

THIS INDENTURE of Agreement made in duplicate this 20th day of March, 2020.

BETWEEN:

CARTWAVE REALTY LIMITED

Hereinafter called the "Owner"
(OF THE FIRST PART)

AND

**THE CORPORATION OF THE TOWNSHIP OF
SOUTH STORMONT**

Hereinafter called the "Township"
(OF THE SECOND PART)

WHEREAS the lands to which this Agreement applies are more particularly described in Schedule "A" and shown on the Plan of Subdivision as per Schedule "F".

AND WHEREAS the Owner purports to be the Owner of the said lands and has applied to the United Counties of Stormont, Dundas & Glengarry for approval of a Plan of Subdivision and such approval has been granted subject to the execution of this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Township recommending approval of this proposed Plan of Subdivision, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid to the Owner by the Township the receipt whereof is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

DEFINITIONS

1. In this Agreement:

a) "MAINTAIN" includes repair.

b) "OWNER" includes an individual, association, developer, partnership or corporation, or any agent or contractor carrying out Works for the Owner.

c) "PLAN", "PLAN OF SUBDIVISION" or "SUBDIVISION" means a proposed Plan of Subdivision submitted by the Owner for approval and includes

the lands described in Schedule "A" and shown in Schedule "F".

- d) "TOWNSHIP" means "The Corporation of the Township of South Stormont".
- e) "TOWNSHIP OFFICIAL" includes any staff and/or Engineer designated by the Township Council.
- f) "WORKS" includes those services and other Works listed in Schedule "B" of this Agreement.
- g) "OPSS" means "Ontario Provincial Standard Specifications".
- h) "OPSD" means "Ontario Provincial Standard Drawings".

SCHEDULES

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

- "A" Description of Lands to which this Agreement applies;
- "B" Works to be provided by the Owner;
- "C" Estimated Cost of Work;
- "D" Financial Requirements;
- "E" Design Criteria and Specifications;
- "F" Plan of Subdivision;
- "G" Easements and Land Dedications;
- "H" Parkland Development Specifications;
- "I" Time Schedule of Works;
- "J" Surveyor's Description of Land;
- "K" Engineering Consultant(s);
- "L" Design and Construction Drawings.

LANDS

3. The lands to which this Agreement shall apply are the lands described in Schedule "A" annexed hereto. The Owner and the Township each acknowledge and agree that the development of the subdivision shall be carried out in phases and are generally described on the Plan of Subdivision annexed hereto as Schedule "F".

SCOPE OF WORK

4. The Owner covenants and agrees to construct and install all of the Works, more particularly set out in Schedule "B", in compliance with the

time schedule set out in Schedule "I" on the lands described in Schedule "A". The Works shall be completed at the expense of the Owner in a good and workmanlike manner and to the satisfaction of the Township Official.

PROSECUTION OF WORK

5. If, in the opinion of the Township Official, the Owner is not prosecuting or causing to be prosecuted the Works required in connection with this Agreement within the specified time, or is improperly performing the Works, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the Works so that the conditions of this Agreement are being violated, carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform such Works as may be rejected by the Township Official as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Township Official, make default in the performance of any of the terms of this Agreement, then in any such case, the Township Official shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case the Township Official shall thereupon have full authority and power immediately to purchase such materials, tools, and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said Works at the cost and expense to the Owner or its surety or both. In cases of emergency, in the opinion of the Township Official, such Works may be done without notice. The cost of such Works shall be calculated by the Township Official whose decision shall be final. It is understood and agreed that such costs shall include an administration fee of TWENTY-FIVE PERCENT (25%) of the labour and material value, and TWENTY-FIVE PERCENT (25%) of the value for the dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Township would not have executed this Agreement.
6. All of the Works shall be installed strictly in accordance with the specifications approved by the Township Official and as provided in this Agreement.
7. The Owner further covenants and agrees with the Township that the

Owner is responsible for the design and supervision of construction of the roads, drains, water and sewer services, street lights and other services (hydro, gas, cable, telephone, etc.) in the Subdivision, but such design and supervision shall be subject to the approval of the Township Official. In addition to the foregoing, underground water and sewer installation will require full time supervision. The Owner shall employ competent Engineers currently registered by the Association of the Professional Engineers of Ontario, and acceptable to the Township Official,

- (i) to design;
- (ii) to prepare the necessary specifications for;
- (iii) to obtain the necessary approvals in conjunction with the Township;
- (iv) to supervise the construction of;
- (v) to maintain all records of construction relating to; and
- (vi) to prepare and furnish all plans and drawings of;

all Works as may be required by the Township Official. The Owner shall furnish, at its own cost, all plans, specifications, calculations, contours or other information pertaining to the Works that may be required by the Township Official so that the Township Official can review the design and supervision of the proposals. No contract shall be awarded and no work commenced or continued without prior written approval of the design and supervision of the work by the Township Official, that approval shall not be unreasonably withheld. If for any reason work is commenced prior to the required Township approval, such approval may be granted retroactively provided all required inspections can be completed. The Township shall be under no obligation to inspect or approve Works commenced without approval, and the Owner shall take all such steps as may be requested by the Township to facilitate any inspections.

