

APPENDIX B
TYPICAL AGREEMENTS

1. Typical Site Plan Agreement
2. Typical Subdivision Agreement

SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this day of _____, 20__.

BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE,
(hereinafter called the "Corporation"),

OF THE FIRST PART

-and-

XYZ DEVELOPMENTS INC.
(hereinafter called the "Owner"),

OF THE SECOND PART

WHEREAS the Corporation has enacted a By-law designating the lands described in Schedule "A" hereto annexed, (hereinafter the "Subject Lands") as a Site Plan Control Area pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (hereinafter the "Act");

AND WHEREAS the Owner is the registered owner of the Subject Lands and has applied to Site Plan Approval pursuant to the Act;

AND WHEREAS Council of the Corporation has approved the site plans submitted by the Developer subject to certain conditions in accordance with the provisions of the Act which approval is evidenced by the authorization and execution of this Agreement;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. The Parties warrant that the recitals hereto are true and agree that the same are incorporated into this agreement as though repeated herein.
2. The Owner agrees to provide and maintain, for the life of the development at the Owner's entire expense and to the Corporation's entire satisfaction, all buildings, sidewalks, driveways, parking facilities, buffering, landscaping, lighting, fencing, grading, drainage, stormwater management, road improvements, any necessary service connections, easements and other related items in accordance with drawings listed in Schedule "B" to this agreement ("Approved Drawings") and the Corporation's Development Manual as revised _____, 20____.
3. The Owner agrees to satisfy each of the terms and conditions set forth in Schedule "C" to this agreement.
4. The Owner shall convey or dedicate, upon demand without cost and free of encumbrances, any and all easements, grants, conveyances and reserves as may be required by the Corporation, Hydro One, Bell Canada and Union Gas in, through, over and under the Subject Lands and as may be required for drainage purposes, sewers, hydro, gas, watermains and telephone.
5. The fees, expenses and charges of the Corporation for the preparation and enforcement of this Agreement shall be payable by the Owner to the Corporation upon demand.
6. All works required herein, unless otherwise stated, shall be completed within one hundred and eighty (180) days of the date of execution of this Agreement, provided however, that the said completion date may be extended with the approval of the Corporation. The granting of an extension shall be in the sole discretion of the Corporation and will be conditional upon the recalculation of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement. In this paragraph recalculation means the addition of a simple interest charge based on the average annual rate of debentures issued by the Corporation in the one year period to the terminal date being so extended.

7. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at the Owner's sole risk and expense to the satisfaction of the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended shall apply.

If any matter or thing required to be done by this Agreement is in default and such default continues, in addition to other remedies available to it, the Corporation may direct that such matter or thing be done at the expense of the Owner and the Corporation may recover the expense incurred in doing it through municipal taxes and the Owner hereby authorizes the Corporation to enter upon the said land to do such matters or things.

8. This Agreement shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Owner from time to time of the Subject Lands. This Agreement may be amended at any time with the consent of the Corporation and the registered Owner of the Subject Lands at the time of such amendment.
9. If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. The Owner agrees to pay all municipal taxes pertaining to the Subject Lands in full at the execution of the Agreement.
11. The Owner hereby consents to the registration of this Agreement on the title of the Subject Lands.
12. This Agreement shall enure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS THEREOF the said parties hereto have hereunto affixed their signatures and corporate seals attested to by the hands of their property officers, duly authorized in that behalf.

XYZ DEVELOPMENTS INC.

per: _____
President

I have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
LAKESHORE**

per: _____
Mayor

per: _____
Clerk

We have authority to bind the Corporation.

SCHEDULE "A"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND XYZ DEVELOPMENTS INC.

LEGAL DESCRIPTION

LAND TITLES DIVISION OF ESSEX (12)

SCHEDULE

SCHEDULE "B"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND XYZ DEVELOPMENTS INC.

APPROVED DRAWINGS

Drawing No.	Title	Author	Date

SCHEDULE

SCHEDULE "C"
TO SITE PLAN AGREEMENT BETWEEN THE TOWN OF LAKESHORE
AND INC.

