

# **SUBDIVISION AGREEMENT**

T.P.C. at Marlwood Inc.

31 Marlwood Avenue Subdivision – PT South ½ Lot 26 and Part of Original Road  
Allowance Between Concessions 7 & 8 (Flos)  
Town of Wasaga Beach, County of Simcoe  
Town File Reference [PS01/17]

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**SUBDIVISION AGREEMENT  
T. P. C. at Marlwood Inc.**

**THIS AGREEMENT MADE BETWEEN:**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

**(hereinafter called the "TOWN")**

**- and -**

**T. P. C. at Marlwood Inc.**

**(hereinafter called the "DEVELOPER")**

**WHEREAS** the Developer is the registered owner in fee simple of the lands described in Schedule "A" to this Agreement (hereinafter called the "**Lands**");

**AND WHEREAS** the Developer proposes to subdivide and develop the Lands in accordance with a registered plan of subdivision approved by the Town of Wasaga Beach in Town File PS01/17, hereinafter called the "**Plan**", a draft of which is referred to in Schedule "B" to this Agreement;

**AND WHEREAS** the Town has been authorized by subsection 51(25) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, (the "**Planning Act**") to impose conditions of development pursuant to which the Town requires the Developer to agree to construct and install certain watermains and water service connections, electrical distribution and transformation, switches, poles, street lights, sanitary sewers and sanitary service connections, storm sewers, stormwater management facilities, roadways, structures, landscaping, conservation of works and any other requirements as hereinafter provided, and herein referred to as the "**Works**", and to make financial arrangements to the satisfaction of the Town for installation and construction of required services, before final approval of the Plan by the Town;

**AND WHEREAS** in addition and supplemental to this Agreement, the Developer, has entered into an agreement with the Wasaga Distribution Inc. of the Town of Wasaga Beach, hereinafter called the "**Wasaga Distribution**", for the supply of hydro to the lands;

**AND WHEREAS** payment of the Engineering and Construction Review Fee shall be in the amounts provided in Schedule "M" of this Agreement.

**AND WHEREAS** the Developer is required to dedicate for public purposes, certain portions of the Lands or to make cash payment to the Town in lieu of dedicating such lands;

**AND WHEREAS** subsection 51(26) of the *Planning Act* permits the registration of this Agreement on title to the lands to which it applies and provides that the Town may enforce the terms and conditions of this Agreement against the Developer and any subsequent owners of the lands approved for subdivision and development;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of other good and valuable consideration and the mutual covenants hereinafter contained, and in consideration of the Town approving the Plan for registration, the parties hereto hereby covenant, promise, and agree with each other as follows:

**1. AGREEMENT**

**1.1 Interpretation**

In this Agreement, the following terms shall have the following meanings:

**"Basic Service"**, where used in this Agreement, shall include sanitary sewage collection system, watermain distribution system, storm sewer collection system, hydro-electric distribution, and transformation system, together with the base course asphalt road surface.

**"Builder"**, where used in this Agreement, shall mean a person, trust, corporation, or entity who undertakes the performance of all of the work and supply of all of the materials necessary to construct a completed home for the purpose of sale by himself or under the contract with a vendor or owner.

**"Builder's Road"**, where used in this Agreement, shall mean the construction of the road base to the lines and grades described on the approved design drawings, up to and including the base course asphalt road surface.

**"Certificate of Acceptance (Full Services)"**, where used in this Agreement, shall describe the document which may be issued thirty days after the Developer's request for a final inspection at the end of the one-year maintenance period and upon completion of all deficiencies with respect to all services constructed under this Agreement.

**"Certificate of Substantial Completion (Basic Services)"**, where used in this Agreement, shall describe the document to be issued by the Town Engineer upon completion of water distribution, sanitary collection, storm drainage and electrical distribution systems together with the placement of the base course asphalt road surface: these works being completed prior to the issuance of building permits.

**"Certificate of Substantial Completion (Full Services)"**, where used in this Agreement, shall describe the document to be issued by the Town Engineer upon completion of all work with the exception of surface course asphalt, concrete sidewalk, second stage concrete curb, and boulevard sod, and to initiate the commencement of the Maintenance Period.

**"County"**, where used in this Agreement, shall mean The Corporation of the County of Simcoe.

**"Developer"**, where used in this Agreement, includes an individual, an association, a partnership including a limited partnership, or a corporation, and wherever the singular is used herein, it shall be construed as including the plural.

**"Developer's Engineer"**, where used in this Agreement, shall mean the consulting engineer working on behalf of the Developer.

**"Full Service"**, where used in this Agreement, shall include all Works as described in Schedule "F" - List of Engineering and Servicing Drawings and Reports, and as described on the approved design drawings with the exception of surface course asphalt, concrete sidewalk, second stage concrete curb, and boulevard sod.

**"Lands"**, where used in this Agreement, refer to the lands described in Schedule "A" to this Agreement.

**"Mortgagee"**, where used in this Agreement, refers to a Mortgagee of the lands described in Schedule "A" to this Agreement.

**"Off-Site Works"**, where used in this Agreement refers to municipal services and associated works located beyond the limits of the plan and as may be required to be provided by the Developer pursuant to the requirements of this Agreement.

**"On-Site Works"**, where used in this Agreement refers to municipal services and associated works located within the limits of the plan and as may be required to be

provided by the Developer pursuant to the requirements of this Agreement.

**“Owner”**, where used in this Agreement, shall mean a person, trust, corporation, or entity who holds title or an interest in the title to the subject lands, being a lot or lots in the development.

**“Plan”**, where used in this Agreement, refers to the registered plan of subdivision, a draft whereof is referred to in Schedule "B" to this Agreement.

**“Public Body”** where used in this agreement shall mean a municipality, local board, ministry, department, board, commission, agency or official of a provincial or federal government or a First Nation, as defined in the *Planning Act*.

**“Supplemental Planting”**, where used in this Agreement refers to additional tree plantings to be provided by the Developer, over and above those identified on the Landscape Plans, to be planted at locations which will be determined in the field in consultation with and at the direction of Municipal staff and the Town Engineer.

**“Total Contract Costs”**, where used in this Agreement, shall be the amount equal to the total costs of performing all works as shown in Schedule "G". Confirmation will be provided by the Developer by way of his submission of a Tender of Acceptance to carry out the said works as described in Schedule "G".

**“Town”, “Municipality” or “Town of Wasaga Beach”**, where used in this Agreement, shall mean The Corporation of the Town of Wasaga Beach.

**“Town Engineer”**, where used in this Agreement, shall mean the Town of Wasaga Beach Engineer or the consulting engineer working on behalf of the Town of Wasaga Beach.

**“W.D.I.”, or “Wasaga Distribution”**, where used in this Agreement, shall mean the Wasaga Distribution Inc.

**“Works”**, where used in this Agreement, shall include both Off-Site Works and On-Site Works as applicable in the circumstances and as shown on the plans approved and accepted by the Town for the development and servicing of the Lands whether located within or external to Plan.

## **1.2 Notification of Commencement**

- a) The Developer shall not commence the construction of any of the Works until the Plan has been registered and the Developer has provided 96 hours of written notice to the Town Engineer of its intent to commence work; OR,
- b) Should for any reason, there be a cessation or interruption of construction, the Developer shall provide 96 hours of written notification to the Town Engineer before work is resumed.

## **1.3 Commencement of Construction and Completion**

- a) It is the intent of this Agreement that the Works be completed expeditiously and that all work be carried out and performed continuously. The Developer agrees to commence construction and complete all underground services for the development of the Lands within twelve (12) months of the registration of the Plan unless otherwise agreed to in writing by the Town.
- b) If construction is not commenced within the period prescribed by clause 1.3 a), above, and/or not completed as per the Schedule of Works, the Developer will be considered to be in default under the terms of this Agreement and the Town may exercise the remedies available to it pursuant to its terms and applicable legislation including the cancellation of building permit(s) until such time as the Developer has

brought the Agreement into good standing and, if required, entering into a further agreement to amend the terms of this Agreement including any update security requirements to secure the proper performance of the terms of this Agreement as amended and updated. The Town shall delivered a minimum of 30 days written notice by prepaid registered mail to the Developer at the address provided for in this Agreement and further provided that the Developer has not taken steps satisfactory to the Town to complete said construction. If required by the Town, until an amending agreement has been signed and registered on title to the Lands by the Town, no cancelled building permits will be re-issued nor will any further building permits be issued.

- c) The Developer and the Town agree that construction within the Plan may occur in phases as may be approved by the Town in its discretion. Prior to final approval, the Developer shall have developed and submitted to the Town for its consideration and approval a phasing plan for the development of the Plan to the satisfaction of the Town.

#### **1.4 Declaration of Progress and Completion**

Prior to the approval of the underground services, the Developer shall provide the Town Engineer with an undertaking for the completion dates of all remaining Works required by this Agreement.

#### **1.5 Reliance Upon Representations**

1.5.1 The Developer covenants and agrees that all work performed on the Lands shall be in conformity with:

- a) the provisions of this Agreement;
- b) the draft Plan referred to in Schedule "B";
- c) all additional schedules attached hereto;
- d) the plans and specifications submitted to and accepted by the Town;
- e) all applicable law including Municipal Zoning By-laws, site plan control, building by-laws and all provincial legislation.

1.5.2 The Developer acknowledges that:

- a) the Developer has made representations to the Town that the Developer will complete all On-Site Works and Off-Site Works as well as all on-site construction and landscaping required herein, in accordance with the plans filed with and accepted by the Town;
- b) the Town has entered into this Agreement for the subdivision and development of the Lands in reliance upon these representations.

#### **1.6 Non-compliance with Agreement**

1.6.1 The Town, by its officers, servants and agents, may enter on the Lands or any parts thereof and any buildings erected thereon, at reasonable times, to ensure proper compliance with this Agreement and any Works being constructed.

1.6.2 The Developer shall construct and install all Works in accordance with the Accepted Plans (as hereinafter defined) showing all services, grading and surface drainage, applicable site plan and elevations. If the Developer fails to do so, or having commenced to install the Works fails or neglects to proceed with reasonable speed or in the manner required by the Town to complete the Works, then, upon the Town giving seven (7) days notice by prepaid registered mail to the Developer, the Town may, without further notice, enter upon the Lands and proceed to supply all materials and to do all the necessary work in connection with the construction or completion of the Works, including the repair or reconstruction of faulty work and the replacement of materials supplied, constructed or installed that are not in accordance with the Accepted Plans for

development of the Lands, and to charge the cost thereof, together with the cost of engineering, to the Developer who shall forthwith pay the same upon demand.

- 1.6.3 The Town shall be entitled to realize on its security without further notice to the Developer, in order to provide funds for the payment of any work undertaken by the Town (provided that if the Town realizes on its security, it shall not be obligated to complete the work, but may elect to hold such sums as cash reserves pending the completion of the work by the Developer).
- 1.6.4 In the event that the cost of any work performed by the Town exceeds the realizable value of the security available to the Town, then the Developer shall, within thirty (30) days of demand by the Town, reimburse the Town for such excess expenses, and if it is not paid within the thirty (30) days, such unpaid balance shall bear interest at the rate of 15% per annum, and if not paid, may be applied as a charge on the said Lands by the Town.
- 1.6.5 If the Developer fails to pay the Town within 30 days written notice of the date of the invoice, then the money shall be collected under the provisions of Section 326 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended (the "**Municipal Act**").

### **1.7 Voiding Agreement**

In the event that the Plan is not registered within one (1) year from the date of signing the Agreement, the Town may, at its option, declare this Agreement to be null and void, and all costs incurred shall be deducted from the deposit made by the Developer.

### **1.8 Attached Schedules**

It is agreed that everything included in this Agreement and the Schedules attached hereto, together with all engineering drawings, reports, materials and undertakings filed by the Developer and accepted by the Town (the "**Accepted Plans**") and as listed in the Schedules to this Agreement, shall govern the development of the Lands. The Accepted Plans are available for review at the Town municipal offices upon request.

### **1.9 Registration of Agreement**

The Developer consents to the registration of this Agreement upon the title to the Lands at the sole discretion of the Town and at the expense of the Developer as a condition of registration of the Plan.

### **1.10 Special Circumstances**

Notwithstanding any other provision or provisions of this Agreement, whenever and to the extent the Developer is unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation under this Agreement by reason of strike, lockout, war, Act of God or any other circumstances beyond the control of the Developer, any time limit imposed upon the Developer in connection with or for the completion of such obligation under the terms of this Agreement shall be extended by a period of time equal to the length of the delay reasonably attributable to such extraordinary circumstance.

## **2. COSTS AND EXPENSES**

### **2.1 Agreement Fee & Administrative Deposit**

The Developer agrees to pay to the Town the cost of the Town's solicitor for all costs involved in processing the proposed development and agreements. The Developer also agrees that upon applying for the preparation of a subdivision agreement, the Developer will pay to the Town a non-refundable administration fee in the amount of Six Thousand Dollars (\$ 6,000.00) for the processing of the Agreement by the Town.

The Developer also agrees to provide the Town with cash deposits to be applied to the account for engineering plan review and construction inspection at 5% of construction cost in accordance with Schedule 'O' of this agreement.

## **2.2 Costs Incurred by Municipality**

All legal costs incurred by the Town in connection with the registration, administration, and enforcement of this Agreement shall be paid by the Developer forthwith, upon request by the Town.

## **2.3 Developer's Expense**

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words, "at the expense of the Developer", unless specifically stated otherwise. Without limitation, the Developer agrees to satisfy all of the requirements, financial and otherwise, of the Town in connection with the preparation and registration of this Agreement and the Plan.

