



SUBDIVISION AGREEMENT

(Phase 1)

THE CORPORATION OF
THE TOWNSHIP OF CHAMPLAIN

AND

9167-5637 QUEBEC INC.

December 5 2022

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This Agreement is made

BETWEEN:

9167-5637 QUEBEC INC
121 EULALIE-DUROCHER STREET
SAINT BRUNO QC
J3V 6H4

Hereinafter called the "Owner"

OF THE FIRST PART

AND

THE CORPORATION OF TOWNSHIP OF CHAMPLAIN
948 PLEASANT CORNER ROAD EAST
VANKLEEK HILL, ONTARIO
K0B 1R0

Hereinafter called the "Township"

OF THE SECOND PART

WHEREAS *The Planning Act*, Chapter P. 13, R.S.O. 1990, authorizes a municipality to enter into an Agreement imposed as a condition of approval of a plan of subdivision;

AND WHEREAS 9167-5637 QUEBEC INC is the registered Owner in fee simple of the land described in Schedule "A" attached hereto and shown in heavy outline on the Plan of Survey attached hereto as Schedule "B", free from encumbrances except as hereinafter set forth and the Owner proposes to subdivide the land by means of a Registered Plan of Subdivision creating Lots and Blocks;

AND WHEREAS the United Counties of Prescott and Russell approved on June 20th, 2022 a Draft Plan of Subdivision extension to September 20, 2027. The Township has recommended approval of Phase 1 of the plan of subdivision on the condition that the Owner enter into this Agreement and perform such requirements, construct and install such services, and provide such financial undertakings and such dedications or easements of lands to the Township and others as may be required therein;

AND WHEREAS the Owner and the Township have agreed to certain matters hereinafter expressed relating to the planning and development of Lots and Blocks on the condition that the Owner enter into this Agreement and perform such requirements, construct and install such services, and provide such financial undertakings and such dedications or easements of lands to the Township and others as may be required therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Township approving of the said proposed Phase 1 to the plan of subdivision, the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

1. DEFINITIONS

Unless the context otherwise requires, where used herein:

- a) “COMPOSITE UTILITIES PLAN” means a composite technical plan incorporating all the final Utility Plans approved by the Township Engineer;
- b) “COUNCIL” means the Council of the Corporation of the Township of Champlain;
- c) “FINAL ACCEPTANCE” means the date on which Council by by-law finally accepts all works and other matters which are to be done, constructed, installed, supplied or performed by the Owner pursuant to this Agreement and the Township thereby assumes ownership of the Works;
- d) “MAINTAIN” includes repair, replace or reinstate;
- e) “OWNER OR OWNERS” includes the Owner or Owners, their heirs, executors, administrators, successors and assigns and agents thereof or contractor, or subcontractor carrying out the works for or on behalf of the Owner or Owners;
- f) “OWNER’S ENGINEER” means the engineer appointed by the Owner pursuant to Section 8 of this Agreement;
- g) “PRELIMINARY ACCEPTANCE” means the date on which the Township Engineer issues a Certificate of Preliminary Acceptance for all Roads to be completed within the applicable Phase of the Subdivision, in accordance with paragraph 43 of this Agreement;
- h) “ROADS” shall mean those public roads or any part or parts thereof, any day lighting triangles and any areas of road widening shown or laid out on the plan of subdivision. The use of “Street” or “Public Highway” shall be synonymous with “Road”.
- i) “SUBDIVISION” means the land described in Schedule “A” and outlined on the Plan attached as Schedule “B” hereto;
- j) “TOWNSHIP” means the Corporation of the Township of Champlain including its successors and assigns and its officers, employees, agents and contractors or the geographic area as the context requires;
- k) “TOWNSHIP ENGINEER” means the Engineer designated by the Council of the Corporation of the Township of Champlain for the time being such other person or persons designated by him and who shall be registered by the Ontario Association of Professional Engineers;
- l) “TOWNSHIP SOLICITOR” means the Solicitor for the Corporation of the Township of Champlain for the time being or such other person or persons designated by him;
- m) “TOWNSHIP TREASURER” means the treasurer of the Corporation of the Township of Champlain for the time being or such other person or persons designated by him;
- n) “UTILITY PLAN” means a technical plan showing the design and location of all installations associated with a particular utility service upon the Lands;
- o) “WORKS” means the whole works, materials, matters and things required by this Agreement to be supplied, preformed or constructed.

2. SCHEDULES

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

- “A” Description of the lands to which this Agreement applies
- “B” Plan of subdivision
- “C” Time schedule of works
- “D” Works to be provided by the Owner
- “E” Plans, Specifications and Drawings
- “F” Drainage Report and Specifications
- “G” Grade Control Plan
- “H” New Street Plan and Profile
- “I” Specifications for tree planting
- “J” Easements- Plan and Land dedications
- “K” Estimated cost of the works
- “L” Maintenance of work and Conservation measures
- “M” Winter works
- “N” Financial obligations
- “O” Street names and traffic signs location

“P” Conditions of Draft approval
“Q” Hydrogeological report
“R” Phasing of development
“S” Walkways, sidewalks and fencing details
“T” Streetlights and Hydro installation
“U” Storm Water Management Report
“V” Geotechnical Report
“W” Draft Plan of Subdivision
“X” Restrictive Covenants
“Y” Notice and Warning Clauses
“Z” Canada Post

3. LANDS

The lands to which this Agreement applies are the lands described in Schedule “A” annexed hereto and shown on the Plan of Subdivision annexed hereto as Schedule “B”.

4. TIME FOR DEVELOPMENT OF SUBDIVISION

The Owner acknowledges that he shall, subject to the provisions of this Agreement develop and make available for construction the lots described in Schedule “A” all within those time limits set out in Schedule “C”.

5. SCOPE OF WORKS

The Owner shall construct and install all of the Works more particularly set out in Schedule “D” in compliance with the time schedule set out in Schedule “C” hereto. The Works shall be completed at the sole expense of the Owner and in a good and workmanlike manner satisfactory to the Township Engineer.

6. PROSECUTION OF WORKS

a) If, in the opinion of the Township Engineer, the Owner is not prosecuting or causing to be prosecuted the Works required in connection with this Agreement within the specified time, or is improperly performing the Works, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the same so that the conditions of this Agreement are being disregarded, or carelessly executed, or executed in bad faith, or should the Owner neglect or fail to repair or again perform such Works as may be rejected by the Township Engineer as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner which in the opinion of the Township Engineer, constitutes a default in the performance of any of the terms of this Agreement, then in any such case the Township Engineer shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified within seven (7) clear days after such notice (to extend this period, a work schedule may be submitted and accepted by the Township Engineer), in that case the Township Engineer with the approval of Council shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost of the Owner or surety or both. In cases of emergency, such work may be done without notice and without the prior approval of Council: the Township Engineer shall in his absolute discretion determine if such an emergency exists.

The cost of such work shall be calculated by the Township Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of 20% of the labour and material value, and further, a fee of 30% for the value of the dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this article is a consideration without which the Township would not have executed this Agreement. Nothing in this article shall require the Township Engineer or Council to carry out work or maintenance whatsoever.

b) All of the Works shall be installed strictly in accordance with the specifications approved by Township Engineer and as provided in this Agreement.

7. OWNER TO FURNISH PLANS, SPECIFICATIONS AND DRAWINGS

- a) The Owner shall prepare and furnish at his own cost, all plans, specifications, calculations, contours or other information pertaining to the Works which may be required by the Township Engineer and shall also prepare and submit to the Township Engineer, estimates of the costs of the Works together with one copy of each contract document if required.
- b) The Owner shall submit any proposed changes to any of the documents referred to in subsection 7 a) or any other documents requiring the approval of the Township or its designated officials to the Township or the Township Engineer as required for their approval prior to making any such change.
- c) The Owner shall be responsible for the design and supervision of construction of the Works in the subdivision and all Works shall be subject to the approval of the Township Engineer.
- d) The Owner shall employ competent engineers registered by the Association of Professional Engineers of Ontario, for the labour described in paragraph 7 a) and paragraph 7 b) hereto, and for the labour in Schedule "E", to provide all the Works as may be required by this Agreement.
- e) The Township may in its absolute discretion, on advice of the Township Engineer permit the Owner to dispense with any of the requirements of this article.

8. ENGINEERING SERVICES

- a) The Owner shall retain a professional Engineer, or firm of Professional Engineers, registered by and in good standing with the Association of Professional Engineers of Ontario (possessing a current Certificate of Authorization issued by the said Association) and herein called the "Owner's Engineer", for those purposes set out in Schedule "E" hereto and for any other purposes required by this Agreement. The Owner agrees to continue to retain the services of a Professional Engineer until the Works provided for in this Agreement have been completed and accepted by the Township.
- b) The Owner shall have competent engineering personnel on site during the period of construction to supervise and lay out the Works.

9. NO CONTRACTS TO BE AWARDED

No contract shall be awarded and no Works commenced, subsequent to the execution and registration of this Agreement, without the prior written approval of the Township Engineer.

10. COPIES OF CONSTRUCTION CONTRACTS

The Owner agrees to submit to the Township Engineer immediately if requested, copies of all proposed and executed contracts relating to the construction of the Works. The Owner further agrees that he shall maintain on the construction site at all times, copies of all plans, sketches, Agreements and contracts required by this Agreement and any plans, sketches, Agreements and contracts relating to the Subdivision and lands being subdivided.

11. COMPLIANCE WITH SPECIFICATIONS

It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Township Engineer does not relieve the Owner of its obligations to construct all Works and services strictly in accordance with:

- a) Standard engineering requirements;

b) Township standards, where applicable;

c) All other specifications (or the standards and specifications) of such other Municipal, County, Provincial or Federal authority as may be applicable from time to time.

12. INSPECTION AND STOP OF WORKS

The Township Engineer shall have the right, at all times, to inspect the installation of the Works. If at any time, the Township Engineer is of the opinion that the Works are not being carried out in accordance with the approved plans and specifications or in accordance with good engineering practice or the provisions of this Agreement are not being complied with, he may stop all or any part of such Works until it has been placed in a satisfactory condition. The Township Engineer when acting pursuant to this article shall forthwith advise the Owner's Engineer of his order and the Owner's Engineer shall forthwith advise the Owner of his order and the Owner shall forthwith remedy such defect or matter to the satisfaction of the Township Engineer.

13. TESTING

a) The Township Engineer may require that such qualitative or quantitative tests as he deems necessary be made of any materials which have been or are proposed to be used in construction of any of the Works required by this Agreement.

b) The Owner shall furnish all such soil tests as may be required by the Township Engineer within the Subdivision or outside the Subdivision as may be required by the said Township Engineer within such time as is required by the said Township Engineer.

c) The costs of all such tests shall be paid by the Owner within 30 days of the account being rendered by the Township, provided that none of the requirements of this article or of this Agreement shall relieve the Owner of his responsibility to carry out any tests required by good engineering practice. The Township reserves the right to accept or refuse the consultant to be retained by the Owner for the required tests.

14. DRAINAGE AND GRADE CONTROL

1. Drainage Works & Grading

a) Such Works shall include the construction of swales to service the Subdivision as provided for in the Drainage Report set out in Schedule "F".

b) Such Works shall be constructed according to plans approved by the Township Engineer and before this Agreement is executed and before commencing construction of any of the Works, the Owner shall have submitted to the Township Engineer, for his approval, a Grade Control Plan, set out in Schedule "G".

The Grade Control Plan may be amended from time to time by the Owner upon receiving written approval from the Township Engineer.

c) The Owner, for itself, its successors and assigns undertakes and agrees that within two (2) years of the date of the execution of this Agreement, all lots and upon which construction has not been commenced will be filled and roughly graded as necessary to provide positive drainage towards the road or existing drain.

Where rights to the said lots have been sold or otherwise transferred, the Owner covenants and agrees to enforce these provisions by way of a condition in the Agreement of sale or transfer.

2. Non-Interference with Existing Drains

a) The Owner covenants and agrees not to interfere in any way with any existing drain or water course, without the written permission of the Township Engineer. The Owner agrees that the granting of such permission shall not relieve the Owner of his responsibility for any

damage caused by such interference and the Owner will indemnify and save the Township harmless against any claims brought against the Township relating to such damage.

- b) The Owner covenants and agrees that the Deed of Conveyance by the Owner of any lot within the Subdivision shall contain the following provision which provision shall be incorporated in all deeds from the Owner with the express intent that it shall be a covenant running with the lands for the benefit of the lands in the Subdivision as a building scheme:

"For the benefit of all the lands dedicated to the Township and owned by the Township for municipal streets and parks within the Plan of Subdivision, the Purchaser, for himself, his heirs, executors, successors, administrators and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grades without the prior written consent of the Township Engineer of the Township of Champlain further that the Transferee shall maintain any such alterations so approved by the Township Engineer. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage."

In the event that the Township shall be desirous of enforcing the foregoing covenant against any grantee or transferee the Township may take action in the name of and on behalf of the Owner as the circumstances may require.

15. EROSION AND SEDIMENT CONTROL

The Owner shall prepare and submit for approval by the Township and other approving agencies a *Erosion and Sediment Control Plan* which plan shall be included in Schedule "G" to this Agreement. The erosion and sediment control measures specified in the plan may, without limiting the generality of the foregoing, include:

- a) temporary seeding and mulching;
- b) temporary grading measures;
- c) use siltation barriers;
- d) permanent seeding, and mulching; and,
- e) use of rip-rap or other similar methods.

In addition to constructing such measures the Owner shall maintain the Works in proper operating conditions until all construction within the Subdivision has been completed and Final Acceptance is provided.

16. CONSTRUCTION OF ROADS

The Roads to be constructed by the Owner shall be constructed to the satisfaction of the Township Engineer and as specified in Schedule "H" to this Agreement. After approval by the Township of the granular base of any street block and prior to occupying or allowing houses to be occupied, the Owner shall apply a lift of asphalt to negate contamination of the granular road base. Any granular contamination shall be removed prior to the placing of the lift of asphalt.

The Owner shall maintain such roads for a period of at least one year before laying the second lift of asphalt and construction of concrete curbs. The Owner shall apply the second lift of the asphalt and shall construct concrete curbs not sooner than 12 months and once occupancy has been granted for 80% of dwellings.

The Owner shall repair any damages caused to any road allowance, as a result of the Subdivision development, and shall pay any cost involved in the relocation of existing services such as hydrants, telephone poles, etc., which may be necessary by reason of development of the Subdivision.

17. INSTALLATION OF WORKS IN ROADS

No services shall be installed in any road or section thereof until written approval by the Township Engineer and no pavement of any street or section thereof shall be commenced until all underground works have been installed which plan shall be included in Schedule "H" to this Agreement.