TERMS AND CONDITIONS

Lot Grading Plan

1. The Owner shall submit to the satisfaction of the Corporation's Chief Building Official, a lot grading plan covering the Subject Lands for the Chief Building Official's approval prior to the issuance of any building permits. The owner shall ensure that the drainage of the Subject Lands shall not affect adjacent properties.

Signs

2. All signs proposed to be erected or placed on the Subject Lands shall comply with the Corporation's Sign By-law.

On-Site Traffic Signage

3. The Owner shall provide on-site traffic signage and pavement markings to the satisfaction of the Corporation.

Dirt and Debris

4. The Owner shall keep the public highways adjacent to the Subject Lands free from dirt and debris from the demolition and construction processes.

Repair of Highway

5. Any curbs, gutters, pavements or landscaped areas on the public highway that are damaged during demolition or construction on the Subject Lands shall be restored by the Owner at the Owner's expense and to the satisfaction of the Corporation.

Driveway Approaches and Parking Areas

6. The Owner shall construct driveway approaches in such manner, widths and location as approved by the Corporation and the County of Essex.

Driveway/Access Permits

7. The Owner shall obtain an access permit for driveway approaches where necessary.

Lighting

8. The Owner shall provide a lighting plan of all the parking area and buildings as shown on the Approved Drawings as approved by the Engineering Department. Lights used for the aforementioned illumination shall be arranged so as to divert the light away from adjacent properties.

Parking

9. The Owner shall provide adequate on-site parking in accordance with the Corporation's Zoning By-law, as amended, and as shown on the Approved Drawings.

Landscaping

10. The Owner shall install and maintain all landscaping features shown on the Approved Drawings and as approved by the Chief Building Official.

Fire Protection

11. The Owner shall, if required by the Building Code, provide a water supply for fire fighting purposes in accordance with the Insurance Service Office Guidelines and Tables and to the satisfaction of the Corporation's Fire Chief and Chief Building Official.

Hydrants

12. Any hydrant situated within the road allowance is the property of the Town and shall be maintained by it. The Town shall maintain any Town-owned hydrants located on private property. Hydrants owned and paid for by any persons other than the Town and located on private property shall be maintained by such persons in accordance with the Town of Lakeshore By-law 136-2009.

Storm Water Management

13. The Owner shall provide a stormwater management report for internal drainage of the Subject Land to the satisfaction of the Engineering Department.
14. The Owner shall maintain (grade and keep groomed) the undeveloped portions of the Subject Lands.
15. In keeping with the requirements of the Ministry of Environment, in an effort to improve the quality of storm water runoff, the Owner shall equip all catch basins shown on the Approved Drawings with filter cloth inserts during the construction period.

Existing Watercourses and Natural Land Drainage

16. The Owner shall not block, abandon or otherwise alter natural watercourses during the course of construction of this development unless approved by the Corporation. No natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

Drainage

17. The Owner shall meet any drainage requirements that the Essex Region Conservation Authority may have with respect to development of the Subject Lands.

As-Built Drawings

18. The Owner agrees to ensure that the "as-built" site servicing and landscaping drawings for each property be forwarded in digital format, to be AutoCad compatible, to the Town of Lakeshore.

Development Charges

19. The Owner shall pay to the Corporation on the issuance of a building permit, the appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

Financial Security

20. Upon execution of this agreement, the Owner shall provide cash or a certified cheque in the amount of \$5,000 as security for the performance of the Owner's obligations under this agreement. The Corporation may draw upon this security to complete any obligation imposed by this agreement that the Owner fails to complete. Once all of the works required by this agreement are completed to the satisfaction of the Corporation, any unused balance of the said \$5,000 shall be returned to the Owner, without interest, upon request.

TOWN OF LAKESHORE
SUBDIVISION AGREEMENT

(XYZ Estates)

THIS AGREEMENT made (in triplicate) this th day of January, 2013.