## **2.4 Objections**

In the event of any objections being filed to approval and registration of the Plan or the development of the Lands which requires the Town to investigate, respond to, or refer for a hearing before the Ontario Land Tribunal, or in the event of any court applications to which the Town is involved, the Developer agrees to pay to the Town the cost of the Town's Administrative staff, solicitor, planner, other experts or technical advisers or personnel. The Town shall use its sole discretion in such retainers, and may require a deposit from the Developer, which shall be paid forthwith upon request; otherwise same shall be paid in the same manner as those in Sections 2.1 and 2.2 above.

Where an objection has been filed relating to the development herein by parties not subject to this Agreement, and such objection appears to be frivolous, the Town shall use its best efforts to obtain an Order from the Local Planning Appeal Tribunal for costs.

## **2.5 Payment of Interest**

All expenses for which the Town has demanded payment shall bear interest at the rate of 15% per annum on accounts unpaid after 30 days from the billing date.

# **3. SECURITIES, DEVELOPMENT CHARGES AND CAPITAL COSTS**

## **3.1 Securities**

Prior to the signing this Agreement and registration of the Plan, the Developer shall deposit securities with the Treasurer of the Town to cover the faithful performance of the contract for the installation of the Works and the payment of all obligations arising hereunder per the amount of securities set out within Schedule "E" to this Agreement. The value of the required security shall be based on One Hundred Percent (100%) of the estimated total cost of the Works including roads, services and landscaping as well as street lights, plus Ten Percent (10%) to cover engineering and contingency costs and 13% Harmonized Sales Tax on the total amount of the security. The provision of these securities shall be as follows:

- a) Cash and/or letter of credit in the amount of 100% of the actual estimated contract costs of the Works as set out in Schedule "G". Ten percent (10%) of this amount shall be provided in the form of cash security to cover any obligations of the Town, which may arise under Section 17 of the Construction Act. This amount shall also include the security holdback required for the two (2) year maintenance period, or,
- b) An irrevocable Letter of Credit issued in favour of the Town by a chartered bank or other financial institution approved by the Town and in a form acceptable to the Town in the amount of 90% of the cost of Works, as set out in Schedule "E".

- c) In addition to the above noted Letter of Credit, which is intended to guarantee the completion of the Works, the Developer may provide cash in the amount of no more than 10% of the actual contract costs of the Works in order that the total securities held by the Town will equal the 100% estimated costs of the Works as more particularly summarized in Schedule "G" to this Agreement. The cash shall be deposited with the Town at the same time as the aforementioned 90% Letter of Credit and shall remain for a minimum period of two (2) years, commencing from the date that the Certificate of Substantial Completion (Full Services) is issued, or until the issuance of the Certificate of Acceptance (Full Services), whichever period is longer.
- d) Sufficient securities in the form of cash and/or letters of credit shall be held by the Town at all times as deemed necessary by the Town. The total value of securities shall be based on the following:
  - i. 100% of the estimated value of outstanding Works, plus
  - ii. 10% of the actual contract costs as set out in Schedule "G"; and
  - iii. 13% HST.
- e) In addition to the foregoing security, the Developer will deposit with the Town a lot grading security of \$1,000.00 per lot to a maximum of \$9,000.00, payable at the time of signing of this Agreement as assurance that all lots are graded in conformity to the Overall Accepted for Construction Lot Grading Plans described within Schedule "F" to this Agreement.
- f) The lot grading security will be in the form of cash or Letter of Credit and will be retained by the Town until such time as the lot grading has been completed and a Certificate of Acceptance (Full Services) is issued for the Lands described in Schedule "A" to this Agreement.
- g) The Developer agrees that if a lot grading deposit is a requirement of any Purchase and Sale Agreement with individual purchasers that the Purchase and Sale Agreement will incorporate a clause clearly stating: "The Town of Wasaga Beach does not hold any deposits on account of grading requirements or damage to infrastructure on behalf of purchasers and/or tenants. The Town of Wasaga Beach holds security from the Developer to enforce such obligations directly with the Developer and has no authority to release funds to the purchasers and/or tenants."
- h) Should the Developer fail to have completed all required Works within any occupied areas of the Development, within one (1) year of receiving the Certificate of Substantial Completion (Full Services), the Town will be entitled to draw upon the securities held by the Town for the estimated cost of the works, as well as the expenses reasonably uncured by the Town to complete the Works.

### **3.2 Discharge of Securities**

- 3.2.1 After the completion of 50% of the services in the Plan or in an approved stage or phase of the Plan, the Developer shall, as the work proceeds to completion, have the privilege, upon application to the Town and upon the Certificate of the Developer's Engineer and acceptance thereof by the Town Engineer, with a statutory declaration regarding accounts paid, have the securities of cash and/or Letters of Credit reduced in amounts of not less than 10%.
- 3.2.2 An application for a reduction in securities shall be accompanied by a Construction Payment Certificate certified by the Developer's Engineer and showing an itemized account of quantities and units completed to the date of the certificate to substantiate the reduction being requested. The format of the application shall be consistent with Schedule "G" of this Agreement.
- 3.2.3 Sufficient securities of cash and/or Letters of Credit shall be held by the Town at all times as deemed necessary by the Town. The total value of securities shall be based on the summation of the following:

- a) 125% of the estimated value of outstanding works, or 10% of the actual contract costs as set out in Schedule "G" and Section 3.1(a) of this Agreement, whichever is greater.
- b) The amount of securities to be retained by the Town shall be determined in this manner until the issuance of the Certificate of Substantial Completion (Full Services) for the Plan or any applicable phase(s).
- c) The planting of trees (subject to seasonal constraints) and placement of topsoil and sod is to be completed as a condition of occupancy, together with lot grading in accordance with Section 7.4 of this Agreement. As well, placement of the top course asphalt shall not occur until eighty percent (80%) of the lots in the Plan or in an approved stage/phase have homes constructed upon them. In consideration of these requirements, the "Certificate of Substantial Completion (Full Services)" may still be issued and securities will be maintained as described under Value of Outstanding Works.
- d) Upon the issuance of the Certificate of Substantial Completion (Full Services) by the Town, the Town shall release to the Developer those remaining securities less 10% of the total contract costs of the Works. This amount will be retained by the Town until the Certificate of Acceptance has been issued and the assumption by-law has been implemented and registered by the Town. The above noted 10% of the Total Contract Costs of the Works shall be in the form of cash and/or letter of credit.
- e) Notwithstanding the foregoing, the Town shall not be required to release its security to an amount below 25% of the total contract costs of the Works until after expiry of 60 days from completion thereof as required by the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the "**Construction Act**"). The Developer shall provide the Town with a copy of the publication for the Notice of Substantial Completion that would initiate the 60 day period in accordance with the Construction Act.

### 3.3 Statutory Declaration of Accounts Paid and Claims

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Substantial Completion for the services within the subdivision or upon applying for prior acceptance of the underground and electrical services, the Developer shall supply the Town with a statutory declaration that all accounts for work and materials for services have been paid, except for normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for, or on behalf of, the Developer in connection with the subdivision.

As well, the Developer must provide certification from the Workplace Safety and Insurance Board to confirm that the Developer and/or the Developer's contractor are in good standing with the Board.

### 3.4 Payment of Development and Other Municipal Charges

3.4.1 The Developer will pay as a capital contribution towards other Town services, except for those contemplated in the *Municipal Act*, Sections 218 and 222, R.S.O. 2001, or as amended, and in addition to all other monies required to be paid by the Developer, a development charge per unit in the approved Plan. A "unit" shall mean any dwelling unit constructed on a lot, block, part of lot or part of block. Subject to the further provisions of this Section 3.4, the development charge for each unit is payable upon the issuance of the building permit for that unit. The amount of the actual development charge for a given unit shall be at the rate then in effect for development charges as established by Town of Wasaga Beach Development Charges By-law 2021-42. The Developer acknowledges that the development charge is a fluctuating rate and is adjusted annually on the 1<sup>st</sup> day of

January of each year in accordance with the provisions of the Towns' Development Charges By-law.

- 3.4.2 The Developer shall pay development charges, processing and administration fees to the County of Simcoe in accordance with the County of Simcoe Development Charges By-law and policies in effect at the time of Building Permit issuance as a condition of issuance in addition to development charges, processing and administrative fees payable to the Nottawasaga Valley Conservation Authority and in accordance with applicable school board policies and by-law in effect at the time payment is due.
- 3.4.3 The Developer will pay all arrears of taxes and utility charges outstanding against the property herein described, prior to the registration of the Plan. The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis, and in accordance with, assessment and collector's roll entries until such time as the Lands herein being subdivided have been assessed and entered on the collector's roll, according to the final registered Plan.
- 3.4.4 Before the Plan is registered, the Developer agrees to commute and pay all charges made with respect to the *Drainage Act*, R.S.O. 1990 and any special area assessments or local improvement charges imposed and payable pursuant to the Municipal Act which are assessed against the property on the Plan and which will become non-assessable when the Plan is approved and registered. Before the Plan is approved, the Developer agrees to commute and pay the Town's share of any charges made under The Drainage Act and the local improvement regulations under the Municipal Act presently serving this property and assessed against it.

### **3.5 Assumption**

#### **3.5.1 Subdivision Services**

Upon issuance of the Certificate of Acceptance (Full Services) and upon 80% of the lots being occupied, the Town may implement an assumption by-law and register same in the Land Titles Office; however, until such time as that by-law is registered, the Developer will be responsible for all maintenance requirements as set out in this Agreement.

Upon a municipal assumption by-law being passed, the Developer agrees to provide the Town with the following:

- a) A statutory declaration that all accounts for work and materials for all Works have been paid and that there are no claims for liens or otherwise in connection with the subdivision.
- b) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- c) Payment of all outstanding fees and charges.

### **4. RESPONSIBILITY OF DEVELOPER**

#### **4.1 To Retain Qualified Engineers, Architects, Planners & Surveyors**

The Developer shall employ qualified Consulting Engineers registered with the Association of Professional Engineers of Ontario, Architects registered with the Ontario Association of Architects and Planners registered with the Canadian Institute of Planners to design, supervise and certify the construction and installation of the Works, with the duties to include, but not be limited to the following:

- a) Prepare and certify the designs in accordance with the Engineering Standards of the Town;

- b) Prepare and furnish all required drawings, plans, reports, studies and other materials, including plans showing the services to be provided and the grading and drainage in connection with the development of the Lands;
- c) Provide a Plan of Subdivision which is to be forwarded to the Town in a format acceptable to the Town including digital format along with one (1) original hard paper copy, two (2) additional paper prints (one (1) of which is to be stamped with an Ontario Land Surveyor sticker), three (3) Mylar prints, and an Ontario Land Surveyor's duplicate;
- d) Provide the field layout, contract administration and full-time inspection of construction including utilities and to undertake and certify the quality of the required testing of the Works and the Works themselves;
- e) Act as the Developer's representative in all matters pertaining to the design and construction of the Works;
- f) Furnish the Town with a certificate with respect to each building for which a building permit application is made, certifying that the proposed construction is in conformity with the site plan, elevations and all other plans referred to herein;
- g) Prepare necessary construction contracts and provide copies of the same to the Town;
- h) Obtain the necessary approvals in conjunction with the Town, County, Wasaga Distribution, the Ministry of the Environment, Conservation and Parks, the Nottawasaga Valley Conservation Authority and any other governmental or regulatory agency as required;
- i) Undertake all requirements in accordance with the Town's Drinking Water Works Permit;
- j) Maintain all records of construction and upon completion, to advise the Town Engineer of all construction changes and to prepare final "Record Drawings". In this regard, hard copies and digital copies of the "Record Drawings" geo-referenced to the Town's GIS (UTM NAD 83 Zone 17) shall be submitted to the Town in AutoCAD (.dwg) and Adobe Acrobat (.pdf) format, along with service record sheets for the project prior to the issuance of the Certificate of Acceptance (Full Services);
- k) Provide coordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town's and Wasaga Distribution's Engineer for all Works specified in this Agreement;
- l) Prepare and provide the Town for each lot or block within the Plan, a certificate of final grade elevation, indicating that the property has been developed in conformity with the overall grading plan;
- m) In the case of lots or blocks built on at a later date, the Town reserves the right to request a similar certificate as required under f) and l), but it may be provided by a professional engineer other than the Developer's consulting engineer. If the Town has its engineer prepare the certificate, the cost of the work will be added to the cost of the building permit;
- n) Provide certification that the final constructed Works conform to the design drawings, which have been "Accepted for Construction" by the Town;
- o) To provide certificates of progress payments made by or on behalf of the Developer, certificates of Substantial Performance under the Construction Act; and certification that the final constructed Works conform to the design drawings, which

have been “Accepted for Construction” by the Town, or any deviations thereto that have been approved by the Town,

- p) A qualified Engineer certify that their reports conform with applicable standards to the satisfaction of the Town of Wasaga Beach and that the Engineer provides certification that the final constructed Works conform to the accepted design.
- q) To provide certified costs for any services or portions thereof that are being funded by Development Charges.

The Developer acknowledges that the Municipality is relying upon the skill and expertise of the Developer’s Consulting Engineer in relation to the design and construction of the Works including the estimating of costs. As a result, no other engineer will replace the Consulting Engineer without the written approval of the Municipality. If other engineers are retained to assist in the design and construction of the Works, such engineers will be duly qualified for the field related to the work undertaken.

## **4.2 To Prepare Site Plan, Engineering and Drainage Plans**

4.2.1 Nothing in this Agreement shall relieve the Developer from compliance with all applicable municipal by-laws and regulations.