18. PROSECUTION OF WORKS NOT SATISFACTORY

If, in the opinion of the Township Engineer the Owner is not prosecuting the Works in accordance with the articles 19 and 20 below, the Township Engineer shall notify the Owner in writing and if the Owner does not comply with the requirements of the Township Engineer within seven (7) clear days after such notice, then the Township Engineer may cause materials to be purchased and Works carried out at the cost and expense of the Owner or its surety or both pursuant to article 6 of this Agreement.

19. REINSTATEMENT OF EXISTING ROADS

Where Works or activities, such as trucking, are performed on existing Township roads outside the Plan of Subdivision, such roads shall be reinstated to the satisfaction of the Township Engineer.

20. INTERIM GRADING OF VACANT LOTS

The Owner for itself, its successors and assigns, undertakes and agrees that prior to seeking Final Acceptance of Roads within the Subdivision, all abutting lots and open lands upon which construction has not been commenced will be filled, free of debris, dead trees and graded as necessary to provide positive drainage and maintained at the Owner's expense provided, however, that if any lot or open land was used as a staging area or if after the filling and grading of any lot or open land there shall remain exposed any building material or other debris other than native material, the said lot or open space shall be top soiled, seeded and maintained at the Owner's expense. Where the ownership of such lots or open spaces has been transferred to a purchaser or transferee, the Owner covenants and agrees to ensure the enforcement of the requirements of this article by way of the following condition in such Transfer or Agreement of Purchase and Sale:

"For the benefit of all lands within this Plan of Subdivision and including all the lands dedicated to the Township and owned by the Township for municipal streets and parks within this Plan of Subdivision, the purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein or interfere with any drains established on the said lands, except in accordance with established grade control plan without the prior written consent of the Township Engineer of the Township of Champlain. Further, the purchaser agrees to maintain all vacant lots and blocks in the Subdivision in a neat and orderly condition. This maintenance shall include but not be limited to the cutting of grass, the removal of noxious weeds and refuse, all to the satisfaction of the Township."

21. O.L.S. CERTIFICATE

The Owner undertakes and agrees that he will, not earlier than thirty (30) days before "Final Acceptance" of the Roads by the Township, file with the Township Engineer a certificate signed by a registered Ontario Land Surveyor to the effect that such Surveyor has found or replaced and made visible for viewing all standard iron bars or monuments shown on the registered plan of subdivision, and the Township shall not be obliged to accept such Roads as being completed in accordance with this Agreement until such certificate has been filed.

22. OWNER TO ENSURE VISIBILITY OF MONUMENTS AND IRON BARS, ETC.

The Owner covenants and agrees that it will ensure that at all times all surveyor iron bars and monuments are maintained in the areas where they are located in a continuous and visible manner as shall be required by the Township Engineer. The Owner agrees that it shall, if required to do so by the Township or any of its agents, replace the said iron bars or monuments regardless of the cause or reason for the removal thereof.

23. SITE DEVELOPMENT PLAN

The Owner covenants and agrees to develop this Subdivision in accordance with the Plans, Specifications and Drawings contained in Schedule “E”.

24. SODDING

The Developer shall be responsible for laying one hundred (100) mm of top soil and hydroseed on lands designated as parkland and/or as directed in the approved plans for the Stormwater Management Facility included in Schedule “F”.

25. CONSERVATION MEASURES

The Owner covenants and agrees that the conservation measures outlined in all environmental or engineering reports shall be undertaken and completed. Also, the Owner covenants and agrees to respect the conservation measures specified in Schedule “L”.

The Owner shall not commence any work within the plan, including filling, grading or removal of trees and top soil or installing any of the works required by this agreement until all existing trees identified for protection on the approved plan have been secured from the works to be completed.

The Owner is encouraged to plant trees on private property, at its discretion, in accordance with Schedule “I”. Trees shall not be installed within the right-of-way and their location shall be coordinated so as to not conflict with private underground services and/or utilities.

26. INSPECTIONS AND TESTING

The Owner covenants and agrees that any inspection or testing referred to in this Agreement shall be carried out in accordance with the Township of Champlain’s Site Plan & Subdivision Design Guidelines, as amended from time to time, unless instructed otherwise by the Township or the Township Engineer.

27. ZONING AND BUILDING RESTRICTION

The Township shall regulate by By-Laws the zoning of and the Building standards in all residential areas where applicable within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply at all times, including during construction if so directed by the Township, with all relevant Zoning and Building by-laws, nor prevent the Owner from making his objections to Council of the Township or the Ontario Land Tribunal with respect to any proposed Zoning or Rezoning By-Law. In order to demonstrate that all lots on plan of subdivision conform to the Township zoning by-law the Owner shall provide the Township, prior to the issuance of the first building permit, with a certificate under the hand and seal of an Ontario Land Surveyor verifying the frontage and area of all lots on the subject plan of subdivision.

28. SERVICE CONNECTIONS

- a) The Owner shall not commence any work on the construction of sanitary sewers, storm sewers, or water mains until receipt by the Township of the appropriate Environmental Compliance Approvals from the Ministry of the Environment, Conservation and Parks nor shall any work commence on the construction of sanitary services or storm sewers until it has received notice in writing from the Township to do so.

- b) The Owner shall construct and install at its own expense, sanitary sewers, storm sewers, water mains and private services with all required appurtenances on all the roads mentioned in said Schedules “E” and “H” in accordance with the plans and specifications prepared by or caused to be prepared by the Owner, according to the standards set up by the Township; a copy of design and plans shall be submitted to the Township for approval. Following approval of design and plans by the Township, an application will be filed by the Owner to the Ministry of the Environment.
- c) Where the Owner is required under this Agreement to provide and install sanitary, watermain, and/or storm sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved Plans of this Agreement, the Owner shall convey to the Township such 0.3 metre reserves as may be necessary to prevent the owners and developers of adjacent lands from making connection to the said sewers and/or watermain installed by the Owner. Insofar as it legally may, the Township will require other persons connecting to the sewers and/or watermain to pay an equitable share of the cost thereof to the Owner, the amount of which payment shall be determined by the Township Engineer.
- d) The Owner shall at its own expense, clean all foreign material from the sanitary and storm sewer system with a high-pressure water unit, shall pay to have an independent inspection firm, approved by the Township, pass a closed T.V. circuit in all sewer pipes and pay to have all pipes repaired or replaced to the satisfaction of the Township if found defective. One copy of report of inspection results to be given to the Township by an independent inspection firm. All lateral connections to be shown with respective distances in report.
- e) The installation of water mains shall be as set out in Schedules “E” and “H” hereto. Installation shall conform to the requirements of the Ministry of the Environment.
- f) The installation of storm sewers and sanitary sewer shall be as set out in Schedules “E” and “H” hereto.

29. BUILDING AND FINAL BUILDING INSPECTION

a) Building Permits

The Owner covenants and agrees that he will not apply for, nor will anyone claiming title from him, under him or under his authority apply for one or more building permits to construct any building or residential structure of any sort on any lot or lots in the Subdivision until the conditions outlined below are satisfied:

- i. This Agreement has been executed by the Owner, registered on title and filed with the Township;
- ii. The Township Engineer has confirmed that water, roads, sewage facilities and utilities are available;
- iii. Prior to the issuance of the first building permit, the Owner shall provide the Township with a certificate under the hand and seal of an Ontario Land Surveyor verifying the frontage and area of all lots on the subject plan of subdivision in order to demonstrate that all lots on plan of subdivision conform to the Township zoning by-law;
- iv. The Township’s Treasurer has confirmed that all development charges, taxes, levies, fees and other payments required under this Agreement have been paid in full or secured by sufficient security;
- v. Hydro services have been installed and have received preliminary approval, or the Owner has provided copies of completed Agreements between the Owner and the parties as described in article 61;
- vi. All roads in the said phase have been connected to a Township road;

- vii. The whole of such portion of the mass earth moving or general grading as required by good engineering practice has been completed to the satisfaction of the Township Engineer;
- viii. The Final Composite Utility Plan has been provided to the Township Engineer as required;
- ix. The Granular "A" base of the Road in the said phase has received preliminary approval of the Township Engineer;
- x. All easements required pursuant to this Agreement and by the Township Engineer have been registered in the appropriate registry office upon the lands, which are the subject of this Agreement, and registered copies of the said easements have been provided to the Township Engineer as required;
- xi. The Owner's solicitor has confirmed that all necessary conveyances of land, easements and reserves have been received free and clear of all encumbrances and have been registered against title;
- xii. The Owner has provided the necessary lot grading plans including any requirements related to the construction of retaining walls and/or drainage easements;
- xiii. A plot plan indicating the proposed location of the house and other structures on the lot;
- xiv. The Owner agrees that issuance of building permits may be stopped upon any failure of the Owner or its assigns to fulfill the requirements of this Agreement, until such time as the requirements have been fulfilled.

b) "Final building inspection"

- i. Where a house has been constructed on any lot in the Subdivision the Owner covenants and agrees that he will not occupy or allow such house to be occupied until the requirements with respect to the underground Works, including the first lift of asphalt on which such lot fronts have been complied with and such road has been connected to an open public highway.
- ii. The Owner further undertakes and agrees to incorporate in all contracts of sale and Transfers of Land by the Owner, for any vacant lot(s) or part thereof the following provision so that it shall be a covenant running with the lands for the benefit of the lands within the Subdivision:

"The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not apply for nor will the Township be required to issue a Building Permit(s) until all requirements with respect to underground Works and roads first asphalt lift on which lot(s) fronts have been carried out and have received preliminary approval by the Township Engineer and such road has been connected by roads which are, at least, at similar stage of completion, to the overall Township road network and until the whole or such portion of the mass earth moving or general grading as the Township Engineer deems necessary has been completed and approved except that Building Permits may be issued if in the sole opinion of the Township Engineer the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Township Engineer on his being satisfied that the aforementioned Works are being carried out and preliminary approval has been given to the underground Works."

- iii. Hydro services have been installed and have received preliminary approval.

c) The Owner shall submit a model home or sales office site plan / lot grading plan for approval by the Township which complies to the Township's requirements including zoning;

d) That the Owner and builder agree not to open the model home for public viewing or use as an office until sanitary sewer, municipal water service and road access or a satisfactory temporary alternative has been installed, inspected and are in operation to the satisfaction of the Township;

In the event that the Township shall be desirous of enforcing the foregoing covenant against any grantee or transferee the Township may take action in the name of and on behalf of the Owner.

30. BUILDING RESTRICTION

a) The Owner covenants and agrees that all building permits for the construction of buildings and structures within the Subdivision will only be issued by the Township for the construction of new buildings or structures. No building permit will be issued by the Township to permit the moving of an existing building from outside of this Subdivision into this Subdivision.

b) The Owner agrees to provide at least three (3) different building designs, if applicable, of dwelling houses to the satisfaction of the Township. Duplicate or mirror image designs shall be avoided where possible.

c) Building design on corner lots shall carry design elements from the façade to the exterior side elevation.

31. PERMITS TO OWNER

The Owner and the Township each agree that all building permits for construction within the Subdivision shall be issued to the Owner or its agent and to no other person unless such person is a successor in title to the Owner and such successor produces written evidence in a form satisfactory to the Township to verify his title.

32. FOUNDATION INSPECTION

The Owner agrees that all foundations within the Subdivision shall be subject to inspection as may required by the Township Engineer and/or Chief Building Official in accordance with the Ontario Building Code.

33. WAIVER OR RIGHT TO COMPEL

Notwithstanding anything contained herein to the contrary, the Owner herein, on behalf of himself, his administrators, executors and assigns, hereby unconditionally waives and surrenders any and all rights, whether by common law or by statute given to receive from or to require the Township to, or to receive or use any municipal services until the Township gives notice that the matters set out herein have been satisfactorily completed.

34. CONVEYANCE OF EASEMENTS AND LAND DEDICATIONS

a) The Owner covenants and agrees that it will, concurrently with the preparation of the Plan of Subdivision for registration, prepare a plan showing all lots, blocks and Roads in the Subdivision in the form prescribed by the Land Titles Act and the regulations thereunder for Reference Plans, showing on such plan all drainage and other easements and 0.30 metre reserves required by the Township, as described in Schedule "J" hereto, which are not shown as blocks or lots on the plan for registration and all easements required by Hydro One, Bell Canada or other utility company, giving each easement on each lot a separate designation as a "Part", and the Owner will cause such Plan to be deposited, at its expense, in the Registry Office as a "Reference Plan" under Part II of the Registry Act subsequent to and on the same day as the plan of Subdivision is registered or at such later dates as the Township may in writing authorize. Drainage easements shall be provided along surface drainage outlets from roadway ditches or outlets from external areas.

b) At no cost to the Township or to Hydro One, Bell Canada or other utility company, the Owner will obtain unencumbered title to and convey to the Township of the 0.30 metre reserves, easements and land dedications described in Schedule "J" hereto and to Hydro One, Bell Canada or other utility company those easements required by it, and such 0.30 metre reserves and

easements shall be described in accordance with the Reference Plan deposited or the Plan of Subdivision registered. Documents of conveyance for the said lands and easements shall be delivered to the Township by the Owner prior to the execution of this agreement by the Township or at such later time as approved by the Township, but in any case, prior to the registration of any document other than this Agreement. The cost of registration and Land Transfer Tax shall be paid by the Owner. The Owner covenants not to convey or mortgage any lot or block until all easements and 0.30 metre reserves and land dedications have been conveyed to the relevant authority. The Township will cooperate with the Owner in acquiring such easements as may be required outside the Subdivision limits.

c) The Owner covenants and agrees to convey to the Township, without cost or charge and free from encumbrance, lands to be used for park purposes. The area of land within the Subdivision to be so conveyed shall be in accordance with the information set forth in Schedule "J" hereto annexed and the location, size and configuration of each parcel of land conveyed in compliance herewith shall be subject to approval by the Township.

d) The Owner, on behalf of itself and each and every successor in the title to every block, part and parcel of land within the limits of the Subdivision, hereby acknowledges, covenants and agrees that any occupation of any area of land owned by the Township, regardless of whether the same is parkland, walkway, highway or otherwise and regardless of the duration and/ or nature of occupation and whether or not with the knowledge and consent of the Township or of its officers or servants and regardless of any implied or express Agreement to the contrary (except as may be authorized by By-Law or resolution of Council of the Township), shall not be so interpreted or construed as to create any right, title or interest in the land so occupied in favour of the occupant, or any right to continue such occupation, and the acknowledgement, covenant and Agreement hereby given shall not be irrevocable and shall be in favour of and to the benefit of the Township, without the necessity of any action or claim by the Township to exercise or enforce its right to occupation of the subject lands, which said right it may enforce at any time and from time to time without notice or compensation or any obligation whatsoever. This paragraph shall be so interpreted and construed as to constitute a complete bar and estoppels to any claim to any such right, title or interest by any such occupant, and as a release and quit claim thereof, without consideration or compensation and as a release of every possibly claim whatsoever which might arise by reason of the Township enforcing its right to occupy the lands exclusively. The owner acknowledges that the Township may refuse to issue building permits for any lot within the development until the Owner has provided to the Township copies of the completed Agreements between the Owner and the parties referred to herein.

