

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

SUBDIVISION AGREEMENT

between

WALKER WEST ESTATES INC.

- and -

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Dated May 26, 2020

The Corporation of the Municipality of Brockton

Address: 100 Scott Street
Walkerton, Ontario
N0G 2V0

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MUNICIPALITY OF BROCKTON
SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate on the 26th day of May, 2020 A.D.

BETWEEN:

WALKER WEST ESTATES INC.

hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the registered owner of the Lands described in Schedule “A” (hereinafter called the “Lands”) to this Subdivision Agreement (hereinafter called the “Agreement”) and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots, by reference to a Registered Plan of Subdivision (the “Subdivision”).

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the Corporation of the County of Bruce (hereinafter called the “County), for approval of a Plan of Subdivision (hereinafter called the “Plan”), which is annexed hereto as Schedule “B” to this Agreement.

AND WHEREAS the Plan in Schedule “B” is the Draft Plan of Subdivision.

AND WHEREAS the Municipality and the Developer entered into a Pre-Servicing Agreement on August 13, 2019 that was amended on November 12, 2019 (the “Pre-Servicing Agreement”) for the constructions of preliminary Works.

AND WHEREAS the Municipality and the Developer are desirous of entering into an Agreement pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990, c. P.13 (the “Planning Act”).

AND WHEREAS the Municipality has been authorized by the County to, and otherwise requires, the Developer to agree to construct and install certain municipal services as hereinafter provided and herein referred to as the “Works” set out in Schedule “D” and to make financial arrangements with the Municipality for the installation and construction of required services before final approval of the Plan by the County.

AND WHEREAS the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Municipality in lieu of dedicating portions of the Lands.

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural as required in the grammatical context.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“**Agreement**” means this Agreement titled “Subdivision Agreement”.

“**Building Code Act**” means the *Building Code Act, 1992*, S.O. 1992, c. 23 as amended and all regulations thereunder.

“**Business Day**” means any day that is not a Saturday, Sunday or Public Holiday as defined in the *Employment Standards Act, 2000* S.O. 2000, c. 41.

“**Certificate of Final Acceptance**” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.3.

“**Certificate of Inspection Re: Readiness for Occupancy**” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 8.10.

“**Certificate of Preliminary Acceptance**” means the certificate issued by the Municipality after satisfaction of the conditions identified in Section 4.2.

“**Chief Building Official**” or “**CBO**” means the Chief Building Official and Zoning Administrator, or designate for the Municipality of Brockton.

“**Conservation Authority**” means the Saugeen Valley Conservation Authority and its successors and assigns.

“**Construction Act**” means the *Construction Act*, R.S.O. 1990, c. C.30 as amended and any regulations thereunder.

“**County**” means the Corporation of the County of Bruce and its successors and assigns.

“**Cost-Sharing**” shall mean the apportionment respecting the costs of the booster pumping stations set out in Schedule “M” of this Agreement.

“**Damage/Lot Grading Deposit**” means the amount of two thousand \$2000.00 per lot or block that shall be paid by the Developer to the Municipality by way of cash or letter of credit as described in Section 8.9 of this Agreement.

“**Developer**” means, collectively, Walker West Estates Inc. and its respective successors and assigns. “Developer” where used in this Agreement includes an individual, an Association, a Partnership, or a Corporation and wherever the singular is used herein, it shall be construed as including the plural as required in the grammatical context.

“**Director of Operations**” means the Director of Operations or designate for the Municipality of Brockton.

“**Drainage Act**” means the *Drainage Act*, R.S.O. 1990, c. D.17 as amended and any regulation thereunder.

“**Land and/or Lands**” means the real property which is the subject of the Plan, the legal description of which is attached as Schedule “A”.

“**Municipality**” means the Corporation of the Municipality of Brockton, and its successors and assigns.

“**Municipal Act**” refers to the *Municipal Act, 2001*, S.O. 2001, c. 25 and any amendments thereto.

“**Owner**” means the Owner of a lot or block and may include the “Developer”.

“**Plan**” means the plan of subdivision relating to the Land as identified in Schedule “B”.

“**Planning Act**”) means the *Planning Act*, R.S.O. 1990, c. P.13 as amended and any regulations thereunder.

“**Pre-Servicing Agreement**” means the agreement between the Developer and the Municipality for preliminary construction of works entered into on August 13, 2019 and amended on November 12, 2019;

“**Subdivision**” shall mean the development and installation of the Works on the Lands for the purpose of selling or leasing lots.

“**Works**” means the works and services described in Schedule “D”.

1.2 List of Schedules

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

- Schedule “A” -- Description of Lands Being Subdivided
- Schedule “B” -- Plan of Subdivision
- Schedule “C” -- Municipal Servicing Guidelines
- Schedule “D” -- Checklist of Works to be Constructed
- Schedule “E” -- Itemized Estimate of Costs of Construction of Each Part of the Works
- Schedule “F” -- List of Lots Unsuitable for Building Purposes
- Schedule “G” -- Owner’s Final Grading Certificate
- Schedule “H” -- List of Lands for Municipal Purposes and Easements to be Granted to the Municipality
- Schedule “I” -- No Occupancy Agreement
- Schedule “J” -- Application for Reduction of Security
- Schedule “K” -- Form of Partial Release
- Schedule “L” -- Conditions of Draft Approval
- Schedule “M” -- Special Provisions

SECTION 2 -- ORDER OF PROCEDURE

2.1 Upon application to the Municipality for the preparation of a Subdivision Agreement the Developer shall:

- (a) Pay to the Municipality the fee required by the Municipality’s Fees and Charges By-law, as amended from time to time.
- (b) Pay to the Municipality the sum of ten thousand (\$10,000.00) dollars as a deposit in respect of the Municipality’s legal and engineering costs referred to in Section 3.2 (a) herein.
- (c) Submit a general plan outlining the services to be installed.

2.2

Prior to Registering the Agreement the Developer shall:

- (a) Deposit with the Municipality securities and insurance as outlined in the Agreement.
- (b) Pay in full any outstanding taxes or drainage charges and any charges under the Municipal Act including outstanding sewer rates and/or water rates.
- (c) Mutually agree with the Municipality on the parcel(s) of land to be deeded to the Municipality for parkland or the amount of cash to be given to the Municipality in lieu of parkland.
- (d) Pay the amount in lieu of parkland to the Municipality or deposit the Transfers/Deeds of Land for the parkland with the Municipality.
- (e) Provide proof of postponement of any encumbrances on the Lands, such that the terms of the Agreement have priority, including over instrument number BR143484 being a Charge registered in favour of the Meridian Credit Union Limited.
- (f) Deposit with the Municipality's Solicitor, copies of this Agreement executed by the Developer and the Municipality and retained by the Municipality's Solicitor for registration as hereinafter provided.
- (g) Deliver to the Municipality's Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan and a cheque in respect of the cost of the said registrations where upon the Municipality's Solicitor shall register this Agreement. Any costs associated with said registration shall be the responsibility of the Developer and shall be deducted by the Municipality from the deposit being held by the Municipality.

2.3

Prior to starting construction on the Services, unless otherwise constructed in accordance with Pre-Servicing Agreement, the Developer shall:

- (a) Have obtained final approval of the Plan from the County and have obtained confirmation that the Plan has been registered, and submitted all such documents to the Municipality.
- (b) Have submitted and obtained the written approval of the Municipality's Engineer for the following all of which shall be done in accordance with the Municipal Servicing Guidelines of the Municipality as set out in Schedule "C".
 - a) The Drainage Area Plans;
 - b) The Lot Grading Plan;
 - c) The Service Layout Plan for underground electrical services, telephone, gas, cable t.v., etc.;
 - d) Final approved drawings for all Works required in Schedule "D" to this Agreement.
- (c) Submit to the Municipality the Ministry of Environment, Conservations and Parks' Environmental Compliance Approval for the Water Supply and Distribution System (if required), the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- (d) Submit to the Municipal Engineer a completed Form 1 and supporting documentation for approval of the Water Distribution System.
- (e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachments, etc. of all road authorities including the Municipality, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority involved.

- (f) Have decided to the Municipality the lands/blocks/easements listed in Schedule “H” for the applicable phase.

2.4 Prior to the acceptance of any building permit applications, the Developer shall:

- (a) Have complied with all requirements of Section 8.9 and of Sections 2 and 30 of Schedule “M” of this Agreement.

2.5 Prior to any person occupying any building, the Developer shall:

- (a) Have complied with all the requirements of Section 8.10 and of Sections 31 and 33 of Schedule “M” of this Agreement.

SECTION 3 -- INSTALLATION OF SERVICES

3.1 General

Upon approval of the Plan by the County, the Developer shall design, construct and install at its own expense and in good workmanlike manner Municipal Works to the servicing standards of the Municipality as set out in Schedule “C” to this Agreement.

3.2 Municipality’s Legal and Engineering Costs

- (a) The Developer agrees to pay the Municipality’s cost of the Municipal Solicitor and of the Municipality’s Engineer’s invoices for the review of plans and specifications and for supervision and inspection on behalf of the Municipality, as outlined in the Municipality’s Fees and Charges By-law in place when the invoice is issued to the Municipality. Further, the Developer agrees to reimburse the Municipality for any inspections completed by municipal staff as part of the Municipal Engineer’s inspections of the installation of services.
- (b) The Developer shall be invoiced regularly by the Municipality for all costs incurred by the Municipality with respect to this Agreement pursuant to Section 3.2 (a).
- (c) The Developer shall reimburse the Municipality for all costs incurred by the Municipality as referred to in Section 3.2 (a) herein, within thirty (30) days of each billing, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision.
- (d) The deposit referred to in Section 2.1 (b) of this Agreement shall be retained by the Municipality as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Municipality and the Municipality being satisfied, in its discretion, that all costs in Section 2.1(b) herein and any contingencies with respect to the Subdivision have been paid in full.
- (e) The Developer shall pay to the Municipality, on thirty (30) days written notice from the Municipality, such amount as is necessary to maintain the deposit referred to in Section 2.1 (b) at the sum of ten thousand (\$10,000.00) dollars, failing which the Municipality and its agents shall cease all work with respect to the review of the Subdivision and any amounts that remain outstanding shall accrue interest at the rate of 1.25% per annum (compounded annually) until paid in full.

3.3 Developer’s Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To prepare the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the Grey Bruce Health Unit, or any successor approval authority, and the Ministry of Environment, Conservation and Parks, and others as required;
- (e) To provide the field layout, all documentation required by this Agreement and the full time supervision of construction;
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance;
- (g) To act as the representative of the Developer in all matters pertaining to the construction;
- (h) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality's Engineer, for all Works specified in this Agreement;
- (i) To provide certification that the installation of services was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer; and
- (j) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the Subdivision in accordance with this Agreement and good engineering practices.

3.4

Works to be Installed

The Works to be installed are set out in Schedule "D" to this Agreement. Schedule "D" sets out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development, the Municipality's Engineer is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Municipality's Engineer.

3.5

Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality's Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6

Notification of Commencement

The Developer shall not commence the construction of any of the Works until the Plan has been registered and the Developer has provided three (3) business days written notice to the Municipality's Engineer of its intent to commence work. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide three (3) business days written notification to the Municipality's Engineer before work is resumed.

3.7

Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If it fails to do so, having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Municipality, then upon the Municipality giving seven (7) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an additional engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from any cash deposit, letters of credit, or other securities the Developer had provided to the Municipality for any phase of the Subdivision, or as provided in connection with the Pre-Servicing Agreement. It is understood that in the event that the Municipality must enter upon the Lands and have Works completed or repaired due to situations as outlined above any or all original drawings and specifications prepared by the Developer's Engineer must be turned over to the Municipality's Engineer for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Municipality. The Municipality, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with the requirements of the Municipality.

Without limiting the obligations of the Developer herein, if the Developer defaults on the performance of any term, covenant or provision of this Agreement and if such default continues for ten (10) days after the Developer receives written notice of such default by the Municipality (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Municipality may perform that obligation on the Developer's behalf and may enter onto the Lands for this purpose. If the Municipality is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Municipality, together with all interest thereon and any damages incurred, shall be payable to the Developer and shall be collectible by the Municipality in like manner as municipal taxes. The Developer also acknowledges and agrees that the Municipality has the right to draw down any Letters of Credit, cash deposits or other security the Developer has provided to the Municipality for any phase of the Subdivision for the purpose of collecting any such expenses incurred by the Municipality.

3.8

Scheduling of Works

Prior to the start of construction and prior to the issuance of any building permits, the Developer shall supply for the approval of the Municipality's Engineer a Schedule of Works setting out the order in which it considers the various sections of the Works within the Plan will be built. The Municipality's Engineer may amend this schedule and the Developer must construct, install or perform the work as the Municipality's Engineer from time to time may direct.

3.9

Contractor

The said services shall be installed by a qualified, competent contractor or contractors retained by the Developer.

3.10 Utility Costs and Charges

The Developer shall deal directly with all utility companies. The Developer's Engineer shall obtain all approvals and permits and pay all fees and charges directly to the appropriate utility company.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Municipality's Engineer during the time of construction, including the removal of mud tracked from the Subdivision and the proper control of dust. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Municipality. To obtain such consent, the Developer shall advise the Director of Operations, not later than fourteen (14) days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Municipality reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Municipality's Engineer.

The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the Subdivision and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal Servicing Guidelines as set out in Schedule "C" of this Agreement, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development.

