

C O R P O R A T I O N
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. XXXX-12

Niagara-on-the-Green, Phase 3 Subdivision

A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT
BETWEEN THE CORPORATIONS OF THE TOWN OF NIAGARA-
ON-THE-LAKE, NIAGARA-ON-THE-GREEN PROPERTIES INC.
AND ROYAL BANK CANADA

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated the XX day of October 2012 between the Corporation of the Town of Niagara-on-the-Lake and Niagara-on-the-Green Properties and Royal Bank Canada and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.
4. THAT By-Law 4565-12 dated 25th day of June 2012 is hereby rescinded.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS XX DAY OF
OCTOBER 2012**

LORD MAYOR, DAVE EKE

TOWN CLERK, HOLLY DOWD

THIS INDENTURE made in triplicates this XX day of October, 2012.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART,

-And- NIAGARA-ON-THE-GREEN PROPERTIES INC.
(Hereinafter called the 'Developer')

OF THE SECOND PART,

-And- ROYAL BANK CANADA
(Hereinafter called the 'Mortgagee')

OF THE THIRD PART,

WHEREAS the Developer is the Owner of the lands in the Town of Niagara-on-the-Lake described in Schedule A attached hereto, and has applied to the Town of Niagara-on-the-Lake for approval of a Subdivider's Agreement for the purpose of registering the same in the Land Titles Office for Niagara North;

AND WHEREAS the Developer has previously entered into a Pre-Servicing Agreement with the Town of Niagara-on-the-Lake dated 25th June 2012 and registered in the Registry Office for the Land Registry Division of Niagara North on the 23rd day of August 2012 as NR307101 which is now superseded by the proposed subdivision agreement;

AND WHEREAS the Town agrees that it will release the Plan for registration subject to the terms and conditions of this Agreement and the conditions of draft plan approval;

AND WHEREAS the Town requires the Developer, before approval of the proposed subdivision agreement, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a subdivision and to agree to the provisions herein contained;

AND WHEREAS this Agreement applies to the "Niagara-on-the-Green, Phase 3", being Block 86 and 87 of Plan 30M-364 in the Town of Niagara-on-the-Lake, prepared by MBTW Watchorn dated April 29, 2011 titled Niagara-on-the-Green Concept Plan 2 and showing 32 on-street townhouse units, 24 quadrplex units, and 50 semi-detached units.

AND WHEREAS this Agreement is an agreement executed under the authority of s. 51(26) of the Planning Act, R.S.O. 1990, c. P.13, as amended, and as such may be registered against title in the Land Titles Office for Niagara North.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said plan of subdivision and, in consideration of the sum

of One Dollar (\$1.00) of lawful money of Canada now paid by the developer to the Town (the receipt thereof is hereby acknowledged), the parties hereto covenant and agree one with the other as follows:

1 DEFINITIONS

In this Agreement: unless there is something in the subject matter or context inconsistent therewith:

- 1.1 'Approved plans' means the required plans as approved by the Town and other government agencies including conservation authorities.
- 1.2 'Assumption of the Subdivision' shall mean the date when all works under the Agreement have been completed, the maintenance period for Public Works has expired, and no other obligations under the Agreement remain outstanding other than as may be specified on the date of assumption.
- 1.3 'Certificate of Completion' means the certificate of completion of all primary, secondary, tertiary services issued by the Director of Public Works, acting reasonably, upon being satisfied that the primary, secondary, tertiary services have been completed.
- 1.4 'Conditions' means the conditions of draft approval for the Draft Plan of Subdivision imposed by the Town in accordance with the requirements of the *Planning Act*, Ontario.
- 1.5 'Developer' includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law.
- 1.6 'Easement' means easements that are to be conveyed to the Town or Region to service the Lands.
- 1.7 'Final approval' means final approval of the Plan for registration given by the Town in accordance with the requirements of the *Planning Act* (Ontario).
- 1.8 'Final Certificate of Approval' means the certificate issued by the Director of Public Works, acting reasonably, upon being satisfied with the completion of the primary, secondary and tertiary services and the completion of all maintenance required during the one (1) year maintenance periods provided for herein.
- 1.9 'Final Plan' means a Plan prepared at the request of the Developer and submitted to the approval authority as a Final Plan suitable for registration. Upon registration the registered plan shall be the final plan for the purposes of this Agreement.
- 1.10 'Highway' means land dedicated as a public highway by the Plan and includes a proposed public highway and proposed road widening shown on the Draft Plan.

- 1.11 'Inspector' means the Inspector appointed by the Town of Niagara-on-the-Lake for the Subdivision and provides inspection services on behalf of the Town.
- 1.12 'Install' shall also mean reinstall, provide, construct, or reconstruct.
- 1.13 'Lands' means all of the lands shown on the Draft Approved Plan and described in Schedule A.
- 1.14 'Primary Services' means road signs, hydro wiring, street lighting, sidewalks (where required as primary services in Schedule C), watermains, sewers, both sanitary and storm, and any pumping station, catch basins or other appurtenances, the base road including base asphalt, curbs and gutters, community mail box pads and lot pre-grading including sodded swales.
- 1.15 'Required Plans' means all of the plans and specifications for all of the works, matters, and things required to be designed, installed, and done by the Developer by this Agreement for the subdivision and development of the Lands, including without limiting the generality of the forgoing, servicing plans, street lighting plans, landscape and fencing plans. Where the subject matter or context of a particular section of this Agreement requires reference to any one of the required plans, it may be referred to by its individual name, e.g. 'required street lighting plans'.
- 1.16 'Secondary Services' means top coat of asphalt, sidewalks (where required as secondary service in Schedule D) and any services not included in 'Primary' or 'Tertiary Services'.
- 1.17 'Street Lighting' means street lighting and park walkway lighting system which includes all poles, standards, arms, lights, fixtures, wires, ducts and related equipments that are necessary for the safe illumination of the roadway, boulevard, park and walkway to the Town requirements.
- 1.18 'Surveyor' means an Ontario Land Surveyor.
- 1.19 'The Engineer' shall refer to the Developer's Consulting Engineer.
- 1.20 'The Land' means the property shown in Schedule A.
- 1.21 'Tertiary Services' means those services or lot improvements that must be carried out as the buildings on each individual lot are completed and including tree planting, curb cut, driveway paving on the road allowance, final lot grading and sodding of boulevards.