4.2.2 Nothing in this Agreement shall relieve the Developer from any other lawfully imposed rates, taxes, levies or charges now or hereafter imposed by the Town or other government body.

4.2.3 The Developer covenants, prior to signing this Agreement, to file the following for approval by the Town:

- a) A Plan of the Subdivision development which is satisfactory to the Town;
- b) A drainage and lot grading plan showing existing and proposed final elevations, area drainage, easements for drainage and the minimum elevation of the first floor shall be 300 mm above the centre line of the road;
- c) A service layout plan for hydro, telephone, gas, sanitary and storm sewers and watermains including connections to existing services to the satisfaction of all affected authorities and the Town;
- d) A geotechnical investigation report. The purpose of this report is to reveal the subsurface conditions at the proposed subdivision site. The report shall provide for the monitoring of groundwater levels and a recommendation from a certified Engineer regarding the seasonal fluctuations of groundwater;
- e) To provide to the Town two completed digital plan of subdivision and design drawings in the latest AutoCAD format on USB or Digital Cloud Storage. Each USB is to be labeled identifying the legal property description, contractor’s name, file name and date delivered. WINZIP may be used to perform file compression if required. It is the Developer’s responsibility to ensure that all drawing changes occurring throughout the approvals process are incorporated into the digital submission.
- f) All line data depicting a property boundary must be mathematically closed to form polygons. This is essential since the data will be used in a geographic information system. An example of ensuring line accuracy would utilize the AutoCAD OSNAP functionality;
- g) To provide to the Town a copy of the Final Progress Payment Certificate summary as an MS Excel spreadsheet with total quantities and costs for each item broken down for each street in a format to the satisfaction of the Town for inserting

information into the Town asset management data base in accordance with PSAB 3150 accounting standards per the Canadian Institute of Chartered Accountants.

### **4.3 Workmanship**

The Developer covenants and agrees that Works required to be done by the Developer on private or public lands shall be done in a good and workmanlike manner, in accordance with the specifications of the Town, as set forth in the Accepted Plans required by this Agreement and in accordance with the engineering standards of the Town, to the satisfaction of the Town.

The Developer agrees to construct and/or repair all streets in accordance with municipal standards, to the satisfaction of the Town of Wasaga Beach.

### **4.4 Damage to Existing Plant**

The Developer shall repair any existing road, structure or plant located on the road allowance as a result of the development and shall pay for any costs involved in the relocation of existing services, such as hydrants, telephone poles, etc., which may become necessary because of the development.

### **4.5 Electrical Plant**

Refer to Schedule "J" attached to this Agreement.

### **4.6 Grading and Drainage**

- 4.6.1 It is understood and agreed by the parties hereto, that the drainage of the surface waters on the Lands described on Schedule "A" to this Agreement, is the sole responsibility of the Developer and subsequent purchasers, who are to provide and maintain adequate drainage of such surface waters for a period of five (5) years after the Certificate of Substantial Completion (Full Services) has been issued by the Town or until municipal assumption. The Developer agrees to reserve in all agreements of purchase and sale of all lots or blocks to be sold in the subdivision, an easement or right-of-entry for a term of five (5) years after the sale of any lot allowing the Developer to re-enter any lot or block for the purpose of correcting any drainage patterns in the said subdivision.
- 4.6.2 All lands described on Schedule "A" to this Agreement and all lands abutting the Lands, shall be graded to drain in accordance with an overall grading plan prepared by the Developer's Engineer and approved by the Town Engineer.
- 4.6.3 Following the transfer of any lot, the purchaser and all subsequent owners shall be responsible for the final grading and landscaping of the lot including maintenance of same, such that it is graded in conformity with the approved grading plan and to ensure that internal lot drainage shall be captured by any common lot line swale and other applicable drainage facilities or features.
- 4.6.4 Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the subdivision to a sufficient outlet in accordance with Section 13 of the Engineering Standards entitled "Stormwater Management".
- 4.6.5 The Developer agrees to insert the following information into every agreement of purchase and sale for all lots and blocks within the subdivision. The Developer also agrees to forward a draft copy of the proposed purchase and sale agreement for review purposes to the Town of Wasaga Beach prior to the sale of any lot or block. The Developer further agrees to deliver copies of these documents to each prospective lot or block owner:

- a) Copies of Sections 6 and 7 of this Agreement specifying the requirements for “Issuance of Building Permits” and “Occupancy Requirements”;
- b) Specific lot grading requirements of the subject lot or block as identified on the approved lot grading plan;
- c) Identification of Municipal Easements;
- d) Identification of Public Walkways and Parkland together with fencing requirements; and,
- e) Post Office box location map.
- f) Specific Individual stormwater management facilities and their applicable maintenance requirements, of the subject lot or block as identified on the accepted for construction drawings.

4.6.6 The Developer will be responsible for all rough grading of the site and each lot or block and for providing other Works necessary to provide for the implementation in full of the approved storm water management plan(s) and report(s) and lot grading plan(s) in accordance with the approved plan(s) and report(s) as set out in Schedule “F” of this Agreement. Rough lot grading of all vacant lots within each development phase shall be completed and maintained by the Developer in general conformance with the approved grading plans.

4.6.7 The Developer further agrees to topsoil and seed any rough graded areas not proceeding to construction in a timely manner, to the satisfaction of the Town. Following the transfer of a lot, the purchaser and all subsequent owners shall be responsible for the final grading and landscaping of the lot, including maintenance of same, such that it is graded in conformity with the approved grading plan and to ensure that internal lot drainage shall be captured by any common lot line swale and other applicable drainage facilities. Notwithstanding the foregoing, the Developer shall complete the final lot grading and landscaping on all Lands to be conveyed to the Town.

4.6.8 The Developer's Engineer, on behalf of the applicant for a building permit, will provide the Town with a site plan for each lot or block with recommendations for both the front and rear house elevations, which shall include the following:

- (1) first floor;
- (2) top of foundation;
- (3) top of slab;
- (4) underside of footing.

Provision of the above will ensure that the building to be constructed will conform to the approved lot grading plan and appurtenant drainage Works and will satisfy the general intent thereof.

4.6.9 The said elevations shall be approved by the Town's Engineer. Any deviation from the approved site plan referred to above shall be approved by the Town's Engineer prior to implementation. The Developer agrees to deliver said elevation to the purchaser(s) of each lot or block prior to the closing date of the sale of each lot or block.

4.6.10 Those buildings to be provided with sump pumps and all building basement floor slabs are to be located 0.5 metres above the seasonal high groundwater table as established by a geotechnical report for the subdivision.

4.6.11 The Developer shall complete finished grading in accordance with the accepted site grading plan elevations for every lot prior to occupancy.

#### **4.7 Drain Restoration**

The Developer agrees to re-grade and reinstate any ditches or drainage courses within the Plan, including the removal of construction refuse, to the satisfaction of the Town Engineer. The Developer also agrees to obtain approval of the Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources and Forestry and Nottawasaga Valley Conservation Authority for construction of storm sewer outfalls required for the purpose of drainage.

#### **4.8 Construction Refuse**

All construction refuse and debris from the development shall be disposed of in an orderly and sanitary fashion in a disposal area approved by the Town, and all applicable fees shall be borne by the Developer. The Town is not responsible for the removal, disposal or acceptance of refuse and debris.

All wood materials shall be separated from masonry or earth waste materials. All stumps removed shall be disposed of in an orderly and sanitary fashion in an approved and licensed dumpsite as per *The Environmental Protection Act*, R.S.O. 1990, as amended, or by other methods of disposal approved by the Town Engineer.

The Developer agrees to deliver a copy of this clause to each and every builder obtaining a building permit for any lot or part of a lot within the Plan.

No burning will be permitted at any time on the Lands or any portion of the Lands without the prior written consent of the Fire Chief.

#### **4.9 Relocation of Services**

It shall be the responsibility of the Developer to make the necessary arrangements and be responsible for costs for the removal and relocation of any existing municipal services that require relocation in the course of, or in connection with, the construction to be performed under this Agreement.

#### **4.10 Works to be Installed**

The Works to be installed are set out in Schedule "F" to this Agreement. This schedule sets out the Works in general terms only and shall not be construed as covering all items in detail.

If, at any time, and from time to time during the development of the subdivision, the Town Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required for the proper development of the Plan, the Developer shall construct, install or perform such additional Works at the request of the Town Engineer.

#### **4.11 Noise & Vibration Analysis, Monitoring & Mitigation**

- a) The Developer acknowledges that, prior to final approval of the Plan for registration, it shall have retained a Professional Engineer to review the proposed Works and existing soil conditions and define a Zone of Influence of vibrations as well as submit a proposed vibration monitoring program. The Zone of Influence shall include the area of land (and buildings and structures existing on the land) within or adjacent to the proposed development that potentially may be impacted by vibrations emanating from a construction activity as defined by the Professional Engineer referred to above in the vibration monitoring program to the satisfaction of the Town.
- b) Prior to commencement of construction, the Developer shall retain a qualified consultant to complete a pre-condition survey of all existing dwellings within close proximity of the development site. The survey shall include photographic inventory

of existing conditions of the interior and exterior of all buildings. In the event that a property owner will not permit access to the interior of the dwelling, the consultant shall provide written documentation to the Developer and the Town. The Developer shall provide a copy of the full pre-condition survey to the Town Engineer.

- c) The Developer agrees that vibration levels shall be measured by the Developer's Engineer during construction on or at all existing buildings and structures within the defined Zone of Influence during construction in accordance with the monitoring program submitted with the development approval. A minimum of one (1) vibration monitoring gauge is to be installed prior to earthworks construct at or near the existing structure that is closest to the work zoning, regardless of the defined Zone of Influence.

The Developer agrees that vibration monitoring may be required for existing dwellings within close proximity of the development site.

#### **4.12 Notice to Prospective Purchasers**

The Developer will post and make available for viewing in the sales office and all model homes a copy of the executed Subdivision Agreement, Draft Plan of Subdivision and the Registered Plan of Subdivision immediately following registration, together with the "Accepted for Construction" engineering servicing and landscape plans that identifies easement locations, tree planting, fencing, trails, streetlights, signage, utilities and sidewalk requirements within the Plan of Subdivision. All offers of purchase and sale will include information that satisfies subsection 59(4) of the *Development Charges Act*.

All offers of purchase and sale will include the warning clauses as outlined in Schedule "N". All prospective purchasers shall be directed to and recommended to review the Subdivision Agreement and engineering servicing and landscape plans before making an offer to purchase.

A copy of the Developer's standard Purchase and Sales Agreement shall be provided to the Town for review to confirm compliance with this Section of the Agreement prior to the sale of any Lot or Block.

The Developer acknowledges and agrees that the Developer is responsible for notifying property owners of noted encroachments within the right-of-way and coordinating the removals and/or adjustments of encroachments to the satisfaction of the Town prior to Municipal Assumption.

The Developer will advise the prospective purchasers that any property owners with a catchbasin and/or storm sewer pipe within the rear lot or side lot easement is required to contact Public Works to locate the storm sewer prior to installation of a fence.

The Developer will advise the prospective purchasers that they are responsible to remove any fence or any other obstruction within the rear lot or side lot easement in the event that Public Works requires access for maintenance. Otherwise, the removal of such fence may be carried out by Public Works at the owner's expense.

#### **4.13 Landscaping**

The Developer agrees that the detailed design and construction of all landscaping shall occur at no cost to the Town and shall be completed in accordance with the provisions of the accepted Landscape Plans, as provided in Schedule "F".

#### **4.14 Notice to Neighbours re Construction**

Prior to commencement of construction, the Developer shall provide notices of construction, including proposed changes to all homeowners that abut the Plan and all

homeowners with properties that have frontage along Masters Lane and Golf Course Road where construction is proposed. The Developer shall provide the notices of construction to Town staff for approval prior to the issuance and delivery of the notices.

#### **4.15 Exclusion Fencing – Species at Risk**

The Developer shall ensure that exclusion fencing is erected around construction activity areas to prevent any potential species at risk from entering the construction area as shown on the “Accepted for Construction” plans and drawings.

### **5. APPROVALS**

#### **5.1 Approval Procedure**

5.1.1 Upon application to the Town for the preparation of the Subdivision Agreement, the Developer shall:

- 1) Pay to the Town, the sum of \$6,000.00 for the processing of the Subdivision Agreement;
- 2) Provide an Engineering Review Fee to the Town as outlined in Section 2.1 of this Agreement;
- 3) Submit to the Town a detailed engineering plan or plans showing the services to be installed as well as lot grading and storm drainage plans and design calculations to the satisfaction of the Town Engineer;
- 4) Have received from the Town engineering design approval of all drawings and cost estimates for the Works associated with the subdivision and all drawings have been stamped ‘Accepted For Construction’; and
- 5) Have received from the Town approval for the watermain distribution system in accordance with all requirements of the Town’s Drinking Water Works Permit.

5.1.2 Prior to final approval, the Developer shall:

- 1) Submit to the satisfaction of the Town and/or any other applicable agencies:
  - a) An Archaeological Assessment Report;
  - b) A Traffic Impact Study;
  - c) A Composite Utility Servicing Plan;
  - d) A Geotechnical Report;
  - e) A Vibration Monitoring Report;
  - f) A Site Grading and Drainage Plan;
  - g) A Functional Servicing Report;
  - h) A Site Phasing Plan;
  - i) A Detailed Site Servicing Plan;
  - j) Architectural Design Guidelines;
  - k) An Environmental Impact Study;
  - l) An Erosion and Sediment Control Plan;
  - m) A Detailed Stormwater Management Report;
  - n) Tree Assessment Report/Preservation Plan;
  - o) Construction Management/Mitigation Plan; and
  - p) Post Construction Nitrate Monitoring Program.
  - q) Hole-By-Hole Analysis & Recommended Changes
- 2) Agree in wording acceptable to the Town and any applicable authority to carry out or cause to be carried out the recommendations and measures contained

within the approved plans and reports set out above;

- 3) Submit Landscape Plans to the satisfaction of the Town. These plans shall be consistent with the approved Tree Preservation Plan and are to be prepared by a qualified landscape architect in good standing with the Ontario Association of Landscape Architects (OALA) and shall include the following:
  - a) Lot, block and street tree planting and/or buffer landscaping in accordance with the standards and requirements of the Town of Wasaga Beach;
  - b) Fencing in accordance with the standards and requirements of the Town of Wasaga Beach in locations as may be required by the Town; and
  - c) Any other landscaping as determined by the Town of Wasaga Beach or other applicable Authority.

