director of Community Services.

(b) The Owner further agrees to retain the topsoil removed from the street right-of-way pavement areas for parks purposes and deliver same pursuant to the Director of Community Services on demand.

(c) The Owner further agrees to distribute the top soil removed from the all unpaved portions of street allowances, over any lands utilized or to be utilized for parkland pursuant to the provisions of this agreement, in accordance with the lot grading plan specified in G-4(1) herein.

G-4 BUILDING

G-4(1) Elevation, Grades and Drainage Plans - The Owner agrees to adhere to the elevations, grades and drainage plans as approved by the Director of Infrastructure Services and the Chief Building Official on a lot grading plan for the subject lands. The Owner further agrees to provide each purchaser of a lot in the subject lands with an approved individual lot grading plan, which shall be presented to the Chief Building Official, *prior to the issuance of a construction permit* for the said lot.

G-4(2) Internal Drainage - The Owner agrees to provide internal drainage for each building lot located on the subject lands in the locations and according to the specifications approved by the Chief Building Official.

G-4(3) Placing of Fill in Regulated Areas - The Owner agrees to obtain permits from the Town and ERCA, when in regulated areas, throughout for any construction or placing of fill on the subject property.

G-4(4) Construction of Model Homes - It is further agreed that once the municipal services referred to in this Agreement are under construction, the Owner may be allowed to construct model homes on up to ten percent (10%) of the lots shown on the draft plan of subdivision or re-lotting plan as approved by the Chief Building Official to a maximum of twelve (12) model homes per phase of the development of the subject lands on the following terms and conditions, namely:

(a) that model homes shall be constructed on lots within 150 meters of an active fire hydrant;

(b) that a Class "B" road be constructed in order that fire trucks have access to each model home prior to the general public being permitted to tour the structures;

(c) that the Owner releases and forever discharges the Town from any and all manner of actions, causes of action, claims and demands for damages, loss or injury, costs (as between a solicitor and own client, including counsel fees) and charges whatsoever, occasioned to or supplied by in respect of any matter or thing in consequence of or in connection with, or arising out of any fire in or about the said model homes, save and until the said Class "B" road referred to in subparagraph (b) hereof has been constructed;

(d) that the Chief Building Official will not undertake a final inspection of the said model homes save and until the construction and acceptance on to maintenance by the Director of Infrastructure Services of all municipal services referred to in this Agreement;

(e) that draft plan approval has been received from the Town and County of Essex, and

(f) that this Agreement has been registered against the subject lands, and

(g) a sign permit application has been submitted to the Chief Building Official for a subdivision sign which includes sidewalk locations.

G-5 CONVEYANCES AND CONTRIBUTIONS

G-5(1) Development Charges - The Owner agrees to pay, *prior to the issuance of a building permit*, the appropriate Development Charges in accordance with the Town's Development Charges By-Law.

G-5(2)(a) Land Dedication for Public Highway Purposes - The Owner agrees to dedicate to the Town on the registration of the subdivision plan, all public highways as shown on the approved draft plan of subdivision.

G-5(2)(b) The Owner shall arrange to have all public highways named and obtain street numbers for all lots, all to the satisfaction of the Town.

G-5(3) Easement - The Owner agrees to gratuitously convey to the Corporation and or utility companies such as, but not limited to, Bell Canada, Enbridge, Hydro One and Cogeco Cable Systems, *prior to the issuance of any construction permits*, any municipal and or utility easements required by the Town and or the said utility companies.

G-5(4) Reserves - The Owner further covenants and agrees that, if required by the Town, dead-ended highways shall terminate in a 0.3 metre reserve blocks. The Owner further agrees to gratuitously convey to the Town those 0.3 metre reserve blocks, in fee simple and without encumbrance and *prior to the issuance of any construction permits*, in order that the Town may hold the aforesaid reserve blocks, until required for future highway purposes or for the development of the adjacent lands.

G-5(5) Surveys and Land Descriptions - All surveys, plans, or descriptions of land to be conveyed to the Town and or utility companies shall be at the entire expense of the Owner.