2 ORGANIZATION OF AN AGREEMENT

- 2.1 This Agreement shall define the obligations and duties of the Developer with respect to the plan of subdivision of the Lands, and without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the public works to be provided and payments required to be made to the Town and such other matters as are more specifically set

out herein and shall further define the responsibilities of the Developer related to the acceptance and assumption of the said plan of subdivision.

- 2.2 All Schedules attached hereto shall form part of this Agreement and shall have the same force and effect as if the information on them were contained in the body of this agreement.

3 PRECONDITIONS TO THE SIGNATURE OF THE AGREEMENT BY THE TOWN

- 3.1 That the owner agrees in the subdivision agreement that any outstanding taxes will be paid prior to the registration of the final plan.
- 3.2 The Developer covenants and agrees to commute and pay, upon execution of this Agreement, all designated charges, local improvement charges, and imposed rates now assessed and levied upon the Land, including but not limited to levies under the *Local Improvement Act*, *Ontario Water Resources Act*, *Public Utilities Act*, *Drainage Act*, and the *Municipal Act, 2001*, and any other special levies or charge against the property, save and except development charges.
- 3.3 The Developer shall prepare cost estimates for the construction of all Primary, Secondary and Tertiary off-site and on-site services and working days upon which the calculation for inspections, letters of credit and security deposits shall be based.
- 3.4 That the owner enter into one or more agreements with the Town of Niagara-on-the-Lake agreeing to satisfy all requirements, financial, and otherwise, of the Municipality including the provisions of services, roads, signage, drainage, urban design, street trees and sidewalks. The agreement shall also specifically prohibit development on the lands, save and except for model homes until such time as sanitary sewers can be adequately provided. The developer is also advised that the subdivision agreement will contain provisions with regard to Canada Post's requirements for locations within the municipal road allowance for centralized mailboxes to be provided at the developer's expense and that the final plan will identify mailbox location which location is to be approved by the Town Public Works Department and that Niagara-on-the-Lake Hydro requires a separate agreement for servicing.
- 3.5 That the subdivision agreement between the owner and the Town of Niagara-on-the-Lake be registered by the Municipality against the lands to which it applies, pursuant to the provisions of the *Planning Act*.
- 3.6 That the owner grants to the Municipality any required easements for services or utilities.
- 3.7 That if final approval is not given to this plan within three (3) years of the draft approval date and no extensions have been granted draft approval shall lapse. If the owner wishes an extension to the draft approval, a written

explanation with reasons why the extension is required must be received by the Town prior to the lapsing date.

- 3.8 That the public roads within the development be named to the satisfaction of the Town of Niagara-on-the-Lake.
- 3.9 The Developer further covenants and agrees to submit a Final Plan of Subdivision for registration.
- 3.10 That within 60 days of draft plan approval, the owner acknowledge to the Niagara Region Public Works Department (Development Services Division) that draft approval of this subdivision does not include a commitment of servicing allocation by the Niagara Region as this servicing allocation will be assigned at the time of final approval of the subdivision for registration purposes, and any pre-servicing will be at the sole risk and responsibility of the owner / developer.
- 3.11 That within 60 days of draft plan approval, the owner shall provide the Niagara Region Public Works Department (Development Services Division) with a written undertaking that all offers and agreements of purchase and sale, which may be negotiated prior to registration of this subdivision, shall contain a clause clearly indicating that a servicing allocation for this subdivision will not be assigned until the plan is granted final approval for registration, and a similar clause be inserted in the subdivision agreement between the owner and the Town.
- 3.12 Prior to final approval for registration, a copy of the executed subdivision agreement for the proposed development should be submitted to the Niagara Region Public Works Department (Development Services Division) for verification that the appropriate clauses pertaining to any of these of the Niagara region have been included.
- 3.13 Prior to granting final plan approval, the Town of Niagara-on-the-Lake must be in receipt of written confirmation that the requirements of each condition have been met and that all fees have been paid to the satisfaction of the Niagara Region.

4 PRECONDITIONS FOR CONSTRUCTION OF SERVICES

Before any work is commenced:

- 4.1 The Developer hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise arising before the issuance of the Final Certificate of Approval and during the maintenance period, in connection with the work required to be done herein by the Developers, contractors, servants or agents.

- 4.2 The Developer shall supply the Town with a liability insurance policy in the amount of \$5,000,000.00 in a form satisfactory to the Town, indemnifying the Town from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Developer of the plan of subdivision. The said policy shall specifically refer to all work to be undertaken by the Developer or its agents on public road allowances. The policy shall be maintained in full force and effect until the Town assumes the plan of subdivision. In the event any renewal premium is not paid, the Town, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Developer agrees to pay the cost of such renewal or renewals within fourteen (14) days of the account therefore being rendered by the Town. The Developer covenants and agrees that the Town reserves the right to draw on and use the proceeds from the Letter(s) of Credit filed for the Agreement to make such payment if payment is not provided as requested.
- 4.3 The Developer shall submit satisfactory evidence that the contractor is qualified, experienced and has the equipment to successfully complete the works.
- 4.4 The Developer shall ensure that the contractor's bond guarantees the completion of the works and the maintenance thereof for a period of one (1) year from the completion of such works.
- 4.5 The Developer shall employ a professional engineer, approved by the Director of Public Works, to carry out the engineering services required herein to the Town's design criteria and standards.
- 4.6 All construction plans and supporting reports will be subject to a peer review at the owner's expense.
- 4.7 The owner will be required to provide the following to establish the appropriate security deposits:
 - 4.7.1 Cost of all on-site works;
 - 4.7.2 Number of working days required to complete the proposed works.
- 4.8 The Developer shall submit design drawings for the water, sanitary sewer and storm drainage systems required to service this development be submitted to the Regional Public Works Department (Development Services Division) for review and approval.
- 4.9 Prior to construction, to provide detailed grading, storm servicing, and construction sediment control drawings to the Niagara Peninsula Conservation Authority for review and approval.
- 4.10 That the subdivision agreement between the owner and the Town of Niagara-on-the-Lake contain a provision noting that no landscaping, signs or fences will be permitted on the Region's Right-Of-Way.