The Developer agrees that the detailed design and construction of all landscaping shall occur at no cost to the Town of Wasaga Beach in accordance with the provisions of the accepted landscape plans.

The Developer acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions to implement or integrate any recommendations resulting from studies required as a condition of approval, to the satisfaction of the Town.

#### 5.1.3 Prior to signing the Subdivision Agreement, the Developer shall:

- 1) Be the registered Owner in fee simple of the Lands described in Schedule "A" attached hereto;
- 2) Pay in full, any outstanding taxes, drainage, local improvement charges and special area rates not yet levied against the property;
- 3) If applicable and subject to the approval of the Town, file a postponement of mortgage/charge document;
- 4) Have delivered to the Town all cash deposits, and securities required by Section 3 of this Agreement and as described herein;
- 5) Satisfy the Town that there are no encumbrances registered against the Lands other than those held by the mortgagee(s) named herein, either at the date of signing this Agreement by the Town, or on the date of registration by the Town of this Agreement;
- 6) Submit confirmation that satisfactory agreements have been made with Simcoe County as well as Wasaga Distribution Inc. and all other utility companies. A copy of such confirmation shall be forwarded to the Town of Wasaga Beach;
- 7) Provide a letter or letters from their engineer, planner and architect who are employed by firms who are members of the appropriate professional association or regulatory body within the Province of Ontario confirming that they have been retained to carry out the services referred to in Section 4 of this Agreement;
- 8) Have submitted and obtained the Town's acceptance of the following, in accordance with the Town's approved Engineering Standards:
  - a) the proposed M-plan of the draft approved Plan of Subdivision;
  - b) the drainage plan, showing existing and proposed final elevations, area drainage, easement drainage and first floor elevations;
  - c) the lot grading plan; and

- d) the service layout plan for hydro, telephone, gas, sanitary and storm sewers and watermains including connections to existing services.
- 9) Deposited with the Town, proof of insurance, naming the Town and its agents as insured pursuant to Section 10 of this Agreement;
  - 10) Mutually agreed with the Town on the parcel/s of land to be deeded to the Town for parkland at no cost to the Town and/or the amount of cash to be given to the Town in lieu of parkland;
  - 11) Have obtained approval of the draft Plan of Subdivision from the Town.
- 5.1.4 Prior to any site alteration, submit the following to the satisfaction of the Town and/or any other applicable agencies:
- 1) An Archaeological Assessment Report and appropriate archaeological resources conservation requirements;
  - 2) An Environmental Impact Study;
  - 3) An Erosion and Sediment Control Plan;
  - 4) A Tree Preservation Study/Plan;
  - 5) An Overall Site Grading and Drainage Plan;
  - 6) A Stormwater Management Report;
  - 7) A Vibration Monitoring Report; and
  - 8) A Geotechnical Report.
- 5.1.5 If required, prior to any site alteration, the Developer shall carry out a Phase One Environmental Site Audit and, if deemed necessary, a Phase Two and Phase Three Audit to the satisfaction of the Town. No grading or other soil disturbances shall take place on the subject property prior to the Town confirming satisfactory with the recommendations of any required Environmental Site Audits.
- 5.1.6 Prior to any site alteration, the Developer shall have submitted a Tree Assessment Report, including an inventory of all existing significant trees, assessment of all significant trees to be preserved and proposed methods of tree preservation or remedial plantings to the satisfaction of the Town of Wasaga Beach; and the Developer shall undertake the measures identified in the accepted Assessment Report.
- 5.1.7 The Developer agrees that any tree removal should be undertaken outside the active season for eastern hog nosed snake as well as bird nesting and bat nesting season which extends from mid-March to mid-August in each year.
- 5.1.8 Prior to final approval and any site alteration, the Developer shall carry out a Stage 1 and 2 Archaeological Assessment, and any further assessment as may be required, of the subject property prepared by a person who holds a license that is effective with respect to the subject land, issued under Part VI (Conservation of Resources of Archaeological Value) of the Ontario Heritage Act. A conservation plan for any archaeological resources identified in the assessment will be required. No grading or other soil disturbances shall take place on the subject property prior to the Ministry of Citizenship and Multiculturalism (“**MCM**”) confirming that all archaeological resource concerns have met licensing and resource conservation requirements. A letter confirming the review and/or entering of the archaeological assessment report into the provincial Register of Archaeological Reports by the Ministry of Citizenship and Multiculturalism (MCM) is required prior to final approval.
- 5.1.9 Prior to the start of construction and installation of the services for development of the Lands, the Developer shall:
- a) Obtain draft plan approval of the Plan from the Town of Wasaga Beach;

and, obtain approval from the Town Engineer for all pre-servicing submissions and the Developer has entered into a Pre-servicing Development Agreement to the satisfaction to the Town;

- b) Pay any cash-in-lieu of parkland amount required to satisfy parkland dedication obligations to the Town, if required;
- c) Notify the Town's Engineer, Planning Department, Fire Department, Public Works Department, Wasaga Distribution Inc., and Police, by written notice of commencement of work and arrange a "pre-construction" meeting;
- d) If applicable, submit to the Town, the Ministry of the Environment, Conservation and Parks Change Compliance Approval for the sanitary sewer system and storm water management, or Ministry of the Environment, Conservation and Parks approval for the disposal of sewage effluent;
- e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachments, etc., of all road authorities, including the County and any other road authority involved;

5.1.10 Prior to building permit applications being submitted, the Developer shall:

- a) Ensure the relevant stormwater management facility servicing those lots and blocks is constructed and operational to the satisfaction of the Town;
- b) Ensure the trunk watermain and sanitary sewer facilities shall be established within an easement or Lands deeded to the satisfaction of the Town;

5.1.11 Prior to issuance of any building permit(s) within each respective phase, the Developer shall:

- a) Have obtained the Town Engineer's Certificate of Substantial Completion (Basic Services) for the particular stage being developed;
- b) Deposit with the Town security for placement of topsoil and sod in accordance with Section 3;
- c) Have complied with all the requirements of Section 6 of this Agreement; and
- c) Have paid all applicable Development Charges pursuant to Section 3 and as described in Schedule "E" attached hereto prior to the proceeding with the next phase.

5.1.12 Prior to issuance of the Certificate of Substantial Completion (Basic Services), the internal and external servicing works associated with the subdivision or a specific phase of the subdivision must be completed including but not limited to the sanitary sewage pumping station and sanitary sewer piping, watermain piping and hydro service for the subdivision or the specific phase.

## 5.2 Approval of Plans

- a) The Developer and their engineers and architects shall have the plans and specifications for the Works approved by the Town Engineer prior to the signing of this Agreement, as stated in Section 5.1;
- b) There shall be no changes in the Schedules attached hereto, or to any plans and specifications filed and accepted by the Town unless such proposed changes have been first submitted to, and accepted by the Town Engineer, or other

authorized representative of the Town;

- c) Such approval shall in no way absolve the Developer or its consulting engineers of responsibility for errors in or omissions from such plans and specifications;
- d) The Owner agrees that the draft Plan of Subdivision and associated conditions of draft approval may require revisions to implement or integrate any recommendations resulting from studies required as a condition of approval, to the satisfaction of the Town;
- e) The Developer agrees that final engineering design(s) may result in minor variations to the Plan (e.g. in the configuration of lotting, number of lots, etc.), which may be reflected in the final Plan to the satisfaction of the Town.

### **5.3 Approval of Municipal Street Naming and Numbering**

Prior to final approval, the Developer agrees that a municipal numbering system shall be assigned to the satisfaction of the Town with regard to 911 emergency servicing and shall be included in the final engineering submission drawings.

The Developer agrees to display the lot number and corresponding assigned municipal address in a prominent location on each lot prior to and during construction and permanently affixed to the front of the building prior to building occupancy.

### **5.4 Approval of Staging of Development**

The Developer hereby acknowledges and confirms that it shall not be entitled to sewage/water capacity beyond those units allocated to the Plan. The Developer further acknowledges and confirms that all sewage/water capacity is regulated and controlled by the Ministry of the Environment, Conservation and Parks.

## **6. BUILDING PERMITS**

### **6.1 Requirements of Building Permits**

Any prior approvals or acceptance by the Town shall not be deemed to give any assurance that building permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan. Building permits will not be issued until:

- a) The complete major stormwater management facilities are in place and the water distribution and storm and sanitary sewer and electrical distribution systems have been satisfactorily tested and the Town Engineer has accepted the Certificate of Substantial Completion (Basic Services);
- b) The remaining underground services such as telephone, cable television, gas and hydro (including transformers) have been installed; or, satisfactory letters have been received that the above services will be provided;
- c) Approval of the Town has been obtained for the construction of any buildings to be erected on lots or blocks listed in Schedule "B" hereto;
- d) All dead and fallen trees, including cuttings, within the limits of the current phase have been removed;
- e) The Developer has substantially completed all rough grading of each lot or block as well as other grading Works necessary to provide the implementation in full of the approved storm water management plan and report and lot grading plan in accordance with the approved plan and report and as set out in Schedule "F" of this Agreement to the satisfaction of the Town and has confirmed in writing to the Town that following the transfer of a lot, the purchaser has been notified that they

shall be responsible for the final grading and landscaping of the lot including maintenance of same, such that it is graded in conformity with the accepted grading plan and to ensure that internal lot drainage shall be captured by any common lot line swale and other applicable drainage facilities;

- f) A certificate has been given by the Developer's consulting engineer that the building to be erected on any lot or block within the Plan is in conformity with the overall grading plan and site plan for house elevations pursuant to Section 4.6 of this Agreement, or has received the approval of the Town Engineer with respect to any variance to the grading plan;
- g) The Developer has posted a sign on each lot identifying lot numbers consistent with the registered Plan and display the corresponding assigned municipal address in a prominent location on each lot. Each sign shall be maintained by the Developer until replaced with a municipal address sign permanently affixed to each respective dwelling unit;
- h) Approval has been received from the Fire Chief for the proposed plans for fire protection, and specifying any hydrants and/or other equipment or appurtenances required;
- i) Deeds and easements, together with comprehensive plan of easements, as required by Schedule "D" have been delivered and have received the approval of the Town;
- j) Building permits for the construction of model homes may be issued with the approval of the Town as identified in Schedule "L" attached hereto;
- k) The Developer and builder have posted the registered Plan of Subdivision together with plan of easements, for the information of the prospective purchasers and public information;
- l) The Developer has provided verification from Canada Post that all post office box locations have been approved by Canada Post and are satisfactory to the Town of Wasaga Beach Public Works and Planning Departments. The Developer further agrees to provide appropriately sized concrete pads to Canada Post's and the Town's specifications, including any required walkways across the boulevard and any curb cuts to provide barrier free access to the permanent Community Mail Box location(s). The Developer further agrees to pay all Canada Post fees for the installation and activation of all Community Mail Boxes and addresses in new developments;
- m) A complete set of the "Accepted for Construction" servicing plans and landscape plans are placed at each sales office for viewing by prospective home purchasers, together with the requirements noted in Section 4.11;
- n) Paid the development charges, or any required balance of same as outlined in Section 3.4;
- o) Deposited the full amount of the lot grading deposits, or lodged securities for same as per Sections 3.1f, for the subdivision as outlined in Section E;
- p) Provided geotechnical reports to certify the acceptability of all engineered fill lots including footing elevations.

## **7.OCCUPANCY OF UNITS**

### **7.1 Developer Agrees**

The Developer undertakes and agrees that it shall provide all prospective purchasers the

Accepted for Construction drawings showing the lot grading and servicing details of the relevant lot at the time of the execution of the agreement of purchase and sale between the Developer and the prospective purchaser and that the purchaser will be notified that the purchase and all subsequent owners shall be responsible for the final grading and landscaping of the lot including maintenance of same, such that it is graded in conformity with the accepted grading plan and to ensure that internal lot drainage shall be captured by any common lot line swale and other applicable drainage facilities.

## **7.2 Prior to Occupancy Requirements**

- a) The Developer hereby acknowledges and confirms that it shall not be entitled to a sewage and water hook-up for any unit in its proposed development until all provisions of the Sewer and Water User By-laws 2010-62 and 2012-56, as amended, have been met and that a water metering device has been installed as per the requirements of Section 13.4 of this Agreement.
- b) The Developer undertakes and agrees that it shall not hook into the Town's sewage or water system nor allow occupancy of any unit in any proposed development or phase not covered by this Agreement, and for which deposits, securities, development charges and capital costs have not been provided to the Town in accordance with this agreement.
- c) The Developer obtain written confirmation from the Golf Course Owner, stipulating that the recommended changes to the golf course be undertaken prior to occupancy of any new dwelling, and further, that they are in agreement with and will install the recommended golf safety netting along the property lines as an added precautionary measure, prior to occupancy of any new dwelling.