35. PARKLAND DEDICATION

Parkland dedication will be conveyed as part of phase II of this subdivision agreement.

36. REGISTRATION OF AGREEMENTS, CONVEYANCES, ETC.

a) The Owner covenants and agrees, to register this Agreement against the lots and blocks contained in the Plan of Subdivision, at the expense of the Owner immediately upon the registration of the Plan of Subdivision. The Owner shall forthwith after registration of the Agreement, deliver to the Township, one duplicate original copy clearly indicating that the Agreement has been properly registered. Alternatively, the Township may register this Agreement against the plan of Subdivision and all expenses shall be paid by the Owner.

b) The Owner further covenants and agrees, to deliver to the Township, for review one copy of each Deeds of Lands to be transferred to the Township, prior to the registration of the Deeds of Land, including all required Transfer Easements, and following written approval being received from the Township, shall register the Deeds of Land, including all required Transfer Easements, at the Owner's expense, in favour of the Township and forthwith after registration shall deliver to the Township, one duplicate original copy clearly indicating that the Deeds of Lands have been properly registered.

c) The Owner further covenants and agrees, that no lots will be conveyed, nor any document registered against the lots, until this Agreement and the easement Agreement documents herein

required, have been registered and the conveyance of all blocks and 0.3 meter reserves to the Township, have been registered and a duplicate copy delivered to the Township.

37. MAINTENANCE OF WORKS

a) The Owner covenants and agrees to maintain all Works installed pursuant to this Agreement by the Owner until such Works are granted Final Acceptance by the Township, said acceptance not to be unreasonably withheld or delayed.

b) Should the Owner fail to satisfactorily maintain the Works, the Township reserves the right to provide such maintenance as it deems necessary at the Owner's expense. The Township shall, prior to performance of any maintenance, give the Owner or his Engineer 24 hours written notice of requirements for cleaning and/ or repair of streets and 24 hours verbal notice of any other maintenance requirements, provided however that in case of emergency (such emergency to be determined in the absolute discretion of the Township Engineer), the Township may perform such maintenance Works as the Township Engineer may determine, without notice to the Owner. The provision of any such maintenance on the part of the Township does not relieve the Owner of any of his obligations under this Agreement and the Owner shall save harmless the Township from any loss or damage which the Township may sustain as a result of the Owner's failure to maintain Works.

c) Prior to Final Acceptance, the Owner shall maintain the Roads, in accordance with the details of maintenance set out in Schedule "L" hereof.

d) The Owner shall maintain, (which maintenance shall include gravelling, removal of debris, dirt, mud and dust control) any access roads to the Subdivision as specified in Schedule "L" until the Final Acceptance has been issued, and before being released from this requirement for maintenance, the Owner shall, if required by the Township Engineer, rebuild or reinstate said access roads to a condition satisfactory to the Township Engineer.

The Owner covenants and agrees that until such time as all development has been completed within the Subdivision, that it will always maintain at its own expense all areas not yet completed, to the satisfaction of the Township Engineer. Such maintenance shall include (but shall not be limited to) leveling such areas to grades specified by the Township Engineer and the cutting of grass and weeds thereon, and the provision of proper drainage for any water which may accumulate thereon.

e) The Owner covenants and agrees to maintain all vacant lots and blocks in the Subdivision, for which building permits have not been issued, in a neat and orderly fashion and free of construction debris. This maintenance shall include, but not be limited to, the cutting of grass, the removal of noxious weeds and the drainage and grading of the lots and blocks to the satisfaction of the Township Engineer.

f) The Owner covenants and agrees to maintain all underground services, Roads, and Works, including Hydro, Telephone and Cablevision services and any other services installed pursuant to this Agreement by the Owner until Final Acceptance is given. The Owner shall restore any faulty workmanship or materials, or any damage done by the Owner or persons claiming title from the Owner during construction of Works or building on the land relating to any above ground services and Works, including Roads which may appear after completion of paving. In addition, the Owner agrees to incorporate in all contracts of sale and Transfers of Land, by the Owner for any vacant lot(s) or part thereof, the following provision so that it shall be a covenant running with the lands for the benefit of the lands within the Subdivision.

"The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on his part, the Township Engineer and/or the Chief Building Official may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of seven (7) clear days, or no work Schedule has been submitted and accepted by the Township Engineer

the Township Engineer and/or the Chief Building Official may cause the damage to be repaired and shall recover the cost of the repair twenty percent (20%) of the costs for Supervision plus Thirty Percent (30%) of the costs for Administration pursuant to the appropriate sections of the Municipal Act, 2001, S.O. 2001, Chapter 25 and amendments thereto in like manner as "Municipal Taxes."

If the Township shall be desirous of enforcing the foregoing covenant against any grantee or transferee the Township may take action in the name of and on behalf of the Owner.

38. USE OF WORKS

The Owner covenants and agrees that the Works referred to herein may be used by the Township for the purpose for which such works are designed, and that such use shall not be deemed an acceptance of the Works by the Township, nor shall such use in any way relieve the Owner of its obligations with respect to the construction and maintenance of such Works.

39. LIMITED MEANS OF ACCESS

The Owner acknowledges and agrees that the Township shall have the right to designate and limit access to the Lands from public highways adjacent thereto. The Owner covenants and agrees to gain access to the lands during construction only by way of the following road

- Pilon Street

At the request of the Owner, the Township may grant the Owner limited access from other public highways onto the Owner's lands to deliver equipment and certain type of material required for construction of the Subdivision's infrastructure at the start of the project for a period of one (1) month starting after the half loads are removed at a date to be determined by the Township's Director of Public Works as per By-Law 2000-05.

40. EMERGENCY REPAIRS

Employees or agents of the Township or of any other municipal authority having jurisdiction may enter the said lands at any time or from time to time for the purpose of making emergency repairs to any of the said Works. Such entry and repair shall not be deemed an acceptance of any of the said Works by the Township nor an assumption by the Township of any liability in connection therewith nor a release of the Owner from any of its obligations under this Agreement. Where practical, the Township shall first notify the Owner of such defect, but in no way shall the failure or inability of the Township to give such notice affect its rights to act under this article.

41. WINTER MAINTENANCE OF ROADS

a) At the request of the Owner, the Township may accept to carry out at the Owner's expense those services set out in Schedule "M" hereto to permit the removal of snow and ice from the Roads in the Subdivision in the same manner as the Township removes snow and ice from other Township roads, when required.

b) If the Township has accepted the first lift of asphalt the Owner shall submit to the Township his written request for the said provision of services before December the 1st of each year when such services are required only.

c) If the Township is of the opinion that it may accept to carry out the said services it will furnish, prior to October 15th of any required year, a written list of requirements to bring the roads to a condition where they can be maintained.

d) The Owner shall fulfill the aforementioned conditions within two (2) weeks of the date of the written requirements.

e) The Owner hereby waives any and all claims which he or his subcontractors may have against the Township arising from damage to or interference with the Works of the Owner by reason of the Township removing any snow or ice from the roads.

42. PRELIMINARY ACCEPTANCE OF WORKS

The Township Engineer may issue a Certificate of Preliminary Acceptance for the Works in any street block upon completion of the first lift of asphalt. No later than twelve (12) months after the Preliminary Acceptance of the Works or in the meantime if the need arises, the Township Engineer shall inspect them and submit a deficiency list to the Owner. Thereafter the Owner shall immediately rectify the deficiencies.

43. FINAL ACCEPTANCE OF WORKS

a) The Township Engineer may issue a Certificate of Final Acceptance for the Works in any street block upon completion of the second lift of asphalt and concrete curbs, and upon the correction of all previously identified deficiencies. No later than twelve (12) months after the Final Acceptance of the Works or in the meantime if the need arises, the Township Engineer shall inspect them and submit a deficiency list to the Owner. Thereafter the Owner shall immediately rectify the deficiencies.

b) Before applying for Final Acceptance for any of the Works or any part thereof, the Owner shall supply the Township with a Statutory Declaration that all accounts for Works and materials have been paid except normal guarantee holdback, and that there are no claims for liens or otherwise in connection with such Work done or materials supplied for or on behalf of the Owner.

c) The performance by the Owner of his obligations under this Agreement to the satisfaction of the Township Engineer shall be a condition precedent to the acceptance by the Township of the said Works, which acceptance shall be communicated without undue delay.

d) When the Township Engineer is satisfied that the Works set out in this Agreement or any part thereof and any other Works which may have been required, have been executed in accordance with this Agreement and the Township standards and specification, where applicable, and has also been satisfied that all Township accounts have been paid, and maintenance requirements met, he will forthwith present a report to the Council of the Township stating that all the Works or any part thereof has been completed satisfactorily and the roads are in the required condition for them to be assumed by the Township. Final Acceptance of the Works shall be evidenced by resolution of council. Such resolution shall state that the Township has accepted the said Works for maintenance. Before applying for Final Acceptance of any of the Works or any part thereof, the owner shall submit to the Township a written request for acceptance to the Township Engineer.

e) The Owner shall prior to requesting Final Acceptance, file with the Township documentation certified by an independent professional engineer retained by the Owner including an "AS-BUILT" of all drawings, that all final road elevations, including roadway and centerline perimeter ditches and swales, sanitary sewer, storm sewers, watermain, all stormwater management facilities and all culvert crossings, as shown in the plans approved by the Township, have been adhered to and that the Works have been constructed and installed in accordance with the Township specifications for the Works.

44. MAINTENANCE & WARRANTY

The Owner agrees to be solely responsible to maintain, repair, and replace all completed Works within the Subdivision from the date of Preliminary Approval through until the date of Final Acceptance (the "**Maintenance Period**").

The Owner further warrants all Works within the Subdivision to be free from any defect or vice in workmanship or materials for a period of Two (2) years commencing from the date of Final Acceptance (the "**Warranty Period**"). The Owner covenants and agrees to restore, to the satisfaction of the Township Engineer, any faulty workmanship or materials in any of the Works outlined in Schedule "D" or any damage done by the Owner or its successors or assigns, or by its

or their employees, contractors, or agents, during the construction of the said Works or buildings during the Maintenance Period and the Warranty Period as applicable.

45. FINANCIAL OBLIGATIONS OF THE OWNER

a) The Owner covenants and agrees to pay to the Township, prior to issuance by the Township of any letter or other document whereby the Draft Plan would be released for registration, all of the following:

i. All of the costs and expenses of the Township relating to the preparation, processing and obtaining approval of any zoning by-law(s) or official plan and/or zoning by-law amendment(s), as the case may be including (but without limited to) all expenses incurred by the Township in retaining legal counsel, planning consultants and/or other professional or technical consultants in relation thereto whether such by-law(s) was required as a proposed development thereof.

ii. Any outstanding local improvement frontage charges or other charges which have been levied against any of the lands within the draft plan, whether or not payment of such charges is due at the date hereof.

iii. Any outstanding municipal property taxes.

b) The Owner covenants and agree to pay the full cost and expenses of all the following items and in the event that the Township shall incur any cost or expense in relation thereto, to reimburse the Township to the full amount thereof upon demand therefore:

i. the full cost and expense of such tests as are required by this Agreement.

c) The Owner covenants and agrees to pay to the Township interest at the rate of fifteen percent (15%) per annum on all amounts of money due to the Township as provided herein and which are unpaid thirty (30) days after demand therefore.

d) The Owner shall bear all of its own costs and expenses in relation to all aspects of the Plan of Subdivision and this Agreement.

46. SECURITY FOR DUE PERFORMANCE

a) Before this Agreement is executed by the Township the Owner has deposited the cash or an irrevocable letter of credit in the full amount of Schedule "K", herein called the "deposit", such deposit to be given as security to ensure the performance by the Owner for all the terms and conditions of this Agreement.

b) If irrevocable letters of credit are deposited pursuant to this Agreement, such letters of credit shall be in a form approved by the Township Treasurer and if such letters of credit contain an expiry or termination date, the following provisions shall apply:

i. Until Final Acceptance of the Works by the Council of the Township and the expiry of the Warranty Period, the Owner shall deposit with the Township at least thirty (30) days prior to the expiry or termination date set out in the letters of credit, new irrevocable letters of credit in a form approved by the Treasurer of the Township and in an amount not less than the then existing letters of credit or such lesser amount as the Council of the Township in its absolute discretion may approve.

ii. If such new letters of credit contain an expiry or termination date, then until the Final Acceptance of the Work by the Council of the Township, the Owner shall continue to redeposit new irrevocable letters of credit in the same manner as provided in sub-article (i) hereof until the Final Acceptance of the Work by the Council of the Township and the expiry of the Warranty Period.

iii. If the Owner fails to deposit new letters of credit as required under sub articles (i) and (ii) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Township, by resolution of Council without notice to the Owner

may call upon any part or the whole amount of the existing letters of credit notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited as provided in this Agreement.

- iv. Every such letter of credit shall contain a specific covenant by the authority issuing such revocable letter of credit that a breach of any of sub-articles (i), (ii), and (iii) hereof shall entitle the Township to call upon the whole or any part of the letter of credit as provided in sub-article (iii).

c) After having first notified the Owner as herein set forth, the Township by Resolution of Council, may at any time authorize the use of the whole or part of the proceeds of the amount of the deposits referred to in this article to pay any cost the Township Clerk or the Township Engineer deems necessary, to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to any sum to be paid pursuant to this Agreement or the construction or installation of any Works or services or any defects or required maintenance, repairs, or replacements. The deposit, or so much thereof as the Township Clerk or the Township Engineer deems satisfactory, shall be held by the Township until Final Acceptance of the Works and expiry of the Warranty Period, except where any part of the deposit is used pursuant to this article; provided that where a deposit is made to the Township pursuant to this article, the Township Engineer may authorize the reduction of such deposit from time to time as Works are completed.

47. USE OF DEPOSIT

- a) After having first notified the Owner as herein set forth, the Township may at any time authorize the use of the whole or part of the amount of the deposit referred to in article 46 hereof to pay the cost of any Work that the Township Engineer deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance, repairs, or replacements. The fact that the estimated cost of each of the Works provided herein (Schedule "K") is used to calculate the total cost of the Works upon which the deposit is based, shall not be construed as limiting the use of the deposit on a proportional basis in the event of default by the Owner but rather that the whole or such part of the deposit as may be deemed necessary by the Township Engineer and authorized by the Township to rectify the default may be used. It is understood and agreed that the deposits or so much thereof as the Township Engineer deems necessary, shall be held by the Township until forty-five (45) days after the expiry of the Warranty Period.
- b) If the Township does not carry out any such work or service or maintenance or rectify any defect referred to in article 40 and if the Township is holding a deposit which can be realized, then the Township shall apply any funds which can be realized, against the cost of such work, service, maintenance or rectification of default, calculated in the manner provided in the Agreement provided that when the deposit has been realized and the funds from the deposit received by the Township, the Township shall credit such funds so received against the cost of such work, service, maintenance or rectification of default in such manner as the Township shall decide.