BETWEEN:

THE CORPORATION OF THE TOWN OF LAKESHORE,
(hereinafter referred to as "Lakeshore"),

OF THE FIRST PART

-and-

XYZ DEVELOPMENTS INC.,
(hereinafter referred to as the "Owner"),

OF THE SECOND PART

WHEREAS the Owner has received Draft Plan Approval with Conditions to create (File No.: 37-T _____) to create **** single unit dwelling lots (hereinafter referred to as the "Development") on the lands described in Schedule "A" attached hereto and forming part of this Agreement (hereinafter referred to as the "Subject Lands");

AND WHEREAS the Development consists of ***** residential lots for detached single unit dwellings to be configured in the manner shown on Draft Plan ***** (hereinafter referred to as the "Plan");

AND WHEREAS the Conditions of the aforementioned Draft Plan Approval require that the Owner enter into this Agreement for the provision of services for the Development and to satisfy all other requirements of the Town, financial and otherwise, related to the Development;

AND WHEREAS Lakeshore has certain design criteria that the Owner's construction and installation of services must meet or exceed. Lakeshore's design criteria are contained in its Development Manual, current as of the date first mentioned above (hereinafter referred to as the "Development Manual");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid premises and in consideration of the sum of Five (\$5.00) Dollars now paid by the Owner to Lakeshore, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

Definitions

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

- (a) "Agreement" means this subdivision agreement;
- (b) "Approval" means draft plan approval under the Planning Act;
- (c) "Engineer" means the Owner's consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
- (d) "Final Approval" means approval for the final plan of subdivision under the Planning Act;
- (e) "Planning Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;
- (f) "Specifications" means those specifications contained in the Development Manual;
- (g) "Works" means all services to be constructed pursuant to this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore.

Lands Affected

- 1.2 This Agreement applies to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

Scope

- 1.3 This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.

GENERAL CONDITIONS

Cost of Works

- 2.1 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

Consulting Engineer

2.2 The Owner shall employ at its sole expense a Professional Engineer registered under the *Professional Engineers' Act* of Ontario (hereinafter called the "Engineer").

The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all necessary engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Specifications. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with its Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Specifications prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, engineering drawings for the Works;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.

Lakeshore's Review and Inspection

2.3 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:

- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
- b) supervising the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

Prior to Commencement of Construction

- 2.4 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the Specifications and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute discretion require.

Contractor for Construction of Works

- 2.5 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not be unreasonably withheld. The contract(s) shall provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the Specifications or that may result in the Works or any part thereof being unsatisfactory to the Lakeshore.

Approval of Plans

- 2.6 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, ERCA and any other government approvals have been received.

Installation

- 2.7 The Works shall be constructed and/or installed in accordance with the plans and specifications approved pursuant to section 2.6, above, the Specifications, this Agreement and all applicable law.

Inspection of Work

- 2.8 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner but if, in the opinion of Lakeshore, no such unacceptable work is found by such investigations, the said costs shall be borne by Lakeshore.

Sewer Video Inspection Program

- 2.9 The Owner covenants and agrees to:
- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Director of Engineering and Infrastructure Services prior to the video inspection being undertaken;
 - (b) provide Lakeshore with video tapes and written reports in a format as specified by Lakeshore;
 - (c) carry out the video inspection:
 - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
 - ii. prior to Assumption of the applicable works; and
 - iii. at any other time if required by Lakeshore's Director of Engineering and Infrastructure Services.
 - (d) remove all silt and debris from the storm and sanitary sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the written report or as may be identified by Lakeshore during its review of the video.

Specifications and Materials

- 2.10 All work or detail required for the completion of the Works shall adhere to the Specifications.

- 2.11 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this agreement and in accordance with the Specifications and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.
- 2.12 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Specifications.
- 2.13 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.12. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

Right-of-Way Damage

- 2.14 The Owner agrees to reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

Damage to Pavement

- 2.15 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

Dirt and Debris

- 2.16 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.
- (b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.16(a), above. Should the Owner fail to comply with the requirements of section 2.16(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

Topsoil

- 2.17 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

Specific Requirements

- 2.18 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

Taxes Etc.

- 2.19 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

Municipal Street Numbers

- 2.20 The Owner shall request from Lakeshore allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.