- 4.11 That the owner deed to the Niagara Region a 0.3m (1.0 ft) reserve (Block 38 on the draft plan) across the entire length of the subdivision land abutting Glendale Avenue (Regional Road 89) to preclude access to the roadway.
- 4.12 That prior to approval of the final plan or any on-site grading, the owner shall submit to the Regional Public Works (Development Services Division) Department for review and approval two (2) copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of the Environment documents entitled *Stormwater Management Planning and Design Manual*, March 2003 and *Stormwater Guidelines for New Development Quality*, May 1991:
- 4.12.1 Detailed lot grading, servicing and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and,
- 4.12.2 Detailed erosion and sedimentation control plans.
- Note:** The region will request that the Niagara Peninsula Conservation Authority review the stormwater management and other related plans on the region's behalf and submit comments to the regional public works (development services division) department regarding the approval of these plans and the subsequent clearance of related conditions by regional staff.
- A lot grading plan is to be submitted to Public Works for approval.
- 4.13 Prior to final approval, a copy of the lot grading and drainage plan showing existing and final grades must be submitted to Hydro One Networks Inc. [HONI] in triplicate for review and approval.
- 4.14 Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the right-of-way. During construction, there will be no storage of materials or mounding of earth, snow or other debris on the right-of-way.
- 4.15 Permanent fencing must be erected where subdivision lots directly abuts HONI easements at the developers expense.
- 4.16 The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer.
- 4.17 The easement rights of HONI and its legal predecessors are to be protected and maintained.
- 4.18 The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of the gas lines.

- 4.19 It is understood that the natural gas distribution system will be installed within the proposed common element. In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc.
- 4.20 The individual lot grading plans, submitted at building permit application stage, must be prepared by the Developer's design consultant to accommodate the specific house design and topography.
- 4.21 That prior to final approval for registration of this plan, the owner shall obtain Ministry of the Environment Certificates of Approval to the satisfaction fo the Regional Public Works (Development Services Division) Department and the Town's Public Works Department for the necessary servicing (watermains, sanitary sewers and storm drainage system) for this development. *Note:* Any new storm sewer outlet to a creek or storm water management scheme designed for quantity control/quality improvement will require direct approval from the Ministry of the Environment (Toronto Office).
- 4.22 That the Owner agrees in the executed subdivision agreement that all offers of purchase and sale agreements include a clause advising the purchase that housing is in proximity to the Niagara College Niagara-on-the-Lake Campus and homes may be rented in part or all to students attending the College.
- 4.23 That prior to final approval a traffic statement be undertaken to the satisfaction of the Region of Niagara with respect to the potential of a left turning lane from Griffiths Gate onto Glendale Avenue including a preliminary design. The Developer shall be responsible for the construction, security and maintenance of all work associated with the provision of the left turning lane from Griffiths Gate to Glendale Avenue.
- 4.24 All roads are to be designed to urban standards.
- 4.25 The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.
- 4.26 All proposed municipal roadways less than 18m ROW (Street B) require an additional 1.5m utility easement as per the Town's standard.
- 4.27 All proposed infrastructure will be subject to Town inspection at the owner's expense.
- 4.28 That the detailed design drawings with calculations for the watermain system, sanitary sewer system and stormwater drainage systems required to service this proposal be submitted to the Town's Public Works Department for its review and approval. That detailed design drawings with calculations for the watermain system be submitted to the Public

Works Department and Fire Department for their reviews and approval and shall include required fire flows and existing system flows.

- 4.29 The Developer shall provide the required fire flows for the proposed development to the satisfaction of the Town Public Works Department and the Town Fire Department. If required, the Developer agrees to construct any necessary system improvements in order to provide adequate water pressure and fire flows.
- 4.30 The Developer shall submit a residential street lighting plan for approval by the Town Public Works Department.
- 4.31 The Developer agrees to submit a streetscape/parking plan to the Town Public Works Department for approval.
- 4.32 The Developer's Engineer shall design all the works covered by the Agreement and further file with the Town a written undertaking, to the effect that he shall do all works, required of him, as per Schedule G to this Agreement.
- 4.33 The Developer agrees that the Town at its discretion may retain the services of an independent Professional Engineer for the purposes of reviewing or approving or carrying out any of the work required pursuant to this Agreement, such engineer shall be paid out of and deducted from the monies held on deposit. Such fees shall be set in accordance with the Schedule of Fees for Consulting Engineer services recommended by the Association of Professional Engineers of Ontario on costs and as identified in Schedule F attached.
- 4.34 That prior to commencing any work, the developer shall confirm that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication / telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the developer shall be required to demonstrate to the Municipality that sufficient alternative communication / telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e. 911 Emergency Services).
- 4.35 The Developer will be required to post with the Town Letters of Credit and cash deposits relating to primary, secondary and tertiary works, plan reviews, site inspections (based on working days), signs and barricades

and road clean up prior to the installations of any services. The amount of securities will be in accordance with the amounts detailed on Schedule F attached with the primary, secondary and tertiary amounts being derived as follows:

4.35.1 Primary Service

Letter of Credit equal to 20% of the estimated costs.

4.35.2 Secondary Services

Letter of Credit equal to 100% of the estimated costs.

4.35.3 Tertiary Services

Letter of Credit equal to 100% of the estimated costs.