48. PARTIAL RELEASE OF DEPOSIT

It is understood that upon preliminary approval by the Township Engineer of any work, a release of the financial requirements applicable to such work may be given by the Township so long as the amount of security remaining shall be sufficient to cover 100% of the estimated construction cost of all work required to complete the development as per plans and specifications, as agreed and shown in Schedule "K".

49. RELEASE OF DEPOSIT

On Final Acceptance of the said work by the Township Engineer and the Council of the Township by by-law of the said Council and following expiry of the Warranty Period, the Owner may be

entitled to have released to it by the Township all deposits then held by the Township under this Agreement. The Deposit shall not be released, either in whole or in part, until the Township Engineer has been provided with satisfactory evidence that any and all potential claims for construction liens have expired. Partial deposits may be released, in whole or in part, where the Township Engineer has been provided with satisfactory evidence that the deposits remaining are sufficient to pay any and all potential lien claims on the premises.

50. AGREEMENT REGISTERED AGAINST LOTS

The owner hereby agrees that he shall register this Agreement against the lots contained in the Plan of Subdivision at his expense immediately upon execution. The Township may, at its option, on one months' notice to the Owner, declare this Agreement to be null and void.

51. CONDITIONS OF APPROVAL

Attached to this Agreement as Schedule "P" is a memorandum listing the conditions imposed by the United Counties of Prescott and Russell upon granting approval of the Subdivision. The fulfillment of each and every one of the said conditions by the Owner is a condition but for which the Township would not have entered into this Agreement.

52. RESTRICTIVE COVENANTS AND INFORMATION FOR ALL PROSPECTIVE PURCHASERS OF LOTS

1. Restrictive Covenants

The Owner covenants and agrees that the restrictive covenants contained in Schedule "X", which form part of this Agreement, will be registered separately against the title to all lands described in Schedule "A" as restrictive covenants running with the lands, it being the intention of these paragraphs that the burden of the covenants shall attach to and run with the land.

2. Notices and warning Clauses

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

53. CONSTRUCTION LIEN HOLDBACK

The Owner agrees that it will hold back in its payment to any contractors who may construct the Works, such sums as provided in accordance with the Construction Act and will otherwise indemnify the Township against any claims, actions or demands for liens or otherwise in connection with the Works and all costs in connection with the Works and all costs therewith and on the demand of the Township Engineer will forthwith take such step to immediately discharge all liens upon the Works. Should a lien be filed, this will constitute a default and the Township may use the security provided by the Owner for payment into court of the holdback monies plus costs. The Owner acknowledges that it will reimburse the Township for any legal fees incurred as a result of any default pursuant to this article.

54. LIEN AGAINST LAND

The Owners for himself, his heirs, executors, administrators, successor, and assigns, covenants and agrees that should any Works required under this Agreement not be completed, or should any sums due to be paid to the Township under this Agreement not be paid to the Township, the cost of completing the said Works, or the balance outstanding and due to the Township shall constitute a lien against all the lands of the subdivision, and the said sums shall be recovered under the appropriate provision of the *Municipal Act, 2001*, S.O., 2001 c.25, in like manner as Municipal taxes. This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns. This Agreement shall be read with all changes of gender and number wherever the context so requires.

55. PHASING

The Owner covenants and agrees that he shall develop and make available for construction all of the lots of Phase 1 described on Schedule "B" within two (2) years of the registration of this Agreement. The Township may at its discretion, by resolution of Council extend this period. The Owner further agrees that it shall develop and make available for construction the lots by phases as set out in Schedule "R" hereto.

56. LOCATION NOTICES TO BE SERVED

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, and may be delivered in person, sent by recognized national courier service requiring a signature for delivery, by pre-paid registered mail, or by email. All notices, demands and requests required or permitted to be given may be given by delivering the same:

to the Owner at:

9167-5637 Quebec Inc. Care of Jean-Claude Goyer
Address: 700-2 Boul-de-La-Cite-des-Jeunes, Saint-Lazare, QC, J7T 2B5

to the Township at:

The Corporation of the Township of Champlain
Address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario K0B 1R0

Any notice, demand or request, if delivered shall be deemed to have been given or made on the day on which it was delivered if delivered prior to 5:00 p.m. on a business day. Otherwise, such notice shall be deemed to be given or made on the next business day. The Parties may change their addresses for service from time to time by giving notice in accordance with the foregoing.

57. INSURANCE POLICY

Prior to the registration of the Plan of Subdivision and the execution of this Agreement, the Owner shall purchase and maintain insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to the Township and continue to maintain such insurance until an Assumption By-law has been passed by the Township. The Owner shall provide a Certificate of Insurance to the Township evidencing the insurance coverage required by the Owner and hereafter annually on the insurance renewal date.

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

- (a) Comprehensive General Liability insurance applying to all operations of the Owner subject to the limits of not less than five million dollars (\$5,000,000) for any single occurrence which shall include coverage for personal injury, including death, broad form property damage, products and completed operations liability, owner's and contractors liability, blanket contractual liability, contingent employer's liability, employer's liability, non-owned automobile liability including SEF 94 & SEF 96 and shall include cross liability and severability of interest clauses and hostile fire.
- (b) Where the Description of the Project, Supply or Work involves the use of explosives for blasting or vibration from pile driving or caisson work; The removal or weakening of support of such property, building or land, whether such support be natural or otherwise, Explosion, Collapse or Underground (XCU) coverage's must be added by endorsement.
- (c) The municipality shall be added as an additional insured to the above policies.
- (d) Automobile Liability insurance covering third party property damage and bodily injury, including accident benefits as may be required by Applicable Laws arising out of any licensed vehicle owned or leased by Owner or sub trade in connection with this agreement with an inclusive limit of liability of two million dollars (\$2,000,000)

- (e) Should the work involve professional design, Professional Liability Insurance in the amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the *Professional* at the *Professional's* sole expense.
- (f) At the discretion of the Township the Owner may be required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Township. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.
- (g) That the insurance premium for the insurance required herein has been prepaid for a period of not less than one (1) year;
- (h) That the insurance policy will provide that it is not cancellable unless prior notice by registered mail has been received by the Township from the insurer not less than thirty (30) days prior to the cancellation date;
- (i) All parties agree to immediately notify the other parties of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to the development of this Subdivision.

Indemnification:

The Owner shall defend, indemnify and save harmless the Township its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Owner, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner in accordance with this Contract and shall survive this Contract.

The Owner agrees to defend, indemnify, and save harmless Township from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Owner's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Owner in accordance with this Contract and shall survive this Contract.

58. TOWNSHIP AS OWNER'S ATTORNEY

The Owner covenants and agrees that the Township may enforce, as the Owner's Attorney, any Performance Bond given by any Contractor to the Owner under any Agreement with such Contractor for the construction of any of the Works, provided that this shall not constitute an assignment of such Performance Bond. Where the Township deems that there has been default by such Contractor, the Township shall so notify the Owner and the Owner shall proceed to

enforce its Bond within seven (7) days or within such further time as the Township may allow, failing which the Township may proceed to enforce such Bond as the Owner's Attorney and at the Owner's expense.

59. SUBDIVISION APPROVAL

The Owner covenants and agrees that it will not divide any block or lot on the Plan of Subdivision without such consent as may be required by law or by the Council of the Township.

60. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM AND STREET LIGHTING

a) Underground electric distribution services shall be provided for all lots and blocks within the Subdivision, according to standards and specifications approved by Hydro One Networks Inc. The Owner shall make such financial arrangements as may be necessary with the said Hydro One Networks Inc. to cover this service.

b) The Owner shall provide at its expense, street lighting, including street lighting poles and other necessary appurtenances for lighting of all streets including collector roads, when lots or blocks shown on the Plan of Subdivision abut on such collector road, which shall be designed and installed in accordance with Schedule "T" and the specifications of Hydro One Networks Inc. in effect at the time of this Agreement. The installation of all works provided for in this article shall be done by the Owner to the satisfaction of Hydro One Networks Inc. and the Township Engineer.

61. UTILITIES, TELEPHONE AND CABLEVISION INSTALLATIONS

The Owner shall enter into a written Agreement for an Electrical Distribution System with the Hydro One Networks Inc. and enter into a written Agreement with Bell Canada, the local Cablevision Company, Enbridge Gas Distribution and any other utilities for the installation of such services to the Subdivisions and for the provisions of easements with respect to such installations at no expense to the Township (see Schedule "T"), in accordance with the terms, conditions and specifications laid down by the said Commission and/or Companies and/or utilities. The Owner shall arrange for the relocating of existing services, including hydro and telephone plant, made necessary by the construction of the works in the Subdivision at no expense to the Township.

The Owner acknowledges that the Township Engineer may require it to enter into Agreements with any other parties providing services to the public whether these services be of a public or private nature or otherwise.

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

62. ADDITIONAL INSPECTIONS AND TESTING BY THE TOWNSHIP

The Owner acknowledges and agrees that in the event where the Township or the Township Engineer deems that insufficient inspections or testing is being carried out, the Township or the Township Engineer may conduct, at the expense of the Owner, any inspections or tests that he or she in his or her absolute discretion considers necessary to satisfy him or herself as to the proper construction, installation or provision of the Works.

63. ASSUMPTION BY TOWNSHIP

Upon the required By-Law being passed the ownership of the Works, shall vest in the Township and the Owner shall have no claim or rights thereto, other than those accruing to it as Owner of the land abutting on streets on which the Works were installed. The foregoing does not derogate from the Owner's warranty obligations to the Township during the Warranty Period.

64. FILL, DEBRIS, ETC.

The Owner covenants and agrees that it will not dump or permit to be dumped any material whatsoever on, nor will it remove or permit to be removed any trees or material whatsoever from

any public lands, other than Roads, without the prior written consent of the Township Engineer, which consent may be refused in the Township Engineer's sole discretion.

65. STREET NAMES AND TRAFFIC SIGNS

The Owner shall pay for, supply and erect street names and traffic signs as specified in Schedule "O" in accordance with a design and at locations to be determined by the Township Engineer. A deposit in the amount set out in Schedule "N" of the Agreement shall be paid to the Township on account of the supply and erection of such street name and traffic signs forthwith upon the execution of this Agreement. The Owner shall pay any cost for the supply and erection of such street name and traffic signs which is in excess of the deposit forthwith upon receipt of an invoice therefore from the Township. The Owner shall be responsible for any damage caused to the said signs during the construction and maintenance period.

66. STREET NAMES

All streets within the Subdivision shall be named to the satisfaction of the Council of the Township and such street names shall be clearly marked on the final plan of subdivision prior to its registration.

67. HOUSE NUMBERS

The Township shall provide the Owner with a copy of the registered Plan of Subdivision upon which has been designated the proper house number or numbers of each dwelling unit and the lots Owners shall provide and place such numbers as designated in a conspicuous position visible from the street line in front of the dwelling unit.

68. INTEREST

Interest at the rate of fifteen (15%) percent per annum shall be payable by the Owner to the Township on all sums of money payable to the Township which are not paid on the due dates calculated from such due date.

69. ACKNOWLEDGMENT

The Owner acknowledges and agrees that the entering into and the registration of this Agreement, pursuant to the appropriate provisions of *The Planning Act*, R.S.O. 1990, and the *Development Charges Act*, R.S.O. 1990, and amendments thereto, is a condition precedent without which the Township would not have approved the Subdivision or entered into this Agreement.

70. INDEMNITY

The Owner, on behalf of himself, his successors and assigns in title, hereby covenants and agrees to indemnify and save harmless the Township from all actions, causes of action, suits, claims or demands whatsoever, which arise directly or by reason of the development of the plan of subdivision herein, and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works. Without limiting the generality of the foregoing, the Owner, on behalf of himself, his successors and assigns in title, hereby covenants and agrees to indemnify and save harmless the Township from all actions, causes of action, suits, claims or demands whatsoever, which arise directly or by reason of the water supply provided by way of private water supply wells.

71. CANCELLATION OF AGREEMENT

- a) In event that the Plan of Subdivision has not been registered within 180 days from the date of this Agreement, the Township may, at its option, on one month's notice to the Owner, declare this Agreement to be null and void;
- b) If the Works set out in this agreement have not been completed to the point of "Preliminary Acceptance to first lift of asphalt stage" within 24 months from the date of the registration of the Plan of Subdivision, or such later date as may be specified in Schedule "C", the Township may, at its option, revise this Agreement unilaterally with regards to any of the Works or any other matters provided in this Agreement.

72. ESTOPPEL

a) The Owner for himself and his successors and assigns, covenants and agrees that it will not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative or other tribunal the right of the Township to enter into this Agreement and this provision may be plead by the Township in any action or proceeding as a complete and conclusive estoppels of any denial of such right.

73. SOUTH NATION CONSERVATION CONDITIONS

1. The Owner shall implement the Grading and Drainage Plan, being drawing L14-142 GR-1 and L14-142 GR-2 Grading and Drainage Plan, prepared by Lascelles dated May 15, 2018 and last revised October 28, 2020 and included under Schedule "G", to the satisfaction of the Township, the United Counties of Prescott and Russell and the South Nation Conservation.

2. The Owner shall implement the final version of the Site Servicing & Stormwater Management Report Goyer Subdivision, dated September 30, 2020, prepared by Lascelles in accordance with the current Storm Water Management Practices to the satisfaction of the Township, the United Counties of Prescott and Russell and the South Nation Conservation. The Storm Water Management report is included under Schedule "U".

3. The Owner shall implement the Sediment and Erosion Control Plan as shown on drawing L14-142 ES-1 and L14-142 ES-2 Erosion and Sediment Control Plan, prepared by Lascelles Engineering dated May 15, 2018, last revised October 28, 2020, included under Schedule "G" to the satisfaction of the Township, the United Counties of Prescott and Russell and the South Nation Conservation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control. 4. The Owner shall implement all the necessary provisions as identified in the "Ecological Impact Statement: Goyer Property, L'Orignal, Ontario", prepared by Brunton Consulting Services, dated 3 November 2016.

74. MAILBOX LOCATION

If Canada Post Corporation shall not provide mailboxes in the L'Orignal Post Office, the Owner will at his cost make arrangements with Canada Post Corporation for the installation of Community Mailbox on the said lands in a manner and in a location satisfactory to the Township as per Canada Post Corporation requirements stated in Schedule "D". The community mailbox shall generally conform to the Community Mailbox Plan Schedule "Z".

The Owner shall inform all prospective purchasers, through a clause in all Agreement of Purchase and Sale, as to those lots or blocks identified for potential Community Mailbox.