3.13 Damage to Existing Plant

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

3.14 Signs

Signs at least 0.6 m x 0.6 m shall be erected by the Developer in approved locations at each entrance to the Subdivision. The signs shall be yellow warning signs with black lettering. The signs shall read as follows:

“Roads Not Assumed by Municipality - Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and shall be removed after all the roads have received a Certificate of Final Acceptance.

3.15 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., both within the Subdivision and downstream during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Municipality's Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the Lands, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Municipality's Director of Operations or Roads Supervisor, the Municipality may give written notice to the Developer or Lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Municipality to do so, the Municipality may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand, which costs shall include all expenses incurred by the Municipality in carrying out such removal and disposition. The burning of construction refuse, debris of weeds, whether it be from site servicing or house building or any other source related to the development of the site on the Lands within the Plan is prohibited. The cost of disposal as required by this section will be at the expense of the Developer or each subsequent Owner and the Municipality may recover such expense under Section 446 of the Municipal Act in the same manner as taxes or from the deposit required by Section 8.9(h).

3.19 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method and at all times environmentally acceptable materials to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Director of Operations shall notify the Developer in writing from time to time of the requirements of the Municipality.

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Municipality.

3.21 Municipal Street Numbers

- (a) All Lot, Block or building numbers for use within the Plan shall be allocated by the Chief Building Official. To obtain such allocation, the Developer shall furnish the Chief Building Official with a copy of the Plan as registered upon which the Chief Building Official will designate the proper numbers for each Lot, Block or building.

- (b) The Developer shall display by means of a legible sign at least 300 mm x 300 mm to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block, which such sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

- (c) Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

3.22

Blasting

The Developer agrees that no blasting will be undertaken without the written consent of the Municipal Engineer.

3.23

Driveways

The Developer hereby agrees that the driveways for all lots will be in a location and have a width and design as may be approved by the Municipality. Without in any way limiting the discretion of the Municipality, the location of the driveways may be further limited by special provision in Schedule "M" of this Agreement. Further, all driveways for all lots in the plan should be located in a manner that will minimize the amount of snow that will accumulate in the lot's driveway. The location of driveways is particularly important with respect to all corner lots located in the plan, as these driveways entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Municipality's efforts to remove snow. Further, the Developer hereby agrees that it will be responsible for, or will provide agreements with subsequent Owners, with respect to responsibility, to complete all driveways, for its full width, with a hard surface consisting of asphalt, concrete or concrete unit pavers. This hard surface shall extend to the edge of the municipal road allowance.

3.24

Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the lands constituting the Plan, the Developer hereby agrees to notify the Municipality and the Ministry of Environment and Climate Change immediately and take all necessary steps and remedial efforts required by the Ministry of Environment and Climate Change and the Municipality to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up of lands constituting the Plan and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the said lands.

SECTION 4 -- ACCEPTANCE OF WORKS

4.1

Stages of Construction and Services

The Municipality will grant Preliminary or Final Acceptance of servicing based upon three (3) stages of construction; and when the development is phased, within the whole of each phase as approved by the Municipality. Stages of construction are as follows:

- (a) Stage 1 - consists of all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermains and the completion of

Granular “B” road base and a portion of the Granular “A” for a riding surface, together with the as-built drawings for that work.

- (b) Stage 2 - services shall include the balance of the road Works including granular, curbs and gutter, base asphalt, grading of boulevard areas, sidewalks, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and other utilities such as gas, telephone and telecommunications, together with the As Built drawings for that work.
- (c) Stage 3 - services including the final coat of asphalt, topsoil and sodding, trees, fencing and any other requirements of this agreement.

4.2 Inspection and Acceptance of the Works

When all of the services in Stage 1 and 2, or in Stage 3 of servicing as identified above have been completed and the Municipality’s Engineer has been given written certification by the Developer’s Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement and upon satisfactory inspection by the Municipality’s Engineer and/or municipal staff, the Municipality’s Engineer will recommend that the Municipality grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1. The Developer acknowledges that the Municipality will not be required to perform any utility locates until such time as Preliminary Acceptance of the Stage 1 services have been completed and the Developer has provided the as-built drawings.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Municipality’s Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. The Certificate of Final Acceptance will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- a) Satisfied the applicable services have been completely installed;
- b) Satisfied all repairs or maintenance work on the applicable services have been completed;

and the Municipality has:

- a) Approved the formal certification of final completion from the Developer’s Engineer certifying that all Works and services have been installed; and
- b) Received final As-Built drawings as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Municipality will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover, inclement weather and/or other adverse conditions.

4.5 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality, or other authorized persons for the purposes for which such Works were designed;

- (b) Such use shall not be deemed an acceptance of the Works by the Municipality; and
- (c) Such use shall not in any way relieve the Developer of its obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the final acceptance by the Municipality, the Developer shall deliver to the Municipal Clerk a statement from an Ontario Land Surveyor approved by the Municipality that after the completion of the work, the Ontario Land Surveyor has found or replaced all survey monuments and iron bars as shown on the registered Plan.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the services described shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

Notwithstanding the above, the Developer and Municipality agree that on connection of water distribution systems, the Municipality will then become the operator of said systems. This shall not relieve the Developer of any maintenance responsibilities under this Agreement. Any costs associated with the repair and maintenance of the water infrastructure during the warranty period as outlined in Section 5.2 of this Agreement shall be borne by the Developer.

SECTION 5 -- MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all services including hydro costs for street lights, until a Certificate of Final Acceptance is issued for the Stage 2 services by the Municipality. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each Stage of the Works. During this maintenance period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of paragraph 9.3 (e) of this Agreement. If during this period, the Developer fails to carry out maintenance work within three (3) business days after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Operations may, without further notice, undertake such maintenance work and the total costs of such maintenance, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the water distribution system shall be transferred to the Municipality once the distribution system is commissioned. All costs associated with repair and maintenance of the water distribution system during the maintenance period shall be changed back to the Developer and the Developer shall pay all such amounts to the Municipality forthwith upon receiving the associated invoices.

5.2 Road Maintenance

The Developer will be responsible for the maintenance of the roads until a Certificate of Final Acceptance is issued by the Municipality.

Summer maintenance shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access within the Subdivision.

In the event that proper maintenance or snow removal is not provided by the Developer, the Municipality, through its servants, contractors or agents may provide maintenance and/or remove snow without notice to the Developer. Such maintenance or repair will be carried out at times deemed to be an emergency by the Municipality's Director of Operations or Roads Supervisor. All costs of maintenance or repair work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any maintenance or repairs completed by the Municipality pursuant to this contract before the roads are accepted by the Municipality shall not be deemed in any way, to be an acceptance by the Municipality of the roads in the said Subdivision upon which such maintenance or repair is done. The Developer acknowledges that the Municipality, in providing maintenance or during snow removal, may damage or interfere with the Works of the Developer and cause damage to such Works and the Developer hereby waives all claims against the Municipality that it may have arising therefrom and covenants that it will make no claim against the Municipality for such interference or damage. Representation may be made requesting that the Municipality consider entering into a separate Agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

Employees or agents of the Municipality may enter upon the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works on behalf of and at the expense of the Developer. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of its obligations under this Agreement.

SECTION 6 -- DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Municipality's Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage shall not impact adjacent landowners. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer shall strive to preserve healthy trees, except for the actual area of roadway construction, the installation of services, or the area within the building envelope. No additional trees shall be removed without the Municipality's Director of Operations' written permission. The Subdivision may be subject to the Natural Heritage Designation and/or an individual Environmental Impact Study. Where appropriate, special provisions may be included in Schedule "M" of this Agreement.

6.3 Lots Unsuitable for Building

Any lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the issuance of a building permit for any lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Municipality's Engineer outlining the measures to be taken to correct the problems on the lots. This proposal must be approved prior to applying for a building permit.

6.4

Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Municipality's Engineer; provided that for residential lots and blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and such further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall grading plan is functional until the Lands are fully developed.

(a) Obligation to Grade According to Lot Grading Plan

The Lands shall not be graded except in general conformity with the grades and elevations shown on the Accepted Grading Plan. The Plan shall bear the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (hereinafter called a "Professional Engineer") who certifies thereon that the Plan generally conforms with the Lot Grading Plan attached to the Agreement or filed with the Municipality's Engineer.

(b) Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until a Building Lot Site Plan certified by a Professional Engineer who shall be the Developer's Engineer has been filed with and approved by the Chief Building Official of the Municipality. The Building Lot Site Plan shall show:

- a) the proposed finished elevation of the lot at each corner of the lot or block;
- b) the proposed finished elevation of the lot at the front and rear of the building;
- c) the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- d) the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto the lots from the basement of the building, and the proposed finished height of the foundation of the building;
- e) the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- f) the location of eavestrough downspouts; no downspouts will be allowed to discharge in a sideyard between residences;
- g) swale location and elevations;
- h) sidewalk;
- i) service and driveway locations;
- j) any abrupt changes in the proposed finished elevation of these lands; and
- k) the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

The Developer hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the Municipality's Engineer.

The Developer shall complete such other actions as may be required by the Municipality, acting reasonably, to ensure that the subdivision is developed in accordance with the terms of this Agreement and good engineering practices.

(c) Owner's Final Grading Certificate

- a) No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, with the Municipality's Chief Building Official, an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of a Professional Engineer, who shall be the Developer's Engineer, that that the actual finished elevation and grading of these Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan.
- b) If occupancy occurs between November 1 and the following May 31 and an Owner's Final Grading Certificate is not filed prior to occupancy with the Municipality's Chief Building Official, then the Owner shall provide the Municipality's Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Municipality's Chief Building Official by the following June 1.
- c) If and when the Owner's Final Grading Certificate is accepted by the Municipality's Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9 (h) is returnable to the Owner subject to this Section and Section 8.9 (h) of this Agreement.
- d) The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Municipality, and the Owner fails to make such rectification when so instructed by the Municipality, the Municipality may, at its option, undertake the correction of such drainage and all costs over and above the two thousand dollar (\$2,000.00) deposit shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the Lands except in accordance with drainage plans approved by the Municipality. In addition to any other remedy, the cost for such rectification if completed by the Municipality will be at the expense of the subsequent owner and the Municipality may recover such expense under Section 446 of the Municipal Act in the same manner as taxes.

(d) Obligation to Maintain Grading

After the building or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block.

(e) Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means.

The Developer and each subsequent owner shall not alter, interfere with or remove any of the Stormwater Management Facilities located within the lot except in accordance with the approved Stormwater Management Plan.

Changes or alterations to the approval of the Stormwater Management Plan shall require the prior approval of the Municipality and acceptance by the Saugeen Valley Conservation Authority.

(f) Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Municipality's Engineer.

6.5 Maintenance of Lot Grading

The facilities and Works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

Should, for any reason, the Developer or subsequent Owner fail to maintain the lot grading, they acknowledge that the Municipality, or in the case of a subsequent Owner, the Municipality or the Developer may enter upon the said property at any reasonable time to correct any drainage issues. The cost/expense for any such remedial action completed by the Municipality shall be at the expense of the subsequent Owner and the Municipality may recover the cost of doing such remedial work in accordance with the provisions of Section 446 of the Municipal Act in the same manner as taxes.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Municipality, lands for municipal purposes other than roads, which shall be mutually agreed upon by the Owner and the Municipality, or to make a cash payment in lieu thereof as stipulated by the Municipality and also to convey to the Municipality in fee simple, the 0.3 metre reserves and other lands required by the Municipality. The deeds for the said lands are to be approved by the Municipality's Solicitor and thereafter forthwith registered in the Land Registry Office and deposited with the Municipal Clerk. The cost for preparation and registration of the deeds shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Municipality shall be set out in Schedule "H" of this Agreement.

7.2 Easements

The Developer agrees to grant at its expense all such easements and right-of-ways as may be required for the installation and supply of services to the Subdivision. A list of easements and right-of-ways to be granted to the Municipality shall be set out in Schedule "H" of this Agreement.

7.3 Turning Circles

The Municipality may require the installation of temporary turning circles. Where such are required, the Developer shall convey easements and/or the appropriate blocks to the Municipality for the purposes of providing the Municipality with sufficient land to construct said turning circle(s). The block(s) conveyed to the Municipality shall only constitute that portion of land required by the Municipality for the actual roadway of the turning circle. The temporary turning circle shall be constructed in accordance with Schedule "C" of this Agreement. The Developer and the Municipality acknowledge that the block(s) conveyed to the Municipality for turning circles shall be re-conveyed to the owners in the event that the street is connected in the future. Such conveyance and release of the block(s) shall be completed at no expense to the Municipality. A list of said blocks is included in Schedule "H" of this Agreement.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered in the Land Registry System within one (1) year from the date of the signing of this Agreement, the Municipality may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Municipality pursuant to this Agreement or any other agreement between the Developer and the Municipality referred to herein.

8.2 Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Municipality”, unless specifically stated otherwise.

8.3 Phasing

- (a) The Municipality may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Municipality does not so instruct the Developer, before commencement of any of the Works, it may request the Municipality’s permission to divide the area into convenient phases.
- (b) If the construction of the Works is to be phased, then in lieu of furnishing securities as required by Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s).
- (c) The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning (“H”) provision by means of a by-law to be passed by the Municipality under Section 36(1) of the *Planning Act*, R.S.O. 1990 c. P. 13 (the “Planning Act”) at the Developer’s expense.
- (d) Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning (“H”) provision and after the deposit with the Municipality of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Municipality shall at the Developer’s expense pass a by-law under Section 36 of the Planning Act to remove the Holding Zoning (“H”) provision.
- (e) Before proceeding with an additional phase the Developer shall obtain the written approval of the Municipality and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Municipality.
- (f) Subject to Section 8.15 herein, commencement of construction within subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Municipality may not proceed.