- 4.36 The Developer shall provide Letter(s) of Credit which shall be in a form approved by the Town, and the Developer covenants and agrees that the Letter(s) of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter(s) of Credit becomes due or until such time as the Town returns the Letter of Credit in accordance with this Agreement.
- 4.37 The owner will be required to construct a 1.5m concrete sidewalk on all proposed streets.
- 4.38 The Developer hereby covenants and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Developer fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Town may draw on the Letter(s) of Credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- 4.39 The Developer hereby covenants and agrees that the Town reserves the right to draw on and use the proceeds from the Letter(s) of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement.
- 4.40 The Developer further covenants and agrees that, notwithstanding Schedules 'F' to this Agreement, in the event that the Town determines that any reduction in the Letter(s) of Credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the Town will not be obligated to reduce the Letter(s) of Credit as outlined in this Agreement until such time as such work is satisfactorily completed or the Town has sufficient security to ensure that such work will be completed.
- 4.41 The Developer agrees that wherever in this Agreement a Letter(s) of Credit is required to be filed with the Town, the Developer may deposit with the Treasurer, cash or a certified cheque to be cashed, in an amount equal to the Letter(s) of Credit and such deposit shall be held by the Town as

security in accordance with this Agreement provided that no interest shall be payable on any such deposit.

- 4.42 The Developer acknowledges that upon the transfer of Ownership of any of the subject lands to another Developer, the Town will not return any Letter(s) of Credit required under this Agreement until the new Owner files with the Town substitute letters of credit in the required amounts.
- 4.43 The Developer shall provide the following information to the Town Public Works Department in order that appropriate securities can be calculated:
 - 4.43.1 Cost of all on-site and off-site construction.
 - 4.43.2 Number of working days associated with the construction.
- 4.44 That the owner agrees to enter into a separate agreement with Niagara-on-the-Lake Hydro for the provision of hydro services for the development.
- 4.45 The owner further agrees to:
 - 4.45.1 Install a concrete pad in accordance with the requirement of, and in locations to be approved by Canada Post to facilitate the installation of the Community Mail Boxes.
 - 4.45.2 Identify the pads above on the engineering servicing drawings. The pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.
 - 4.45.3 Determine the location of all centralized mail facilities in cooperation with Canada Post and to the location of these sites on appropriate maps, information boards and plans.
- 4.46 Include on all offers of purchase and sale, a statement that advises the prospective purchase:
 - 4.46.1 That business mail delivery will be from a Centralized Mail Box.
 - 4.46.2 That the developers / owners be responsible for officially notifying the purchasers of the centralized Mail Box locations prior to the closing of any sale.
- 4.47 The designated outlet for the subject lands are the existing 200mm diameter sewers on Wright Crescent. However, calculations should be made to confirm sewer capacity within the collection system as the sanitary drainage areas have been revised to suit this proposal.
- 4.48 Easements in favour of the Town will be required on Lots 13, 14, 15 and 16 for the installation and maintainance of the 450mm diameter storm sewer.
- 4.49 The existing storm water management system constructed for Phase 1 and Phase 2 can accommodate this propped development. However, calculations should be made to confirm sewer capacity within the collection system as the storm drainage areas have been revised to suit this proposal.

- 4.50 That prior to final approval for registration of this plan, the owner shall obtain Ministry of the Environment Certificates of Approval under the Transfer of Review Program for the sanitary sewer and the storm drainage system to the satisfaction of the Regional Public Works Department (Development Services Division).
- 4.51 The Owners shall pay cash deposits to erect street name signs and regulatory signs (e.g. stop signs; no exit signs, unassumed road, etc.) to be installed by the Public Works Department in accordance with the amount detailed in Schedule F attached.
- 4.52 That in order to provide Regional curbside waste collection services, the proposed Draft Plan shall comply with the Regional Municipality of Niagara Waste Collection guidelines for minimum road allowance and pavement width for waste collection to collect household waste without the need to reverse.

5 CONSTRUCTION OF SERVICES

- 5.1 The Developer agrees to construct, and to pay the entire cost of such construction and materials required for all of the works referred to in this Agreement and Schedules attached hereto, and in accordance with the conditions and specifications contained in such Schedule. All materials supplied shall be to the specifications and satisfaction of the Director of Public Works.
- 5.2 The Developer agrees to implement the approved stormwater management plan and any erosion and sediment control measures required in accordance with Section 4.9 and 4.12.
- 5.3 All infrastructure works will be constructed to current Town specifications.
- 5.4 Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
- 5.5 That during the construction of development the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris.
- 5.6 The Developer shall be held responsible for the general tidy appearance of the Subdivision until assumption by the Town and shall carry out all weed, cutting and maintenance on all unsold lands and all unassumed road allowances to the satisfaction of the Town.
- 5.7 The Developer shall pre-grade the Subdivision such that all roads, lot corners, rear yard catch basins, swales, high points, and other features shown are in conformity with the approved 'General Grading Plan'.
- 5.8 The Developer shall construct at its expense the Primary Services for the proposed Subdivision in accordance with the terms of Schedule C attached hereto.

- 5.9 The Developer shall construct at its expense all Secondary Services necessary to service the proposed development in accordance with the terms of Schedule D of this Agreement.
- 5.10 The Developer shall construct at its own expense all Tertiary Services necessary to service the proposed development in accordance with Schedule E of this Agreement.
- 5.11 The Developer shall make satisfactory arrangements and where necessary enter into an Agreement, with the telephone company, and where applicable, the gas company and cable company for the installation of these utilities and similar arrangements with any other utility to be installed in the Subdivision.
- 5.12 The Developer shall be requested to enter into an agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed the Developer shall advise the municipality of the arrangement made for such servicing.
- 5.13 All utility services provided with respect to the lands shall be underground.
- 5.14 The Developer shall, as directed by the Public Works Department, ensure that water mains have passed applicable leakage and bacterial testing; sanitary sewer shall also be tested for infiltration and exfiltration. Sanitary and storm sewers shall be flushed and T.V. inspected, to the satisfaction of the Director of Public Works.
- 5.15 Upon completion of the Primary Services to the satisfaction of the Director of Public Works, the Director shall issue a certificate of completion of the Primary Services.

6 INSPECTION

- 6.1 The Developer's Engineer shall:
 - 6.1.1 Supervise and inspect the construction of the works on an as-required basis, including the setting and checking of all lines and grades, and quantity control, prior to, during and after construction.
 - 6.1.2 Arrange a pre-construction meeting and site meetings as required but at least once per month to which the Town shall be invited and for which the Town shall receive forthwith a copy of the minutes.
 - 6.1.3 Arrange for the inspection of works at all stages of construction so that "as built" drawings can be prepared.
- 6.2 All underground infrastructure and public road construction shall be constructed to Town standards and inspected by the Town at the Developer's cost.