## **7.3 Occupancy Requirements**

No buildings on the lots or blocks within the Plan, or applicable phase thereof, shall be occupied until:

- a) All requirements for building permits as set out in Section 6.1 herein have been satisfied;
- b) A Certificate of Substantial Completion (Full Services) is issued by the Town Engineer;
- c) All Works as set out in Schedule "F" attached hereto have been complied with, including Substantial Completion (Full Services) for the required external servicing, save and except the final course of asphalt being supplied and placed on all road surfaces within the subdivision;
- d) The traffic and street signs have been installed and approved by the Town Engineer;
- e) Water, sewer and hydro distribution systems have been completed and are operational to the satisfaction of both the Wasaga Distribution Inc. and the Public Works Department, and the required connection fees and charges have been paid to the satisfaction of the Town;
- f) Streetlights have been installed and are operational;
- g) Verification has been provided that the building constructed, and the final grading of the lot or block is in conformity with the overall grading plan and site plan for house elevations or such variance there from has been approved by the Town Engineer;
- h) The lot or block has been rough-graded;

- i) All requirements of The Ontario Building Code have been fulfilled to the satisfaction of the Chief Building Official;
- j) All individual private stormwater facilities, applicable to the lots or buildings being occupied have been constructed as identified on the design drawings "Accepted for Construction";
- k) Any retaining wall applicable to the lots or buildings being occupied have been constructed as shown on the design drawings "Accepted for Construction";
- l) Any fences applicable to the lots or buildings being occupied as shown on the landscape plan have been erected as shown on the design drawings "Accepted for Construction", and in accordance with Town of Wasaga Beach Comprehensive Zoning By-Law 2003-60 as amended;
- m) The remaining underground services such as hard-wired Telephone System, and Natural Gas have been installed and are operational;
- n) A water meter with required appurtenances has been installed in accordance with the specifications of the Town;
- o) The road from the entrance of the subdivision, to and including the block of which the building is a part, has received the base course of asphalt;
- p) The drainage ditches have been reinstated in compliance with this Agreement.

#### **7.4 Post-Occupancy Requirements**

- a) The Developer acknowledges and agrees to complete the fine-grading and sodding of the lot or block within one (1) year of occupancy of the lot/block. Should occupancy be requested between November 1 and May 1, the sodding provision will be waived until the following June 15, at which point the sodding must be completed;
- b) The Developer acknowledges and agrees to complete the planting of a minimum of three trees for single detached lots and two trees per unit for row or multiple unit housing within two (2) months of the occupancy of the lot/block in accordance with the Engineering Standards. Subject to seasonal constraints the trees must be provided within seven (7) months of occupancy in accordance with Section 13.8 of this Agreement;
- c) The Developer acknowledges and agrees to complete all concrete sidewalks and the boulevard sodding within one (1) year of the occupancy of the lot/block where required in accordance with the accepted plans, subject to favourable weather conditions.

### **8. EASEMENTS AND LAND CONVEYANCES**

#### **8.1 Easements & Conveyances**

The Developer, at the Developer's expense, agrees to grant all such easements and rights-of-way as may be required for the installation and supply of services and utilities to the development. Prior to registration of this Agreement, all known easements shall be filed with the Town in a form approved by the Town Solicitor. In addition, it is recognized by the Developer that additional easements may be required by the Town to accommodate the development of the Lands and the Developer shall provide or obtain those easements as are reasonably required by the Town to satisfy the servicing and development requirements associated with the approval and registration of the Plan at no cost to the Town.

Without limiting the foregoing, the Developer acknowledges that it is required to obtain and register an external drainage easement for the benefit of Lots 1 to 9 on the Plan over the adjacent property to the east of the easterly limit of Lots 1 to 9 on the Plan and that it has submitted an Application for Severance Approval (Application B00825) for severance approval to transfer the required easement following registration of the Plan. The Developer agrees to complete the process for severance approval and to register the required drainage easement on title to the servient lands for the benefit of the dominant lands being Lots 1 to 9 on the Plan in accordance with the requirements of the Planning Act as soon as possible following the granting of approval and the deposit of the required Reference Plan.

Prior to final approval for registration of the Plan, the Developer agrees to provide a Comprehensive Easement Plan identifying all easements that may be required for, but not limited to, access for maintenance purposes, fire hydrants, stormwater drainage, roadside snow storage, utilities and servicing purposes and emergency access. The Developer agrees to transfer all required easements to the appropriate government authority, agency or servicing entity to the satisfaction of the Town, free from encumbrances and at no cost to the Town.

A list, together with an overall comprehensive plan of easements showing lands, park(s) and rights-of-way as per Schedule "D" of this Agreement, shall be provided to the satisfaction of the Town.

## **8.2 Non-Conveyance of Lands**

The Developer covenants not to convey any part or further divide the said Lands except in accordance with *The Planning Act*, 1990, as amended, or under the provisions of *The Condominium Act*, R.S.O. 1998, as amended, or any similar legislation passed, amendment thereto, or in lieu thereof.

## **9. NOTICE TO DEVELOPER**

Any notice to be given by any party under this Agreement may be given by:

- a) personal service on the parties hereto;
- b) personal service on the person apparently in charge on the construction site and by prepaid first-class mail addressed to the other party at the last known address;
- c) courier mail service, and shall be deemed to have been delivered 24 hours after pick-up by the courier;
- d) service on the Developer's Engineer, together with the sending of a copy of the notice by prepaid first-class mail addressed to the Developer at his last known address which will also constitute service on the Developer;

T.P.C. at Marlwood INC.  
Alexander Smardenka  
T.P.C at Marlwood Inc.  
57 Old Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J5

and to

DEVELOPER'S ENGINEER  
Suzanna Nilsson, P.Eng  
R.J. Burnside & Associates Limited  
3 Ronell Crescent

Collingwood, Ontario  
L9Y 4J6

- e) Telecopier message or facsimile machine or e-mail to the other party if they have the appropriate equipment and connections.

## **10. INSURANCE**

### **10.1 Policy**

The Developer shall, prior to the execution of this Agreement, lodge with the Town a Certificate of Insurance acceptable to the Town insuring the Town and the Developer for their joint benefit against any liability that may arise for any construction or installation of any work to be performed pursuant to this Agreement, and same shall be maintained in full force and effect for the period of this Agreement, including the period of guaranteed maintenance.

### **10.2 Limits**

The insurance policy shall carry liability to a limit of Five (5) Million Dollars comprehensive General Liability, all inclusive of any one accident or occurrence and shall conform to the following:

- a) the policy shall not have any exclusions (e.g. blasting) unless previously approved by the Town;
- b) the policy shall include as a named insured, The Corporation of the Town of Wasaga Beach and its agents;
- c) the premiums on the policy shall be paid throughout by the Developer and default in payment of same or expiry of the policy shall result in the Developer being in default of this Agreement; and
- d) the policy shall provide a clause wherein the insurance company agrees to provide the Town with 45 days notice prior to any cancellation or expiry of the policy.

The Developer shall, from time to time and upon request of the Town, provide confirmation to the Town of premium payments, coverage, expiry dates or other required information. Nothing contained herein shall absolve the Developer from any other claim or claims in excess of policy limits.

## **11. SAVE HARMLESS**

The Developer on behalf of itself, its successors and assigns, agrees to indemnify and save harmless the Town from and against any and all claims, suits, actions and demands whatsoever, which may arise either directly or indirectly, by reason of any work or service performed by the Town, its servants, agents or sub-contractors in order to complete the work or services required to be completed under this Agreement including inspections, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Town, its servants or agents or sub-contractors.

## **12. ACCESS ROADS**

### **12.1 Access During Construction**

A suitable access route shall be established to the satisfaction of the Town. In this regard, the Developer agrees that construction access shall be provided from Golf Course Road.

The Developer agrees that all construction traffic shall enter and leave the Lands using only the routes and access points designated by the Town. An unobstructed emergency

route having a minimum width of 6 metres shall be maintained at all times along the centre of all road allowances within the development, and it shall be the Developer's responsibility to prohibit the depositing or stockpiling of construction materials on the roadways within the development or stage of development.

All access roads must be maintained by the Developer in good repair acceptable to the Town Engineer during the time of construction. This shall include the removal of mud tracked from the subdivision, as well as dust control. The Developer shall apply calcium to granular surface roads or sweep paved streets in quantities and frequencies sufficient to prevent any dust problem to traffic or home occupants.

No roadway outside the limits of the proposed subdivision may be closed without the written consent of the Town Engineer and any interruption to traffic is to be in accordance with the Ontario Traffic Manual – Book 7. For the purpose of getting such consent, the Developer shall advise the Town Engineer and Director of Public Works of the date and time they wish to close a roadway.

The Town reserves the right to limit or prohibit the use of any existing access road by the Developer. When required by the Town, the Developer shall barricade such streets or other areas as may be necessary to control site access

## **12.2 Right of Access - Town**

The Town, by its officers, servants and agents, may enter on the Lands or any parts thereof and any buildings or units erected thereon, to insure that proper compliance with the terms of this Agreement and that the construction or installation of any Works required by the Developer to be constructed or installed have been properly constructed or installed. In the event of non-compliance with any of the requirements of this Agreement or any of the specifications of any work to be done by the Developer, the Town, by its officers, servants, agents and contractors, may enter upon the Lands to complete the work and remedy any defects or deficiencies. Any action taken by the Town or on its behalf pursuant to this Section is in addition to and without prejudice to any bond or other guarantee given on behalf of the Developer for the performance of its covenants and agreements herein.

The Developer further covenants and agrees with the Town that it will provide that the Town firemen, policemen, by-law enforcement officers and other municipal officials shall have access at all times, together with their vehicles, for the performance of their duties.

## **13. SPECIAL CONDITIONS**

### **13.1 Amendments to Draft Plan of Subdivision and Conditions**

The Developer acknowledges and agrees that the implementation or integration of any recommendations resulting from studies required as a condition of draft approval may require revisions to the Plan of Subdivision or this Agreement to the satisfaction of the Town.

The Developer acknowledges and agrees that the final engineering design(s) may result in minor variations to the development, which may be reflected in the final Plan to the satisfaction of the Town.

### **13.2 Maintenance of Works**

The Developer shall be responsible for the repair and maintenance of all subdivision services until a Certificate of Acceptance is issued by the Town.

The Developer shall be responsible for the repair and maintenance of all off-site Works for a term to be called the "maintenance period" which shall extend for a minimum period of two (2) years from the date of the Certificate of Substantial Completion (Full Services)

or one (1) year from the placement of surface course asphalt, whichever is longer. If during this period, the Developer fails to carry out maintenance work within 24 hours after receipt of a request from the Town, the Town Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the total cost of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Town within 15 days of the date of billing, the money owing may be deducted from the deposited securities. As indicated in Section 3.2 of this Agreement, during the maintenance period, 10% of the estimated cost of the Works in cash or letter of credit shall be retained by the Town. The Town Engineer or Director of Public Works reserves the right to undertake any work of any emergency nature that will restore essential services to residents.

The maintenance period shall be a minimum of two (2) years; however, towards the end of the maintenance period, the Developer shall make written request to the Town for a final inspection to be made with respect to the issuance of the Certificate of Acceptance (Full Services). This Certificate of Acceptance (Full Services) will not be issued by the Town until receipt of the Municipal Engineer's inspection confirmation that all provisions of this Agreement have been complied with, building permits have been issued for 80% of the lots or blocks within a phase/stage and the respective foundation and backfill inspections have been carried out and approved by the Town.

### **13.3 Snow Removal**

The Developer shall be responsible for the clearing and removal of snow from roads, driveways, parking areas and walkways on the Lands from the time of the first occupancy in the subdivision, and during the maintenance period, until any roads that have been dedicated to the Town for public highway purposes are assumed. Snow shall not be piled in any case on neighbouring or Town property. The Developer shall ensure that the streets are reasonably free of vehicles and obstructions to permit snow removal.

In the event that proper vehicular access or snow removal is not provided by the Developer, the Town, through its servants, contractors, or agents, may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Director of Public Works. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing, or otherwise may be deducted from the deposited securities.

The Developer further agrees that any work done by the Town pursuant to this Agreement before the roads dedicated to the Town are accepted by the Town shall not be deemed in any way, to be an acceptance by the Town of the roads in the subdivision upon which such work is done. Any work carried out by the Town prior to acceptance and assumption shall be construed as to be done as agent of the Developer only and shall have no other meaning.

The Developer acknowledges that the Town, while providing access by removing snow may damage or interfere with the work of the Developer and cause damage to such work, and the Developer hereby waives all claims against the Town that the Developer might have arising therefrom and covenants that the Developer will make no claim against the Town for such interference or damage, providing the work is carried out in a normal and reasonable manner.

Representation may be made requesting that the Town consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the subdivision.

### **13.4 Water Meters**

The Town will supply water meters, remote read-out devices and transmitters at the expense of the Developer (or Owner or Builder, if applicable), and the Developer (or Owner or Builder, if applicable) shall be responsible for the installation of same to each unit that is serviced by Town water. The remote read-out devices and transmitter shall

be located on the exterior of the building beside the electrical meter (minimum 150 mm separation), and they shall be accessible to the Town's agent.

Water meter specifications shall be in accordance with the Town standards.