8. It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Township Official does not relieve the Owner of its obligations to carry out all Works required under this Agreement strictly in accordance with standard engineering requirements. The Township Official's fees shall be the Owner's responsibility.
9. The Owner shall be responsible for payment of all professional and quasi-professional fees and disbursements reasonably incurred by the Township in the determination of the nature and extent of the services

to be supplied and installed under and pursuant to this Agreement, in the negotiation and settlement of this Agreement and the enforcement hereof, and in the performance by the Township of its rights and obligations hereunder or in connection with the preparation and enactment of relevant land use, and such fees shall include, without necessarily being limited to, engineering, planning and legal fees and costs. Such fees as may be incurred shall be paid by the Owner to the Township within TEN (10) days of invoices being provided to the Owner by the Township.

10. The Owner agrees to submit to the Township Official, if requested, copies of all executed contracts relating to the construction of the Works.
11. The Township Official shall have the right, at all times, to inspect the installation of the Works. If at any time the Township Official is of the opinion that the Works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the Works until it has been placed in satisfactory condition.
12. The Township Official may have any qualitative or quantitative tests made of any materials that have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require soil tests to be carried out, and the cost of such tests shall be paid by the Owner within TEN (10) days of the account being rendered by the Township.

DRAINAGE

13. The Owner hereby agrees to construct, in accordance with Schedule "E", all Works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands that drain through the Subdivision, including any Works necessary for drainage to an outlet outside the Subdivision. It is understood and agreed that such Works shall be constructed according to the plan provided by the Owner and before commencing construction of any of the Works, the Township Official shall approve a grade control plan containing the following information:
 - (a) Existing and final elevations at all lot corners;
 - (b) Existing and final elevations at the centre line of each road at a spacing of THIRTY (30) metres or less, and at all street intersections;

- (c) Finished elevation of all critical points;
- (d) Arrows indicating the direction of flow of all surface water;
- (e) Location and details of all swales; and
- (f) Locations and details of all surface water outlets.

Where any part of any lot or block within the Plan of Subdivision described in "Schedule A" is low, the Owner shall fill it to enable the surface drainage to flow to a swale or to a road drain. The Owner shall construct swales, as per the approved Lot Grading Plan, providing an outlet. In all cases, the Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Township. This shall include the installation and removal of culverts, when required by the Township Official.

14. The Owner agrees not to interfere in any way with any existing drain or water course, without written permission from the appropriate Township Official(s). The Owner agrees that granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and shall indemnify the Township against any claims against the Township relating to such damage, providing that the Township shall give the Owner, at the Owner's cost, opportunity to defend any such claim.

OPEN STORM DRAINAGE/LOT GRADING

15. It is agreed between the parties hereto that the grade control plan may be amended from time to time by the Township or by the Owner with the prior written approval of the Township Official and such approval shall not be withheld except for sound engineering reasons. If requested by the Township Official, the Owner shall be responsible for registering the amended grades on the title of all lots affected. The Owner shall be responsible for rough grading of the lands such that the material excavated for the foundation of the buildings shall be equal to the material required to complete the lot grading in accordance with the approved lot grading plan. All lot corners and swales shall generally be graded from 100 mm to 300 mm below the finished grade to comply with "rough lot grading" requirements. All lots shall be shaped or contoured as necessary to provide positive drainage.

The Owner agrees to submit a "rough lot grading" certificate prepared by their Consulting Engineer or Ontario Land Surveyor that certifies that the rough lot grading complies prior to the issuance of building permits.

The Owner further agrees to establish ground elevation at foundation wall, consistent with the grade control plan prior to foundation excavation. In all cases, the Owner will maintain, at its own expense, sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Township. This will include the installation and removal of culverts when required by the Township Official.

The Owner covenants and agrees that all contracts of sale by the Owner of any lot within the Subdivision shall contain the provision that the Grantee, for himself, his heirs, executors, administrators and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the lands, except in accordance with the established grade control plan, without the written consent of the Township Official.

The Owner covenants and agrees that if the grading is altered, not properly set, or any drains interfered with, that the Township may re-instate the grading to the approved engineered design and further, the costs including applicable administration fees shall be paid for by the appropriate owners as determined by the Township Official.

The Township may recover all costs, including a 25% administration fee, by adding the costs to the tax roll and collecting them in the same manner as taxes, pursuant to Section 446, of the *Municipal Act, 2001*.

This provision shall be incorporated in all Agreements of Purchase and Sale for the initial transfer of each Lot following registration of this Agreement.

16. The Owner hereby agrees to construct all Roads in the Subdivision to the satisfaction of the Township Official and, in particular, the roads shall be constructed in accordance with specifications and in the manner set out in Schedule "E" of this Agreement.