7 DEVELOPMENT CHARGES

- 7.1 The Owner agrees to pay to the Corporation of the Town of Niagara-on-the-Lake and the Region of Niagara, all applicable Development Charges in accordance with the current Municipal and Regional By-laws and policies at the time of building permit application.

8 CONDITIONS PRECEDENT TO THE ISSUANCE OF A BUILDING PERMIT

- 8.1 Building permits shall not be issued until the following conditions are met:
- 8.1.1 Completion of Primary Services for the relevant phase of development.
 - 8.1.2 The Developer/Builder shall submit individual lot grading plans prepared by the design Engineer in compliance with the approved 'General Grading Plan'. A cash deposit at the prevailing lot grading deposit rate is required to ensure final grading complies with the approved 'General Grading Plan'. The final grading shall be certified by the design engineer.
 - 8.1.3 Payment of all development charges, including all applicable Municipal and Regional development charges, due and payable at the prevailing rate.
 - 8.1.4 Compliance with the Building Code Act.
 - 8.1.5 Activation of hydrants for the relevant phase of development.
 - 8.1.6 Installation of all applicable street and regulatory signs (including Private Road-Use At Your Own Risk) in the Subdivision to the satisfaction of the Director of Public Works.

9 CONDITIONS PRECEDENT TO THE ASSUMPTION OF PRIMARY SERVICES AND RELEASE OF SECURITY

The primary services shall be assumed upon:

- 9.1 The expiration of one year from the issuance of the Certificate of Completion of Primary Services.
- 9.2 The Developer is responsible for, at its own expense and pending assumption by the Town, repairing and maintaining any works to the standards required by the plans and specifications to the satisfaction of the Director of Public Works.
- 9.3 When written application for the assumption is received by the Director of Public Works, the Town shall have thirty (30) days from the receipt of the request to carry out such inspections as it may consider necessary.
 - 9.3.1 The payments of all financial requirements herein are received.
- 9.4 Upon satisfaction of the foregoing conditions, the deposit or letter of credit for Primary Services shall be returned to the Developer.

10 CONDITIONS PRECEDENT TO THE ASSUMPTION OF SECONDARY SERVICES AND THE RELEASE OF SECURITIES

10.1 INSTALLATION

10.1.1 Secondary Services shall be installed within three (3) years from the date that the first non-conditional building permit was issued for the Subdivision or within thirty (30) days of the issuance of the building permit representing 50% plus one (1) of the homes in the Subdivision. Where such date falls between, the 1st of December and 30th of April, then such services shall be completed by the following 30th of June. Upon completion to the satisfaction of the Director of Public Works, a certificate of completion of Secondary Services will be issued.

10.2 REDUCTION OF LETTERS OF CREDIT

10.2.1 Forty-five (45) days after completion of the Secondary Services to the satisfaction of the Director of Public Works, the Developer may apply to the Town and provided no construction liens are registered the Director of Corporate Services will return the letters of credit for Secondary Services less any costs or expense incurred by the Town to the Developer and shall retain only 10% of the deposit.

10.3 ASSUMPTIONS AND RETURN OF DEPOSIT.

The Secondary Services shall be assumed upon:

10.3.1 The expiration of one (1) year from the certificate of the Director of Public Works that all Secondary Services have been completed.

10.3.2 The completion of such repairs as may be required by the Town to bring the works to the standards set forth in the plans and specifications.

10.3.3 When written application for the assumption is received by the Director of Public Works, The Town shall have thirty (30) days to carry out such inspections.

10.3.4 The payments of all financial requirements herein are received.

10.3.5 Upon satisfaction of the foregoing conditions, the remaining deposit for Secondary Services shall be returned to the Developer.

11 PRECONDITIONS PRECEDENT TO THE ASSUMPTION OF TERTIARY SERVICES AND THE RELEASE OF SECURITY

11.1 INSTALLATION

11.1.1 Tertiary Services shall be installed for each lot within sixty days of the completion of the house upon the said lot or the occupancy of the house, whichever first occurs. Where the commencement

date for the installation of Tertiary Services falls between the 1st of December and the 30th of April, the services shall be installed by the 30th of June next following. Upon completion of 25%, 50%, 75% and 100% of the Tertiary service to the satisfaction of the Director of Public Works, he shall issue a Certificate of Completion of such percentage of the Tertiary Services.

11.2 REDUCTION OF LETTERS OF CREDIT

11.2.1 Forty-five (45) days after issuance of the certificate the completion of 25%, 50%, 75% and 100% of the Tertiary Services, the Developer may apply to the Director of Corporate Services and provided no construction liens are registered, the Town will return the letters of credit for the percentage of work that has been completed and shall retain only 10% of the deposit for such percentage as is completed but shall retain letters of credit and deposits for the remaining Tertiary work.

11.3 ASSUMPTION AND RETURN OF DEPOSIT

The Tertiary Services shall be assumed upon:

- 11.3.1 The expiration of one (1) year from the certificate of the Director of Public Works that 100% of the Tertiary Services have been completed.
- 11.3.2 The completion of such repairs as may be required by the Town to bring the works to the standards set forth in the plans and specifications.
- 11.3.3 When the Director of Public Works receives written application for the assumption, the Town shall have thirty days (30 days) to carry out such inspections.
- 11.3.4 The payment of all financial requirements herein are received.
- 11.3.5 The re-staking of all key points in the Subdivision in accordance with the Surveys Act and Regulations thereunder.
- 11.3.6 The Developers engineer certifying to the Director of Public Works that the grading has been completed in accordance with the approved 'General Grading Plan'.
- 11.3.7 The Developers engineer supplying the Director of Public Works with a set of 'As Constructed Drawings' of all the works in a reproducible form satisfactory to the Director of Public Works.
- 11.3.8 When all matters, works, services and things required to be constructed, installed, or done by the Developer shall, in the opinion of the Director of Public Works, have been accomplished strictly in accordance with this Agreement and to the specifications and satisfaction of the Director of Public Works, the

Director of Public Works shall issue to the parties hereto the Final Certificate of Approval.