8.4 Developer’s Liabilities

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Subdivision.

8.5 Insurance

The Developer shall insure against all damages or claims for damage with an insurance company satisfactory to the Municipality. Such policy or policies shall be issued in the

joint names of the Developer, the Municipality and the Municipality's Engineer and the form and content shall be subject to the approval of the Municipality. The minimum limits of such policies shall be five million dollars (\$5,000,000) all inclusive, but the Municipality shall have the right to set higher amounts. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy shall be in effect for the period of this Agreement including the guaranteed maintenance period pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

8.6 Legal Notice to Developer and Municipality

Any notice required to be given hereunder may be given by fax, personal service delivered directly to the Developer or the Developer's engineer or by registered mail addressed to the Developer at its principal place of business, as identified in this Agreement or as provided by the Developer from time to time or as shown on the last revised assessment roll in the possession of the Municipality's Clerk, and shall be effective as of the date delivered or sent via fax or shall be effective, in the case of registered mail, the 5th day after the date the Notice was deposited in the Post Office.

Any notice required to be given to the Municipality hereunder shall be given to the Municipality by registered mail to:

Sonya Watson, Chief Administrative Officer
Municipality of Brockton
100 Scott Street, Box 68
Walkerton, ON N0G 2V0
Phone: (519) 881-2223 ext. 126
Fax: (519) 881 - 2991

8.7 Registration

The Developer consents and authorizes the registration of this Agreement by the Municipality's Solicitor on title to the Lands both before and after the registration of the Plan in the Land Registry Office, which said registration is at the sole discretion of the Municipality and all costs of registration shall be paid for by the Developer.

The Developer hereby agrees that until the Municipality has registered this Agreement upon title to the Lands, no lots or blocks in the plan shall be conveyed.

The Developer, and any subsequent owner of the Lands, shall be prohibited from registering a restrictive covenant under Section 119 of the Land Titles Act, or any other Act, that would prohibit, restrict, or regulate any use of the Lands otherwise permitted via the Comprehensive Zoning By-Law 2013-026 as amended.

The parties hereto agree that a copy of the signed Agreement shall be forwarded to the County of Bruce prior to the registration of the Agreement.

8.8 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Lands (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge, including, but not limited to, instrument number BR143484 being a Charge in favour of Meridian Credit Union Limited.

Further, the mortgagee, if any, agrees that in the event of an assignment or transfer of the mortgage on the Lands, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement.

8.9

Requirements for Building Permits

The approval of the Plan by the Municipality or the acceptance by the Municipality of the Works shall not be deemed to give any assurance that Municipal building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Municipality. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every Builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and Builders. The Municipality shall have the right to refuse to accept for consideration any such application for a building permit until:

- (a) Preliminary Acceptance has been granted by the Municipality for Stage 1 servicing for that phase of the Subdivision;
- (b) The Developer has provided sufficient documentation to the Municipality's Engineer confirming that electrical distribution and street lighting and the remaining underground services, telephone, cable t.v., and gas are being scheduled for installation; and will be completed within six (6) weeks of the date of issuance of the building permit;
- (c) Approval of the Municipality has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto;
- (d) A certificate has been given by the Municipality's Chief Building Official that the building location is in compliance with the Zoning By-law of the Municipality;
- (e) The signs denoting "Unassumed Roads" as set out in paragraph 3.14 of this Agreement have been installed at the entrances to the Subdivision;
- (f) All dead trees within the limit of the Plan have been removed;
- (g) All street identification signs required by this Agreement have been installed and are in place;
- (h) Payment to the Municipality by cash or letter of credit in the amount of two thousand dollars (\$2,000.00) as a Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") per Lot or Block in the Plan of which the sum of \$100.00 is non-refundable. The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner's Final Grading Certificate has been filed with and accepted by the Municipality's Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Municipality's Chief Building Official and the Municipality's Director of Operations;
- (i) With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Municipality's Chief Building Official or the Municipality's Director of Operations, the Municipality may, at its option, undertake the repair of such damage and all costs over and above the two thousand dollars (\$2,000.00) deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be charged against the Lot or Block for which repairs were carried out and shall be payable forthwith;

- (j) Payment to the Municipality by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Municipality;
- (k) A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Municipality pursuant to Section 6.4 (b); and
- (l) The Developer agrees that the preceding requirements in this Section 8.9 are in addition to and not in substitution of the requirements of the Building Code Act with respect to the issuance of Building Permits.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Municipality's Chief Building Official and the said Certificate shall not be issued until:

- (a) Preliminary Acceptance has been granted for Stage 2 servicing for the particular phase of the Subdivision including the Lot or Block.
- (b) The roadway from the entrance of the Subdivision to and including the lot or block of which the building is a part, has received the base course asphalt.
- (c) The electrical distribution plant including street lights have been installed and approved by the relevant utility company.
- (d) The traffic and street signs have been installed and approved by the Municipality's Engineer.
- (e) Subject to Section 6.4 (c), the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Municipality's Chief Building Official pursuant to Section 6.4 (c).
- (f) The telecommunications and gas mains have been installed and approved by the Municipality's Engineer.
- (g) The Developer agrees that the preceding requirements in this Section are in addition to and not in substitution of the requirements of the Building Code Act with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Municipality's Engineer. The Municipality agrees that if the Developer wishes to obtain up to three (3) building permits for the purpose only of building model homes prior to the installation of services, as set out in Section 8.9, permits may be issued provided the Developer has executed a No-Occupancy Agreement (Schedule "1") and the Municipality shall require a deposit or Letter of Credit as a guarantee of no-occupancy. In the event that the Developer fails to meet all the requirements set out in Section 8.10 for any building permit that is issued pursuant to the Developer's delivery of a No-Occupancy Agreement, the Developer hereby acknowledges that the deposit shall be immediately forfeited to the Municipality. Such failure to meet the Section 8.10 obligations shall constitute a breach of this Agreement and the Municipality may immediately draw down any security held under this Agreement to complete any work required or fulfill any other requirements of Section 8.10 for any model home that was built pursuant to this Section 8.11.

8.12 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any court or proceeding or action, whatsoever in law or in equity, the right to the Municipality to

enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceeding.

The Developer acknowledges that the Municipality is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Municipality is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Municipality may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification to Purchaser

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Municipality pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale. Further, the Developer shall furnish a list of those services included in the purchase, specifying those installed and those to be installed at no additional cost.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan in the Land Registry Office whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1 and Stage 2 services. In any phase, the top coat of asphalt shall be completed within twenty-four (24) months of preliminary acceptance of Stage 2 of the services; unless written consent altering this condition is received from the Municipal Engineer. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Municipality declaring this Agreement to be null and void, and the Municipality may deem the property not to be a Plan of Subdivision.

8.16 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the Lands (each hereinafter in this clause called "such Person"), any rights against the Municipality or the Municipality's Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Municipality to force any such Person to perform any obligations under this Agreement or any negligence of any such Person in the performance of the said obligations.

The only duty and responsibility of the Municipality's Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality's Engineer under this Agreement do not in any way create any liability on the part of the Municipality or the Municipality's Engineer to the Developer or any person acquiring any interest in the Lands.

8.17 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

8.18 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Municipality's Engineer shall decide which provisions shall prevail.

8.19 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires*, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

8.20 Amendment

Without in any way limiting the rights of the Municipality, the Developer agrees that the Municipality may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof. Any amendments to this Agreement shall be agreed upon by the parties in writing.

8.21 Further Assurances

The Developer agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

8.22 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

8.23 Headings

The headings contained herein are for reference only.

8.24 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and its respective heirs, executors, administrators, successors and assigns.

8.25 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute one and the same agreement. Any manually executed signature to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

Development Charges shall be paid in accordance with the current Development Charges By-law, as amended from time to time of the Municipality, if any.

The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, the Local Improvement Act, and the Municipal Act, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the property on the Plan. Before the Plan is approved, the Developer agrees to commute and pay the Municipality's share of any charges made under the Drainage Act, and the Municipal Act presently servicing this property and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the services and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of all of the works as set out in Schedule "E" and as approved by the Municipality, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of all Works as set out in Schedule "E" and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 100% of the Schedule "E" estimate.
- (d) Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Municipality for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities.
- (e) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

- (f) Unless each and every Letter of Credit is renewed as noted above, the Municipality shall have the absolute right to refuse to accept any building permit applications and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

- (g) The amount for securities shall be submitted by the Engineer for the Developer to the Municipality's Engineer for review. The agreed upon security amount shall be inserted in Schedule "E" to this Agreement.

The Municipality reserves the right, at any time, to review the amount of security deposited in light of the value of the work remaining to be completed for any current or subsequent phases of the project and to require an adjustment in the securities, such adjustment to be based upon any anticipated changes to site conditions or construction costs.

9.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

- (a) To obtain a reduction in security the Developer shall file with the Municipality's Engineer a written application in accordance with Schedule "J" attached hereto.
- (b) The application shall include written confirmation from the Developer's Engineer:
 - i. describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - ii. confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - iii. describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipality confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.
- (d) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "E" or twenty thousand dollars (\$20,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services, it shall supply the Municipality with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 The Construction Act

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Act, and shall otherwise indemnify and save harmless the Municipality against any claims, actions or demands for liens or otherwise in connection with the Works and all costs in connection therewith, on a full solicitor and own client basis, and on the demands of the Municipality's Solicitor will forthwith take such steps to immediately discharge all liens registered against the Lands.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Municipality to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

The Municipality may enact a bylaw, or by-laws to provide that the Chief Administrative Officer is to execute a partial release of this Agreement, which partial release should be in the form attached hereto as Schedule “K”. The completion and registration of such partial release shall constitute a full and final release of the obligations of the Developer with respect to the matters specified in the release, with the exception of lot grading requirements included in Section 6 of this Agreement, as established hereunder with respect to the lot named therein.

Notwithstanding the foregoing, the Municipality shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS

- 10.1 The Developer and the Municipality agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement.

SECTION 11 – FINALIZATION OF AGREEMENT

- 11.1 The Developer and Mortgagee(s), if any, hereby authorize the Municipality to add to Schedule “A” to this Agreement and to all deeds, easements and other documents delivered by the Developer to the Municipality to fulfil the terms of this Agreement, the number of the Plan once registered.

SECTION 12 – SIGNATURES

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals attested to by the hands of the proper officer duly authorized on its behalf.

(Walker West Estates Inc.)
 (
 (William Clancy, President
 (I have authority to bind the Corporation
 (
 (THE CORPORATION OF THE MUNICIPALITY
 (OF BROCKTON
 (
 (Chris Peabody, Mayor
 (
 (Fiona Hamilton, Clerk
 (We have authority to bind the Corporation

Developer's Address: c/o William Clancy, 36 John Crescent, Chepstow, ON, N0G 1K0

Developer's Telephone: 519-889-2044

Developer's Facsimile: _____

SCHEDULE “A” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

PCL 21-1 SEC CON 1 SDR TWP Brant; PT LT 21 CON 1 SDR BRANT PT 1, 2, 3, & 4
3R5553; S/T ROW, DESCRIBED IN INSTRUMENT R82227 IN FAVOUR OF BELL
CANADA IN, OVER, ALONG AND UPON PT OF SAID LT 21 DESIGNATED AS PT 2,
3R5553, S/T LT44950; MUNICIPALITY OF BROCKTON

Property Identifier Number (PIN):33198-0008

SCHEDULE “B” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

PLAN OF SUBDIVISION

A Draft Plan of Subdivision prepared by Cobide Engineering Inc., (their drawing no. 02701-TS), dated February, 2019 and revised to Third Submission dated May 21, 2020 The Draft Plan is on file in the offices of the Municipality of Brockton.

SCHEDULE “C” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

MUNICIPAL SERVICING GUIDELINES

The Municipal Servicing Guidelines published by the Municipality dated June 25th, 2019, shall provide the basis of designing municipal services with the Development. The Municipality reserves the right, should these Servicing Guidelines be amended within three (3) years of the date of the registration of the first phase of any Development to require the Developer to alter its designs to satisfy those new Guidelines.

SCHEDULE “D” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

CHECKLIST OF WORKS TO BE CONSTRUCTED

1. Roads complete with asphalt paving and curb and gutter ☒
2. Storm Water Management Plan, and storm sewer system ☒
3. Sanitary sewers and building connections to the lot line ☒
4. Water distribution system, fire protection and building connections to the lot line ☒
5. Grading and requirements of a site grading plan ☒
6. Underground electrical distribution system and an electrical service ☒
7. Street lighting ☒
8. Utility obligations – telephone, cable t.v., gas service ☒
9. Sidewalks ☒
10. Topsoil and sod on boulevard from property line to curb ☒
11. Pedestrian walkways. ☒
12. Lot house number signs. ☒
13. Street name signs. ☒
14. Traffic signs, as required. ☒

Note: Works Required Denoted by ☒

SCHEDULE “E” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS**

Item	Estimated Cost		
	Phase 1	Phase 2	Phase 3
1.0 General Construction Items and Removals	103,600	16,000	16,000
2.0 Sanitary Sewers	174,800	175,300	170,400
3.0 Watermains and Appurtenances	172,600	209,700	157,900
4.0 Storm Sewers and SWM	539,300	301,100	249,000
5.0 Road Works	473,700	407,300	322,600
6.0 Contingency Allowance	50,000	50,000	50,000
Total Construction	1,514,000	1,159,400	965,900
Allowance for Engineering	75,000	57,600	47,100
Sub-total	1,589,000	1,217,000	1,013,000
HST 13% (rounded)	207,000	158,000	132,000
Total Security Required	\$ 1,796,000	\$ 1,375,000	\$ 1,145,000

It is acknowledged that the development is proposed to be registered in 3 phases. Security will be posted for each phase. A Pre-servicing agreement was signed for Phase 1. For Phase 1 the initial posting of security under this agreement will be adjusted in accordance with the value of the remaining works and reduced as outlined in Section 9.3 of this agreement.