17. No services shall be installed in any road or section thereof until the rough grading of the road or section has been completed and approved by the Township Official, and no paving of any street or section thereof shall be commenced until all underground Works have been installed, with the exception of gas line laterals, and only as approved by the Township Official and appropriate utilities.

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

19 . Following preliminary approval by the Township Official of the granular base course, the Owner shall continue to maintain the roads for a period of SIX (6) months after such preliminary approval, provided that the end of such SIX (6) month period must fall between May 1 and July 1 in any given year. If the end of such SIX (6) month period falls between July 1 and May 1 then the Owner shall maintain the roads until May 1 in the calendar year following the end of such SIX (6) month period.

20. Where Works is performed on existing Township roads outside the Plan of Subdivision, the road(s) shall be reinstated to the satisfaction of the Township Official.

21. Where any part of the Subdivision abuts both sides of an existing Township road allowance, the Owner agrees to develop the abutting portion of the road so that it will correspond in all respects with the internal development of the Subdivision.

SANITARY SEWER AND STORM SEWER WORKS

17. The Owner hereby agrees to construct the storm drainage system, as provided for in Schedule "B" and "E" hereof, that system shall include house connections from the storm sewers to the street line and catch basins and leads, to service the land in the Subdivision and adjacent road allowance. The Owner further agrees to maintain sewers including the clearing of any blockage until they are formally accepted by the Township. The construction and installation of all sewers shall be subject to the approval of the Township Official. The Township shall not be responsible for future repairs or maintenance of private lateral storm sewer services located outside of the Township's Right of Way.

The storm sewers shall be constructed to an outlet according to designs approved by the Township Official. It is understood and agreed that all storm sewers shall be of sufficient size, depth and at locations within the limits of the Subdivision or on adjacent road allowances, to service lands outside the Subdivision that will, in the opinion of the Township Official, require the use of the Subdivision storm sewers.

WATERMANS

18. The Owner agrees to construct a complete watermain system as

provided for in Schedules "B" and "E" hereof, that system shall include hydrants, valves, valve boxes and house water service connections from the watermain to the street line to service all lots in the Subdivision and according to designs approved by the Township Official and the Ministry of the Environment.

HOUSE CONNECTIONS

19. All portions of any water, storm sewer, sump pump and sanitary sewer connections, from water and sewer mains to the limit of all roads shall be installed according to the specifications set out in Schedules "B" and "E" attached hereto and forming part of this Agreement, and shall be subject to the approval of the Township Official. Any connections that will involve the tunneling or cutting of a traveled or graded portion of any road shall be made before constructing the granular base course of the roads. All connections made through any drainage ditch shall be made in such a manner that the ditch is restored to the designed grade and cross-section. The Township shall not be responsible for future repairs or maintenance of water services located outside of the Township's Right of Way. Service location sheets shall be provided for all lots to be serviced.
20. No person, except the Township Official, shall open or close any valve in the street mains and no person shall abuse or interfere with them in any manner. No hydrants may be used by the Owner or any builder for water needed during construction.
21. No foundation drains, roof leaders or other storm water discharges shall be connected to the sanitary system.

UTILITIES

22. The Owner shall arrange with hydro, cable, gas and communication companies for the underground installation of services to the Subdivision and for the provision of required easements with respect to such installations. The owner shall enter into any agreements as required by Union Gas, Cornwall Electric, etc.
23. The Owner shall pay all costs associated with the installation or relocation of any services, including hydro, cable, gas and communication required by the construction of the Works in the Subdivision.
24. The Owner covenants to maintain all Works installed pursuant to this

Agreement, for a period of ONE (1) year after preliminary approval, thereof by the Township Official provided that preliminary approval shall not be unreasonably withheld.

25. The Owner covenants to restore any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during construction of Works or buildings on the land relating to any services and Works required to be installed pursuant to this Agreement.

CANADA POST

26. The developer covenants and agrees to provide the Township with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation at the time of sidewalk and/or curb installation. The developer further covenants and agrees to provide notice to prospective purchasers of the locations of the CMBs and that home/business mail delivery will be provided by CMB.

PRELIMINARY APPROVAL

27. Preliminary approval of any of the Works or any part thereof shall be given by the Township Official upon satisfactory completion of such Works, or any part thereof, in accordance with the specifications provided herein.

ACCEPTANCE OF WORKS

28. Before applying for final acceptance of any of the Works or any part thereof, the Owner shall supply the Township with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks for accounts the Owner has paid to contractors, suppliers, etc., and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.
29. The performance by the Owner for its obligations under this Agreement, to the satisfaction of the Township Official, shall be a condition precedent to the acceptance of the Works by the Township.
30. When the Township Official is satisfied that the Works set out in this Agreement or any part thereof and any other Works that may have been required have been executed in accordance with this Agreement and Township standards, specifications and requirements, and is also

satisfied that all Township accounts have been paid and maintenance requirements met, he will forthwith present a report to the Council of the Township stating that the Works or any part thereof has been completed satisfactorily and the roads are in the required condition to be assumed by the Township. Acceptance of any of the Works or part thereof shall be evidenced by a by-law of Council.