- 11.4 Upon satisfaction of the foregoing conditions the deposit or Letter of Credit for Tertiary Services or the amount thereof remaining shall be returned to the Developer.

12 RESTRICTIVE COVENANTS

- 12.1 Pursuant to the Planning Act, this Agreement shall be binding upon the Developers, their heirs, executors, administrators, assigns and successors in title and Developers from time to time of the lands described in Schedule 'A' to this Agreement and any part or parts thereof and that the benefit of the same covenants shall enure to the Town, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule 'A'. In particular the 'General Lot Grading Plan' shall be maintained in perpetuity or at the discretion of Council.
- 12.2 It is agreed and understood that the Developer and the Town shall have the right to enter upon the lands described in Schedule 'A' from time to time to undertake any drainage works which may be deemed necessary by the Director of Public Works and or the Director of Community and Development Services in order to ensure compliance with the 'General Grading Plan'. In the event the Town finds it necessary to undertake any drainage works the cost of any such works performed by the Town, shall be paid by the Owner upon demand. It is agreed and understood that should the Town find it necessary to enter upon the lands to undertake any drainage works that the Town shall proceed with reasonable care but shall not be responsible for the final restoration of any property including fences, gardens, landscaping, etc.
- 12.3 The Developer agrees that there shall be no open burning of waste construction materials unless specifically approved by the Town Fire Department.
- 12.4 The Developer agrees not to damage or remove any survey evidence adjacent to road allowances and easements during the development of the property and that the owner obtain a certificate from an Ontario Land Surveyor, stating that all existing and new evidence is in place at the completion of the development.
- 12.5 The Developer include in all offers of purchase and sale, of those lots where the sidewalk location has been approved, a requirement that indicates that a sidewalk will be installed and constructed within the road allowance of such lot(s).

- 12.6 The Developer agrees to include a requirement in all offers to purchase and sale that the purchaser agrees to maintain the grassed boulevard directly in front of his lot.
- 12.7 The Developer agrees that all offers and agreements of purchase and sale shall contain a clause notifying Owners that the general tidy appearance and maintenance of individual lots shall be the responsibility of the individual property Owner upon purchase of said lot.
- 12.8 The Developer will indemnify and save harmless the Town from and against all actions, causes of actions, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason or, on account of, or by reason of, or in the consequences related to the discharge of storm water.
- 12.9 **WARNING CLAUSE:** An electrical distribution line operation at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors could raise or lower without warning, depending on the electrical demand placed on the line. Warnings signs should be posted on the wood poles supporting the conductors stating "DANGER-Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

13 DEFAULT

- 13.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, the Town on forty-eight (48) hours notice to the Developer, or immediately in the event of an emergency, enter upon the lands and remedy such breach and charge the cost thereof to the Developer.

14 SCHEDULES

- 14.1 The provisions of all Schedules attached hereto shall form part of this Agreement.

15 ARBITRATION

15.1 If a dispute arises between the parties prior to notice of final default involving a material breach of covenant liability for any payment or other amounts claimed to be owing, by one party against the other, in substitution of any other remedy available to each party at law in equity or pursuant to this Agreement either party may submit the dispute to arbitration in the manner hereinafter set forth:

15.1.1 The party seeking arbitration shall give the other party written notice of the issue to be arbitrated, and the relief or remedy desired.

15.1.2 The party receiving the notice as above shall within three (3) working days thereof agree to the relief or remedy desired or failing such agreement and within the three (3) working day period, respond in writing by naming an Arbitrator.

15.1.3 Within three (3) working days, the party seeking arbitration shall name its Arbitrator. Both Arbitrators shall choose a third Arbitrator within three (3) working days. If any one party fails to appoint an Arbitrator in time, a single Arbitrator shall conduct the arbitration.

15.1.4 The hearing to take place within three (3) working days of the appointment of the third Arbitrator, or a single Arbitrator becoming empowered by Clause (c). The Arbitrators shall bring down their report within (10) working days of the hearing. The costs of arbitration shall be borne equally by the parties unless the Arbitrators specifically award costs to either party.

15.1.5 The award or decision of the Arbitrators shall be binding upon the parties hereto.

16 MORTGAGEES

16.1 The mortgagees hereby acknowledge the terms of this Agreement and agree that in the event it takes possession of the said lands, or the interest of the Developer is vested in it, it and anyone acquiring title under it shall be required to comply with the terms of this Agreement to the same extent as if they had been the original Developer.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule 'A' attached hereto.

ANY NOTICE GIVEN HEREUNDER SHALL BE SUFFICIENTLY GIVEN AND ADDRESSED TO THE DEVELOPER AND MORTGAGEE BEING:

DEVELOPER:

Niagara-on-the-Green Properties Inc.
111 Creditstone Road
Vaughan, Ontario L4K 1N3

MORTGAGEE:

Royal Bank Canada
3300 Hwy #7, Suite 300
Vaughan, Ontario, L4K 4N3

IN WITNESS WHEREOF the Developers have hereunder set their hand seal and Town has hereunto affixes it Corporate Seal under the hands of its Lord Mayor and Town Clerk.

SIGNED, SEALED AND DELIVERED
in the presence:

THE CORPORATION OF NIAGARA-ON-THE-LAKE:

Per:

LORD MAYOR DAVE EKE

TOWN CLERK HOLLY DOWD

**NIAGARA-ON-THE-GREEN
PROPERTIES INC.:**

Per:

I, **Dino DiCienzo**, have the authority to bind the corporation.

Per:

I, **Galli Tiberini**, have the authority to bind the corporation.

ROYAL BANK CANADA

Per:

I have the authority to bind the Corporation.