SCHEDULE “F” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – CLAUSE 6.3

None

SCHEDULE “G” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

OWNER’S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to the Corporation of the _____ of _____ (the “Municipality”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.

STREET

MUNICIPALITY

LOT/BLOCK

REGISTERED PLAN NO.

Have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Municipality) referred to in the Agreement registered against the title to the above property as shown on the As-Recorded grading survey attached.

The undersigned further certifies to the Municipality that a field survey has been completed by the undersigned and that:

1. The final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Agreement.
2. The grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. The above lot has been graded to provide positive drainage in the front, rear and sideyard and that there is no area of the property which is subject to ponding of water; and
4. That in all cases, the final grading conforms to the intent of the grading plant.

This certificate is given and delivered to the Municipality in full knowledge that the Municipality relies on this certification in providing a release of the applicable Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 20____.

Signature of OLS/Professional Engineer

NOTE: Copies of this Owner’s Final Grading Certificate are available at the Municipality’s Building Department.

SCHEDULE “H” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE MUNICIPALITY

Block 136
Block 138
Block 139
Block 140

A 0.3 m reserve across the west end of the future road stub between Lots 119 and 120.

LIST OF EASEMENTS TO BE GRANTED TO THE MUNICIPALITY

A 3.0 m. easement along the rear of Lots 18-39 for rear yard drainage.

A 5.0 m easement along the rear of Block 133 and 134 and Lots 106 to 132 for rear yard drainage.

Note: The Lot and Block numbers above reference the original numbering on the draft plan. It is acknowledged that the development will be registered in phases and that final numbering of the various portions will be altered in accordance with each Plan.

SCHEDULE “I” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

NO OCCUPANCY AGREEMENT
DATED THIS DAY OF 2020
BETWEEN _____ Hereinafter called “Owner” and **THE CORPORATION**
OF THE MUNICIPALITY OF BROCKTON Hereinafter called “The Municipality”

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of ten (\$10.00) Dollar of lawful money of Canada, the Parties hereto mutually covenant and agree as follows:

1. In consideration of the Corporation of the Municipality of Brockton issuing a building permit to the Owner for
2. _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the services referred to in the Subdivision Agreement between the Municipality and Walker West Estates Inc. dated (“the Subdivision Agreement”) have been installed to the satisfaction of the Municipality;
3. The Municipality hereby acknowledges that it has a deposit from the Developer in the sum of _____ and will use its best efforts to see to it that the services described in the Subdivision Agreement are completed by _____.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
This _____ day of _____, 2020.

(
(
(

(

(THE CORPORATION OF THE
(MUNICIPALITY OF BROCKTON
(
(Mayor
(
(
(Clerk
(We have authority to bind the Corporation.

SCHEDULE “J” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

APPLICATION FOR REDUCTION OF SECURITY

To:	(Name of Municipality’s Engineer), Engineer, _____ of _____
Developer:	(Name of Developer)
Agreement:	(Date of Agreement)
Property:	(Legal Description of Property)
Application No.	(Specify number of application)

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Agreement between the Developer and the Municipality.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Municipality’s Engineer with full knowledge that the Municipality’s Engineer and the Municipality will rely upon the information contained herein in granting a reduction of the security held by the Municipality pursuant to Section 9.2 of the said Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 20____.

Signature of Developer’s Engineer

Name of Developer’s Engineer

SCHEDULE “K” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality’s Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF:

Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of the Corporation of the Municipality of Brockton under an Agreement registered against the lands hereinafter described as Instrument No. _____,

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE the Corporation of the Municipality of Brockton releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.5 in said Instrument No. _____, as amended, and certifies that all other provisions of that Agreement, as amended, are no longer binding with respect to the said lands. The lands released hereby are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the _____ of _____ (_____), County of Bruce and being composed of Lot _____ Registered Plan _____, the _____ of _____ has, by Bylaw _____, registered in the said registry office as Instrument No. _____, provided that this Partial Release shall be executed by the Clerk and sealed with its seal.

DATED this _____ day of _____, 20 _____

Chief Administrative Officer

SCHEDULE "L" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

CONDITIONS OF DRAFT APPROVAL

The Conditions of Draft Approval for File No. 41T-18-01.34 for the Corporation of the County of Bruce are available for review in the offices of the Municipality of Brockton.

SCHEDULE "M" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Municipality's Agreement.

SPECIAL PROVISIONS

The following special provisions apply to this Agreement:

1. Prior to the registration of the Plan, the Developer shall provide payment to the Municipality of Brockton in the amount \$12,603.47 being 5% of the land included in the Plan for residential purposes, pursuant to the provisions of Section 51.1(3) of the Planning Act and that the owner acknowledge that Block 140 and the access walkways are not considered to be parkland.
2. Second paragraph of Section 9.2 of the Municipal Servicing Guidelines referenced is Schedule D to the agreement is amended as follows:
 "At least one tree shall be planted in the boulevard in front of each lot (single family or semi-detached) generally within one year of the completion of the curb and gutter and paving in that section of subdivision. On corner lots, two additional trees will be required on the flankage. Trees are to be planted so as not to interfere with other street functions or services when the tree matures. Trees shall be planted in the boulevard, at the property line, generally opposite the driveway on any lot and not interfering with municipal services."
3. Prior to the sale or development of Lot 15 and Block 137, the walkway corridor identified as Block 138 be paved and fenced to the satisfaction of the Municipality of Brockton and that the owners / residents acknowledge that Block 138 is owned by the municipality and it will provide pedestrian access to the public park;
4. Prior to the sale of Lots 99 and 100, the Developer acknowledges that Block 139 is owned by the Municipality and that the Block will provide access to the storm water management facility for maintenance purposes and that, from time-to-time the block will be accessed by heavy construction vehicles;
5. The Developer must review the available water supply and pressures and complete design documents to confirm how far north in Phase 1 permits can be considered prior the commissioning of the Booster Pumping Station to the satisfaction of the Municipality.
6. The Developer ensure that overland flow of storm water from the lands to the west not have a negative effect on the residential development along the western boundary of the subject lands to the satisfaction of the Municipality.
7. Prior to the first sale of any lot or block, the Developer will provide an easement along the rear property line of Lots 19 to 39 inclusive and install a storm sewer in this easement and locate the catch basins to the storm sewer and provide easements from Street B to these catch basins all to the satisfaction of the Municipality.
8. The Developer, and any subsequent owner of land to which this Subdivision Agreement applies, shall be prohibited from registering restrictive covenants under Section 119 of the Land Titles Act, or any other Act, that would prohibit, restrict, or regulate any use(s) of the land otherwise permitted via the applicable Zoning By-law and the Developer shall be forwarded to the County of Bruce prior to the Final Approval of the Plan.
9. The Developer agrees to make satisfactory arrangements with the appropriate electric provider for the provision of permanent or temporary electrical services to this Plan.
11. The Developers agrees to make satisfactory arrangements for the provision of permanent or temporary telecommunications services, gas and cable services to this Plan.
12. The Developer shall provide an overall utility distribution plan to the satisfaction of the Municipality including the necessary easements and /or agreements required for the provision of gas service.

13. That the Owner agree to make satisfactory arrangements for the installation of postal boxes, if deemed necessary by Canada Post. The location and construction standard of community postal boxes shall be jointly approved by Canada Post and the Municipality of Brockton.

14. The Developer shall include the following in all offers of purchase and sale for all Draft Approved Lots on the Draft Plan as follows:

i. "Stormwater Management Facilities

Purchasers are advised that facilities for the management of stormwater runoff on the lot are subject to an approved Stormwater Management Plan. No owner of any lot shall alter, interfere with or remove any of the Stormwater Management Facilities located within the lot except in accordance with the approved Stormwater Management Plan. Changes or alterations to the approved Stormwater Management Plan shall require the prior approval of the Municipality of Brockton and acceptance by the Saugeen Valley Conservation Authority."

ii. "Lot Grading

Purchasers are advised that the grading of the lot is subject to an approved Lot Grading Plan. No owner of any lot shall alter the grade or place or remove any fill material within any yard except in accordance with the approved Lot Grading Plan. Changes or alterations to the approved Lot Grading Plan shall require the prior approval of the Municipality of Brockton and acceptance by the Saugeen Valley Conservation Authority."

15. The following Notice / Warning Clause shall be included by the Developer in offers of purchase and sale for Draft Approved Lots 15, 16, 17, 18 and 19 and Block 137 on the Draft Plan as follows:

i. "Park

Purchasers are advised that a municipal park is located in proximity to the lots. As such, noise, light and other effects associated with park activities may be expected during the days and evenings throughout the year.

16. The following Notice / Warning Clause to be included by the Developer in offers of purchase and sale for Draft Approved Lot 15 and Block 137 on the Draft Plan as follows:

i. "Pedestrian Walkway

Purchasers are advised that a municipal pedestrian walkway is located abutting the lot. As such, noise and other effects associated with the walkway may be expected during the days and evenings throughout the year.

17. The following Notice/Warning clause shall be included by the Developer in offers of purchase and sale for Draft approved Lots 106 to 132 and Blocks 133 and 134 on the Draft Plan as follows:

i. Adjacent Farmland

Purchasers are advised that these parcels about farmland. Residents can expect normal farming activities to occur on these lands. Further, a concrete block retaining wall has be constructed on a municipal easement on each of these parcels to redirect surface water from the immediately adjacent farmland, collect it, and transmit it to an outlet.

18. Prior to any grading or construction on the site, and prior to Final Approval of the subdivision by the County, the Developer shall prepare and submit for review and approval the following to satisfaction of the SVCA and the Municipality:

i. **Lot Grading and Drainage Plan** prepared by a qualified consultant. The detailed Plan shall be prepared in accordance with the prevailing Ministry of the Environment planning and design guidelines and other related technical criteria as determined by the SVCA.

ii. **Stormwater Management Report** prepared by a qualified consultant.

a) A detailed Report shall be prepared in accordance with the prevailing Ministry of the Environment planning and design guidelines and other related technical criteria as determined by the SVCA. The Report shall detail the methods that will be used to control surface water flow within the development lands and through abutting properties during and following

construction. The report shall also detail the methods that will reduce any negative impacts to water quality.

b) In the event that the Report recommends the establishment of any stormwater works, including detention or retention facilities, the subdivision agreement between the Owner and the Municipality of Brockton shall contain a provision whereby the Municipality of Brockton will assume ownership, operation and maintenance responsibility of same in perpetuity.

19. The Developer agrees to carry out or cause to be carried out the works recommended in the Stormwater Management Plan, Lot Grading Plan and Sediment and Erosion Control Plan to the satisfaction of the SVCA and the Municipality. The Municipality shall assume ownership, operation and maintenance responsibility for any stormwater facilities proposed.

20. The Developer agrees, that prior to registration of the plan and conveyance of blocks, roadways, trails, service corridors and reserves, it shall, to the satisfaction of the Municipality, ensure that said parcels are free of encumbrances, save and except for any utility easements and any amended private access easements or rights-of-way.

21. The Developer agrees to insert the following in all offers of purchase and sale for residential parcels:

- a. Property Monuments: Purchasers are advised that in addition to the property monuments required by the Surveyors Act and other legislation that additional property line delineation markers have been placed on the lot line abutting the road allowance and furthermore that such monuments shall not be removed or altered without the written approval of the Municipality.
- b. Environmental Protection Zone: Purchasers of residential lots abutting an 'EP' zone are advised that there shall be no site alteration, grading or tree removal within the 'EP' Zone except in accordance with an approved Plan.

22. Should human remains be identified during operations, all work in the vicinity of the discovery will be suspended immediately. Notification will be made to the Ontario Provincial Police, or local police, who will conduct a site investigation and contact the district coroner. Notification must also be made to the Ministry of Heritage, Sport, Tourism and Culture, the Bereavement Authority of Ontario, and the Ministry of Government and Consumer Services. Should other cultural heritage values (archaeological or historical materials of features) be identified during operations, all activity in the vicinity of the recovery will be suspended and the appropriate Ministry archaeologist contacted. This condition provides for the potential for deeply buried or enigmatic local site areas not typically identified in evaluations of potential.

23. Prior to Final Acceptance of any Stage of servicing in any Phase, the Developer, in addition to providing as-built drawings, shall provide, in a spreadsheet format suitable to the Municipality, a detailed inventory of all municipal assets for input into its asset management database.

24. The Municipality shall permit the Developer to begin construction on phase 1 of the Subdivision, being the southerly lots on the Plan, to be serviced from the existing municipally owned water system prior to completion of the booster pumping station.

25. The Lands as a whole shall be area graded by the Developer at one time and the topsoil for any lots not included in phase 1 shall be reinstated and shall be used as farmland to minimize the impact of the grading Work.

26. Access to the Subdivision shall be exclusively via the construction road connected to Bruce Road 2 until such time as the first Certificate of Inspection: re Readiness for Occupancy has been issued by the Municipality's Chief Building Official, after which time the Developer will take all reasonable steps to arrange for vehicles related to the construction of the Works to continue to use the entrance connected to Bruce Road 2.