31. Upon the by-law being passed by Council, Ownership of the Works shall vest in the Township and the Owner shall have no claim or rights thereto, other than those accruing to it as Owner of the land abutting on streets on which the Works were installed.
32. The Owner covenants and agrees that they shall not dump or permit to be dumped any fill or debris, remove or permit to remove any fill from any public lands, other than roads, without the written consent of the Township Official.
33. The Owner agrees to maintain vacant lots that are in its ownership to a condition acceptable to the Township. Lots that are or become unsightly to the public shall be cleaned up by the Owner; otherwise the Township shall take steps necessary to restore the lots using the security provided in this Agreement.

BUILDING PERMITS

34. Building permits to construct on lots within the Subdivision may be issued, subject to other requirements of the Township, when:
 - a. The Plan of Subdivision, Subdivision Agreement, easements and land dedications have been registered;
 - b. The rough lot grading is complete and certified pursuant to Section 15 of this Agreement; and
 - c. As-built water and storm sewer service location documentation has been provided to the Township.

OCCUPANCY

35. Where a building has been constructed on any lot in the Subdivision, the Owner shall not convey the lot or allow a building to be occupied until the granular base course of the roads that it fronts on is in place, to the satisfaction of the Township Official and the road has been connected by roads of similar stage of completion to a Township road and provided that a satisfactory dust preventative has been applied and the whole or portion of the mass earth moving or general grading as the Township Official deems necessary has been completed and approved by the

Township Official. The Owner further covenants and agrees that it shall exact the same covenant from anyone to whom it conveys any lot before a house is constructed thereon.

FINANCIAL REQUIREMENTS

36. The Owner shall pay to the Township all fees and shall deposit with the Township a sufficient sum in cash or equivalent to meet the financial requirements of this Agreement as set out in Schedule "D" attached hereto and forming part of this Agreement. Reduction of securities shall be in accordance with the Township's Site Plan and Subdivision Guidelines.
37. If the Owner provides cash, the Township shall place the deposit in an interest-bearing account and interest shall accrue to the Owner.
38. The Owner shall provide engineering supervision and administration for all Works, including full time supervision for all underground water and sewer installation. The Township shall provide such additional engineering review and inspection, as deemed necessary, and the costs of such review and inspection shall be paid for by the Owner.
39. Upon written final acceptance of the Works by the Township Official, and the Council of the Township, via by-law, the Owner shall be entitled to have released, by the Township to the Owner, all security, principal and interest being held by the Township under this Agreement.
40. The Owner agrees that the Township may enforce any Performance Bond given by any contractor to the Owner under any Agreement with the contractor for the construction of any Works provided that this shall not constitute an assignment of such Performance Bond. Where the Township deems that there has been default by such contractor, the Township shall notify the Owner and the Owner shall proceed to enforce its bond within FOURTEEN (14) days or within such further time as the Township may allow, failing which the Township may proceed to enforce such bond at the Owner's expense.

LAND DEDICATIONS AND EASEMENTS

41. At no cost to the Township, the Owner shall obtain and grant unto the Township the easements and lands described in Schedule "G" attached hereto and forming part of this Agreement and any other easements that may be required. The deeds for lands and easements shall be delivered to the Township solicitor by the Owner immediately following

registration of the Plan or the execution of this Agreement, whichever is later. The cost of the registration shall be paid by the Owner. The Township shall cooperate with the Owner in acquiring easements outside the Subdivision.

INSURANCE

42. In the case where Works are to be performed or erected on public rights-of-way, the Owner shall provide, before the execution of this Agreement, and keep in force during construction of the Works, a comprehensive policy of public liability and property damage insurance acceptable to the Township, providing insurance in the amount of not less than \$5,000,000 per occurrence exclusive of interest and \$5,000,000. annual aggregate for any negligent acts or omissions with regards to work relating to this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Township of South Stormont as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

This shall also include:

Automobile insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering Third Party liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Environmental Liability for an amount of not less than \$1,000,000 Limit Per Occurrence / Aggregate. Such coverage shall cover Third Party Liability including on-site and off-site clean-up cost. If coverage is written on a claims made basis, the policy shall contain an extended reporting period of not less than 12 months.

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$1,000,000 per occurrence / aggregate. If coverage is written on a claims made basis, such coverage

shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

It is further noted that any and all deductibles applicable to the above noted insurance policies shall be the sole responsibility of the consultant / contractors and the Township shall not be liable for any deductibles.

The consultant shall indemnify and hold the Corporation of the Township of South Stormont harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the consultant, their officers, employees or other persons for whom the consultant is legally responsible.