75. INHIBITING ORDER

N/a

76. TEMPORARY TURNING CIRCLE

Prior to any occupancy permit being issues, the Owner's surveyor shall prepare a reference plan, at his cost, on which Block 16 of Registered Plan 46M-104 would be divided into two parts. One part would be used as a lot enlargement for the proposed Lot 1. The other part would be kept by the municipality and dedicated as a public highway at the same time as Block 15 of Registered Plan 46M-104.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers authorized in their behalf, respectively,

DATED AT _____,

this _____th day of _____, 2022.

**THE CORPORATION OF THE
TOWNSHIP OF CHAMPLAIN**

9167-5637 QUEBEC INC.

Per: _____
Normand Riopel
Mayor

Per: _____
Name: Jean-Claude Goyer, have the
Authority to bind the Corporation

Per: _____
Alison Collard
Clerk

**SCHEDULE “A”: DESCRIPTION OF THE LANDS TO WHICH THIS
AGREEMENT APPLIES**

Part of Farm Lots 10 and 11, Plan No. 15, Formerly in the Village of L'Original, Now in the Township of Champlain. As shown on Schedule “B”, Plan of Subdivision.

DRAFT

[illegible]

3

SCHEDULE “C”: TIME SCHEDULE OF WORKS

The Owner shall complete all Works identified in Schedule “D” within two (2) years after the signing of this Agreement. Failure by the Owner to comply with the time schedule constitutes a default of this Agreement by the Owner.

Council may by resolution grant an extension to the completion of all Works upon written request for an extension being submitted by the Owner. Approval will not be unreasonably withheld by Council provided the Owner provides reasonable explanations and justifications for making such a request.

DRAFT

SCHEDULE “D”: WORKS TO BE PROVIDED BY THE OWNER

1. WORKS TO BE COMPLETED BY THE OWNER

Works to be provided by the Owner:

- a. Public streets (Charlotte and Diana), including curbs and signs constructed in accordance with Schedule “E”
- b. Public highway reconstruction, if applicable
- c. Drainage works, pond and storm sewers constructed in accordance with Schedule “E”
- d. Watermains, including lateral connections constructed in accordance with Schedule “E”
- e. Sanitary sewers constructed in accordance with Schedule “E”
- f. Streetlighting and illumination devices (LED) constructed in accordance with Schedule “E” and Schedule “T”.
- g. Ontario Land Surveyor Certification;
- h. Hydro, Bell, Gas and Cablevision service to the satisfaction of the appropriate utility companies; and
- i. Community Mail Boxes:
The developer shall install centralized Community Mail Boxes in an approved location under the following requirements in accordance with Schedule ‘Z’:

- 1. The developer shall provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin and provide the expected installation date for the Community Mail Boxes.
- 2. The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- 3. The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- 4. The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- 5. The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- 6. The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i. Any required walkway across the boulevard, per municipal standards
 - ii. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
 - iii. A Community Mailbox concrete base pad per Canada Post specifications.

SCHEDULE “E”: PLANS, SPECIFICATIONS AND DRAWINGS

1. DESIGN WORKS

All Works required to be constructed, installed, erected or otherwise provided pursuant to this Agreement shall be designed, constructed and maintained in accordance with the following document:

- Champlain Township Site Plan & Subdivision Design Guidelines

By the execution of this Agreement, the Owner acknowledges having received a copy of the aforementioned document.

The Owner's Engineer shall design all of the Works.

2. PREPARE DRAWINGS, PLANS AND DOCUMENTS

The Owner's Engineer shall prepare the following for the approval of the Township Engineer:

- a) the Approved Working Drawings; and
- b) the Grading and Drainage Plan; and
- c) the Schedule of Work; and
- d) the Phasing Plan, if any; and
- e) the Cost Estimate.

The approval of the Township Engineer shall not absolve the Owner or the Owner's Engineer of the responsibility for any errors or omissions in the above drawings, plans or documents.

3. REPRESENT OWNER AND OBTAIN APPROVALS

The Owner's Engineer shall act as the Owner's representative in all manners pertaining to the construction and installation of the Works and shall cooperate with the Township to obtain the necessary approvals for construction and installation.

4. PROVIDE RESIDENT SUPERVISION

The Owner's Engineer shall provide fully qualified supervisory, layout and inspection staff to provide site supervision service during all phases of the construction and installation of the Works and to perform the following:

- a) provide field layout including the provision of line and grade to the contractors and, where required, restacking; and
- b) inspect the construction and installation to ensure that all work is being performed in accordance with the contract documents; and
- c) arrange for or carry out all necessary field testing of materials and equipment installed or proposed to be installed; and
- d) provide coordination and scheduling of the construction and installation in accordance with the timing provisions contained herein and the requirements of the Township Engineer; and
- e) obtain field information, during and upon completion of the construction and installation, required to produce the Final “As Built” Engineering Drawings.
- f) to prepare and furnish hard and soft copies of all Works, plans, specifications or other information pertaining to the said Works, plans or specifications as may be required by this Agreement and as requested by the Township Engineer;
- g) to prepare and furnish on plastic film or its equivalent as-built drawings including underground services, above ground services and utilities including hydro, telephone, Gas and Cablevision as required by the Township Engineer.

5. MAINTAIN RECORDS

The Owner's Engineer shall maintain all records pertaining to the construction and installation of the Roads, Works and services.

SCHEDULE “E” CONT’D: PLANS, SPECIFICATIONS AND DRAWINGS

6. PROVIDE PROGRESS REPORTS

The Owner’s Engineer shall provide the Township Engineer with reports on the progress of the construction and installation at such other intervals as approved by the Township Engineer.

7. PREPARE FINAL ENGINEERING DRAWINGS

The Owner’s Engineer shall prepare the Final “As-Built” Engineering Drawings for the approval of the Township Engineer on reproducible mylar drawings.

8. LETTER FROM OWNER’S ENGINEER

The Owner shall obtain a written acknowledgment from the Owner’s Engineer addressed to the Township and filed with the Township to the following effect:

- a) that the Owner’s Engineer has received a copy of this Agreement and is aware of all the terms and conditions contained herein;
- b) that the Owner’s Engineer will perform his services for the Owner in accordance with the terms of this Agreement; and
- c) that the Owner’s Engineer will keep the Township Engineer advised of any and all material facts, changes or developments, pertaining to the Subdivision Lands, the Plan, this Agreement or any default hereunder, and the contravention of any Laws pertaining to the foregoing to the extent that he is aware of such contravention.

SCHEDULE “E” CONT'D: PLANS, SPECIFICATIONS AND DRAWINGS

The original can be viewed at the Corporation of the Township of Champlain at the following address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B1R0.

- L14-142 PH-1 PHASING PLAN, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 NT-1 GENERAL NOTES AND LEGEND Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 ES-1 EROSION AND SEDIMENT CONTROL PLAN, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 ES-2 EROSION AND SEDIMENT CONTROL PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 GR-1 GRADING AND DRAINAGE PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 GR-2 GRADING AND DRAINAGE PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 GS-1 SERVICING PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 GS-2 SERVICING TABLES Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PES-1 PHASE END SERVICING DETAIL PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- PES-2 PHASE END SERVICING DETAIL PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 SMP-1 STORMWATER MANAGEMENT POND PLAN AND PROFILE Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 SWM-1 STORM WATERSHED PLAN (PRE-DEVELOPMENT) Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 SWM- 2 STORM WATERSHED PLAN (POST DEVELOPMENT) Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 SAN 1 – SANITARY SEWERSHED PLAN, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP -1 DIANA STREET PLAN AND PROFILE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP -2 DIANA STREET PLAN AND PROVIDE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP-3 CHARLOTTE STREET PLAN AND PROFILE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP 4- STEPHANIE STREET, PLAN AND PROFILE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP 5 – VICTORIA STREET PLAN AND PROFILE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PP 6 – DIANA STREET PLAN AND PROFILE, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 RYPP-1 REAR YARD PLAN AND PROFILES, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 RYPP-2 REAR YARD PLAN AND PROFILES, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 PYPP-3 REAR YARD PLAN AND PROFILES, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 DT-1 DETAIL PLAN Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 DT-2 DETAIL PLAN, Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020;
- L14-142 LP-1 LIGHTING PLAN, Prepared by Morris Engineering L14-142 Prepared December 1 2020.
- L14-142 CUP – COMPOSITE UTILITY PLAN, Prepared by Lascelles Engineering December 1 2020.

SCHEDULE “F”: DRAINAGE PLAN

As set out in Schedule “E”

- L14-142 ES-1 Erosion and Sediment Control Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 ES-2 Erosion and Sediment Control Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 GR-1 Grading and Drainage Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 GR-2 Grading and Drainage Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 SMP-1 Stormwater Management Pond Plan and Profile Prepared by Lascelles Engineering dated September 2020
- L14-142 SWM-1 Storm Watershed Plan Predevelopment Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 SWM-2 Storm Watershed Plan Post Development Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020

SCHEDULE “G”: GRADE CONTROL PLAN

The specifications on the Grade Control Plan shall include the following information:

Before commencing construction of any of the works, the Owner will submit to the Township Engineer for his approval, a grade control plan containing the following information:

- a) the existing and final elevation of all lot corners;
- b) the existing and final elevations at the centre line of each road at intervals of thirty (30) metres or less and at all street intersections;
- c) the finished ground elevation at the building line;
- d) the finished elevation at all critical points such as drainage ditches, beyond the street line;
- e) arrows indicating direction of flow of all surface water;
- f) the location and detail of all swales;
- g) the location and details of all surface water outlets;
- h) the water shed areas within the Subdivision and upstream of the Subdivision;

The Grade Control Plan may be amended from time to time by the Owner with the written approval of the Township Engineer.

As set out in Schedule “E”

- L14-142 GR-1 Grading and Drainage Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 GR-2 Grading and Drainage Plan Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020

SCHEDULE “H”: NEW STREET PLAN AND PROFILE

The roads and underground services construction shall be as per the attached engineering drawings as set out in Schedule “E”.

As set out in Schedule “E”

- L14-142 PP-1 Diana Street Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 PP-2 Diana Street Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 PP-3 Charlotte Street Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 PP-4 Stéphanie Street Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 PP-5 Victoria Street Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 PP-6 Diana Street Ditch Crossing Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 RYPP-1 Rear Yard Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 RYPP-2 Rear Yard Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020
- L14-142 RYPP-3 Rear Yard Plan and Profile Prepared by Lascelles Engineering dated May 15, 2018 Last Revised: October 28, 2020

SCHEDULE “I”: SPECIFICATIONS FOR TREE PLANTING

The Owner covenants and agrees that it will not plant any trees of the kinds listed below, within the lands to which this Agreement applies nor adjacent lands in its ownership. In addition, the Owner agrees to incorporate in all contracts of sale and transfers of lands, by the Owner, of any lot within the Subdivision the following provision so that it shall be a covenant running with the lands for the benefit of the lands within the Subdivision:

“The Transferee for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not plant nor permit to be planted so far as it is within his capacity to control, on the lands in this transfer nor on any lands adjacent thereto including public lands or road allowances, any trees of the following kinds, namely:

- i. poplar;
- ii. alder;
- iii. aspen;
- iv. willow;
- v. elm;
- vi. maple of the fast growing variety and the transferee shall exact a like covenant from any purchaser from him.”

In the event that the Township shall be desirous of enforcing the foregoing covenant against any grantee or transferee the Township may take action in the name of and on behalf of the Owner.

SCHEDULE “J”: EASEMENT, LAND DEDICATIONS

Lands and easements to be conveyed to the Township:

1. Stormwater management pond
 - Block 16 and 17 on 46M-;
2. 0.3m Reserves
 - Blocks 21-26 on 46M-
3. All required drainage easements.

SCHEDULE “K”: ESTIMATED COST OF THE WORKS



Engineer's Opinion of Cost
(Plans Rev. 06 - Revised per Township comments, 2020-10-28)

Project: Goyer Subdivision
Project No.: L14-142
Location: L'Orignal, Ontario
Prepared By: Benoit Serrurier
2022-10-12

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SMW Pond					
Hard Costs					
Section 1 - Roads					
1.01	Granular 'A' for Access/Maintenance Road Base	t.	504.78	\$16.00	\$8,076.48
1.02	Granular 'B' Type II for Access/Maintenance Road Subbase	t.	1009.55	\$15.00	\$15,143.25
1.03	Mass Earth Movement - Cut	m³	15358.28	\$7.50	\$115,187.10
1.04	Rock Excavation	m³	964.98	\$100.00	\$96,498.00
1.05	Erosion & Sediment Control	m	492.63	\$8.00	\$3,941.04
Section 2 - Sewers & Watermain					
2.01	ST - 600x600 DICB	ea.	1.00	\$2,000.00	\$2,000.00
2.02	ST - 300mm PVC DR-35 Sewer	m	7.70	\$250.00	\$1,925.00
2.03	ST - 450mm HDPE Sewer	m	28.50	\$300.00	\$8,550.00
2.04	ST - 900mm CONC. Sewer	m	62.40	\$600.00	\$55,440.00
2.05	ST - South Ditch Regrading	LS	1.00	\$1,500.00	\$1,500.00
2.06	ST - R50 Rip-rap	m²	452.49	\$45.00	\$20,362.05
2.07	ST - CCTV	m	128.60	\$4.00	\$514.40
2.08	ST - Rock Excavation	m³	190.11	\$100.00	\$19,011.00
2.09	SWM Pond Headwall	ea.	2.00	\$6,500.00	\$13,000.00
2.10	SWM Pond Miscellaneous	LS	1.00	\$5,000.00	\$5,000.00
2.11	SWM Pond Fence	m	417.55	\$100.00	\$41,755.00
2.12	SWM Pond Gate	LS	1.00	\$2,000.00	\$2,000.00
2.13	SWM Pond Outlet Structure	LS	1.00	\$25,000.00	\$25,000.00
Total Hard Cost					\$434,903.32
Soft Costs					
3.01	Engineering, Consultants, Application & Review Fees, Legal, Survey, Etc.	LS	1.00	\$43,490.33	\$43,490.33
Total Soft Cost					\$43,490.33
Total Costs					
Total Cost					\$478,393.65