27. The developer and the Municipality agree to work together to insure that the 3 phase power supply for the Booster Pumping Station is installed to suit the needs of the Municipality and not be overly detrimental to the subdivision servicing.

28. The Developer agrees that it will install sanitary sewer from the connection to the existing subdivision at Street A to a stub between Lots 119 and 120. Further, the Developer

acknowledges and agrees that under the terms of the Municipality's servicing guidelines, the oversizing of the sanitary sewer is one nominal pipe size and as such the Municipality shall make no reimbursement to the Developer for such oversizing.

29. The Developer agrees to pay sixty percent (60%) of the total, final shareable cost, which will shall be the total cost less \$35,000, of the water Booster Pumping Station project, including the construction cost of connecting mains, power supply, booster pumping station, pressure zone isolation chambers, and including engineering and HST. This cost assessment will be made upon commissioning of the facility. Payment in full will be made on the sixty percent (60%) share of the total final shareable costs ninety (90) days after notice of the commissioning of the facility.

Prior to the Municipality awarding any tender for the Booster Pumping Station project and within 20 calendar days of receipt of the municipal tender, the Developer shall post security in the form outlined in Section 9.2 of this Agreement in the amount of 60% of the estimated total final shareable costs as security against this final invoice.

30. Prior to the issuance of any Building Permit in any phase of the development, the Developer shall provide any easements as identified in Schedule H for that phase, and have installed any infrastructure within those easements to the satisfaction of the Municipality.

31. The Developer shall be responsible for installing fencing along the rear lots of 98 to 106 adjacent to the storm water management pond (Block 140) and along the easterly boundary of the subject lands adjacent to the existing residential development, being part of Lot 49 and lots 1, 50, and 51 of plan 3M-162. Fence will be a minimum of 5' high black chain link type fencing to be approved by the Chief Building Official.

In addition, the Developer will install a page wire fence along the entire westerly side of the subdivision along the property line of the adjacent farm property to the satisfaction of the Municipality.

All fencing, in any phase shall be installed prior to the Municipality allowing Occupancy on the adjacent residential properties.

32. The Developer shall agree that no gates shall be installed in the fencing referred to in Paragraph 31. A provision shall be included in the offers of purchase and sale prohibiting any subsequent owners from installing a gate other than at Block 139 for Municipal purposes.

33. Prior to occupancy on Lots 106 to 132 and Blocks 133 and 134 as shown on the Draft Plan, the developer shall install a concrete block retaining wall and associated drainage works within the Municipal easement along the westerly portion of these parcels.

WALKER WEST ESTATES

CONTRACT NO. 19-02701-01

MAYOR : MR. CHRIS PEABODY
CHIEF ADMINISTRATIVE OFFICER/ CLERK : MS. SONYA WATSON
DIRECTOR OF OPERATIONS : MR. GREGORY FURNEY

OWNER :

хэри

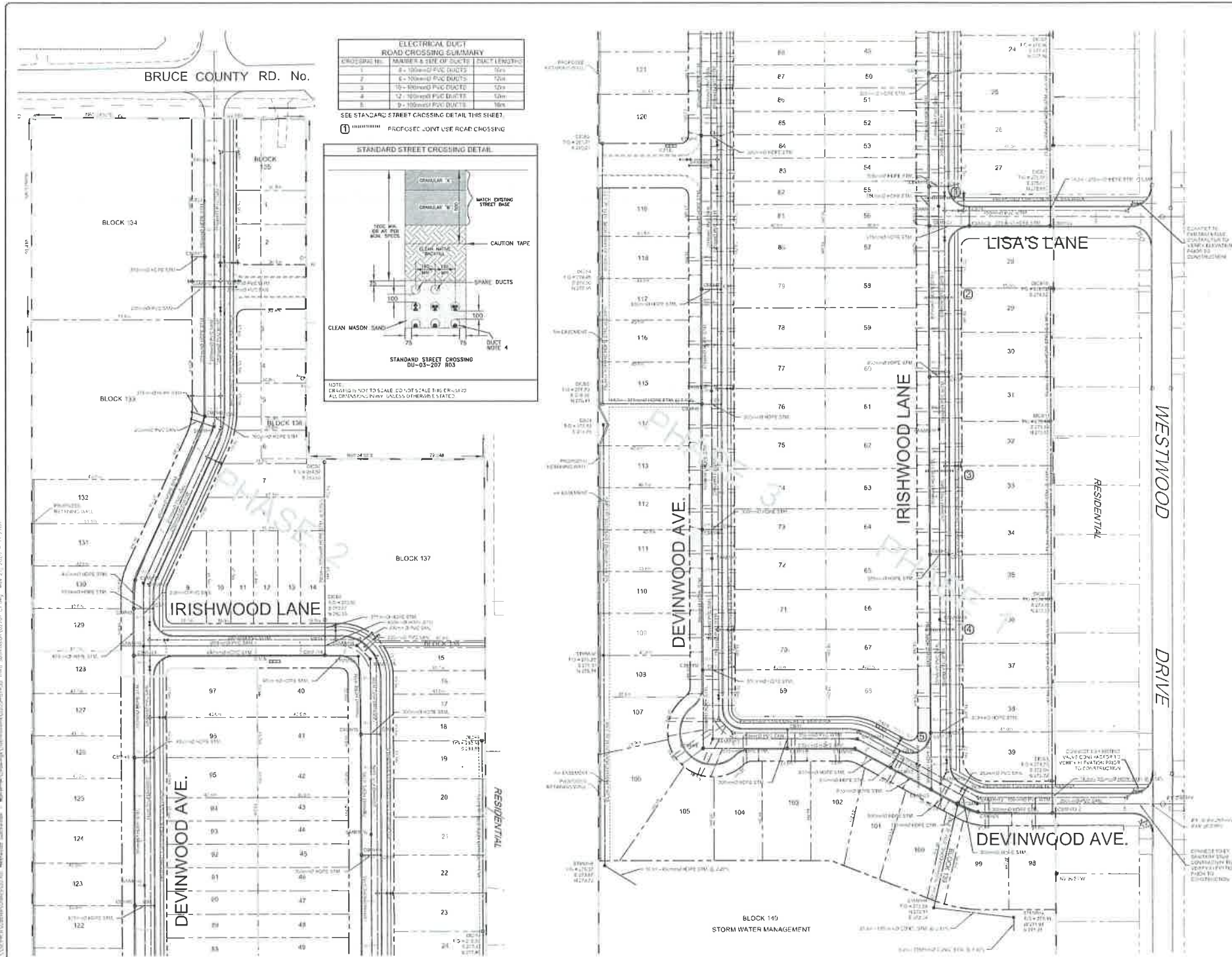
SHEET NO.	DESCRIPTION
02701-C1	GENERAL SERVICING PLAN
02701-C2	DEVINWOOD AVE. STA. 1+000 TO STA. 1+330 PLAN AND PROFILE
02701-C3	DEVINWOOD AVE. STA. 1+330 TO STA. 1+640 PLAN AND PROFILE
02701-C4	DEVINWOOD AVE. STA. 1+640 TO STA. 1+920 PLAN AND PROFILE
02701-C5	IRISHWOOD LANE STA. 2+000 TO STA. 2+260 PLAN AND PROFILE
02701-C6	IRISHWOOD LANE STA. 2+260 TO STA. 2+580 PLAN AND PROFILE
02701-C7	LISA'S LANE STA. 3+000 TO STA. 3+120 PLAN AND PROFILE
02701-C8	LOT GRADING PLAN
02701-C9	STORM WATER MANAGEMENT POND DETAILS
02701-C10	SIGNAGE PLAN
02701-ESC1	EROSION & SEDIMENTATION CONTROL PLAN
02701-C11	INTERM GRADING PLAN
02701-C12	ENGINEERING STANDARDS, MISCELLANEOUS
02701-C13	MISCELLANEOUS DETAILS 1
02701-C14	MISCELLANEOUS DETAILS 2
02701-C15	MISCELLANEOUS DETAILS 3



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[illegible][illegible][illegible]

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Notes:

1. THE DESIGN OF THIS PROJECT IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES TO THE SPECIFICATIONS.
2. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.
3. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.
4. THE DESIGNER IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.
5. THE DESIGNER IS NOT RESPONSIBLE FOR THE OPERATION OF THE PROJECT.
6. THE DESIGNER IS NOT RESPONSIBLE FOR THE SAFETY OF THE PROJECT.
7. THE DESIGNER IS NOT RESPONSIBLE FOR THE ENVIRONMENTAL IMPACT OF THE PROJECT.
8. THE DESIGNER IS NOT RESPONSIBLE FOR THE SOCIAL IMPACT OF THE PROJECT.
9. THE DESIGNER IS NOT RESPONSIBLE FOR THE ECONOMIC IMPACT OF THE PROJECT.
10. THE DESIGNER IS NOT RESPONSIBLE FOR THE POLITICAL IMPACT OF THE PROJECT.

Benchmark Information

NO.	DATE	DESCRIPTION	BY	CHKD
1	2010-03-21	DESIGN	J. BORDO	J. BORDO
2	2010-03-21	REVISION	J. BORDO	J. BORDO

COBIDE ENGINEERING INC.

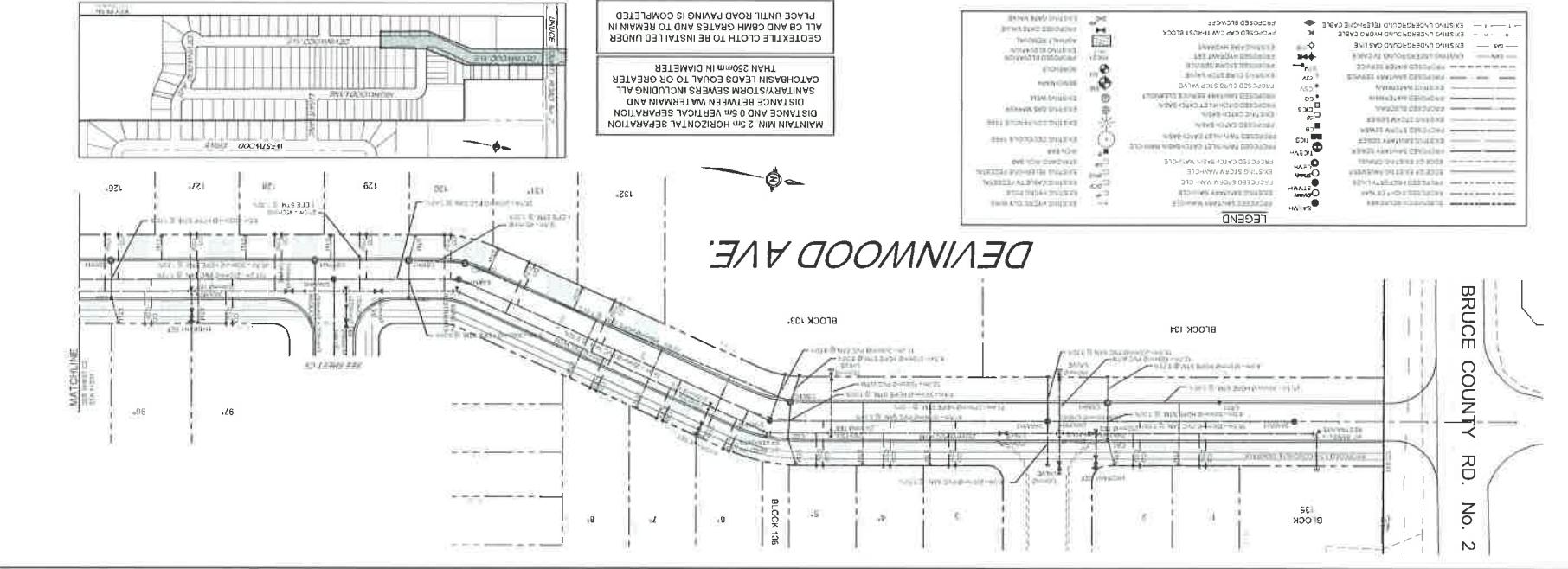
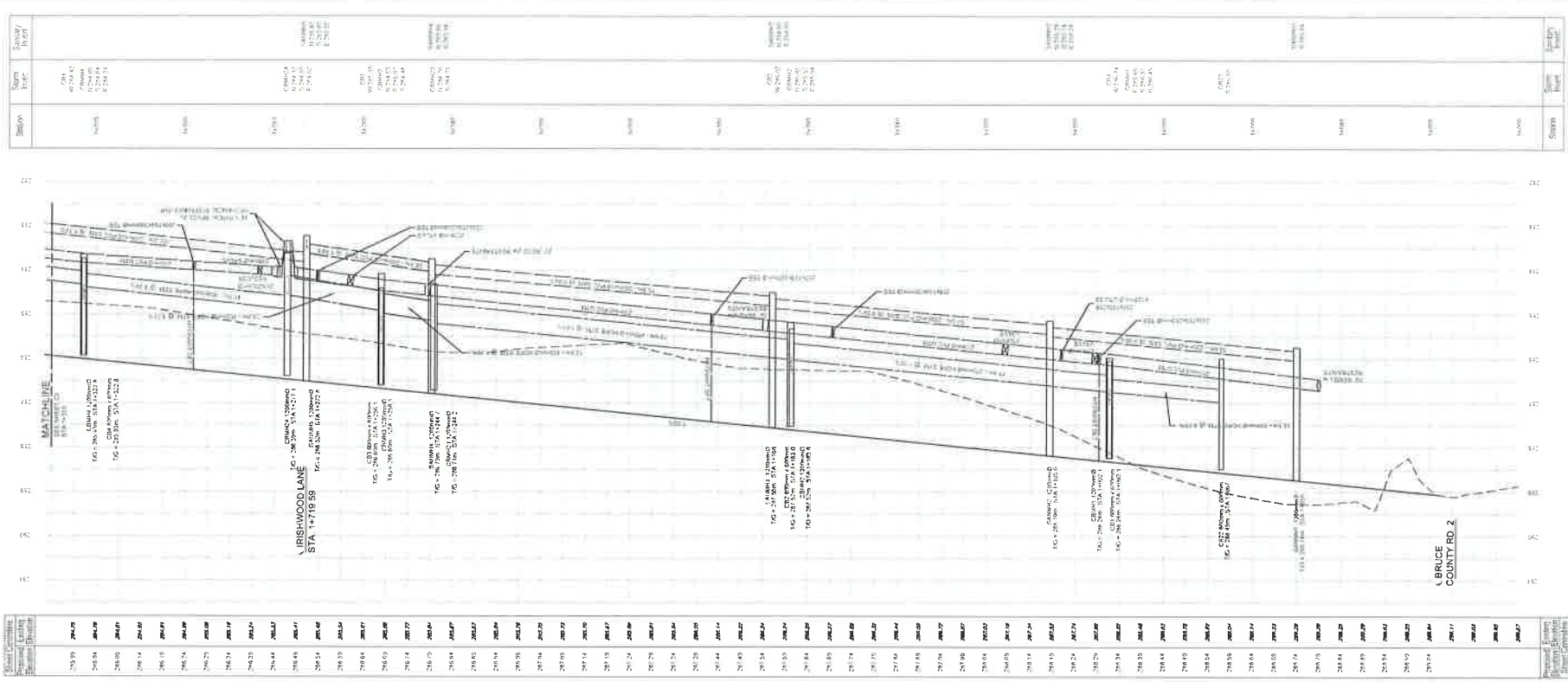
517-150 STREET, HAMILTON, ONTARIO N8N 1M4
Telephone: (519) 556-9959
www.cobide.com