The policy shall provide coverage against all claims for all damage or injury including death to a person or persons, for damage to any property of the Township, or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any Works to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in force until final release by the Township of this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

USE OF WORKS

43. The Owner agrees that the Works referred to herein may be used by the Township for the purpose for which the Works are designed and, use shall not be deemed an acceptance of the Works by the Township nor shall the use in any way relieve the Owner of its obligations with respect to the construction and maintenance of the Works.
44. The Owner hereby grants the Township, its employees or agents, the right to enter the lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repair shall not be deemed an acceptance of any of the Works by the Township nor an assumption by the Township of any liability in connection

therewith nor a release from the Owner of any of its obligations under this Agreement.

ZONING AND BUILDING RESTRICTIONS

45. The Township shall regulate, by by-law, the zoning of the building standards within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply, at all times, including during construction, with relevant zoning and building by-laws, as well as the Ontario Building Code. Nothing herein shall be deemed to prevent the Owner from making objection to the Council of the Township or the Ontario Municipal Board with respect to any proposed zoning by-law.
46. Any proposed alteration to a watercourse shall comply with the Raisin Region Conservation Authority's O. Reg. 175/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) permit requirements. A permit must be secured for any in-water works, shoreline alternation, water-crossing, storm water outlet etc. The detailed submission must include proper sediment and erosion control measures to be implemented on site and a maintenance schedule throughout the various phases of development (i.e. pre, during, and post-construction).

AGREEMENT REGISTRATION

47. The Owner hereby agrees that this Agreement shall be registered on title to the lots contained in the Plan of Subdivision at the expense of the Owner.

INTEREST

48. Interest shall be paid at the current municipal rate, being the same rate that is collected in the form of penalties and interest for unpaid municipal property taxes, and shall be payable by the Owner to the Township on all sums of money payable to the Township herein that are not paid and received on the due date calculated from the due date. Where not otherwise specified, all sums payable to the Township shall be due immediately upon receipt by the Owner of a request for payment from the Township. The current rate is 1.25%, per month.

UPDATE OF STUDIES AND REPORTS

49. The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision or as required by this Agreement shall be implemented to the satisfaction of

the Township at the sole expense of the Owner. The Township may require certification by the Owner's professional consultants that the Works have been designed and constructed in accordance with the approved reports, studies, standards, specifications and plans. The Owner acknowledges and agrees that all deviations from the approved plans shall be approved by the Township prior to the implementation of such changes and that, if required, the Owner shall amend any reports, studies or plans relating to the changed Works, at the discretion of and to the satisfaction of the Township. Upon completion of the Works, the Owner's consultants shall prepare and submit As-Built plans in a form acceptable to the Township.

SUBDIVIDING LOTS

50. The Owner covenants and agrees that it shall not subdivide any lot on the Plan of Subdivision except with the approval of the Council of the Township.

INDEMNITY

51. The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims or demands whatsoever that arise directly or indirectly by reason of the development of the Plan of Subdivision herein and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

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

AGREEMENT DECLARED NULL AND VOID

53. In the event that the Plan of Subdivision has not been registered within ONE (1) year from the date of this Agreement, the Township may, at its option, on ONE (1) month's notice to the Owner, declare this Agreement to be null and void.

CHANGES TO AGREEMENT IN WRITING

54. Any variation, amendment or addition of or to this Agreement shall be

in writing and be signed by the Owner and the Township pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the Township as fully and to the same extent as if set out herein.

NOTICES

55. Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given by personal service, fax, email or mail to be addressed as follows:

Township:

Attention: Clerk
2 Mille Roches Road
P. O. Box 84
Long Sault, ON K0C 1P0
Telephone: (613) 534-8889
Fax: (613) 534-2280
Email: info@southstormont.ca

Owner:

Attention:
Cartwave Realty Limited
3481 Thomas St.
Cornwall, Ontario K6K 1P4

SUBSEQUENT PARTIES

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
) THE CORPORATION OF THE
) TOWNSHIP OF SOUTH STORMONT
) in the presence of
)
) _____
) Mayor
)
 _____)
 Witness) _____
) Clerk
) We have authority to bind the Corporation
)
)
) _____
) Owner
) **Cartwave Realty Limited**
)
)
 _____)
 Witness)
)
) _____
) Owner
) **Cartwave Realty Limited**
)
)
 _____)
 Witness

SCHEDULE "A"

Description of Lands to which this Agreement applies

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being the Part of the East Half of Lot 10, Concession 5, Part 1 on Reference Plan 52R-7624; geographic Township of Cornwall, Township of South Stormont, in the Province of Ontario;

AND BEING COMPOSED OF Lots 1 through 25 inclusive on the Plan to be registered, as prepared by Julia Meldrum Smith, Ontario Land Surveyor, dated November 1, 2007, and approved by the United Counties of Stormont, Dundas and Glengarry County Planner on May 12, 2009.