Item No.	Description	Unit	Quantity	Unit Price	Total Price
Phase 1					
Hard Costs					
Section 1 - Roads					
1.01	Street Signs & Line Painting	LS	1.00	\$2,500.00	\$2,500.00
1.02	Concrete Mountable Curb	m	456.03	\$85.00	\$38,762.55
1.03	Iron Adjustments	ea.	21.00	\$300.00	\$6,300.00
1.04	HL3 (PG58-34) Surface Course	t.	250.95	\$140.00	\$35,133.00
1.05	HL8 (PG58-34) Base Course	t.	313.68	\$140.00	\$43,915.20
1.06	Granular 'A' for Road Base	t.	1019.06	\$16.00	\$16,304.96
1.07	Granular 'B' Type II for Road Subbase	t.	2377.79	\$15.00	\$35,666.85
1.08	Mass Earth Movement - Cut	m³	590.57	\$7.50	\$4,429.28
1.09	Mass Earth Movement - Fill (Native)	m³	2457.04	\$10.00	\$24,570.40
1.10	Erosion & Sediment Control	m	431.02	\$8.00	\$3,448.16
1.11	R50 Rip-Rap	m³	85.09	\$45.00	\$3,829.05
Section 2 - Sewers & Watermain					
2.01	ST - 600x600 Catchbasin	ea.	8.00	\$2,000.00	\$16,000.00
2.02	ST - HOPE RYCB	ea.	4.00	\$1,000.00	\$4,000.00
2.03	ST - HOPE 450mm Cleanout	ea.	1.00	\$750.00	\$750.00
2.04	ST - 1200mm Manhole	ea.	1.00	\$5,500.00	\$5,500.00
2.05	ST - 1500mm Manhole	ea.	2.00	\$8,500.00	\$17,000.00
2.06	ST - 1800mm Manhole	ea.	2.00	\$10,000.00	\$20,000.00
2.07	ST - 200mm PVC DR-35 Sewer	m	150.51	\$180.00	\$27,091.80
2.08	ST - 250mm PVC DR-35 Sewer	m	51.09	\$200.00	\$10,218.00
2.09	ST - 300mm PVC DR-35 Sewer	m	67.11	\$250.00	\$16,777.50
2.10	ST - 600mm CONC. Sewer	m	2.30	\$350.00	\$805.00
2.11	ST - 675mm CONC. Sewer	m	104.20	\$375.00	\$39,075.00
2.12	ST - 750mm CONC. Sewer	m	72.13	\$550.00	\$39,671.50
2.13	ST - CCTV	m	447.34	\$4.00	\$1,789.36
2.14	ST - Rock Excavation	m³	383.89	\$100.00	\$38,389.00
2.15	SA - 1200mm Manhole	ea.	4.00	\$5,000.00	\$20,000.00
2.16	SA - 200mm PVC DR-35 Sewer	m	258.66	\$180.00	\$46,558.80
2.17	SA - CCTV	m	258.66	\$4.00	\$1,034.64
2.18	WM - 200mm PVC DR-18 Watermain	m	257.40	\$250.00	\$64,350.00
2.19	WM - 200mm V&VB	ea.	2.00	\$2,750.00	\$5,500.00
2.20	WM - Hydrant, V&VB and Lead	ea.	2.00	\$6,000.00	\$12,000.00
2.21	WM - Watermain Testing	LS	1.00	\$3,000.00	\$3,000.00
2.22	WM - Connection to Existing	LS	1.00	\$3,500.00	\$3,500.00
2.23	Lateral Services (19mm WM, 100mm ST, 125mm SA)	ea.	10.00	\$2,000.00	\$20,000.00
2.24	Lateral Services (2 x 19mm WM, 100mm ST, 2 x 125mm SA)	ea.	5.00	\$3,750.00	\$18,750.00
Section 3 - Utilities					
3.01	Utilities	ea.	20.00	\$10,000.00	\$200,000.00
Total Hard Cost					\$846,620.05
Soft Costs					
4.01	Engineering, Consultants, Application & Review Fees, Legal, Survey, Etc.	LS	1.00	\$84,662.01	\$84,662.01
Total Soft Cost					\$84,662.01
Total Costs					
Total Cost					\$931,282.06

SCHEDULE “L”: MAINTENANCE OF WORKS AND CONSERVATION

1. MAINTENANCE OF WORKS:

All Works shall be maintained in accordance with Section 37 of this Agreement. Further, with respect to Roads in particular, the following shall also apply:

Until the Roads are assumed by the Township, the Owner agrees:

1. to keep all Roads graveled and graded to the satisfaction of the Township Engineer;
2. to maintain reasonable access at all times for all residents and for Township services such as garbage collection, fire fighting, etc.;
3. to maintain all Roads in a dust free condition;
4. on or before the 5th day of October in each year, the Township Engineer shall give in writing to the Owner such directions and instructions as he deems necessary for bringing the Roads up to a satisfactory condition for the winter months.

If the Owner or his Engineer does not perform the Works enumerated above, to the satisfaction of the Township Engineer within twenty-four (24) hours of receipt of written notice of default, the Township Engineer may order this work done and charged against the Owner.

In accordance with the provisions of Section 41, the Owner agrees to reimburse the Township for the full cost of clearing and if necessary remove any snow and/or ice from the streets within the subdivision prior to “Preliminary Acceptance of the First Lift of Asphalt” and thereafter, the Township shall plough the said Roads at its own expense.

2. CONSERVATION MEASURES:

1. The Owner shall arrange for adequate soil testing under the direction of a Professional Engineer specializing in soil work. Construction practices in problem soil condition areas shall be governed by the recommendation of such soil consultant. A copy of all soil reports shall be filed with the Township Engineer and the Township Clerk.
2. During the construction period, inlets to drainage outlets shall be controlled by adequate silting provisions to minimize the possibility of silting stream channels
3. The Owner shall not insofar as practical cut down or remove any living trees during construction and shall take reasonable steps to protect the natural landscape from harm or damage.
4. The Owner shall not remove any top soil from within the lands described on Schedule “B” without the prior written approval of the Township. This provision however, shall not apply to the removal of the top soil deemed necessary for road construction purposes.

SCHEDULE “M”: WINTER WORKS

At the request of the Owner the Township of Champlain may perform some winter maintenance under the terms of this Agreement.

SCHEDULE “N”: FINANCIAL OBLIGATIONS

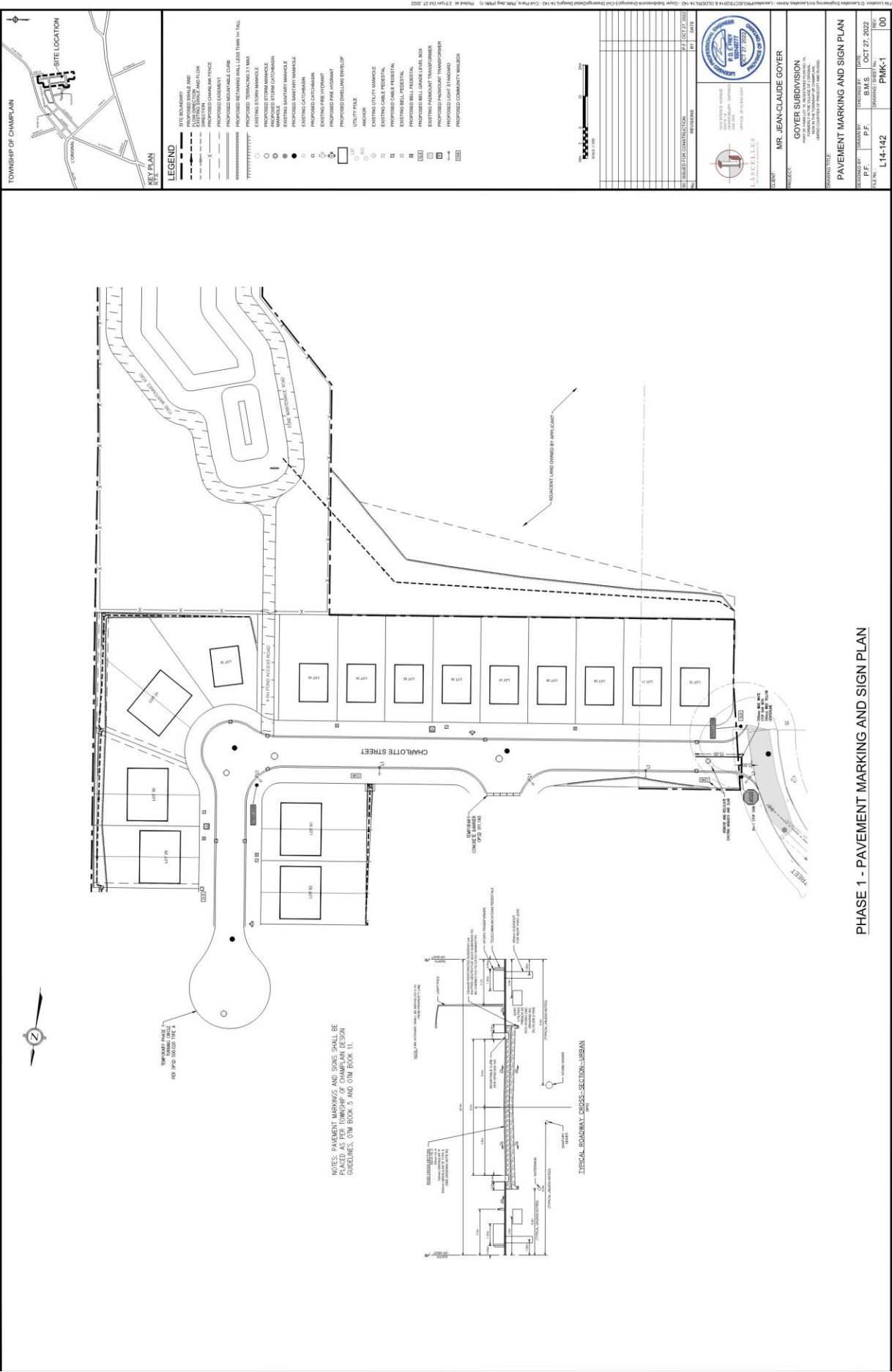
Before signing the Subdivision Agreement, the Owner has paid the Township the amount shown in the table below or deposit such other securities as may be deemed acceptable to the Treasurer of the Township, to cover fees and other expenses assumed by the Township.

Legal fees including the registration of the subdivision agreement are to be paid by the Owner in accordance with By-law 2021-79 and the terms and conditions of this agreement.

<u>Description</u>	<u>\$</u>
Subdivision Agreement	\$4,000 + Engineering & Legal Fees
Subdivision Approval Fee / \$150 / Dwelling Unit or Block (min. \$3,500) - 20 units	\$3,500
<u>TOTAL</u>	<u>\$7,500 plus</u> <u>Engineering &</u> <u>Legal Fees</u>

SCHEDULE "O": STREET NAMES AND TRAFFIC SIGNS LOCATION

Phase 1 of the Subdivision:



All types and specifications of signs and location of signs shall be approved by the Township Engineer before any installation.

SCHEDULE “P”: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.
File No.: 050-S-17-002
Municipality/Twp.: Township of Champlain
Subject Lands: Part of Farm Lot 10 and 11, Plan 15

Date of Decision: August 30th, 2017
Date of Notice: August 30th, 2017
Last Date of Appeal: September 20th, 2017

The United Counties of Prescott and Russell conditions to final plan of approval for registration of this Subdivision/Condominium are as follows:

No. Conditions

Plan of Subdivision

1. That this approval applies to the proposed draft plan of subdivision located on Part of Farm Lots 10 & 11, Registered Plan No. 15, in the former Village of L'Original, now in the Township of Champlain, County of Prescott prepared and signed by André P. Barrette, OLS, dated February 16th, 2017, which includes:
- 30 Single Detached Residential Lots (Lots 1 to 10, 15 to 19, 32 to 34, 71 and 72)
 - 42 Semi-detached Residential Lots (Lots 11 to 14, 20 to 31 and 45 to 70)
 - Park (Block 74)
 - Stormwater Management Pond (Block 73)
 - Municipal Roads (Street A through C)

Township of Champlain

2. That the draft plan of subdivision, file number 050-S-17-002, be granted for a period of five (5) years instead of the usual three years (3).
3. That a conceptual plan illustrating ultimate development be prepared, illustrating the conceptual road network, proposed densities and servicing strategies. This information will be required for the Township of Champlain to confirm sizing of infrastructure within the proposed development, and to confirm if any off-site improvements are required to support the proposed development.
4. That the stormwater management facility be relocated, to the satisfaction of the Township of Champlain, to accommodate future/ultimate development, and designed so that it could be enlarged as required to accommodate future development.
5. That the owner shall enter into a Subdivision Agreement with the Township of Champlain ("Township") in which the Owner agrees to satisfy all requirements and conditions of the Township, financial and otherwise, including but not limited to, concerning the provision of roads, including the future streets, sidewalks, fencing, installation of services, drainage and other works as required, to the satisfaction of the Township.
6. That the existing sanitary sewage collection system, pumping stations and wastewater treatment plant (WWTP) have sufficient capacity to support the development. The Township is currently undergoing a study of the existing infrastructure and will be able to confirm capacity within the next few months.

SCHEDULE “P”: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.

File No.: 050-S-17-002

Municipality/Twp.: Township of Champlain

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Date of Decision: August 30th, 2017

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Therefore, prior to the approval of any development, the Township shall be satisfied as to availability of water and sewer capacity to accommodate the subject development. This may require front-ending or accelerated payment agreements or other tools which ensure that funding is in place to deliver these services in a timely manner. The Township shall confirm to the Approval Authority in writing that there is sufficient water and sanitary capacity available prior to final approval and registration of the Plan or any phase thereof.

7. That the Subdivision Agreement shall be registered by the Township against the lands to which it applies as provided under the *Planning Act*. A copy of the executed Agreement shall be provided to the Approval Authority.
8. That the Owner shall agree in the Subdivision Agreement to all processing and administration fees in accordance with the policies and by-laws in effect at the time payment is due.
9. That prior to any site alteration the Owner shall enter into a Subdivision Agreement to be registered on title, satisfactory to the Township or any other appropriate authority, as applicable, before any development within the plan may proceed. The Subdivision Agreement may deal with matters including but not limited to the following to the satisfaction of the applicable authorities:
 - Engineering works which include municipal services;
 - Professional services including preparation of reports, plans, inspections, certifications and approval;
 - Stormwater Management Reports and Plans;
 - Servicing Report;
 - Traffic Impact Assessment ;
 - Environmental Impact Study;
 - Storm sewers, road widening and reconstruction (as required for the particular phase of development);
 - Securities, cash contributions;
 - Emergency services;
 - Land dedications and easements, reserves;
 - Fencing, buffer blocks and plantings;
 - Hydro, Utilities;
 - Grading seeding and/or sodding;
 - Parks/Trails/Walkways.

Prior to any site alteration, final approval and registration, the Owner shall submit all supporting materials as required by the Township or any applicable authority prepared by a qualified professional and shall agree to implement the recommendations of the reports, studies and plans in the subdivision agreement to the satisfaction of the Township and any other applicable authority . Pre-servicing agreements may be considered for core infrastructure (sewage, water,

SCHEDULE “P”: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.

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Date of Decision: August 30th, 2017

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Last Date of Appeal: September 20th, 2017

roads) at the sole discretion of the Township subject to the satisfaction of adequate conditions of approval.