WALKER WEST ESTATES
MUNICIPALITY OF BROCKTON
GENERAL SERVICING PLAN

1665426 Ontario Inc.

NO.	DATE	DESCRIPTION	BY	CHKD
1	2010-03-21	DESIGN	J. BORDO	J. BORDO
2	2010-03-21	REVISION	J. BORDO	J. BORDO

DRAWING 45 02701-C1



MAINTAIN MIN. 2.5M HORIZONTAL SEPARATION
DISTANCE BETWEEN WATERMAIN AND
GAS/STORM SEWERS INCLUDING ALL
CATCHBASINS/LEADS EQUAL TO OR GREATER
THAN 250MM IN DIAMETER
GEOTEXTILE CLOTH TO BE INSTALLED UNDER
ALL GAS AND GPMH GRATES AND TO REMAIN
IN PLACE UNTIL ROAD PAVING IS COMPLETED

LEGEND
1. EXISTING UNDERGROUND TELEPHONE CABLE
2. EXISTING UNDERGROUND GAS LINE
3. EXISTING UNDERGROUND WATER MAIN
4. EXISTING UNDERGROUND SEWER
5. EXISTING UNDERGROUND STORM SEWER
6. EXISTING UNDERGROUND CATCH BASIN
7. EXISTING UNDERGROUND MANHOLE
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COBIDE ENGINEERING INC.

165426 Ontario Inc.

STA. 1+000 TO STA. 1+300

PLAN AND PROFILE

WALKER WEST ESTATES

MUNICIPALITY OF BROCKTON

02701 C2

REVISIONS

NO.	DATE	DESCRIPTION
1	05/22/20	ISSUED FOR PERMIT
2	05/22/20	ISSUED FOR PERMIT
3	05/22/20	ISSUED FOR PERMIT
4	05/22/20	ISSUED FOR PERMIT
5	05/22/20	ISSUED FOR PERMIT
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7	05/22/20	ISSUED FOR PERMIT
8	05/22/20	ISSUED FOR PERMIT
9	05/22/20	ISSUED FOR PERMIT
10	05/22/20	ISSUED FOR PERMIT

Notes

1. THE SEWER LINE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 1.0M AT ALL LOCATIONS.

2. THE SEWER LINE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 1.0M AT ALL LOCATIONS.

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10. THE SEWER LINE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 1.0M AT ALL LOCATIONS.

Legend

1. EXISTING UNDERGROUND TELEPHONE CABLE

2. EXISTING UNDERGROUND GAS LINE

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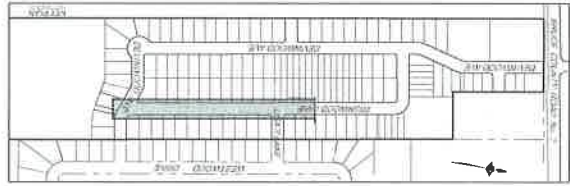
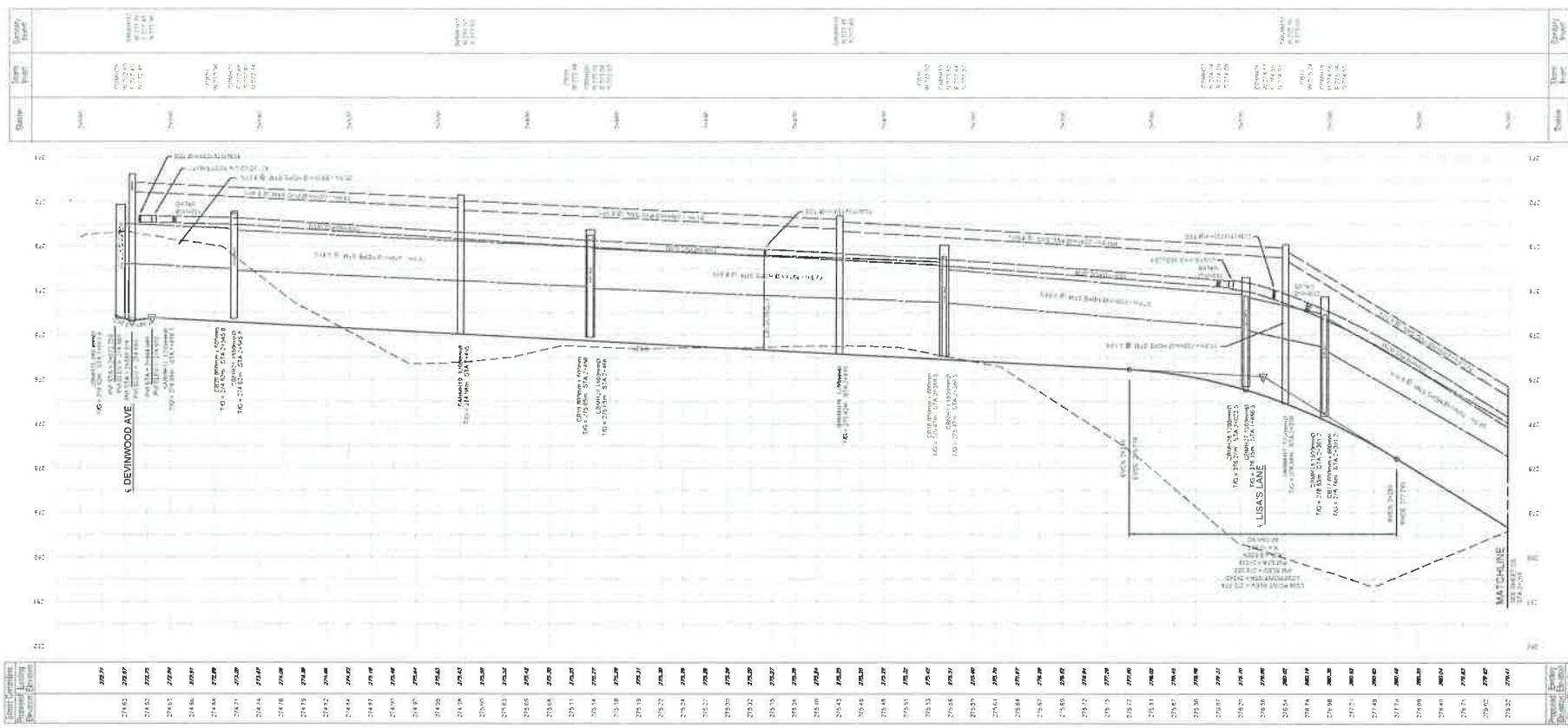
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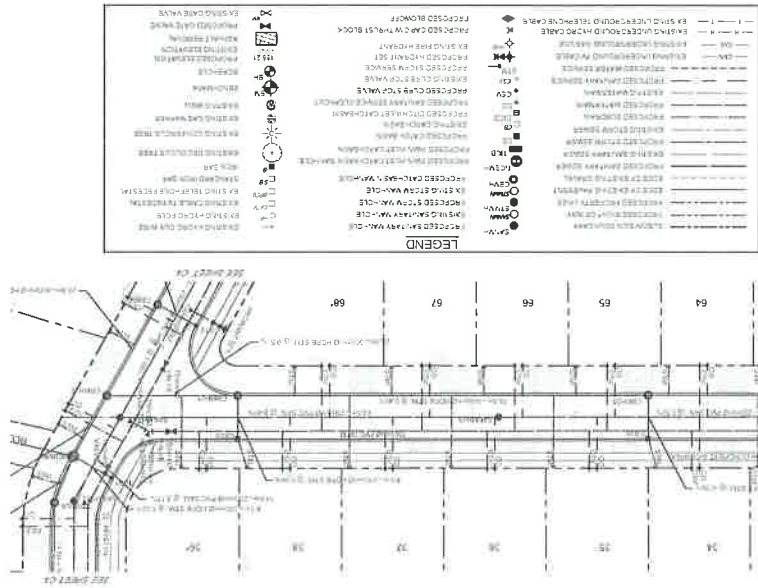
99. EXISTING UNDERGROUND EXITWAY

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MAINTAIN MIN 2.5m HORIZONTAL SEPARATION
DISTANCE AND 0.5m VERTICAL SEPARATION
SANTARASIN/STORM SEWERS INCLUDING ALL
CATCHBASIN LEADS EQUAL TO OR GREATER
THAN 250mm IN DIAMETER
GEOTEXTILE CLOTH TO BE INSTALLED UNDER
ALL CB AND CATCH BASINS AND TO REMAIN IN
PLACE UNTIL ROAD PAVING IS COMPLETED

IRISHWOOD LANE



COBIDE ENGINEERING INC.
447-339-0007 (TOLL FREE)
1665426 Ontario Inc.