SCHEDULE "B"

Works to be provided by the Owner

1. ROADS
2. STORM DRAINAGE AND HOUSE CONNECTIONS
3. WATER SYSTEM AND HOUSE CONNECTIONS
4. STREET LIGHTING AND UTILITY SERVICE
5. STREET SIGNS
6. LOT GRADING

SCHEDULE "C"

Estimated Cost of Work
Stonegate Subdivision
Prepared by Dominic DiGirolamo

Dominic DiGirolamo Stonegate Subdivision					
Item #	Description	Qty.	Unit	Unit Rate	Amount
1	Common Excavation, Grading, Compaction and Placement of Fill	5000	m3	\$ 8.00	\$ 40,000.00
2	Jack and Bore for Watermain	9	LM	\$ 1,700.00	\$ 15,300.00
3	200mm dia Watermain	860	LM	\$ 190.00	\$ 163,400.00
4	19mm dia Water Lateral	290	LM	\$ 110.00	\$ 31,900.00
5	Fire Hydrants	6	EACH	\$ 5,900.00	\$ 35,400.00
6	400mm dia CSP Culvert	48	LM	\$ 190.00	\$ 9,120.00
7	600mm dia CSP Culvert	15	LM	\$ 225.00	\$ 3,375.00
8	Supply and Place Granular "B"	6100	TONN	\$ 10.00	\$ 61,000.00
9	Supply and Place Granular "A"	2450	TONN	\$ 14.00	\$ 34,300.00
10	Concrete Semi-mountable Curb and Gutter	55	LM	\$ 65.00	\$ 3,575.00
11	50mm HL-8	510	TONN	\$ 90.00	\$ 45,900.00
12	40mm HL-4	410	TONN	\$ 100.00	\$ 41,000.00
13	Topsoil and Seed	7500	m2	\$ 4.50	\$ 33,750.00
14	Street Lighting	9	EACH	\$ 2,500.00	\$ 22,500.00
15	Lump Sum for Other requirements	1	LS	\$25,000.00	\$ 25,000.00
16	Contingency	1	LS	\$30,000.00	\$ 30,000.00
Total (Excluding GST)					\$595,520.00

SCHEDULE "D"
Financial Requirements

Prior to the signing of this Agreement, the Owner shall pay to the Township the following deposit and fee:

1. DEPOSIT

Deposit, pursuant to Sections 5 and 36, payable by cash, certified cheque, letter of credit or other security as approved by the Township in a form satisfactory to the Township's solicitor in the amount of 125% of total estimated cost of site work pursuant to the estimate dated April 30, 2010 in Schedule "C". A minimum of 10% or \$50,000, whichever is greater, must be provided as cash, certified cheque, a letter of credit.

125% of \$595,520.00 = \$744,400.00

10% of \$744,400.00 = \$74,440.00

2. BONDING REQUIREMENTS

Estimate to complete subdivision Phase I: \$595,520.00

Lot 11, shown on the draft Plan to be registered, as prepared by Ron M. Jason, Ontario Land Surveyor, dated July 9, 2014 and identified as Project No. 12-15-25-2, are lands to be held as security by mortgage to ensure the due performance of the Owner's obligation under this Agreement.

Approximate security value pursuant to appraisal letter dated November 4, 2013 from Frank Pace, M.I.M.A, AACI, P. App., Enns, MacEachern, Pace, Maloney and Associates Inc. \$50,000. The Owner shall provide an updated appraisal for Lot 11 prior to registration of securities on the lot.

Lots held by the Township as security will be subject to applicable property taxes and the payment thereof will be the responsibility of the Owner.

3. INSPECTION FEES

The Owner shall pay sewer and water connection inspection fees as established in the current fees by-law.

The Owner shall pay Township engineering review and inspection fees

as may be incurred and as set out in Sections 8 and 9 of this Agreement.

4. FEES and DEPOSITS:

- (a) Engineering = to be provided by the Owner
- (b) Professional Fees (deposit) = \$2,000.00
- (c) Subdivision Fee = \$1,500.00

5. CAPITAL COSTS

Upon application for a building permit the Owner shall pay applicable sewer and water capital costs as established by the Township's current fees by-law.

6. CONSTRUCTION ESTIMATE AND LOTS HELD AS SECURITY

For disposal of lots held as security, construction estimates and appraised lots, values will be increased annually in accordance with the Consumer Price Index (CPI).

SCHEDULE "E"

Design Criteria and Specifications

1. Roads

All roadways shall be constructed in accordance with the latest edition of the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSDs), and in accordance with the requirements of the Township's Site Plan and Subdivision Design Guidelines and approved drawings.

2. Watermains and Water Services

All new watermains must satisfy design criteria/objectives set out by the Ministry of Environment. All watermains, water services and related appurtenances are to be constructed in accordance with the latest edition of the OPSS and OPSDs, relevant American Water Works Association (AWWA) specifications, and in accordance with the Township's Site Plan and Subdivision Design Guidelines and approved drawings. All new water mains and water services are to be hydrostatically tested as described in the OPSS and to be disinfected and tested for bacteriological presence as described in AWWA Standard for Disinfection of Watermains C651-99. All watermain installation will require full time supervision by the Engineer.