School Board Issues

- 2.21 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

“There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a guarantee of its future availability and bussing may be required due to future circumstances.”

Development Charges

- 2.22 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore's Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

NOTE: The Corporation of the Town of Lakeshore has passed a by-law under the *Development Charges Act, 1997* that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore's development charges by-law is not registered on title but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at www.lakeshore.ca.

Costs

2.23 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Development and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for the approval of a Plan of Subdivision is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand.

Applicable Laws

2.24 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

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

filed by the Owner under this Agreement in order to recover its costs incurred in this regard.

- 2.25 The Owner shall immediately advise Lakeshore and the Ministry of the Environment should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment.

Phasing

- 2.26 Servicing of the Development shall be phased in accordance with the Phasing Plan attached as Schedule “D”.

SPECIFIC WORKS

Sewers

- 3.1 The Owner agrees to construct a complete sanitary and storm sewer system or systems, including private sanitary and storm connections to the lot lines as well as catch basins, leads and subdrains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Specifications. No construction of the above-mentioned systems shall take place without a Certificate of Approval issued by the Ministry of the Environment.
- 3.2 Lakeshore agrees to allocate sanitary sewage treatment capacity for the Plan to a maximum of ***** single unit detached dwellings and as outlined in Schedule “C” of this Agreement. The Owner acknowledges and agrees that Lakeshore may, in its sole discretion, withdraw the aforementioned treatment capacity allocation and redirect it if the Owner fails to complete the Works, in accordance with the terms and conditions of this Agreement, within **(two years)** of the execution of this agreement.

Watermains

- 3.3 The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots on the Plan in accordance to designs approved by Lakeshore and in accordance with the Specifications. No construction of the above-mentioned water mains shall take place without the necessary approvals from the Ministry of the Environment or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of the Environment’s “Form 1 – Record of Watermains Authorized as a Future Expansion” completed and submitted by the Engineer.

Oversizing

- 3.4 If Lakeshore deems necessary, the Owner agrees to oversize the sanitary sewer, storm sewer and water main systems within the Subject Lands to service additional downstream lands according to the design approved by Lakeshore and the Specifications.

Conservation Authority Requirements

- 3.5 If the Subject Lands are within an area regulated by the Essex Region Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Essex Region Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule "C" attached hereto and forming part of this Agreement.

Electrical Services & Utilities

- 3.6 The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots and a street lighting system all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.7 The Owner agrees to co-ordinate the underground installation of any telephone cable, television cable, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.
- 3.8 The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

Roadways, Curbs and Gutters

- 3.9 The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Specifications.

Noise and Vibration

- 3.10 The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

Drainage

- 3.11 The Owner agrees to:
- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Development;
 - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of the Environment and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
 - (c) the stormwater management works associated with this plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.12 The Owner shall require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.
- 3.13 The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Essex Region Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.

Tree Planting

- 3.14 The Owner agrees to pay Lakeshore the amount of \$ _____ per tree, being the sum of \$_____ which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said fees have been paid, in accordance with the Specifications. The number of trees to be planted shall be determined as follows:
- (a) Single Family Residential Lots: 1-60mm caliper tree per lot;

- (b) Semi-detached Residential Lots: 1-60mm caliper tree per unit; and
- (c) Townhouse Residential Lots: 3-60mm caliper trees per 4 units.

Parkland Dedication

- 3.15 The Owner agrees to provide cash on a per unit basis in lieu of parkland as set out in Schedule “C” and “E” attached to and forming part of this Agreement.

Boulevards

- 3.16 The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

Sediment and Erosion Plan

- 3.17 The Owner agrees to implement the approved Sediment and Erosion Plan entitled ***** prepared by ***** and dated *****.

Landscape Plan

- 3.18 The Owner agrees to implement the approved Landscape Plan entitled ***** prepared by ***** and dated *****.