10. That the Owner shall agree in the Subdivision Agreement, that such land transfers/conveyances and easements as may be required for roads, parkland, walkways, access, drainage, servicing (water and sanitary), stormwater management, utilities, and construction purposes shall be designated to the satisfaction of, and granted to the appropriate agencies and authorities, free and clear of all encumbrances, to the satisfaction of the Township, and that the Owner shall ensure that these transfers/conveyances and easements documents are registered on Title immediately following registration of the final plan; and that affected agencies are duly notified.
11. That prior to final approval, the Township shall confirm to the Approval Authority that the lands within this Draft Plan of Subdivision have been appropriately zoned in a zoning by-law that has come into effect in accordance with the provisions of the *Planning Act*, which reflects the layout of the proposed final M-Plan.
12. That the Owner shall submit detailed plans showing proposed phasing of the Plan of Subdivision, and a Schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks to the satisfaction of the Township prior to final approval of the plan or phase thereof.
13. That the Owner shall agree in the Subdivision Agreement to prepare engineering design drawings, to the satisfaction of the Township, as may be required for the subject lands in accordance with the most recent Township Engineering Standards and the recommendations of the required studies and reports.
14. That the Owner shall agree in the Subdivision Agreement that prior to offering any of the residential lots for purchase, to place a "Display Map" on the wall of the sales office in a place visible to the public, which indicates the approved location of all: sidewalks, walkway, parks, stormwater management ponds, community mailboxes, and surrounding land uses.
15. That the Owner shall agree in the Subdivision Agreement to convey up to 5% of the of the lands subject to the proposed Draft Plan of Subdivision to the Township for the purposes of parkland, conveyance which shall include Block 74 as shown of the Draft Plan of Subdivision.
16. That the Owner shall agree in the Subdivision Agreement to carry out the recommendations of the approved Stormwater Management Plan and Report to the satisfaction of the Township.

SCHEDULE “P” CONT’D: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.

File No.: 050-S-17-002

Date of Decision: August 30th, 2017

Municipality/Twp.: Township of Champlain

Date of Notice: August 30th, 2017

Subject Lands: Part of Farm Lot 10 and 11, Plan 15

Last Date of Appeal: September 20th, 2017

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17. That the Owner shall agree in the Subdivision Agreement to construct and to convey, free and clear of encumbrances, and at no cost to the Township, Block 73 as Stormwater Management Pond purposes, to the satisfaction of the Township. The Owner shall further agree that the conveyance of the said Stormwater Management Pond Block is not to be included as parkland dedication.
 18. That the Owner agrees to prepare a lot grading and drainage plan and indicate how it is to be implemented to the satisfaction of the Township of Champlain.
 19. That the Owner agrees to prepare a Sediment and Erosion Control Plan and indicate how it is to be implemented to the satisfaction of the Township of Champlain, appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and during all the phases of the site preparation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control.
 20. That the Owner shall agree in the Subdivision Agreement to carry out the recommendations contained in the approved Traffic Impact Study. Where applicable, such improvements shall be constructed at the Owner's expense.
 21. That the Owner shall agree in the Subdivision Agreement to design and construct all roads and services in accordance with the Township's latest development standards and specifications, to the satisfaction of the Township.
 22. That the Owner shall agree in the Subdivision Agreement that all road allowances, sight triangles and road widenings required and included within this Plan of Subdivision shall be dedicated as public highways on the Plan for registration and shall be deeded to the Township of Champlain, to the satisfaction of the Township.
 23. That the Owner shall agree in the Subdivision Agreement that Victoria Street be constructed to a width matching the existing asphalt width (approximately 11.0 metres) with the underground services extended along Victoria Street to the east property limits, to the satisfaction of the Township.
 24. That the Owner shall agree in the Subdivision Agreement that the external road, shall be upgraded including asphalt removal and reinstatement if damage occurs from construction traffic, as deemed necessary by the Township.
 25. That the Owner shall agree in the Subdivision Agreement that any dead ends and open sides of road allowances created by this Draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to, and held in trust, by the Township.

SCHEDULE “P” CONT’D: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.

File No.: 050-S-17-002

Date of Decision: August 30th, 2017

Municipality/Twp.: Township of Champlain

Date of Notice: August 30th, 2017

Subject Lands: Part of Farm Lot 10 and 11, Plan 15

Last Date of Appeal: September 20th, 2017

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26. That the Owner shall agree in the Subdivision Agreement to convey, free and clear of encumbrances, and at no cost to the Township of Champlain Blocks for the purpose of 0.3 metre reserves, to the satisfaction of the Township.
 27. That the Owner shall, prior to final approval, ensure that all dead ends and open sides of road allowances, as required, within this Plan of Subdivision shall be terminated in 0.3 metre reserves to be conveyed to the Township of Champlain.
 28. That the Owner shall agree in the Subdivision Agreement that the municipal road allowances included within this Plan of Subdivision (Street A through C) shall be named to the satisfaction of the Township of Champlain, in accordance with the Township’s 911 emergency servicing Naming Policy.
 29. That prior to final approval, the Owner shall agree in the Subdivision Agreement that a municipal numbering system be assigned to the satisfaction of the Township with regard to 911 emergency servicing.
 30. That a Phasing Plan be prepared, subject to the approval of the Township, in order to minimize temporary cul-de-sacs.
 31. That all necessary temporary turning circles be shown on the final plan as blocks on the Registered Plan. The easement rights on these blocks shall be conveyed to the Township until the future extension of the road allowance, when the future right-of-way shall be dedicated as public highway.
 32. That one (1) sidewalk be constructed along all streets per the requirements of the Township’s Subdivision Design Guidelines for urban roadways.
 33. That the Owner shall agree in the Subdivision Agreement to prepare final design drawings and servicing reports, and to construct all roads and services in accordance with the Township’s latest development standards, guidelines and specifications, to the satisfaction of the Township.
 34. That the Owner shall agree in the Subdivision Agreement to prepare and submit an overall utility coordination plan showing the location of all required utilities, including on-site drainage facilities, streetscaping, and community mailboxes - such location plan shall be prepared to the satisfaction of the applicable authority in accordance with the requirements of those utility providers (including: natural gas, hydro, and telecommunications service providers) that will conduct works within the subdivision.
 35. That the owner shall contact Canada Post to determine location(s) for Community Mailboxes. Community Mailboxes are to be approved by the Township and indicated on the final servicing plan.

SCHEDULE "P" CONT'D: CONDITIONS OF DRAFT APPROVAL

Applicants: 9167-5637 Québec Inc.

File No.: 050-S-17-002

Municipality/Twp.: Township of Champlain

Subject Lands: Part of Farm Lot 10 and 11, Plan 15

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Last Date of Appeal: September 20th, 2017

36. That the Owner shall agree in the Subdivision Agreement to provide sites for community mailboxes to service the Subdivision and that it is the responsibility of the developer/builder to provide the concrete pad for the placement of the community mailboxes in accordance with the requirements as provided by Canada Post.
37. That the owner agrees, via the Subdivision Agreement with the Township, to inform all prospective purchasers through a clause in all agreements of purchase and sale, as to the location of all Community Mailboxes.
38. That the Owner shall agree in the Subdivision Agreement to provide such easements as may be required for utility or drainage purposes to the appropriate authority.
39. That the Subdivision Agreement between the Owner and the Township shall contain a provision wherein the owner agrees to enter into a servicing agreement or other type of arrangement with Bell Canada, Enbridge, Hydro One, Cogeco or other cable company to service the development and to comply with underground servicing conditions imposed by the Township.
40. That prior to final approval the Owner shall provide confirmation to the Township of Champlain that satisfactory arrangements, financial and otherwise, have been made with necessary utility companies for any facilities serving this Draft Plan of Subdivision.
41. That the Owner shall agree in the Subdivision Agreement to locate all utilities (telephone lines, local power, other cable services) underground and is encouraged to explore the provision of fibre optic cable or enhanced telecommunication technologies. The owner shall coordinate the preparation of this overall utility distribution plan showing the location (shared or otherwise) and the installation, timing, and phasing of all required utilities (on-grade, below-grade or above-grade, including on-site drainage facilities and streetscaping), such location plan shall be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
42. That where the relocation or removal of any existing onsite and/or adjacent utility facility, including electrical, telephone and cablevision, is required as a direct result of the development, the owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.
43. That the Owner shall provide all necessary servicing easements related to that phase to service the property prior to final approval of the plan or any phase thereof.

SCHEDULE “P” CONT’D: CONDITIONS OF DRAFT APPROVAL

Applicants:	9167-5637 Québec Inc.	Date of Decision: August 30 th , 2017
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Municipality/Twp.:	Township of Champlain	Last Date of Appeal: September 20 th , 2017
Subject Lands:	Part of Farm Lot 10 and 11, Plan 15	

- 44. That the Owner shall ensure that all measurements on subdivision final plans shall be presented in metric units.
- 45. That prior to the signing of the final plan, the Township of Champlain is to be satisfied that Conditions No. 1 to 44 have been fulfilled.

Canada Post

- 46. The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. At this time the Community Mail Boxes will be located: on the North-West corner of Lot 50, on the South-West corner of Lot 6 and on the South-East corner of Lot 60. The developer will then indicate these locations on the appropriate servicing plans.
- 47. The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- 48. The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- 49. The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- 50. The developer agrees to 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 meters (consult Canada Post for detailed specifications).

South Nation Conservation

- 51. The Owner agrees to prepare a detailed stormwater management report and describe how it is to be implemented in accordance with current Stormwater Management Best Management Practices to the satisfaction of the United Counties of Prescott & Russell and South Nation Conservation. The final version of the report will ensure that the entire stormwater management plan is designed according to, and is consistent with, the most recent version of MOECC Stormwater Management and Design Manual. Quantity treatment should have

SCHEDULE “P” CONT’D: CONDITIONS OF DRAFT APPROVAL

Applicants:	9167-5637 Québec Inc.	Date of Decision: August 30 th , 2017
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Municipality/Twp.:	Township of Champlain	Last Date of Appeal: September 20 th , 2017
Subject Lands:	Part of Farm Lot 10 and 11, Plan 15	

pre and post development values equalled; and quality treatment should reach a minimum of 80% Total Suspended Solids removal.

- 52. The Owner agrees to prepare a Sediment and Erosion Control Plan appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and how it is to be implemented during all the phases of the site preparation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control to the satisfaction of the United Counties of Prescott & Russell and South Nation Conservation.
- 53. The Owner agrees to prepare a Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the United Counties of Prescott & Russell and South Nation Conservation.
- 54. The Owner agrees to prepare an Ecological Impact Statement demonstrating that the proposed development will not result in negative impacts to the natural features or the ecological functions of the habitat, to the satisfaction of the United Counties of Prescott & Russell and South Nation Conservation.
- 55. The Owner agrees to prepare a Landscaping Plan by a qualified professional to the satisfaction of the United Counties of Prescott & Russell and South Nation Conservation. The plan shall include detailed planting location and species list.
- 56. The Owner acknowledges that the subdivision agreement shall contain wording acceptable to South Nation Conservation that the above-noted conditions will be implemented.

United Counties Prescott & Russell

- 57. That the street names and civic address numbering shall be submitted for review and approval to the Township of Champlain and the United Counties of Prescott and Russell to ensure compliance with the 911 database system.
- 58. The Owner shall provide a clean georeferenced dwg file showing only the new and existing parcel limits from the final plan intended for registration. The file projection must be in UTM NAD 83 Zone 18N, to the satisfaction of the United Counties of Prescott and Russell.
- 59. The Owner shall provide the final plan intended for registration in Portable Document Format (PDF) to the satisfaction of the United Counties of Prescott and Russell.
- 60. That prior to the signing of the final plan, the United Counties of Prescott and Russell are to be satisfied that Conditions Nos. 1 through 59 have been fulfilled.

SCHEDULE “Q”: HYDROGEOLOGICAL REPORT

Not applicable for this Subdivision.

**SCHEDULE “S”: RETAINING WALLS, WALKWAYS, SIDEWALKS AND FENCING
DETAILS**

Not applicable for this Subdivision.

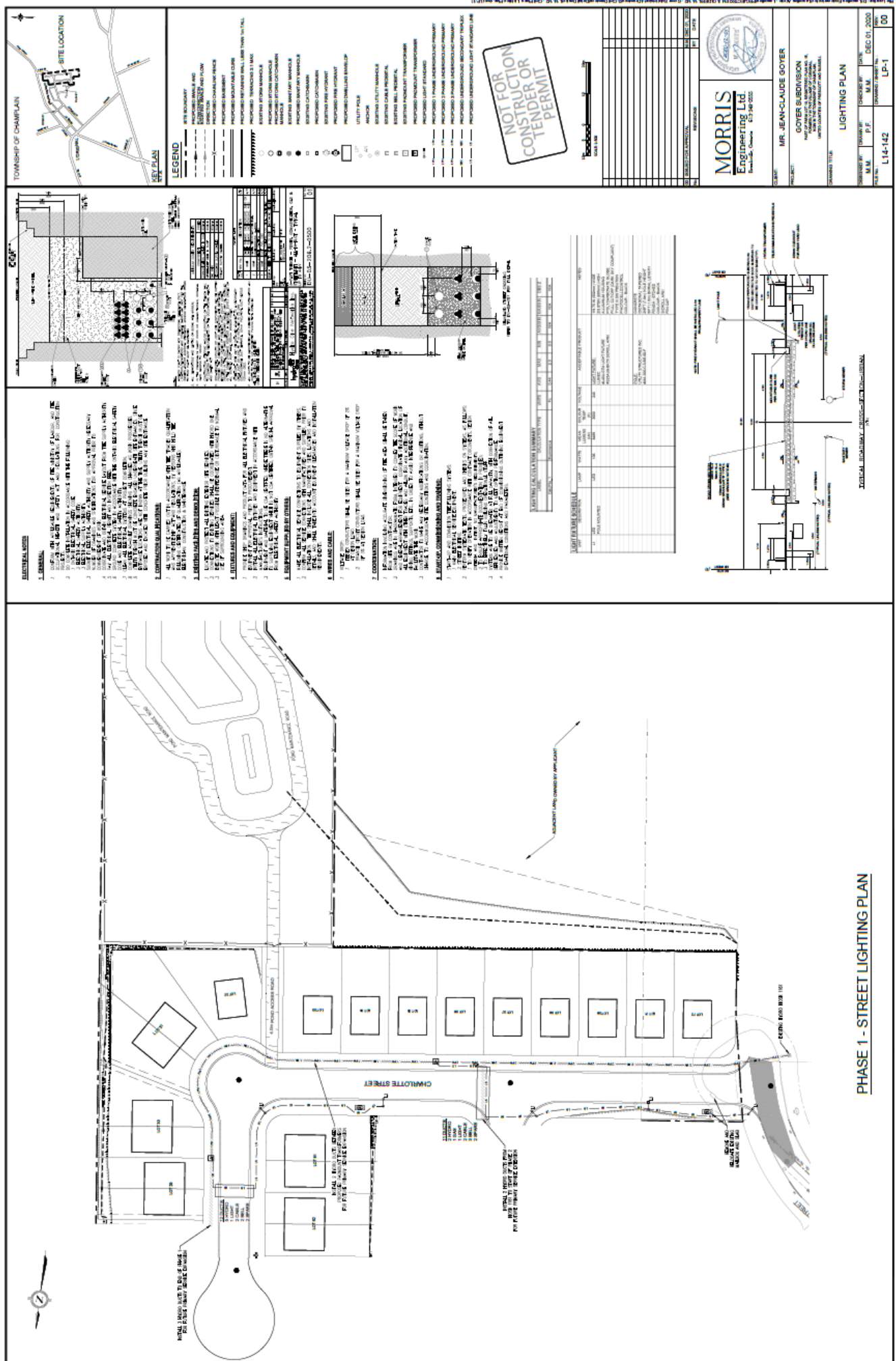
SCHEDULE “T”: STREET LIGHTS AND HYDRO INSTALLATION

The Owner has made all of the necessary arrangements to enter into an Agreement with Hydro One, including a draft agreement, for the supply and installation of a primary underground electrical distribution system and an underground secondary service system to each lot contained within the development.