Water meters, as supplied by the Township, are to be installed by the home owner at the home owners cost, and must be inspected and approved by the Township prior to activating any new water service.

4. Storm Sewers and Storm Drainage

All storm sewers, services, related appurtenances and ditches are to be constructed in accordance with the latest edition of the OPSS, OPSDs, the ECA as issued by the Ministry of the Environment and in accordance with the approved drawings and Storm Water Management Report, "Stormwater Management & Servicing Report Project no: 161-06286-00 Stormwater Management & Servicing Report, Stonegate Subdivision" as prepared by WSP Canada Inc Kovinich and Associates Engineers, dated July 24, 2018 approved by the Raisin Region Conservation Authority, correspondence dated August 16, 2018 CCTV inspection videos and associated reports of all new storm sewers

must be submitted to the Township for review when applying for acceptance of the underground Works. All storm sewer and storm drainage installation work will require full time supervision by the Engineer.

5. Drainage and Lot Grading

Drainage and lot grading shall be provided by the Owner pursuant to Drawing Numbers C1, C2, C3, and C4 prepared by WSP JOB NO.: 161-06286-00 - STONEGATE SUBDIVISION PHASE 1 1, as described in Schedule L to this agreement.

Storm water drainage shall be constructed and implemented in accordance with the Approved Storm Water Management Report, and in accordance with the Township Site Plan and Subdivision Design Guidelines and drawings noted above.

6. Street Signs

Not applicable.

8. House Connections

Sewer

(a) Storm Sewers/Sump Pumps

A storm sewer sump pump connection must be provided for each lot for single detached dwellings.

The pipe used shall have a minimum diameter of 100 mm. Sanitary sewer connections shall be made with P.V.C. SDR35 Main, SDR28 service pipe with standard couplings.

Building sewers shall be constructed in accordance with the requirements of the current Township sewer by-law, Township Site Plan and Subdivision Design Guidelines, and the Ontario Building Code, and shall generally conform with the OPSS and OPSD specifications for sewer connections.

Water

Water service connections will be in accordance with the most recent applicable OPSS and OPSD specifications and Township Site Plan and Subdivision Design Guidelines.

General

- (a) Building sewers shall be connected to the street sewer by means of "T"s or with an approved saddle, with rubber gaskets, inserted into a round machine cut hole. In no case shall the lateral pipe be allowed to protrude into the main.
- (b) Following construction, all connections at the street line shall be provided with a suitable watertight stopper until such time as the connection is made from the house to the street line.
- (c) Connections shall not be allowed to connect directly to a manhole unless approved by the Engineer.
- (d) No foundation drains, roof leader or other storm water discharges shall be connected to the sanitary system.
- (e) All sanitary discharge from each single detached dwelling shall be connected directly to the sanitary sewer connection.
- (f) The ends of each service shall be marked with a 50mm by 100mm plank extending 900mm above the ground level and shall indicate as to sanitary or storm type.
- (g) The minimum cover on services shall be 2 metres.

9. Utility Specifications

Wiring for public utilities, to be installed in the area specified in the Plan of Subdivision herein and shall be underground, installed in accordance with specifications approved by the Township Official and the applicable utility. The final plans are to be approved by the Township in its absolute and sole discretion. Any cost incurred to revise the plans will be the responsibility of the Owner.

10. As constructed drawings

THREE (3) as constructed drawings and an electronic version of all installations shall be given to the Township complete with type of pipe and fittings including all fixtures hydrant makes, streetlight makes, etc. before assumption by the Township, as required in the Township Site Plan and Subdivision Design Guidelines.

SCHEDULE "F"

Plan of Subdivision

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being Part Lot 10, Concession 5 east in the geographic Township of Cornwall, Township of South Stormont, in the County of Stormont, in the Province of Ontario, being Part 1 Reference Plan 52R-7264;

AND BEING COMPOSED OF Lots 1 through 25 and Blocks _____ approved by the United Counties of Stormont, Dundas and Glengarry Director of Transportation and Planning on May 14, 2015.

SCHEDULE "G"

Easements, Agreements, and Land Dedications

1. Lands shall be transferred to the Township on acceptance of the Subdivision.

- 0.3 metre reserve dedicated to the Township to prevent new driveway access private lands to the north

The final plans are to be approved by the Township in its absolute and sole discretion.

Any cost incurred to revise the plans will be the responsibility of the Owner.

2. EASEMENTS

- Other Utilities - such easements as may be required for the provision of hydro, communication, gas and cable services by the respective utility companies and as per **Drawing No. C-3**
- Drainage - a stormwater easement is required, as shown on **Drawing No. C-2**

The final plans are to be approved by the Township in its absolute and sole discretion.

Any cost incurred to revise the plans will be the responsibility of the Owner.