### **13.5 Canada Post**

The Developer agrees to:

- a) Work with Canada Post and the Town to determine and provide temporary suitable locations for the placement of the Centralized Mail Facility/Community Mailbox, until the curbs and sidewalks are in place throughout the subdivision, to the satisfaction of the Town and will ensure that these temporary locations are indicated on the appropriate servicing plans;
- b) Work with Canada Post and the Town to determine the final location of the permanent Centralized Mail Facility/Community Mailboxes and to ensure that they are properly identified on all appropriate maps and plans;
- c) Provide an appropriately sized sidewalk section (concrete pad) where applicable, to Canada Post and the Town specifications, any required walkways across the boulevard, and any required curb cuts for wheelchair access for the placement of the permanent Community Mailbox locations and include said requirements on the appropriate plans/maps;
- d) Provide Canada Post with notice at least ninety (90) days prior to first occupancy of any building or unit;
- e) Provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin;
- f) Notify purchasers of the exact Community Mailbox locations including any established easements granted to Canada Post to permit access to the Community Mailbox location prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners do a sign off acknowledgement and acceptance;
- g) Provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - Any required walkway across the boulevard, per municipal standards
  - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
  - A Community Mailbox concrete base pad per Canada Post specifications.
- h) Provide two copies of the above ground utility coordination plan to Canada Post.

### **13.6 Parkland and Parkland Improvements**

The Developer agrees to provide for a cash-in-lieu of parkland for park or other public recreational purposes in satisfaction of the parkland dedication requirement pursuant to Sec. 42 and/or Sec. 51.1 of the *Planning Act*, R.S.O. 1990 c.P.13.

### **13.7 Vegetation, Landscaping, Buffering and Fencing**

(a) Vegetation:

The Developer must preserve all healthy trees within the limits of the subdivision, as identified in the Landscaping Plans. No trees whether on the road allowance, the buffer area, or on the individual lots, shall be removed without the written permission of the Town.

The Developer shall plant three trees per single detached lot consisting of a combination

of hardwood trees and evergreen trees, each hardwood tree being 2.5 metres or taller and each softwood (evergreen) tree being 1.5 metres or taller, in accordance with Town Engineering Standards. The Developer shall also plant two trees per row house or multiple unit dwelling, one tree in the front and the other in the rear yard in accordance with the Engineering Standards of the Town. Securities shall be posted to ensure the required plantings. The amount of these securities is identified under Schedule "E" of this Agreement.

The Developer shall maintain existing vegetation and shall provide additional vegetation as may be reasonably required by the Town. The parties acknowledge that the Developer has submitted a Landscaping Plan for consideration and approval. The Developer agrees to provide landscaping in accordance with Landscaping Plan, together with supplemental plantings as may be reasonably required by the Town.

Where a building lot backs onto a treed open space or environmental protection zone area, a minimum of one tree may be provided in the front yard in order to fulfill the requirements of this subsection.

The Developer shall provide written certification from a Landscape Architect confirming that the planted trees are consistent with the Accepted for Construction Drawings and are in good health. The Developer shall provide warranty for the trees for a minimum of two years following certification from the Landscape Architect and a satisfactory review by the Town.

(b) Landscaping Plans:

The Developer shall provide Landscape Plans to the satisfaction of the Town which plans are to be prepared by a qualified landscape architect in good standing with the Association of Landscape Architects (OALA) and shall include the following:

1. Lot, block and street name planting and/or buffer landscaping in accordance with the standards and requirements of the Town;
2. Fencing in accordance with the standards and requirements of the Towns in locations as may be required by the Town; and
3. Any other landscaping as determined by the Town or other applicable authority.

The Developer shall provide all the detailed design and construction of all landscaping at no cost to the Town as identified in the Landscape Plan(s) listed in Schedule "F".

### **13.8 Lighting**

The Developer shall install and maintain such lighting as the Town may reasonably require and in such location as approved by the Town. The Developer shall maintain and repair the Works for the duration of the Maintenance Period to the satisfaction of the Town.

The Developer shall install appropriate street lighting to the satisfaction of the Town.

The Developer shall be responsible for public street light hydro consumption cost payment to Wasaga Distribution Inc. for each phase of the development, until the Town has issued the Certificate of Substantial Completion (Full Services) for that Phase of the Development.

### **13.9 Utility Costs and Charges**

The Developer shall deal directly with Wasaga Distribution Inc. and all other utility companies. The Developer or their consulting engineer shall obtain all approvals and permits and pay all fees and charges directly to such utility companies.

The Developer shall provide to the Town written confirmation that satisfactory

arrangements, financial and otherwise, have been made with any necessary utility companies for any facilities serving this draft Plan of Subdivision.

### **13.10 Movement of Soil, Gravel, or Other Material**

The Developer covenants and agrees that it shall not dump or permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, gravel, aggregate material, topsoil, trees, or shrubs from any Lands within the Plan, other than roads, without the written consent of the Town Engineer.

The Developer further agrees that no topsoil shall be removed from the lots within the subdivision except for construction purposes and that topsoil removed for construction purposes shall be stockpiled during grading operations. As each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to a minimum depth of 150mm and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways, or pavement within the subdivision.

The Developer further agrees that all topsoil must be laboratory tested and include a letter from the Geotechnical Consultant confirming that the topsoil is suitable for turf growth. The testing shall confirm that the topsoil does not contain pesticides or industrial contaminants and provides recommendations for fertilization, all to the satisfaction of the Town of Wasaga Beach.

The Developer agrees that the movement of fill on the site will be limited to the excavation and infilling of materials as described in Schedule 'K' of this Agreement.

### **13.11 Damage to Existing Plant**

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in relocation of existing services such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles, and pedestals etc., which may be necessary because of the development of the subdivision.

### **13.12 Lands and Land Interests including Easements for Municipal Purposes**

The Developer agrees to transfer to the satisfaction of the Town the land and interests in land including easements as more particularly listed in Schedule "D" to the respective transferees as noted free and clear of encumbrances.

The deeds for the lands or interest in lands are to be approved by the Town Solicitor and thereafter forthwith registered and deposited with the Clerk of the Town.

The cost for preparation and registration of the deeds, as noted in Schedule 'D', shall be paid by the Developer.

### **13.13 Storm Water Management Report**

The final storm water management report prepared by R.J. Burnside & Associates Limited as listed in Schedule "F" shall apply.

The Developer agrees that all sediment and erosion control measures will be in place prior to any site alteration.

### **13.14 Placement of Survey Bars**

Prior to the final acceptance of the subdivision by the Town, the Developer agrees to supply a current certificate from an Ontario Land Surveyor certifying that, after the completion of the subdivision work, the surveyor has found or replaced all survey monuments and iron bars as shown on the registered Plan and any neighbouring Lands

disturbed by the construction for the Plan.

### **13.15 Vacant Lands**

The Developer agrees that all vacant Lands shall be kept clear of weeds and noxious plants and shall be maintained in accordance with the standards determined by the Town.

The Developer agrees that all vacant lots/blocks within each development phase shall be rough graded such that best efforts are taken to ensure there is no standing water and that the vacant lots/blocks maintained in general conformance with the approved comprehensive grading plan. The Developer further agrees to topsoil and seed any rough graded area not proceeding to construction in a timely manner, to the satisfaction of the Town of Wasaga Beach.

The Developer agrees that all disturbed lots or blocks not proceeding to construction within twelve (12) months of registration of the Plan are to be covered in 150 mm of topsoil, hydro-seeded, and maintained to the satisfaction of the Town of Wasaga Beach.

### **13.16 Posting of Registered Plan of Subdivision**

The Developer agrees to ensure the public display of the executed Subdivision Agreement, Registered Plan of Subdivision, together with comprehensive plan of easements, engineering servicing plans and landscaping plans "Accepted for Construction" in all sales offices responsible for the marketing and sales of lots and homes of this development. In addition, the Developer agrees to ensure the display of the Plan in all model homes.

The Developer agrees that prior to offering any of the residential lots for purchase, to place a "Display Map" in a prominent location in the sales office in a place visible to the public which indicates the accepted location of tree protection areas, drainage easements, stormwater management facilities, landscaping features, buffer areas and surrounding land uses. The Developer shall also agree to keep "Accepted for Construction" drawings in the sales office which show easements, hydrants, utilities, lighting, lot grading, and landscaping features. If, either in addition to a physical sales office or instead of a physical sales office, the Developer intends to make information regarding the development available to the public through online means (i.e., an online website), the Developer shall ensure that all materials required to be displayed or available for viewing are posted and accessible in a prominent location within the online website.

### **13.17 Model Homes**

Subject to a Model Home Agreement being entered into, together with posting of required securities, the Developer shall be entitled to building permits to construct model homes at locations as identified in Schedule "L" attached hereto. The model homes shall not be occupied for residential purposes except in accordance with Section 7 of this Agreement. The registered Plan of Subdivision, together with plans of easement, must be clearly posted for public display and information of perspective purchasers in all model homes.

### **13.18 Nottawasaga Valley Conservation Authority**

The Developer agrees:

- a) That prior to final approval, the following shall be prepared to the satisfaction of the Town and the Nottawasaga Valley Conservation Authority ("**NVCA**"):
  - 1) A detailed Stormwater Management Report;
  - 2) A detailed Erosion and Sediment Control Plan;
  - 3) A detailed Grading Plan;
  - 4) A Geotechnical Report for the Stormwater Management Facilities; and

5) Scalable drawing which illustrates the following:

- i. The wetlands buffer;
  - ii. A 30 metre minimum buffer to wetlands;
  - iii. Woodland boundaries (measured from dripline);
  - iv. The 10 metre recommended buffer width to Significant Woodlands;
  - v. The floodplain limit plus 6 metres access allowance;
  - vi. Marl Lake plus 30 metre setback; and
  - vii. The proposed lot fabric, including general dewatering infrastructure, and stormwater management pond outlet.
- b) The Developer agrees to carry out or cause to be carried out the recommendations and measures contained within the plans and report set out above in consultation with the NVCA and to the satisfaction of the Town.
- c) To ensure that any stormwater management facilities and erosion and sediment control measures will be in place prior to building permit issuance and any site alteration.
- d) That all major stormwater management facilities must be in place prior to the creation of any impervious areas such as roads and buildings.
- e) To engage a qualified professional to certify in writing that the Works were constructed in accordance with the plans, reports and specifications, as accepted by the Town, NVCA (as applicable) and any other appropriate authority.
- f) That the Developer shall agree in wording acceptable to the Town of Wasaga Beach, in consultation with the Nottawasaga Valley Conservation Authority, to ensure that all sediment and erosion control measures will be in place prior to any site alteration. The agreement must also contain a provision stating that all major stormwater management facilities must be in place prior to the creation of impervious areas such as roads and buildings.
- g) To pay all applicable fees to the Conservation Authority as required in accordance with the NVCA's fee policy, under the *Conservation Authorities Act*.

**13.19 Enbridge Gas Distribution Inc.**

- a) The Developer agrees to install a natural gas distribution system within the Subdivision and to grade the streets to final elevation prior to the installation of the gas lines and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas.
- b) The Developer shall contact Enbridge Gas Distribution's Customer Connections Department by e-mailing [SalesArea50@enbridge.com](mailto:SalesArea50@enbridge.com) for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to, tree planting, Silva cells, and or soil trenches) and/or asphalt paving.
- c) The Developer agrees to be responsible for the costs associated with the relocation of any gas mains as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction.
- d) The Developer shall provide any required easements to Enbridge Gas Distribution at no cost.
- e) The Developer shall contact Enbridge Gas Distribution's Customer Connections Department by e-mailing [SalesArea50@enbridge.com](mailto:SalesArea50@enbridge.com) prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

- f) In the event that a pressure reducing regulator station is required, the Developer shall provide a 3 metre by 3 metre exclusive use location that does not project within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections Department.
- g) The Developer will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections identifying all utility locations prior to the installation of gas piping.

### **13.20 Communication/Telecommunication Facilities**

The Developer agrees that prior to commencing any work within the Plan, the Owner/Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner/Developer is hereby advised that the Owner/Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner/Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner/Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

That the Developer shall grant to the service provider any easement that may be required for communication/telecommunication services in wording satisfactory to the service provider. Easements may be required subject to final servicing approvals. In the event of any conflict with the existing communication/telecommunication facilities or easements, the Owner/Developer shall be responsible for the relocation of such facilities or easements.

### **13.21 School Boards**

- a) The Developer shall include in all Offers of Purchase and Sale, a statement advising prospective purchasers that accommodation within a public school in the community is not guaranteed, and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.
- b) The Developer shall include in all Offers of Purchase and Sale, a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe County District School Board and the Simcoe Muskoka Catholic District School Board may be transported to or be accommodated in temporary facilities out of the neighbourhood school's area. This may include accommodation in portable classrooms or at a "holding" school for an indeterminate period. An attendance area review may be undertaken which would change the attendance area boundaries of neighbourhood schools.
- c) That Developer shall include in all Offers of Purchase and Sale a statement advising prospective purchasers that students may be accommodated in portable classrooms at schools within Wasaga Beach or in neighbouring municipalities and this may result in bus trips greater than 60 minutes and/or riding on more than one bus on a one-way trip.
- d) That the Developer shall agree in the Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that if school buses are required within the development in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up

points will generally be located on the through street at a location as determined by the Simcoe County Student Transportation Consortium.

### **13.22 County of Simcoe**

The Developer shall provide the County of Simcoe with a copy of the proposed final M-Plan and engineered design drawings and site plan, which demonstrates that the design complies with the County of Simcoe's Waste Collection Design Standards, to the satisfaction of the County.

Prior to final approval and registration of this draft Plan of Subdivision, the Developer shall confirm with the County whether or not it is the Developer's intent for the County to provide curbside waste collection services and to make all necessary applications for waste collection services to the County.

The Developer shall provide the County of Simcoe with a copy of the proposed final M-Plan and engineering design drawings, which demonstrates that the design complies with the County of Simcoe's Waste Collection Design Standards, to the satisfaction of the County.