REQUIRED CONVEYANCES

- 4.1 The Owner shall gratuitously dedicate as public highways all road allowances shown on the Plan and shall name all such road allowances in a manner satisfactory to Lakeshore.
- 4.2 The Owner shall convey, without cost and free of all encumbrances, all 0.3 metre reserves shown on the Plan to Lakeshore.
- 4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Ac, 2001* and O.Reg. 119/03, both as amended.
- 4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, Bell Canada, Cable TV, Union Gas and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable tv, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these

shall be made at the option of the applicable utility provider, and at the expense of the Owner.

- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan, that contain, or will contain, the storm water management works.
- 4.6 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5 shall be completed immediately upon Final Approval and registration of the Plan.

ACCEPTANCE OF WORKS

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.
- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.9 and test results of the material testing company referred to in paragraph 2.12 and 2.13 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.2 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Specifications.
- 5.4 Forty-five (45) days after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.
- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Specifications.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether

they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.

- 5.8 The final coat of asphalt shall be placed no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.

MAINTENANCE PERIOD AND SECURITY

- 6.1 The maintenance period shall run for a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire until the final surface asphalt has been completed. During this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore cash, a subdivision bond or an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.
- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

ASSUMPTION OF PLAN OF SUBDIVISION

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.9, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Department of Engineering and Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Director of Engineering and Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.

- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Director of Engineering and Infrastructure Services to complete his report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law Assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed.

INDEMNITIES AND INSURANCE

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.
- 8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Lien Act*, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.

BUILDING PERMITS

- 9.1 The Owner agrees:
- (a) that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has accepted the Works in accordance with the requirements of this Agreement;
 - (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten

percent (rounded upward) of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:

- i. the base coat of asphalt has been installed, to the satisfaction of the Director of Engineering and Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
- ii. all works necessary to meet the Railway requirements have been installed if the model home is within 300 metres of a Railway right-of-way;
- iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
- iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
- v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
- vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

PERFORMANCE SECURITIES

10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit or subdivision bond as security for the Owner's performance of its obligations under this agreement. The said letter of credit or subdivision bond shall be in a form acceptable to Lakeshore and shall be in an amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner's Consulting Engineer shall provide an estimate of the value of the Works that, subject to the Lakeshore's right to verify and approve the said estimate, shall be used to establish the amount of the securities.

10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited

with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.

- 10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

ADMINISTRATION

Registration of Plan

- 11.1 The Owner covenants and agrees to register the Plan as soon as possible upon receiving Final Approval.

Inhibiting Order

- 11.2 The Owner covenants and agrees to present an application for an order inhibiting any dealings with the Subject Lands to the applicable Land Registrar immediately following the registration of the Plan. The Owner covenants to do nothing that will affect the registered title of the Subject Lands until the inhibiting order is entered against title to the Lands. The Owner acknowledges that Lakeshore shall not be obligated to register any documents in compliance with the inhibiting order or to apply to have the inhibiting order removed from title until the Owner has supplied all documents in compliance with this agreement in registrable form to Lakeshore and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Subject Lands have been registered against title to the Subject Lands.

Notices

- 11.3 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

XYZ Inc.
Attn:

Facsimile:

or such other address or facsimile number of which the Owner has notified Lakeshore's Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

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

The Corporation of the Town of Lakeshore

Attention: Clerk
419 Notre Dame,
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530

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

Registration of Agreement

- 11.4 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered upon title to the Subject Lands. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

Postponement and Subordination

- 11.5 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

Enforcement

- 11.6 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
- 11.7 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied.

11.8 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within one year of the date of execution of this Agreement, or, having commenced the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Specifications and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

Time Limit for Completion

11.9 If the Works are not completed within three (3) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion.

Other Applicable Laws

11.10 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations

established by any other governmental body that may have jurisdiction over the Subject Lands.

Interpretation of Agreement

- 11.11 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

Waiver

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

Lakeshore as Agent of Owner

- 11.13 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

Governing Law

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

Successors & Assigns

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

Recitals

11.16 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

List of Schedules

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

SCHEDULE "A": Subject Lands

SCHEDULE "B": Plan of Subdivision

SCHEDULE "C": Specific Requirements

SCHEDULE "D" Phasing Plan

SCHEDULE "E": Summary of Required Financial Payments, Guarantees and Insurance

SCHEDULE "F": Summary of Required Conveyances

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures or their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively as the case may be.