G-6. COMPLETION OF WORK - Rear-yard drainage and driveway approaches shall be installed contemporaneously with the construction of dwellings on each building lot, upon the direction of the Chief Building Official and the Director of Infrastructure Services, respectively. Except as aforesaid, all works required hereunder in each stage of construction approved by the Director of Infrastructure Services shall be completed within twenty-four (24) months of the date of this Agreement, provided however, that the said completion date may be extended with the approval of the Director of Infrastructure Services. Each one (1) year extension granted by the Director of Infrastructure Services will be conditional upon the recalculation of all outstanding monies in this Agreement owed to the Town by the Owner and likewise owed to the Owner by the Town. Recalculation will constitute the addition of a simple interest charge based on the average annual rate of debentures issued by the Town in each one (1) year period prior to the terminal date being so extended for a one (1) year period.

G-7 SPECIFICATIONS AND MATERIALS

G-7(1) All work relative to this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town shall be carried out by a contractor competent in the type of construction involved. The latter shall be subject to the approval of the Director of Infrastructure Services. All work or detail required for the completion of construction under this Agreement and not shown in the engineering drawings, shall adhere to the latest Town's specifications and standards.

G-7(2) In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the Owner shall provide the Director of Infrastructure Services with a copy of the tender and an executed copy of the contract sent to each successful tenderer for any such work.

G-7(3) All material to be incorporated into the work required herein shall be tested from time to time, at the Owner's expense, as may be required by the Director of Infrastructure Services.

G-8 INSPECTION OF WORK - It is understood by the Owner that the work on land owned by the Town or on any lands to be conveyed hereunder to the Town carried out under this Agreement must be inspected and approved, but not supervised by the Town's inspectors, but that no charge will be made by the Town for such inspections. The Owner shall give the Director of Infrastructure Services forty-eight (48) hours' notice of the commencement of such

work; shall make every effort to proceed expeditiously to the completion of all work undertaken without delay or interruptions; shall submit to the Town a work schedule to be followed in construction of the services required herein; shall co-operate fully with the inspectors aforesaid by making all parts of the work accessible to them and shall organize the work operation in such a manner as to permit inspections to be carried out in the most efficient manner during regular working hours as far as possible. The Town likewise upon receipt of reasonable notice shall co-operate with the Owner in arranging to have inspectors available to carry out, without delay, such inspections as may be necessary.

G-9 ACCEPTANCE OF WORK

G-9(1) The performance by the Owner of its obligations under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town to the satisfaction of the Director of Infrastructure Services shall be a condition precedent to the acceptance by the Town of the services and works required herein.

G-9(2) Prior to the acceptance by the Town of the said services and works, the Owner shall furnish the Town with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of such works and that there are no outstanding claims relating thereto.

G-9(3) Upon completion of the services to be constructed or installed in public lands and upon acceptance thereof by the Director of Infrastructure Services, such services shall become the property of the Town and or utility service provider and the Town shall thereupon permit such services to be incorporated with the appropriate existing municipal services at the expense of the Owner or its assignee. This paragraph shall not require the Town to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services which may be installed in public lands.

G-10 PERFORMANCE LETTER OF CREDIT - The Owner shall deposit with the Town a Letter of Credit, which is automatically extended, in an amount equal to fifty percent (50%) of the total cost of construction or provision of all services required under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town. The said cost of construction of services shall be based upon the contract or contracts mentioned in paragraph G-7 herein, unless such construction shall be carried out by the Owner in which event the cost shall be estimated by the Director of Infrastructure Services. No Letter of Credit shall be released until the Owner has filed a Maintenance Letter of Credit, which is automatically extended, covering the services in respect of which such Letter of Credit was deposited.

G-11 MAINTENANCE LETTER OF CREDIT - The Owner shall be responsible for all

materials, equipment and work on land owned by the Town or on any lands to be conveyed hereunder to the Town for a minimum of one (1) year following completion and acceptance thereof by the Director of Infrastructure Services.