All work shall be in compliance with the “Composite Utilities Plan”.

All luminaires shall be LED as per Champlain Township specifications.

SCHEDULE "T" CONT'D: STREET LIGHTS AND HYDRO INSTALLATION



The original can be viewed at the Corporation of the Township of Champlain at the following address:
948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0

SCHEDULE “U”: STORM WATER MANAGEMENT REPORT

Copy of Servicing & Stormwater Management Report Goyer Subdivision prepared by Lascelles Engineering & Associates Limited, signed, stamped and dated September 2020.

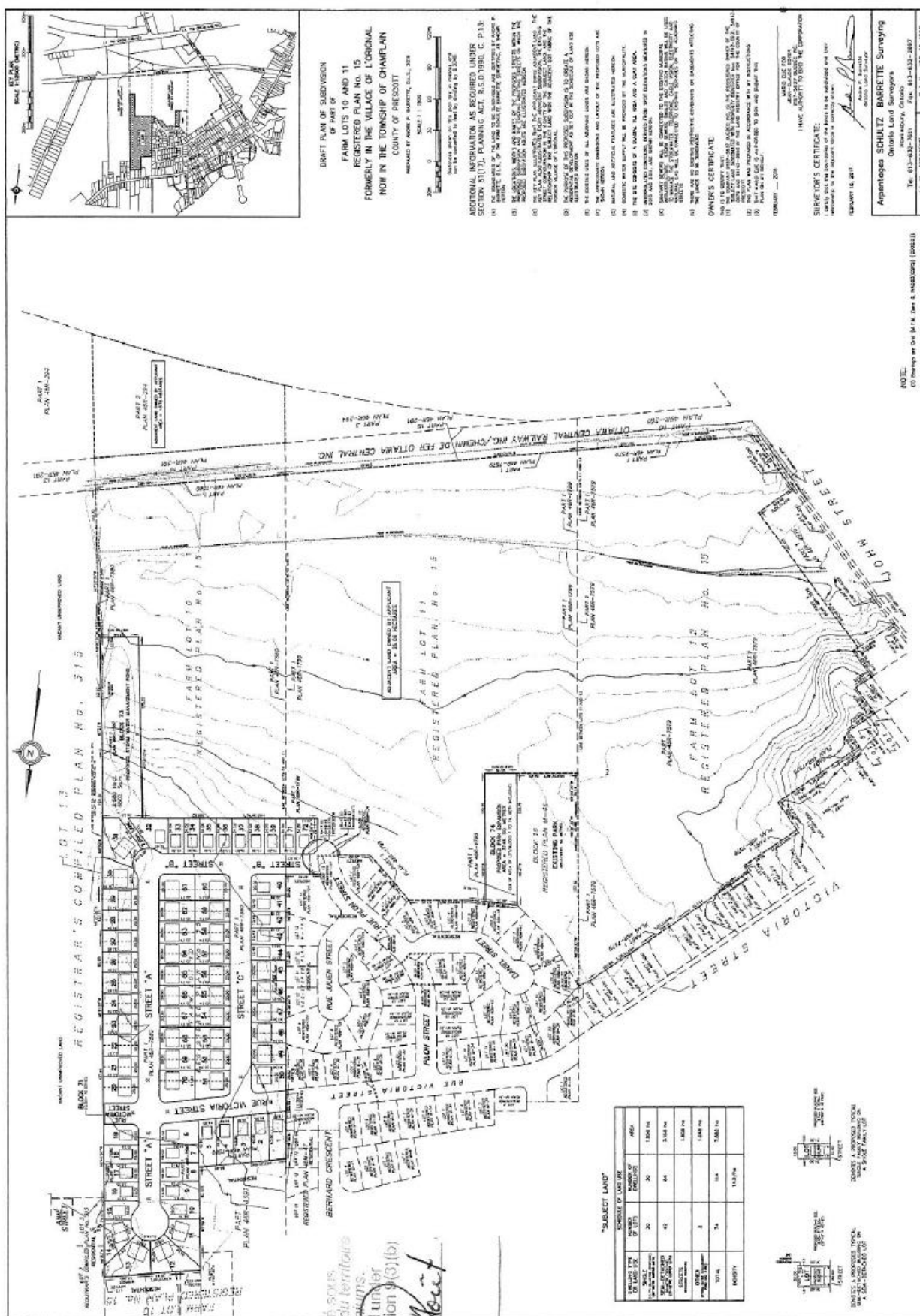
The original copy of the report can be viewed at the Corporation of the Township of Champlain at the following address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0.

SCHEDULE “V”: GEOTECHNICAL REPORT

Preliminary Geotechnical Investigation Report Proposed Residential Subdivision Development, Part of Farm Lot 10, Registered Plan No. 15, Formerly in the Village of L'Original Now in the Township of Champlain, prepared for 9167-5637 Quebec Inc. by Lascelles Engineering & Associates Limited signed, stamped, and dated October 2016.

The original copy of the report can be viewed at the Corporation of the Township of Champlain at the following address: 948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0.

SCHEDULE "W": DRAFT PLAN OF SUBDIVISION



This final plan of condominium is approved under section 51(31) of the *Planning Act* and section 9(3)(b) of the *Condominium Act*.

Ce/This 20 jour/day of Nov
20 17 2017
Louis Prevost
Directeur de l'Urbanisme et Forêt /
Director of Planning and Forestry
Conciliés unis de Prescott et Russell /
United Counties of Prescott and Russell

FILE / DOSSIER NO.

050 - S - 17-002

The original can be viewed at the United Counties of Prescott and Russell at the following address: 59 Court Street Box 304, L'Orignal, Ontario K0B1R0

SCHEDULE “X”: RESTRICTIVE COVENANTS

The Owner covenants and agrees that the following paragraphs which form part of this Agreement will be registered separately against the title to the lands within the Plan of Subdivision as restrictive covenants running with the lands, it being the intention of these paragraphs that the said following covenants shall run with the land:

Retaining Walls

No owner of any part of the lands shall alter, interfere with or remove the retaining wall located along the side/rear lot line of the aforementioned lands. The owner is responsible to maintain and keep in a good state of repair any retaining wall, whether wholly or partly located on the said lands. The owner of the lot is to further hold the Township and/or any other governmental agency harmless from any claims, suits, actions, or demands whatsoever which may arise from the construction of any retaining wall on the said lands, or the repair or lack of maintenance of such.

Drainage

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

No owner shall be entitled to connect roof leaders to the foundation drain collector or to the weeping tile. Roof leaders shall be required to discharge onto the lots, with the use of concrete splash pads such that the side lot swales will drain the runoff to the road or rear lots.

General restrictive Covenant Provisions

(a) Amendment, Cancellation or Modification

Provided always that notwithstanding anything herein contained, the Transferor and its successors and assigns shall have power by instrument or instruments in writing from time to time to amend, waive, cancel, remove or modify any of the above covenants and restrictions in their applications to any part of the Lands.

(b) Partial Invalidity

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

(c) Definition of Successors and Assigns

Wherever in these restrictions, reference is made to the successors and assigns of the Transferor, it shall mean the successors in title, the owner and owners for the time being, of the Lands owned by the Transferor.

(d) Time Limitations

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

SCHEDULE “Y”: NOTICE AND WARNING CLAUSES

The Owner covenants and agrees to include the following clauses in every Purchase and Sale Agreement for each lot in the subdivision:

Postal Service

Purchasers are advised that door-to-door postal service will not be available within this plan of subdivision. Purchasers are advised that a community super mailbox or group mail box will be located on the boulevard within the road allowance area adjacent to lot 1 as per Schedule “Z”.

Fencing

Purchasers are advised that a chain link/wooden/concrete fence is located along the side/rear lot line of the aforementioned lots and that the fencing shall not be altered or removed. Purchasers are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state of repair that portion of the fencing that is situated along the side/rear lot line. Purchasers are advised that a privacy fence is located on the lot and that the fencing shall not be altered or removed. Purchasers are advised that it will be the duty and obligation of the owner of the lot to maintain in a good state or repair that portion of the privacy fence that is located on the lot.

Catchbasin

Purchasers are advised that a catchbasin and associated leads have been installed in the rear yard of the lot and that it will be the responsibility of the owner of the lot to maintain in a good state of repair the catchbasin and leads and to maintain them in a functioning capacity and free and clear of all obstructions. Purchasers acknowledge that the catchbasin is designed to accept drainage from the lot and adjacent lots and that the grading will not be altered in any way in which will adversely affect the drainage pattern of the surrounding lots.

Right of Entry

Purchasers are advised that various provisions of the subdivision agreement provide that the Township shall be entitled to enter onto the lands within the plan of subdivision in order to carry out various inspections, repair and maintenance activities.

Obstructions on Public Highways

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

Grading

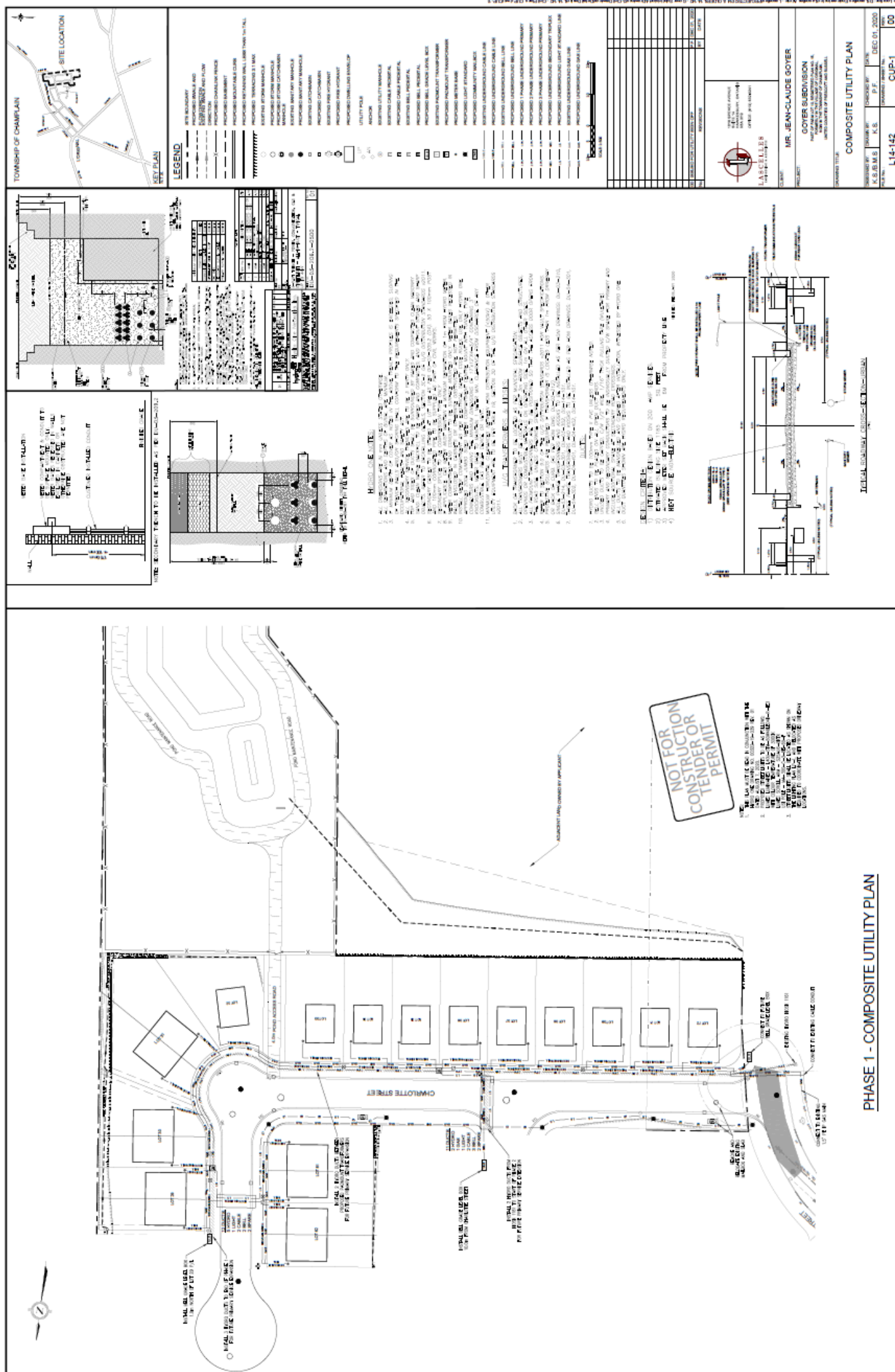
Purchasers are advised that the Township has reserved the right to amend the provisions and details of the lot grading plans filed with the subdivision agreement and that such amendments may result in alterations to features in said plans or the additions or other features, including, but not limited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

Storm Water Management Facilities

Purchasers are advised that storm water management facilities, including drainage features (“Drainage Features”) and storm water management ponds (“SWM Ponds”), will be included within this plan of subdivision. Purchasers are specifically advised that:

- Water levels in SWM Ponds and Drainage Features may fluctuate rapidly and without warning at any time of year;
- SWM Ponds and Drainage Features are not safe for swimming by persons or their pets and such use is strictly prohibited;
- Ice conditions on SWM Ponds and Drainage Features are not safe for pedestrians, vehicles, or skating and such use is strictly prohibited;
- SWM Ponds and Drainage Features are not fenced;
- Caution should be exercised to ensure children do not approach or enter SWM Ponds or Drainage Features;
- Failure to properly supervise children in the vicinity of SWM Ponds or Drainage Features may lead to accidental drowning.

SCHEDULE “Z”: CANADA POST / COMMUNITY MAILBOX



The original can be viewed at the Corporation of the Township of Champlain at the following address:
948 Pleasant Corner Road East, Vankleek Hill, Ontario, K0B 1R0