### **13.23 Wasaga Distribution Inc. & Utilities**

That the Developer agrees to enter into a separate Agreement with Wasaga Distribution Inc. for the provision of hydro utility services.

### **13.24 Ministry of Citizenship and Multiculturalism (MCM)**

The Developer agrees that:

- a) Prior to any site alteration and final approval, the Developer shall have carried out a Stage 1 and 2 Archaeological Assessment and any further assessment as may be required with respect to the subject property prepared by a person who holds a license that is effective with respect to the subject land, issued under Part VI (Conservation of Resources of Archaeological Value) of the Ontario Heritage Act. A conservation plan for any archaeological resources identified in the assessment will be required. No grading or other soil disturbances shall take place on the Lands prior to the Ministry of Citizenship and Multiculturalism (MCM) confirming that all archaeological resource concerns have met licensing and resource conservation requirements. A letter confirming the review and/or entering into of the archaeological assessment report into the provincial Register of Archaeological Report by the Ministry of Citizenship and Multiculturalism (MCM) is required prior to final approval.
- b) Prior to any site alteration and final approval, the Ministry of Citizenship and Multiculturalism (MCM) shall confirm in writing to the Approval Authority that the Archaeological Assessment as required in the above Conditions is acceptable and that all archaeological resource concerns meet licensing and resource conservation requirements.

### **13.25 EIS Implementation of Mitigation Measures**

The Developer agrees to implement the "Mitigation Measures" described within the letter prepared by Stephanie Casutt of Azimuth Environmental Services dated October 16, 2018, containing the subject line: "Natural Heritage Review Comments – Environmental Impact Study Marlwood Golf Course, Town of Wasaga Beach, County of Simcoe".

### **13.26 Urban Design Guidelines**

The Developer shall, prior to final approval for registration of the Plan, have prepared and implemented architectural design guidelines to govern the character of residential

structures and commercial structures in a manner acceptable to the Town. The architectural design guidelines shall conform to Urban Design Guidelines of the Town. The Developer agrees to construct all buildings and structures in conformity with the accepted architectural design guidelines approved by the Town for construction of all structures within the Plan.

### **13.27 Encroachments**

The Developer agrees that the Developer shall be responsible for notifying property owners of noted encroachments within the right-of-way and coordinating the removal and/or adjustments to encroachments to the satisfaction of the Town prior to municipal assumption.

### **13.28 Inhibiting Order**

The Developer hereby consents to the registration on the parcel register for Lots and Blocks in the Plan of Subdivision an inhibiting order pursuant to *s. 23 of the Land Titles Act, R.S.O. 1990, c. L-5* requesting the Land Registrar to inhibit any dealings with the Lands set out in the inhibiting order until all transfers of land, easements, discharges, postponements and other documentation required to be registered by the Municipality and the County of Simcoe as set out in the inhibiting order have been completed. The Developer covenants to do nothing that will affect registered title to the Lands until the inhibiting order is registered on title to the Lands immediately following registration of the M-Plan for the Plan of Subdivision. It is further agreed that the Municipality shall request the Land Registrar to delete the inhibiting order from the Lands immediately following confirmation that the documentation to be registered pursuant to the terms of the inhibiting order has been completed.

### **13.29 Miscellaneous Obligations**

Nothing in this Agreement shall relieve the Developer from compliance with any applicable Municipal by-laws and regulations.

Nothing in this Agreement shall relieve the Developer from any other lawfully imposed rates, taxes, levies or charges, now or hereafter imposed by the Town or other government body.

### **13.30 Composite Utility Plan**

The Developer agrees to co-ordinate the preparation of composite utility distribution plans to the satisfaction of all affected authorities and the Town of Wasaga Beach.

### **13.31 Registration of M-Plan**

The Developer agrees that, prior to final approval and registration, a copy of the proposed final M-Plan is to be forwarded to the Town of Wasaga Beach for review and approval for each phase.

### **13.32 Postponement and Subordination**

The Developer hereby covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or other encumbrancers as may be deemed necessary by the Town and its solicitor to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands. The Developer covenants and agrees to obtain, have executed and cause to be registered such further or additional documents or instruments that may be required in order to give effect to this requirement to have mortgagees and encumbrancers provide postponements and subordinations of their respective interest in

the Lands if so requested by the Town and at no cost to the Town.

### **13.33 Execution in Counterparts and by Electronic Means**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and taken together shall constitute one and the same agreement. Counterparts may be executed in either original form or by electronic means, including, without limitation, by facsimile transmission, e-signature and by electronic delivery in portable document format (".pdf") or tagged image file format (".tif") and the parties shall adopt any signatures received by electronic means as original signatures of the parties.

### **14. BINDING AGREEMENT**

**THIS AGREEMENT** shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Execution page continued on next page ....

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the following dates:

By the **TOWN**, as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CORPORATION OF THE TOWN OF WASAGA  
BEACH**

\_\_\_\_\_  
**MAYOR: Brian Smith**

\_\_\_\_\_  
**DEPUTY CLERK: Laura Borland**

By the **DEVELOPER**, as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**T. P. C. at Marlwood Inc.**

Per: \_\_\_\_\_  
Name: Alexander Smardenka - President  
(I have authority to bind the Corporation)

## **SCHEDULE "A"**

This is SCHEDULE "A" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **LEGAL DESCRIPTION OF LANDS**

LOTS 1 TO 9 INCLUSIVE AND BLOCK 10, 11, 12 and 13, PLAN 51M-XXXX, TOWN OF WASAGA BEACH, COUNTY OF SIMCOE

## **SCHEDULE "B"**

This is SCHEDULE "B" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **DRAFT PLAN OF SUBDIVISION**

Schedule "B" to the Subdivision Agreement is the draft approved plan of subdivision for the lands, the size and nature of which does not permit registration. A true copy of the Agreement with a copy of the detailed site plan is lodged with the Clerk of the Town of Wasaga Beach and is available for inspection upon request at the Municipal Office, 30 Lewis Street, WASAGA BEACH, Ontario, L9Z 1A1, during regular business hours.

Draft Plan of Subdivision dated January 14, 2020, prepared by Rudy Mak Surveying Ltd., signed by certified by Rudy Mak on January 14, 2020, and certified by the Owner on January 14, 2020.

## **SCHEDULE "C"**

This is SCHEDULE "C" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **RESTRICTED AREA ZONING AMENDMENT BY-LAW**

Refer to Schedule "C" of Comprehensive Zoning By-law No. 2003-60, as amended, which places the property in the "Residential Type 1 Holding" Zone (R1H).

## **SCHEDULE "D"**

This is SCHEDULE "D" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **DEEDS AND EASEMENTS TO BE REGISTERED TO THE TOWN AND/OR UTILITIES**

All title documents to be exchanged shall:

- (a) Be properly drawn and executed by the parties;
- (b) Show a consideration of \$2.00;
- (c) Be approved by the Town Solicitor prior to provision of same to Town;
- (d) The cost of preparation, execution and registration of such documents shall be a financial responsibility of the Developer.

The following Lands and easements are required:

1. Drainage, Snow Storage & Servicing Easements to the Town

None

2. Utilities:

None

3. LANDS TO BE CONVEYED TO THE TOWN OF WASAGA BEACH:

Block 11, Plan 51M-XX (site triangle)  
Block 12, Plan 51M-XX (site triangle)  
Block 13, Plan 51M-XX (for reserve purposes)

4. MUNICIPAL DRAINAGE EASEMENT OVER PART OF LOT 1 AND OVER ADJACENT LANDS TO THE IMMEDIATE EAST OF LOTS 1 TO 9:

- 1. Municipal easement in gross to be granted over Part of Lot 1, Plan 51M-XX for storm drainage purposes. over adjacent lands to the immediate east of the easterly limit of Lots 1 to 9 as provided in Section 8 of this Agreement.
- 2. Municipal easement in gross to be granted over Part of the South Half of Lot 26, Concession 8 and Part of the Original Road Allowance Between Concessions 7 & 8, Geographic Township of Flos, Town of Wasaga Beach designated as Part 1 on Plan 51R-XXXXX

## SCHEDULE "E"

This is SCHEDULE "E" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc. -

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### DEPOSITS, SECURITIES, DEVELOPMENT CHARGES AND CAPITAL COSTS

#### 1. COSTS:

The following fees, deposits, securities, and capital costs are to be paid to the Town prior to the execution of this Agreement by the Town. In the event that the actual costs incurred by the Town exceed the deposits, such excess shall be invoiced to the Developer and be due and payable 30 days after demand:

- (a) Administrative Fee for Subd. Agrmt. - see Section 2.1 \$ 6,000.00
- (b) For Town legal, administrative, and planning and any other expenses associated with the development as set out in this Agreement. Refer to S.2.1 and S.2.3
- (c) Engineering Review Fee (as per Schedule "M"): \$ 44,233.93
- (d) Development Charges

Refer to Development Charges By-law No. 2021-42 and Section 3.4 of this Agreement to be paid at Building Permit.

#### (e) Capital Items

All capital items are to be paid or secured as set out in Sections 3.4 and 13.26 of this Agreement. Capital contributions are to be provided to the Town for the following works:

- Per "Early Payment and Front Ending Agreement": NIL

#### (f) Cash-in-Lieu of Parkland

The Developer shall pay to the Town, if not already paid, prior to the registration of this Agreement the sum of \$38,500.00 as cash-in-lieu of parkland as provided in the Planning Act.

#### 2. SECURITY DEPOSITS

- (a) SECURITY REQUIREMENTS (per Schedule "G"): **\$ 956,309.64**
- (b) LOT GRADING SECURITY: **\$9,000.00**

## SCHEDULE "F"

This is SCHEDULE "F" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

### LIST OF ENGINEERING AND SERVICING DRAWINGS AND REPORTS

Works to be constructed include the supply and installation of all Municipal roads and services in accordance with the approved engineering standards and the drawings, which have been accepted for construction. The following drawings and reports are either prepared or submitted by the Developer's engineers on behalf of the Developer, which drawings and reports shall form part of the construction drawings referred to in sub-sections 4.1 and 4.2 of this Agreement. They are available for review at the offices of R.J. Burnside & Associated Limited, 6 Ronell Crescent, Collingwood, Ontario L9Y 4J6. A true copy of the Agreement with a copy of the design drawings is lodged with the Clerk's Department of the Town of Wasaga Beach and is available for inspection upon request at the Municipal Office, 30 Lewis Street Wasaga Beach, Ontario, during regular business hours. If revised drawings are prepared or submitted by the Developer's engineers which are accepted and approved by the Town, they shall be deemed to form part of the construction drawings.

#### Engineering Plans

Prepared by R.J. Burnside & Associates Limited and stamped "Accepted for Construction" on date May 1, 2025.

Drawing Title	DWG.	Original Date	Revision Date (and no.)
Cover Page	C000	2023/08/08	2025/04/25 (5)
General Services Plan	C101	2023/08/08	2025/04/25 (5)
Grading Plan	C201	2023/08/08	2025/04/25 (5)
Storm Drainage Area Plan	C301	2023/08/08	2025/04/25 (5)
Stormwater Management Plan	C601	2023/08/08	2025/04/25 (5)
Erosion and Sediment Control Plan	C901	2023/08/08	2025/04/25 (5)

#### Landscape Plans

Prepared by Landmark Environmental Group Limited and stamped "Accepted for Construction" on date April 30, 2025.

Drawing Title	DWG.	Original Date	Revision Date (and no.)
Landscape Plan	L-01	2025/03/20	2025/04/25 (5)
Landscape Plan	L-02	2025/03/20	2025/04/25 (5)
Landscape Details	L-03	2025/03/20	2025/04/25 (5)
Landscape Details	L-04	2025/03/20	2025/04/25 (5)

Notwithstanding the foregoing, the Developer covenants and agrees that it will design and construct the Works in accordance with the Town's Engineering Design Standards and Specifications in effect at the time of the approval of its drawings, or in accordance with such standards and specifications adopted by the Town prior to construction of any

portion of the works. The parties acknowledge that while the Town has reviewed the above drawings, the Developer at all times remains responsible for ensuring the accuracy of the drawings and that the construction of the Works will meet the standards and specifications of the Town. This provision will apply to any additional, supplementary or amended drawings prepared in connection with the Works.