The Owner shall further deposit a Maintenance Letter of Credit satisfactory to the Town Solicitor and in an amount equal to twenty-five percent (25%) of the total cost of the work required herein. The Maintenance Letter of Credit shall be released in whole or in part after final inspection of the works is conducted and the works are accepted subject to the satisfaction of the Director of Infrastructure Services.

No sewers will be finally accepted until they have been cleaned and inspected with video cameras and the videos provided to the Town for their approval.

G-12 CONSTRUCTION LIEN ACT - Inasmuch as the Owner is obliged at its entire expense and not at the expense of the Town to make improvements to the highway, the Owner shall deposit with the Town a security, in form satisfactory to the Town Solicitor and in an amount satisfactory to the Director of Infrastructure Services, for the estimated amount of the holdbacks (under part IV of the Construction Lien Act) that would have been required were the improvements made at the expense of the Town.

Upon the sixtieth (60th) day following the completion of the said work and provided that the Town has received no notice of claim or lien for the supply of services or materials for the improvement of the streets or highways, the Town shall redeliver the letter of credit hereinbefore mentioned to the Owner.

G-13 INDEMNITY AND INSURANCE

G-13(1) The Owner further agrees to indemnify and save the Town harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to or loss or destruction of any property (including without limitation, the work hereby covered and all property of the Owner and the Town), or injury to or death of any person (including without limitation, employees of the Owner and the Town) arising directly or indirectly out of or in connection with the negligent performance or unlawful or non-performance of any obligation of the Owner under this Agreement on land owned by the Town or on any lands to be conveyed hereunder to the Town.

G-13(2) During the construction of the works on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, and during the maintenance period, the Owner further agrees to maintain:

- (a) A policy of public liability and property damage insurance, in the amount of FIVE

MILLION DOLLARS (\$5,000,000.00) per occurrence and containing endorsements showing the Town and the Town's consultants as additional named insured and have a cross-liability clause, and as to be in form satisfactory to the Town Solicitor.

- (b) If deemed necessary by the Director of Infrastructure Services, a policy to provide environmental pollution liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest or costs, on a claims-made basis or such other limit as the Town may reasonably require and containing endorsements showing the Town as an additional named insured, to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage is not to be subject to the one hundred and twenty (120) hour reporting period and is not to be limited to hostile fire only and is to be in form satisfactory to the Town Solicitor.
- (c) A policy to provide proof of auto liability insurance, in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

The said insurance policies shall not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Town. If the said insurance policies are cancelled or changed in any manner that would affect the Town as outlined in coverage specified in the policy for any reason, thirty (30) days prior written notice by registered mail must be given by the insurer to the Town. Before commencing any work on land owned by the Town or on any lands to be conveyed hereunder to the Town required herein, the Owner further agrees to provide the Town Solicitor with a certified copy of said such policies.

G-14 GENERAL

G-14(1) The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or sub-contractors to any land or property of the Corporation during the course of, or arising in any way out of the construction or installation of the work required under this Agreement.

G-14(2) This Agreement may be registered against the subject lands described herein.

G-14(3) This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

G-14(4) The Owner acknowledges that the Ministry of Environment, Conservation and Parks' review of the subdivision did not include any ground water, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or contaminants are present

within or in close proximity to this subdivision. The Ministry must be advised immediately should waste materials or other contaminants be discovered during the development of this Plan of Subdivision. If waste materials or contaminants are discovered a further approval under Section 46 of the Environmental Protection Act may be required from the Minister.

G-14(5) The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charges against the subject lands up to the date hereto.

G-14(6) The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the plan.

G-14(7) The Owner and/or its assignee shall request from the Town allocation of municipal street names and numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of municipal street number as aforesaid.

G-14(8) This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Town to assume the burdens and obligations imposed upon the owner under this Agreement and to undertake with the Town to observe and perform the obligations herein imposed upon the Owner.

G-14(9) The Director of Infrastructure Services, Engineer, the Director of Community Services, the Chief Building Official, the Manager of Planning Services, the Fire Chief, the Town Solicitor and such other employees of the Town of Essex so named in this Agreement are those of the Corporation of the Town of Essex.