SCHEDULE "H"

Parkland Development Specifications

In lieu of parkland dedication, the Owner shall provide the equivalent of 5% of the value of the lots to be subdivided, based on the value of the lots on the day before the approval of the draft plan of subdivision.

SCHEDULE "I"

Time Schedule of Works

1. Before occupancy is permitted for any dwelling unit erected on a lot, the Owner shall have commenced construction of the part of the road in front of the lot and that part of the road leading from the lot to an existing developed road; parts of the roads are herein called "the road" and shall have brought the road from the lot to the existing developed road to within FIFTY (50) millimeters of finished granular profile grade including all drainage Works provided for on the grading plans. The Owner covenants and agrees that upon completion of construction of a block of dwelling units as determined by the Township Official or prior to November of each year, whichever is earlier, any topsoil and debris shall be graded off the road and sufficient granular "A" material placed to bring the road from the lot to the existing developed road to granular profile grade or as directed by the Township Official.
2. Asphalt paving may be commenced after **ONE (1)** year from the date the granular grade is finished and has received preliminary approval from the Township Official. After **ONE (1)** year from completion of the granular grade, the Township may request the Owner to pave the roads regardless of the number of dwelling units completed. **Asphalt paving shall be completed no later than October 15.**
3. Upon completion of the construction, including paving, the Owner shall maintain the roads in good repair to the satisfaction of the Township Official for a period of ONE (1) year and until final acceptance of the roads pursuant to this Agreement.
4. Works, as prescribed herein, must be completed within FIVE (5) years of signing of this Agreement. The Township may extend authorization by resolution of Council upon receipt of a written request from the Owner.
5. ROADS

Damage done to the Township roads by machinery employed by the Owner, whether within this Subdivision or outside, shall be repaired at the Owner's expense. The Owner shall immediately remove, at its expense, any mud or debris deposited on any public road used for

access to the Subdivision.

6. OTHER WORKS

- (a) The ditch and culvert system shall be maintained by the Owner, including the clearing of any blockage, until the Works is formally accepted by the Township.
- (b) Once the ditch and culvert Works has been formally accepted by the Township, the Township shall undertake the maintenance of the system. Where there is a portion of the ditch and culvert system outside the Subdivision, as the Township shall deem necessary, the Owner or owners of the lots described in Schedule "A", from time to time, shall reimburse the Township for the cost of maintenance in proportion to the number of affected lots as determined by the Township Official described in Schedule "A" of this Agreement.

If any person fails to reimburse the Township for his proportionate share of the maintenance costs, the Township, in addition to any other remedies, may recover the sum (including a 25% administration fee) to be reimbursed in a like manner as municipal taxes pursuant to the *Municipal Act, 2001*.

SCHEDULE "J"

Surveyor's Description of Land

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being Part Lot 10, Concession 5 east in the geographic Township of Cornwall, Township of South Stormont, in the County of Stormont, in the Province of Ontario, being Part 1 Reference Plan 52R-7264;

AND BEING COMPOSED OF Lots 1 through 25 and Blocks _____ approved by the United Counties of Stormont, Dundas and Glengarry Director of Transportation and Planning on May 14, 2015.

SCHEDULE "K"

Engineering Consultant(s)

The following Consultant(s) will be engaged by the Owner to provide the professional engineering services for the Subdivision on the lands described in Schedule "A":

Construction Inspection:

EVB Engineering or WSP Inc

Soil and Material Testing:

St. Lawrence Testing and Inspection Co. Ltd.

SCHEDULE "L"

Design and Construction Drawings

The following design and construction drawings stamped by [REDACTED], dated as per this Schedule or latest revision approved by the Township, form part and parcel of this Schedule and Agreement.

No revisions to the approved plans shall be permitted without written approval from the Township of South Stormont.

The final plans are to be approved by the Township in its absolute and sole discretion. Any cost to revise the plans and associated studies will be the responsibility of the Owner.

All Plans dated January 17, 2020 JOB NO.: 161-06286-00 - STONEGATE SUBDIVISION PHASE 1

C1.1 Overall Site Plan

C2.1 Plan And Profile Of Digirolamo Drive From Sta 0+990 To Sta 1+275

C2.2 Plan And Profile Of Digirolamo Drive From Sta 1+275 To Sta 1+550

C2.3 Plan And Profile Of Digirolamo Drive From Sta 1+550 To Sta 1+825

C2.4 Plan And Profile Of Digirolamo Drive From Sta 1+825 To Sta 2+000

C2.5 Plan And Profile Of Charles Road From Sta 3+000 To Sta 3+245

C2.6 Plan And Profile Of Ditch Inlet No. 1 & 3 C2.7 Plan And Profile Of Ditch Inlet No. 2

C3.1 Partial Site Grading Plan

C3.2 Partial Site Grading Plan

C3.3 Intersections Grading Plan

C3.4 Storm Catchment Areas

C3.5 Storm Water Management Facility & Details

C5.1 Details

C5.2 O.P.S.D.'S

C5.3 O.P.S.D.'S