#### LIST OF SUPPORTING INFORMATION AND REPORTS

##### *By Azimuth Environmental Consulting Inc.*

- Environmental Impact Study, dated January 2024
- Arborist Report, dated February 2024

##### *By WSP Canada Inc.*

- A Preliminary Geotechnical Investigation for 31 Marlwood Avenue, dated January 2020

##### *By R.J. Burnside & Associates Ltd.*

- Functional Servicing Report, revision 5, dated October 2022
- SWM Technical Brief, dated October 2024
- Securities Estimate, dated March 2025

**SCHEDULE "G"**

This is SCHEDULE "G" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

**ITEMIZED ESTIMATED COSTS OF CONSTRUCTION**

**PART A – ENGINEERING WORKS**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>1</b>	<b><u>SITE PREPARATION AND REMOVALS</u></b>				
1.01	Site Preparation, Mobilization, Demobilization	1	l.s	\$ 6,000.00	\$ 6,000.00
1.02	Supply, Erect, and Maintain Traffic Plan, Signage and Controls	1	l.s	\$ 7,000.00	\$ 7,000.00
1.03	Supply, install, and maintain Silt Fence as per Town Standard Drawing No. 16	350	m(l)	\$ 20.00	\$ 7,000.00
1.04	Construct Temporary Fibre Roll Flow Check Dams as per OPSD 219.191	8	ea.	\$ 500.00	\$ 4,000.00
1.05	Tree Clearing, Site Grubbing Incl. Disposal	11000	sq.m	\$ 20.00	\$ 220,000.00
1.06	Topsoil Stripping, Incl. onsite dust control Stockpile - Within Phase Limits	1800	cu.m	\$ 15.00	\$ 27,000.00
1.07	Cut/Fill Within Construction Limits Incl. on-site Dust Control	1800	cu.m	\$ 30.00	\$ 54,000.00
1.08	Excavate Ditches and Stormwater Management Swale Incl. on-site Dust Control	620	cu.m	\$ 30.00	\$ 18,600.00
1.09	Regrade Existing Municipal Ditch				
a)	150mm Topsoil	1130	sq.m	\$ 12.00	\$ 13,560.00
b)	25mm Nursery Sod	1130	sq.m	\$ 8.00	\$ 9,040.00
				<b>Sub-Total</b>	<b>\$ 366,200.00</b>
<b>2</b>	<b><u>STORM DRAINAGE &amp; APPURTENANCES</u></b>				
2.01	Supply and Place HDPE Culvert Incl. excavation, bedding, cover, and compaction 400mm	64	m	\$ 450.00	\$ 28,800.00
2.02	Supply and Install Roof Leader Soakaway Pits as per Town Standard Drawing No. 11	9	ea.	\$ 5,000.00	\$ 45,000.00
2.03	Install Stormwater Management Swale c/w Infiltration Gallery				

	300mm Topsoil and Vegetation as per Landscape Design				
a)	300mm Topsoil & Sod	2006	sq.m	\$ 18.00	\$ 36,108.00
b)	Coniferous Trees	16	units	\$ 350.00	\$ 5,600.00
c)	Shrubs	66	units	\$ 45.00	\$ 2,970.00
<b>2.04</b>	Supply and Install Permanent Rock Check Flow Dam as per OPSD 219.210	1	ea.	\$ 500.00	\$ 500.00
				<b>Sub-Total</b>	<b>\$ 118,978.00</b>
<b>3</b>	<b><u>SANITARY SEWER &amp; APPURTENANCES</u></b>				
<b>3.01</b>	Supply and Install Sanitary Services 1.5m Beyond Streetline Incl. excavation, connections, restoration, bedding, backfill, compaction, clean out, risers, and wooden markers (2x4 min. 2 ft tall) Single - long	9	ea.	\$ 8,000.00	\$ 72,000.00
<b>3.02</b>	Flushing, Mandrel, and CCTV at Preliminary Acceptance After Base Asphalt (2 Passes) Incl. report to Engineer within 5 days of completion Sanitary Main Services	180	m	\$ 12.00	\$ 2,160.00
				<b>Sub-Total</b>	<b>\$ 74,160.00</b>
<b>4</b>	<b><u>WATER DISTRIBUTION SYSTEM &amp; APPURTENANCES</u></b>				
<b>4.01</b>	Supply and Install 25mm Dia. Water Service Incl. Frost Collar 1.5m Beyond Street line Incl. excavation, restoration, connections, curbstop, bedding, backfill, compaction, risers, and wooden markers (2x4, min 2ft tall) Long	9	ea.	\$ 4,000.00	\$ 36,000.00
				<b>Sub-Total</b>	<b>\$ 36,000.00</b>
<b>5</b>	<b><u>Roads &amp; Boulevard Construction</u></b>				
<b>5.01</b>	Saw Cut Service Trenches Golf Course Road	9	ea.	\$ 1,000.00	\$ 9,000.00
<b>5.02</b>	Supply, Place, and Compact Road Granular in Service Trenches Golf Course Road				
a)	400mm min. depth of Gran B Type II 50mm Crusher Run Limestone	350	sq.m	\$ 20.00	\$ 7,000.00
b)	200mm min. depth of Gran A 19mm Crusher Run Limestone	350	sq.m	\$ 10.00	\$ 3,500.00
<b>5.03</b>	Supply, Place, and Compact Driveway Granular				
a)	200mm min. depth of Gran A 19mm Crusher Run Limestone	400	sq.m	\$ 10.00	\$ 4,000.00
b)	HL8 Base Asphalt, min. 50mm Compacted Depth	400	sq.m	\$ 16.50	\$ 6,600.00
c)	HL3 Surface Asphalt, min. 50mm Compacted Depth	1550	sq.m	\$ 20.00	\$ 31,000.00

<b>5.04</b>	Supply, Place, and Compact HL8 Base Asphalt, min. 90mm Compacted Depth in Service Trenches Golf Course Road	350	sq.m	<u>\$ 17.50</u>	\$ 6,125.00
<b>5.05</b>	Grind 50mm Surface Asphalt to Repaving Limit	1550	sq.m	<u>\$ 9.50</u>	\$ 14,725.00
<b>5.06</b>	Adjust Frame & Grates to Finished Grade Golf Course Road MH's	1	ea.	<u>\$ 500.00</u>	\$ 500.00
<b>5.07</b>	Grind Match Joint	105	sq.m	<u>\$ 25.00</u>	\$ 2,625.00
<b>5.08</b>	Sweep and Tack Coat of Base Surface, Incl. Power Sweeping Golf Course Road	1528.197	sq.m	<u>\$ 0.50</u>	\$ 764.10
<b>5.09</b>	Supply, Place, and Compact HL3 Surface Asphalt, min. 50mm Compacted Depth Golf Course Road	1550	sq.m	<u>\$ 22.50</u>	\$ 34,875.00
<b>5.10</b>	Remove existing speed table and supply and install in new location Speed Table	1	ea.	<u>\$ 2,000.00</u>	\$ 2,000.00
<b>5.11</b>	Top Asphalt Road Markings Golf Course Road Painted Lines - 100mm Wide Lines (Solid)	180	m	<u>\$ 9.30</u>	\$ 1,674.00
				<b>Sub-Total</b>	<b>\$ 124388.10</b>
<b>TOTAL - Civil Works</b>					<b>\$ 719,726.1</b>
<b>Subtotal Engineering</b>			<u>\$719,726.10</u>	<b>x 100% =</b>	<b>\$ 719,726.10</b>
 <b><u>PART B – LANDSCAPING WORKS</u></b>					
	Deciduous Trees	17	units	<u>\$ 550.00</u>	\$ 9,350.00
	Coniferous Trees	10	units	<u>\$ 350.00</u>	\$ 3,500.00
	Supply and place sod	565	sq.m	<u>\$ 6.00</u>	\$ 3,390.00
	Chain-link Fencing	300	lm	<u>\$ 100.00</u>	\$ 30,000.00
	Boulevard Topsoil and Finish Grading (150mm depth)	565	sq.m	<u>\$ 6.00</u>	\$ 3,390.00
<b>TOTAL - Landscaping Works</b>					<b>\$ 49,630.00</b>
<b>Subtotal Landscaping</b>			<u>\$ 49,630.00</u>	<b>x 100% =</b>	<b>\$ 49,630.00</b>
<b>Subtotal Securities (Landscaping and Civil Works)</b>					<b>\$ 769,356.10</b>
<b>Engineering/Administration @ 5%</b>					<b>\$ 38,467.81</b>
<b>Contingency @ 5% (for all works outlined above)</b>					<b>\$ 38,467.81</b>
<b>Subtotal</b>					<b>\$ 846,291.72</b>
<b>HST @ 13%</b>					<b>\$ 110,017.92</b>

<b>TOTAL CONSTRUCTION SECURITIES REQUIRED</b>	<b><u>\$ 956,309.64</u></b>
<b>TAL SECURITIES PROVIDED (pursuant to a Site Preparation Agreement)</b>	<b><u>\$ Nil</u></b>
<b>Total Lot Grading securities required (\$1k per lot to a maximum of \$50k)</b>	<b><u>\$ 9,000.00</u></b>
<b>TOTAL ADDITIONAL SECURITIES REQUIRED (upon execution of Subdivision Agreement)</b>	<b><u>\$ 965,309.64</u></b>

**COST ESTIMATE PREPARED BY R.J. BURNSIDE & ASSOCIATES LIMITED,  
DATED MARCH 24, 2025**

**SCHEDULE "H"**

This is SCHEDULE "H" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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**SCOPE AND STAGING OF DEVELOPMENT**

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## **SCHEDULE "I"**

This is SCHEDULE "I" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **ENGINEERING STANDARDS**

Schedule "I" to the Agreement is the Engineering Standards as revised April 2021, the length of which does not readily permit registration. A true copy of the Engineering Standards is lodged with the Clerk of the Municipal Office, 30 Lewis Street, WASAGA BEACH, Ontario, L9Z 1A1, during regular business hours.

## **SCHEDULE "J"**

This is SCHEDULE "J" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### **ELECTRICAL PLANT**

The complete hydro-electric distribution system is to be installed in accordance with the terms and conditions of the Wasaga Distribution Inc. under a separate agreement with that Commission.

**SCHEDULE "K"**

This is SCHEDULE "L" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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**MODEL HOMES**

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**SCHEDULE "L"**

This is SCHEDULE "M" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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**ENGINEERING REVIEW FEE SUMMARY**

**Estimated Construction Cost:** **\$ (\$956,309.64 HST)**  
(Provided by Developer's Engineer – Schedule "G")  
**A = Estimated Construction Cost** (including 10% administration/contingencies and HST)

**Total Engineering Design & Construction Review Fee \$ (incl. HST) \$43,033.93**  
(Based on (4%, 4.5%, or 5%) of the Estimated Construction Cost)  
**B = 4.5% x A**

**Amount "deemed paid" by the Developer** **\$0.00 (incl. HST)**  
(To be credited for Site Plan applications that already have Stage 1 Approvals)  
**C = 5% x B** (10% of the pre-construction review fee)

**First submission lump sum fee previously paid** **\$0.00 (incl. HST)**  
(Determined by Town Engineer and paid by Developer – estimated 25% of total fee)  
**D = (Amount previously paid by Developer)**

**"Accepted for Construction" lump sum fee previously paid** **\$0.00 (incl. HST)**  
(Based on Estimated Construction Cost prior to acceptance of drawings)  
**E = 25% x B**

**Detailed design submissions after the third design submission \$1,200 (incl. HST)**  
(Paid by developer prior to review and comment of each submission following the third)  
**F = 1 x \$1,200**

**Stage 3 - Construction Review Fee Estimate** **\$44,233.93 (incl. HST)**  
(Based on Remaining fee outstanding)  
**G = B - C - D - E + F**  
**(To be provided at execution of this Agreement)**

## SCHEDULE "M"

This is SCHEDULE "N" to the SUBDIVISION AGREEMENT between the CORPORATION OF THE TOWN OF WASAGA BEACH and T.P.C at Marlwood Inc.

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### NOTICE AND WARNING CLAUSES:

The Developer shall cause the following notice and warning clauses to be included in offers of purchase and sale or lease for all lots/blocks to be sold in the subdivision:

a) Notice and Warning Clauses for All Lots or Blocks

The Developer agrees to include the following notice and warning clauses in all agreements of purchase and sale of all lots or blocks to be sold in the subdivision:

- i. *"Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet Town lot grading criteria in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions."*
- ii. *"Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings."*
- iii. *"Purchasers and/or tenants are advised that the Town does not hold any deposits on account of grading requirements or damage to infrastructure on behalf of purchasers and/or tenants. The Municipality holds security from the Developer to enforce such obligations directly with the Developer and has no authority to release funds to the purchasers and/or tenants."*
- iv. *"Purchasers are advised that lots abutting golf course lands may have drainage features such as but not limited to soak-away pits etc."*

b) Notice and Warning Clauses for Lots/Blocks Abutting Stormwater Management Area and/or Open Space or Woodlot

The Developer agrees to include the following notice and warning clause in all agreements of purchase and sale for each of the above-noted lots or blocks to be sold in the subdivision:

- i. *"Purchasers and/or tenants are advised that the adjacent open space may be left in a naturally vegetated condition and receive minimal maintenance."*

c) Notice and Warning Clauses for Lots/Blocks Abutting a Park Block, Open Space Block or Environmental Protection Block

- i. *"Purchasers and/or tenants are advised that the lot abuts an open space block containing active and/or passive recreational uses and that noise and lighting should be expected as a result of those uses."*

d) Driveway Aprons and Landscaping Improvements

The Developer shall include in all Offers of Purchase and Sale a clause advising the prospective purchasers that landscaping improvements adjacent to the driveway (i.e. driveway curbing/edging) must be flush with the driveway surface and back of curb to a minimum of 1.5 metres beyond the edge of roadway curb line. Where sidewalk exists along the frontage of the dwelling, driveway edging must be flush with the driveway surface for a minimum 0.5 metre beyond the back of sidewalk.

e) School Boards – Notice and Warning Clauses

The Developer agrees to include the following notices and warning clauses in all agreements of purchase and sale of all lots or blocks to be sold in the subdivision:

- i. *“Purchasers are advised that pupil from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to or be accommodated in temporary facilities out of the neighbourhood school’s area. This may include accommodation in portable classrooms or at a “holding” school with Wasaga Beach or in neighboring municipalities and this may result in bus trips greater than 60 minutes and/or riding more than one bus on a one-way trip. The accommodation may last for an indeterminate period. An attendance area review may be undertaken, which would change the attendance area boundaries of neighbourhood schools.”*
- ii. *“Purchasers are advised that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a “holding school”) or in an alternate school within or outside of the community”*
- iii. *“Purchasers are advised that, if school buses are required within the development in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Simcoe County Student Transportation Consortium.*

#### Canada Post

The Developer agrees to include in all agreements of purchase and sale of all lots or blocks to be sold in the subdivision advising prospective purchasers that Canada Post will provide mail delivery service through centralized delivery via Community Mail Boxes within the development.