SIGNED, SEALED AND DELIVERED

)
)
) **XYZ DEVELOPMENTS INC.**
)
)
) per: _____
)
) I have authority to bind the Corporation
)
)
) **THE CORPORATION OF THE TOWN OF**
) **LAKESHORE**
)
)
) per: _____
) Mayor
)
)
) per: _____
) Clerk
) We have authority to bind the Corporation

SAMPLE

SCHEDULE "A"

to a

SUBDIVISION AGREEMENT dated *****

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

Subject Lands

SAMPLE

SCHEDULE "B"

to a

SUBDIVISION AGREEMENT dated *****

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

Plan

SAMPLE

SCHEDULE "C"

to a
SUBDIVISION AGREEMENT dated *****
B E T W E E N:
THE CORPORATION OF THE TOWN OF LAKESHORE
-and-

Specific Requirements

Storm Water Management

- C.1 The Owner agrees to implement the approved Storm Water Management Plan entitled ***** prepared by ***** and dated *****, including any changes to the said plan that are made as a result of the approval process, to the satisfaction of Lakeshore and the Essex Region Conservation Authority.

Grading

- C.2 The Owner agrees to grade all lands including parklands and stormwater management lands in accordance with the approved Grading Plan entitled ***** prepared by ***** and dated *****.

Phasing

- C.3 The Owner agrees that this Agreement pertains only to phases ***** as depicted on the Plan.

Cash-in-Lieu of Parkland

- C.4 The Owner agrees to pay cash-in-lieu of parkland fee for this development in the amount of \$ per lot.

Railway Vibration Mitigation

- C.5 The Owner agrees to mitigate railway vibration impacts on the Development by implementing the recommendations contained in the Railway Vibration Analysis Report prepared by *****, and dated *****.

Railway Noise Mitigation

- C.6 The Owner agrees to mitigate railway noise impacts on the Development by implementing the recommendations contained in the Environmental Noise Assessment prepared by *****, as revised *****.

Easement Conveyance

- C.7 Immediately upon the registration of this Agreement, the Owner agrees to, gratuitously and free of encumbrance, convey an easement across the rear portion of *****, both inclusive, on the Plan to provide access for the inspection of the noise abatement measures.

Sidewalks

- C.8 The Owner agrees to construct sidewalks in the Development in compliance with the criteria contained in the Development Manual and to Lakeshore's satisfaction. The sidewalks shall be constructed at the same time as roads and underground services in accordance with option #1 of section 5.3 of the Development Manual.

SCHEDULE "D"

to a

SUBDIVISION AGREEMENT dated *****

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

Phasing Plan

SAMPLE

SCHEDULE "E"

to a
SUBDIVISION AGREEMENT dated *****
B E T W E E N:
THE CORPORATION OF THE TOWN OF LAKESHORE
-and-

Summary of Required Financial Payments, Guarantees and Insurance

OBLIGATION	AMOUNT	METHOD*	DUE DATE
Performance Guarantee	50% of Value of Works	Letter of Credit / Subdivision Bond	Prior to Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to Construction
Lakeshore's Costs Including Engineering, Planning, Legal Fees	As per Tarrif of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	(Insert total at \$ per lot)	Certified Cheque / Bank Draft	Execution of Agreement
Cash-in-Lieu of Parkland	\$ per dwelling	Certified Cheque / Bank Draft	Execution of Agreement
Maintenance Guarantee	25% of Value of Works	Letter of Credit / Subdivision Bond	Acceptance of Services by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to Construction

* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.

SCHEDULE "F"

to a

SUBDIVISION AGREEMENT dated December 13, 2011

B E T W E E N:

THE CORPORATION OF THE TOWN OF LAKESHORE

-and-

Summary of Required Conveyances

Lands to be Conveyed:

- 0.3 metre Reserves
- Parks
- Storm Water Facilities

Easements to be Conveyed:

SAMPLE