SCHEDULE A

LEGAL DESCRIPTION

"Niagara-on-the-Green" Phase 3, being Block 86 and 87 of Plan 30M-364 in the Town of Niagara-on-the-Lake

PINS:

46416-1556 (LT) Block 86
46416-1557 (LT) Block 87

Legal Description:

PIN 46416-1556 (LT) Block 86 Plan 30M-364, S/T Easement in Gross over Part 1 on 30R-11981 as NR121935 Niagara-on-the-Lake

PIN 46416-1557 (LT) Block 87 Plan 30M-364 Niagara-on-the-Lake

SCHEDULE 'B'

FINAL PLANS, LAND DEDICATIONS, EASEMENTS, AND RELATED MATTERS

1. FINAL PLANS

The Final Plan means the plan for "Niagara-on-the-Green, Phase 3", being Block 86 and 87 of Plan 30M-364 in the Town of Niagara-on-the-Lake, prepared by MBTW Watchorn dated April 29, 2011 titled Niagara-on-the-Green Concept Plan 2 and showing 32 on-street townhouse unites, 24 quadraplex unites, and 50 semi-detached units on Plan 30M - 364.

2. LAND DEDICATIONS & EASEMENTS

NOTE: All lands deeded to the Municipality shall be free and clear of any mortgages, liens, and encumbrances, to the satisfaction of the Municipality.

2.1 The owner agrees to grant to the municipality any required easements for services or utilities including on Lots 13, 14, 15 and 16 on Plan 30R-364 to the Town for storm sewer services.

2.2 Block 38 as shown on the Final Plan 30M-364 is to be dedicated to the Regional Municipality of Niagara as a 0.3 m (1.0 ft) control access reserve.

NOTE:

(The Developer shall provide the deeds of conveyance along with confirmation of the partial discharge of any mortgagee or other encumbrance affecting the lands being conveyed to the Town.)

1. Conveying

- a) As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by "metes and bounds", we suggest that the description be so worded, and,
- b) We further suggest that the owner give to the municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the Plan.

2. Land Required to be Registered Under the Land Titles Act

- a) Section 160(1) of The Land Titles Act, which requires all new plans be registered in land titles system;
- b) Section 160(2) - allows certain exceptions.

SCHEDULE 'C'

PRIMARY SERVICES

1. ROADS

- 1.1. All roads dedicated as public highways shall be constructed to urban design standards to the satisfaction of the Town and all in accordance with the engineering plans approved by the Town Public Works Department.
- 1.2. The Owners shall maintain and repair temporary roadways until trench settlement has ceased and adequate compaction of the road sub grade has taken place to permit commencement of permanent pavement construction. In the interest of public safety, all roads shall be kept clear of obstructions and storage of construction materials.
- 1.3. All manhole tops shall be originally set level with the base course of asphalt.
- 1.4. Emergency access for fire protection purposes, turning radii and dead end roadways shall comply with the requirements of the Ontario Building Code Section 3.2.5.6.
- 1.5. That the centerline turning radius at all intersections are at least 12m.
- 1.6. The Owner is responsible to carry out and pay all costs of restoration of the existing roads from any damages resulting from the servicing and construction of the development.
- 1.7. That during the construction of development the site will be kept in a reasonable tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris and that any standing water is eliminated.
- 1.8. Install concrete pads in accordance with the requirements of, and in locations to be approved by Canada Post. The concrete pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the plan of subdivision.

2. ELECTRICAL

- 2.1. The Developers shall enter into a separate agreement with Hydro whereby the Developers agree to pay all necessary capital contributions towards the supply to the electrical system.
- 2.2. The Developer shall submit a residential street lighting plan for approval by the Public Works Department. The plan will consist of the design & installation of all lighting facilities, including lamp standards, conduits, lamps and control mechanisms in accordance with current TAC, Town, and Niagara-on-the-Lake Hydro standards. The type, number of lights, and their location including a lighting pattern from the manufacturer together with the estimated cost of the total installation must be approved by Niagara-on-the-Lake Hydro and Public Works.
- 2.3. The streetlights selected shall be high-pressure sodium 100 watts with the design and quality to be approved by the Director of Public Works.

3. SANITARY SEWER

- 3.1. All sewers shall be installed in accordance with engineering plans approved by the Director of Public Works. The sanitary sewer system

shall meet the design criteria of the Regional Municipality of Niagara and the Ministry of Environment and Energy for domestic waste.

- 3.2. The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the Subdivision is located and as designated or approved by the Director of Public Works.
- 3.3. The Developer shall provide detailed calculations to the Director of Public Works to confirm that there is adequate sanitary sewer capacity to service this development.
- 3.4. Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary lateral servicing such lot. It is noted that sanitary sewers may not be deep enough to service basement connections.

4. PRIVATE DRAIN CONNECTIONS

- 4.1. The Developers shall construct individual service laterals (separate sanitary connections (laterals)) to each lot from the street sewer main to the street property line. The sanitary sewer lateral shall be a minimum 125 mm diameter PVC DR28 with proper waterproof plug fittings approved by the Director of Public Works.
- 4.2. The ends of sanitary sewer laterals shall be marked with a wooden stake painted green.

5. STORM SEWER AND STORMWATER MANAGEMENT SYSTEM

- 5.1. The storm sewer shall be designed to accommodate the runoff from the total catchment area and development drainage area, drainage from basement weeping tile and surface runoff from all roads and abutting properties. The rational method together with the Town rainfall chart and runoff coefficients shall be used to determine discharge capacity for a 5-year return storm.
- 5.2. Concrete storm sewer pipe, or other approved type shall be used; minimum pipe size for storm sewer shall be 300 mm diameter, except where otherwise specified by the Director of Public Works. Surface drainage shall be collected by means of catch basins as per the following detail. Maximum length of gutter flow shall be 100 meters.
- 5.3. The sump pumps and roof leaders will discharge to the rear of the properties and at grade directed toward the rear yard grassed swale.
- 5.4. Swales shall be sodded to ensure compliance with the lot grading plans

NOTE **Water and Sewage Systems**

Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to approval of the Ministry of the Environment under Section 52 and Section 53 of The Ontario Water Resources Act, R.S.O. 1990.

6. WATERMAINS

- 6.1. All watermains shall be installed in accordance with the Engineering Plans approved by the Director of Public Works. The watermain system shall meet the design criteria of the Regional Municipality of Niagara and Ministry of Environment. All alterations, relocations or

connections to the existing water system will be the responsibility of the Developer and shall be approved by the Director of Public Works.