WALKER WEST ESTATES
MUNICIPALITY OF BROOKTON
RISHWOOD LANE
STA. 2+280 TO STA. 2+580

DRAWING NO. 02701-05

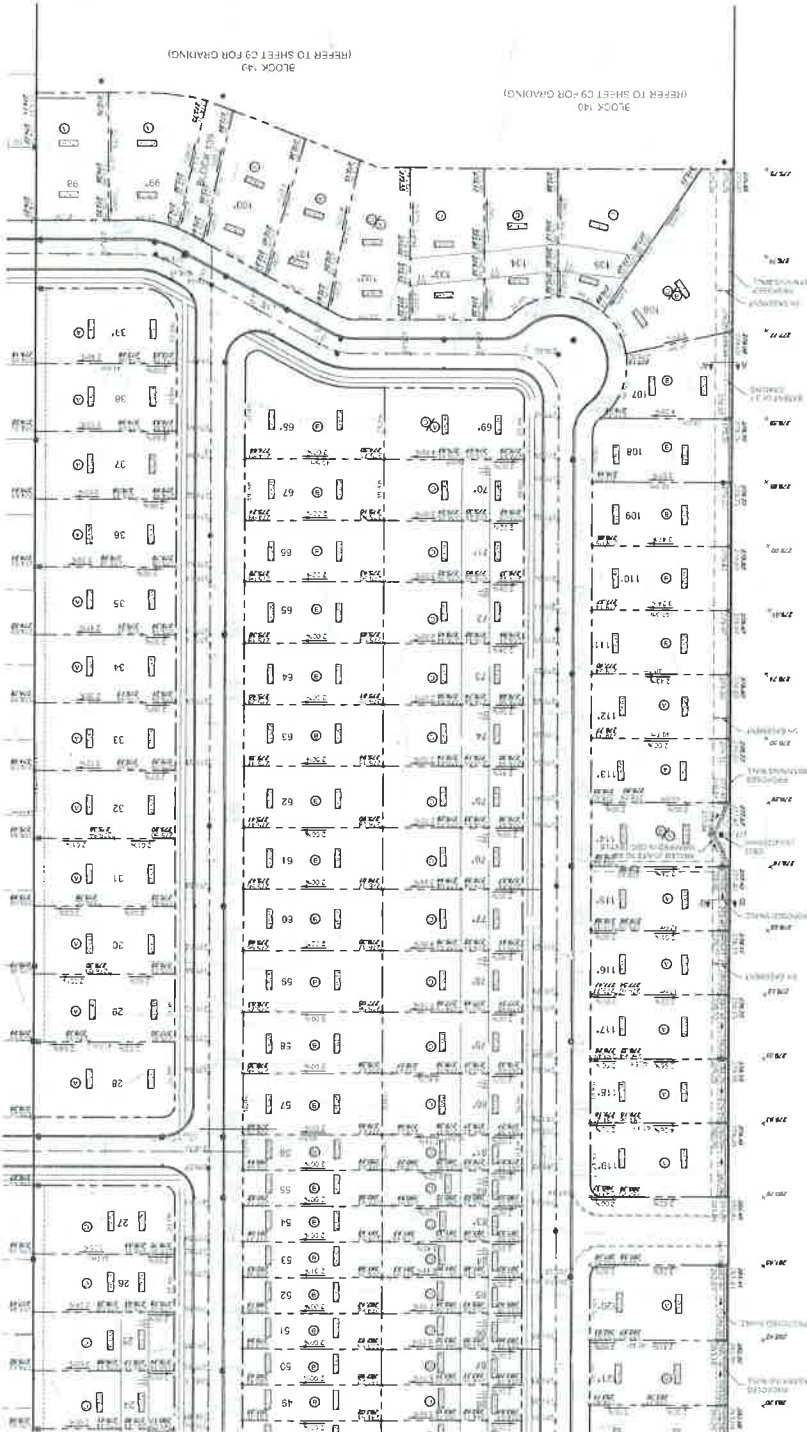
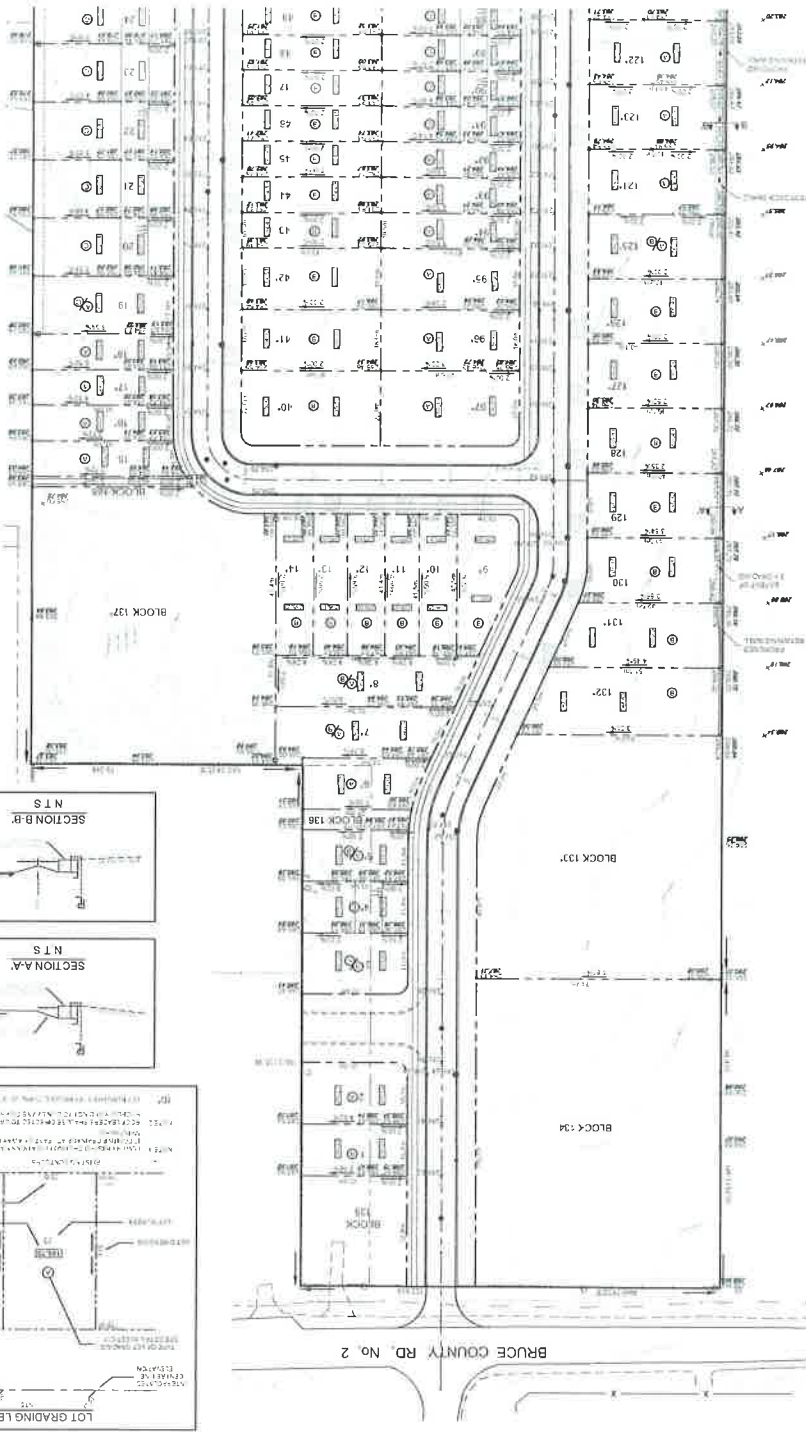
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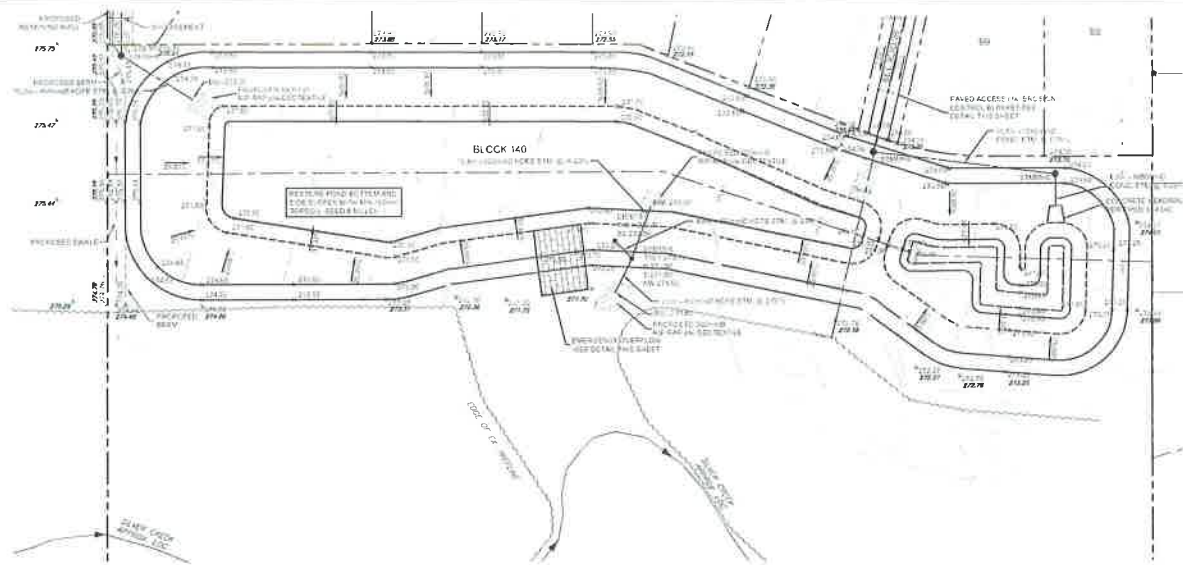
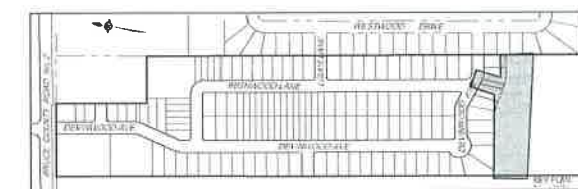
Benchmark Information

BM 1: 252.00m
BM 2: 253.00m
BM 3: 254.00m
BM 4: 255.00m
BM 5: 256.00m
BM 6: 257.00m
BM 7: 258.00m
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BM 15: 266.00m
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BM 19: 270.00m
BM 20: 271.00m

- NOTES:**
1. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION, LATEST REVISIONS.
 2. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION, LATEST REVISIONS.
 3. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION, LATEST REVISIONS.
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 20. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION, LATEST REVISIONS.



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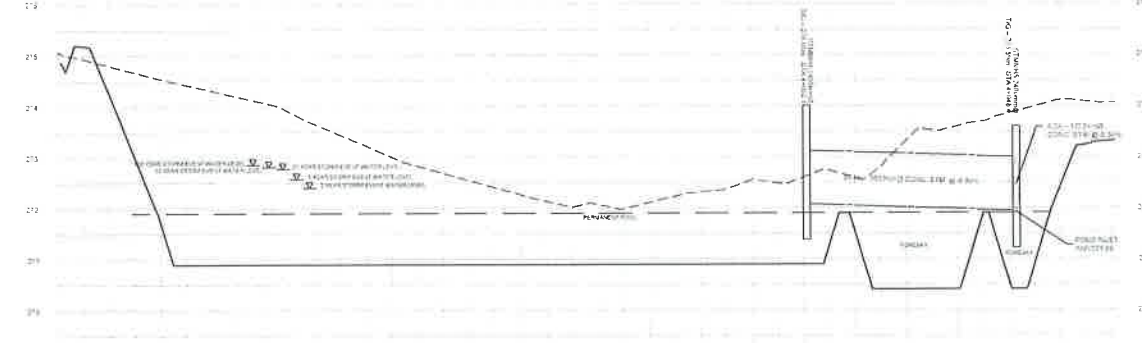
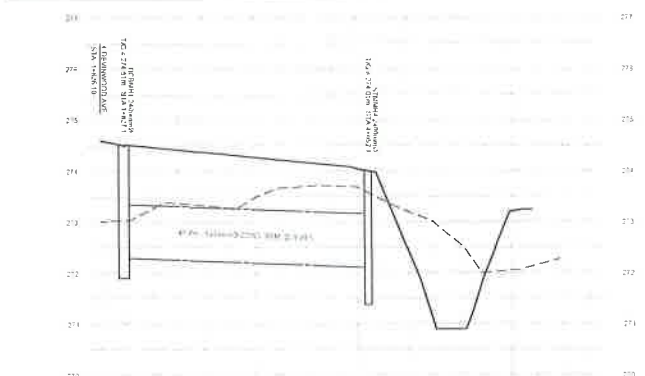
CAUTION: THE POSITION OF POLE LINES COULD BE WATERWAYS, SEWERS AND OTHER UNDERGROUNDS AND OVERGROUNDS UTILITIES AND STRUCTURES. NOT NECESSARILY SHOWN ON THE DRAWINGS AND WHERE SHOWN THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NEARLY ZERO. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

Notes

- [illegible]

MAINTAIN MIN 2.5m HORIZONTAL SEPARATION
DISTANCE AND 0.5m VERTICAL SEPARATION
DISTANCE BETWEEN WATERMAIN AND
SANITARY/STORM SEWERS INCLUDING ALL
CATCHBASIN LEADS EQUAL TO OR GREATER
THAN 250mm IN DIAMETER

GEOTEXTILE CLOTH TO BE INSTALLED UNDER ALL CB AND CBMH GRATES AND TO REMAIN IN PLACE UNTIL ROAD PAVING IS COMPLETED



Benchmark Information	
BV1	TOP OF S/L LOCATED AT THE NORTHWEST CORNER OF THE PROPERTY ELEVATION 235.12m
BV2	TOP OF S/L LOCATED ON THE SOUTH SIDE OF THE SOUTHERLY STREET CONNECTING TO WESTWOOD DRIVE ELEVATION 274.10m