- 6.2. The Developer shall construct complete watermain system or systems and all necessary appurtenances, including hydrants, cathode protection and 19mm copper water service connections from the watermain to the lot line. The design shall be as approved by the Director of Public Works and constructed in accordance with the approved specifications.
 - 6.3. All watermains shall be a 150 mm diameter or a sufficient size to service the Subdivision and structures of this development therein as described in Schedule A.
 - 6.4. The Developer shall provide a metered minimum 19 mm diameter copper water service to each lot.
 - 6.5. The Developer shall submit supporting documentation to the Town Public Works Department and Fire Department that the proposed water system design will deliver adequate water pressure and fire flows. If necessary, any water system improvements that must be undertaken to provide adequate water pressure and fire flows to this phase as well as future phases of development will be at the Developer's expense.
 - 6.6. All hydrants and water flow must meet NFPA standards and the Ontario Building Code.
 - 6.7. Where hydrants have been installed but not yet functional or out of service they shall be clearly identified (bagged) as to be not in service.
 - 6.8. The Town Fire Department will be required to approve the number and location of all proposed fire hydrants.
 - 6.9. All hydrants shall be free of obstructions after being activated.
 - 6.10. Hydrants 'style' shall comply with the requirements of the Department of Public Works
7. SIDEWALKS (Primary)
- 7.1. The Developer shall, at its own expense, construct a 1.5 metre sidewalk along one side of all proposed streets in the subdivision to the satisfaction of the Town Public Works Department:
 - 7.2. That the Developer agree not to damage or remove any survey evidence adjacent to road allowances and easements during the development of the property and shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of the development

SCHEDULE 'D'

SECONDARY SERVICES

- 1 40 mm HL3 top coat of asphalt.
- 2 All manhole covers shall be raised to finished elevation prior to topcoat of asphalt.

SCHEDULE 'E'

TERTIARY SERVICES

1 BOULEVARDS:

- 1.1 A minimum of 50 mm of topsoil shall be applied from the curb road to the property lines and shall be sodded.
- 1.2 The driveway area between the curb and/or property line, or the sidewalk as the case may be, shall be, at a minimum, asphalt paved or such other of materials to the satisfaction of the Director of Public Works.
- 1.3 Trees shall be placed in locations according to the Tree Planting Plan approved by the Director of Parks and Recreation and the Director of Public Works.
- 1.4 Trees shall have a minimum calliper of 50 mm measured at a point 500 mm above the ground.
- 1.5 The type of tree to be planted shall be mutually agreed upon and approved by the Director of Parks and Recreation in accordance with the approved Tree Planting Plan.

2 GENERAL

- 2.1 Roof water or discharge from a sump pump for any building constructed on any lot must be discharged to the surface at the rear of such lot. No connections shall be made to any existing field tile drainage systems.
- 2.2 Sump pump outlets for lots fronting on existing public roads will be diverted to the rear lot drainage works.
- 2.3 The Developer shall be responsible for any damage caused to infrastructure and appurtenances that may occur during construction of buildings and during the lot grading.

SCHEDULE 'F'

SECURITY DEPOSITS AND REQUIRED PAYMENTS***

Item	Reference	Subject	Est. Cost	L of C	Cash
Prior to Signature:					
	3.1	Tax Arrears @ June 27, 2012			\$0
	3.2	Agreement Prep.			\$5,000
Total					\$5000
Preconditions of the Construction of Services:					
	4.35.1	Primary Services - 10%	\$1,390,864	*** \$139086	
	4.35.2	Secondary Services -100%	\$121,218	\$121,218	
	4.35.3	Tertiary Services -100%	\$11,998	\$11,998	
	4.43	Inspection	\$30,000		\$30,000
	4.33	Engineering Plan Review	\$10,500		\$10,500
	4.51	Signs	\$2,500		\$2,500
	5.5	Maintenance of Public Roads during construction	\$5,000		\$5000
Total				***\$272302	\$530000
Prior to Issuance of Building Permit					
	8.1.2	Lot Grading Deposit			Prevailing lot grading deposit
Total					

NOTE:

- Separate Agreement with Niagara-on-the-Lake Hydro and other utilities (i.e. Canada Post) may be required.
- Field Review Deposit based on working days
- Based on 49 days
- ***** Security Deposits as required by Sections 3.1, 3.2, 4.35.1, 4.35.2, 4.35.3, 4.43, 4.33, 4.51 and 5.5 have already been provided.**

SCHEDULE "G"

ENGINEER'S UNDERTAKING OF WORKS

- 1) The Developer's engineer shall:
 - a) Design all the works covered by this Agreement and file with the Town a written undertaking:
 - i) That he has been engaged by the Developers to ensure the works will be completed as required by this Agreement,
 - ii) That the work will be done in accordance with the approved contract drawings and specifications and all other provisions of this Agreement, and,
 - iii) That all phases of the work are subject to the approval of the Director of Public Works.
 - b) Co-ordinate with the Town Inspector soil tests as may be required during construction.
 - c) Prepare a 'Storm water Management Plan' and a 'General Grading Plan' for surface drainage of all lands in the plan of subdivision, the said plan to clearly indicate the existing drainage pattern on all adjacent lands and to provide for the direction of all surface drainage, including water from adjacent lands originally flowing through, into or over the area of the proposed Subdivision, to the street storm sewer systems or any other outlet approved by the Director of Public Works
 - d) The engineer shall from time to time provide the Town upon request with verification that the lot grading is in conformity with the General Grading Plan.
 - e) Prepare plans, profiles and specifications for the said works using the following guidelines:
 - i) Title block: 13 cm x 8 cm to be placed in lower right hand corner and shall indicate nature of work.
 - ii) A complete copy of design details and calculations of storm and sanitary sewer designs which shall be based on design formula provided by the Town.
 - iii) Plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made and shall be 60cm x 84cm.
 - iv) Horizontal ties shall be made to the property lines.
 - v) Levels shall be to datum and all field surveys shall be tied into geodetic benchmarks.
 - vi) As built construction plans to be electronic format (AutoCAD).
 - vii) Prepare applications to the necessary authorities and obtain approval for the works.