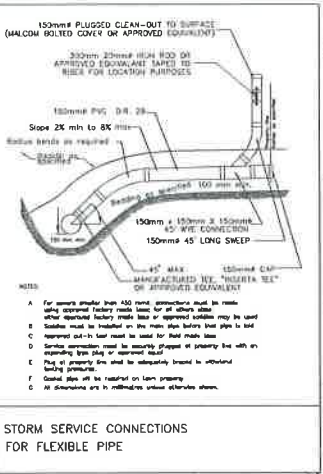
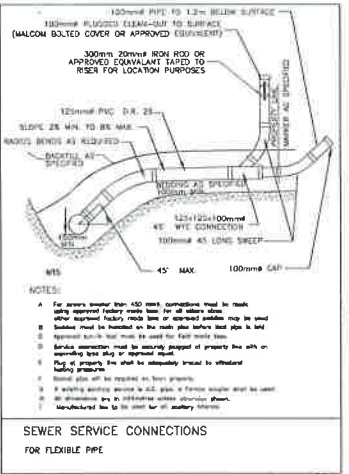
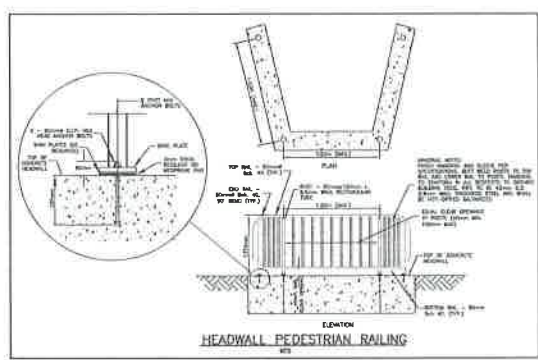
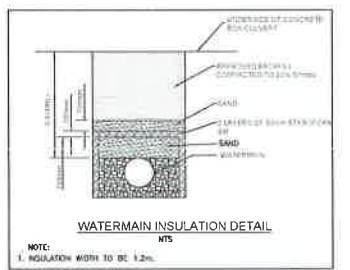
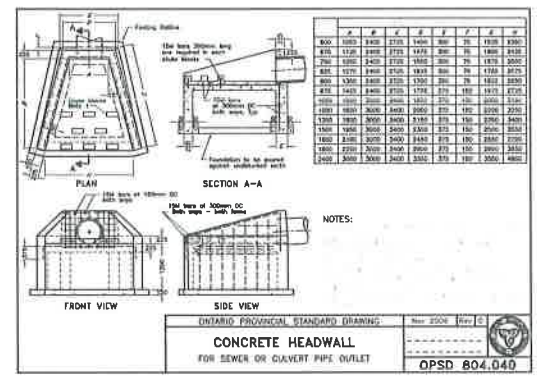
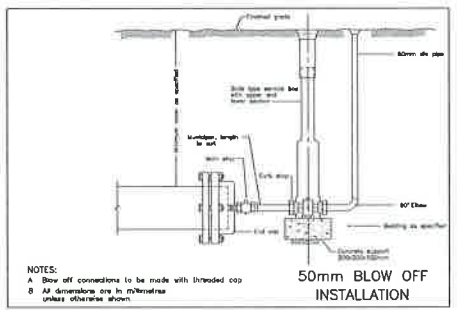
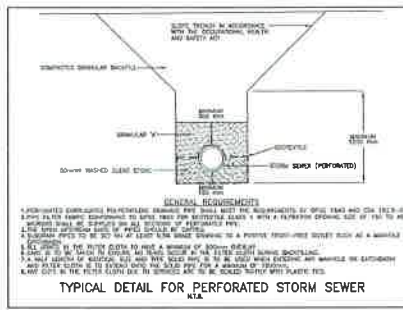
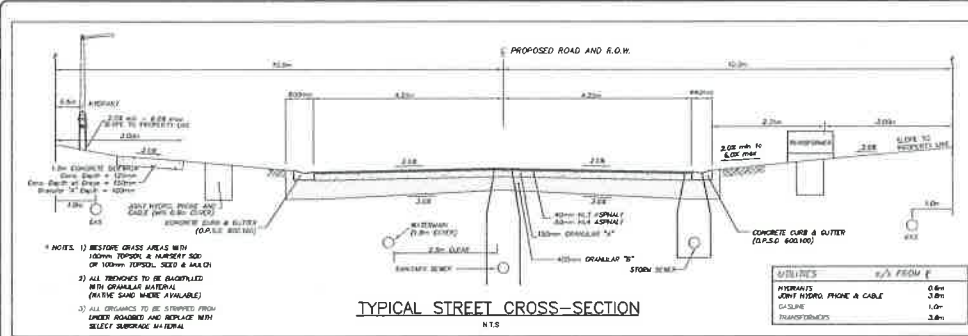
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WALKER WEST ESTATES
MUNICIPALITY OF BROCKTON

POND DETAILS

1665426 Ontario Inc

REV	T.B	Date	H 5 000 V 1.100
17	T.B	Revised	
18	T.B		
Date	FEB 2013		
DRAWING No.			02701-C9



MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS

GENERAL - CONSTRUCTION

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MUNICIPALITY OF BROCKTON ENGINEERING STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE MUNICIPALITY OF BROCKTON.

WATERMAIN AND WATER SERVICES

1. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
2. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
3. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
4. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
5. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
6. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
7. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
8. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
9. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.
10. WATERMAIN SHALL BE 150mm OR 200mm IN DIAMETER.

STORM SEWERS AND SERVICES

1. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
2. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
3. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
4. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
5. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
6. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
7. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
8. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
9. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.
10. STORM SEWER SHALL BE 150mm OR 200mm IN DIAMETER.

MATERIALS

1. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
2. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
3. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
4. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
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8. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
9. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
10. MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.

ITEM	DESCRIPTION	UNIT	QUANTITY
1	150mm x 150mm x 150mm	m	100
2	200mm x 200mm x 150mm	m	50
3	150mm x 150mm x 150mm	m	100
4	200mm x 200mm x 150mm	m	50
5	150mm x 150mm x 150mm	m	100
6	200mm x 200mm x 150mm	m	50
7	150mm x 150mm x 150mm	m	100
8	200mm x 200mm x 150mm	m	50
9	150mm x 150mm x 150mm	m	100
10	200mm x 200mm x 150mm	m	50

CAUTION
THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

Notes

1. SEE DRAWING FOR ALL NOTES.
2. SEE DRAWING FOR ALL NOTES.
3. SEE DRAWING FOR ALL NOTES.
4. SEE DRAWING FOR ALL NOTES.
5. SEE DRAWING FOR ALL NOTES.
6. SEE DRAWING FOR ALL NOTES.
7. SEE DRAWING FOR ALL NOTES.
8. SEE DRAWING FOR ALL NOTES.
9. SEE DRAWING FOR ALL NOTES.
10. SEE DRAWING FOR ALL NOTES.

COBIDE ENGINEERING INC.
517 - 10th Street, Unit 101, Oakville, ON L6H 6H6
www.cobide.com

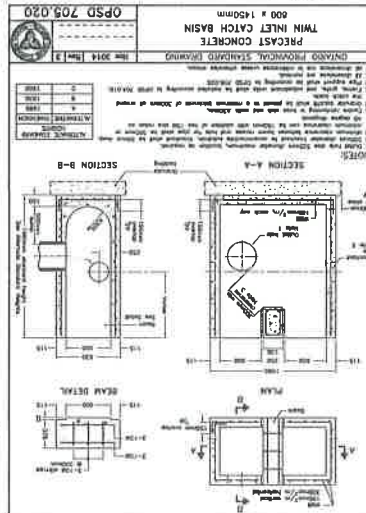
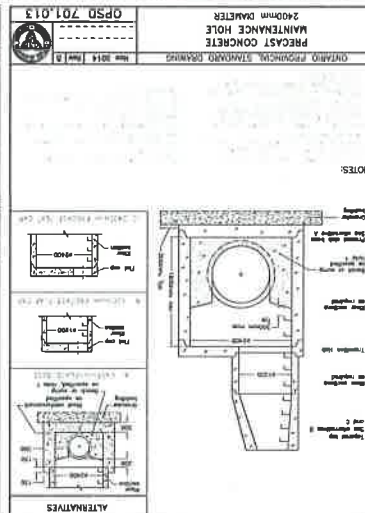
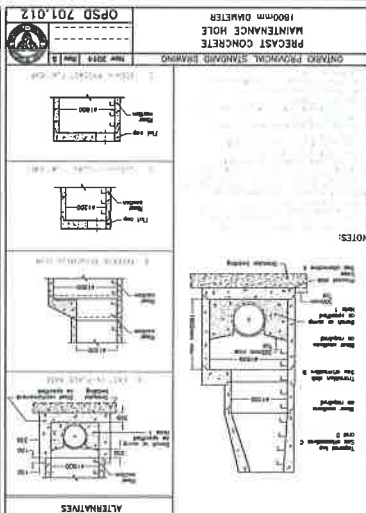
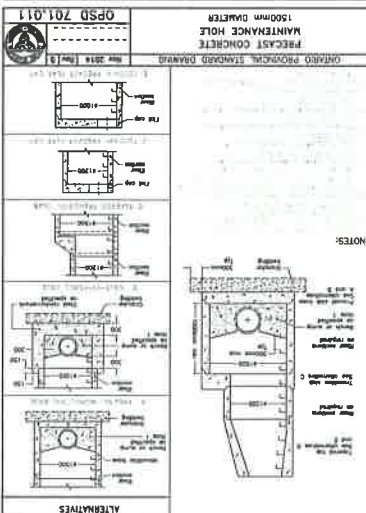
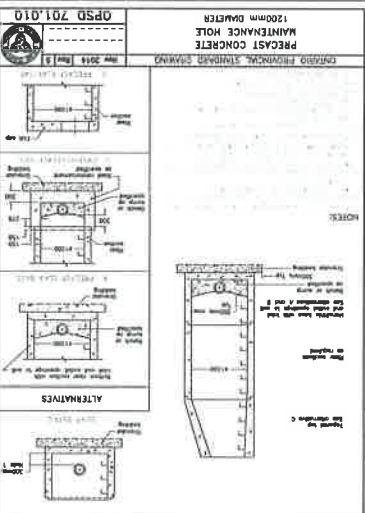
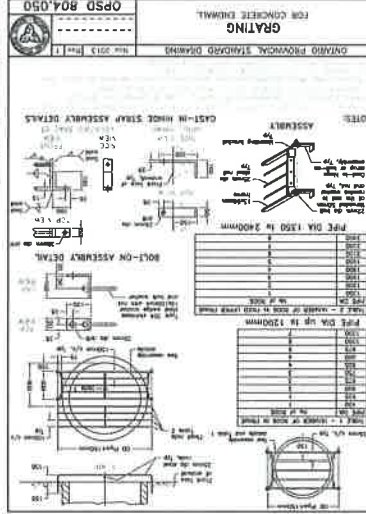
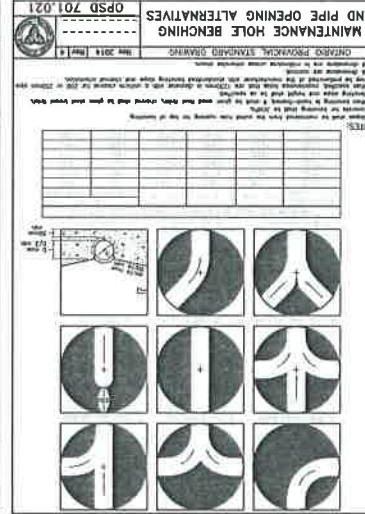
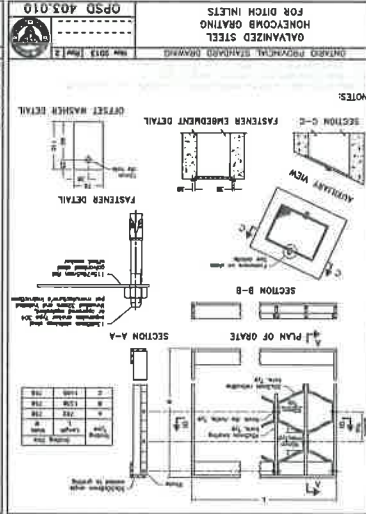
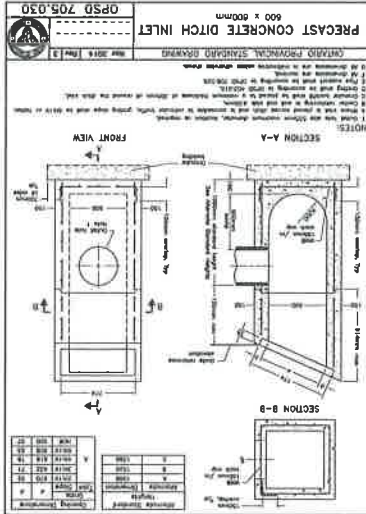
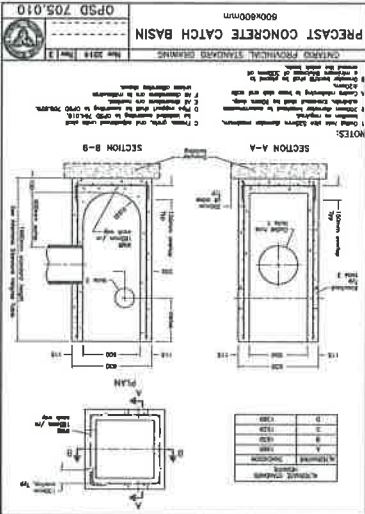
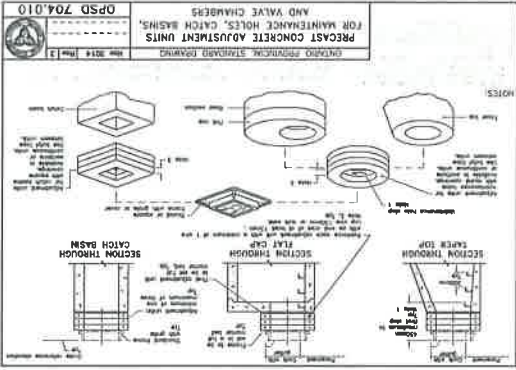
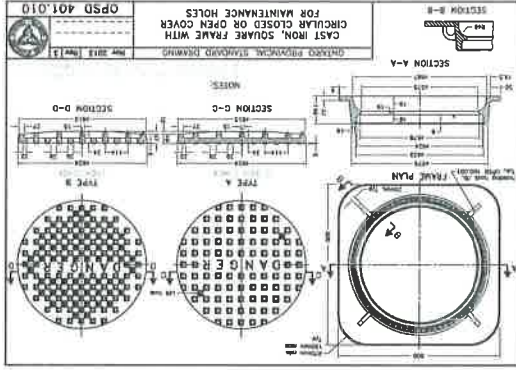
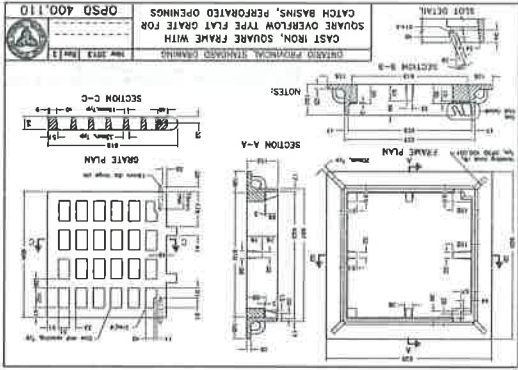
WALKER WEST ESTATES
MUNICIPALITY OF BROCKTON
ENGINEERING STANDARDS
TYPICAL CROSS-SECTIONS
& MISCELLANEOUS DETAILS

1665426 Ontario Inc.

Design: T.B. Approved: T.B.

Checked: T.B. Date: 2/2/2015

DRAWING No: 02701-C12



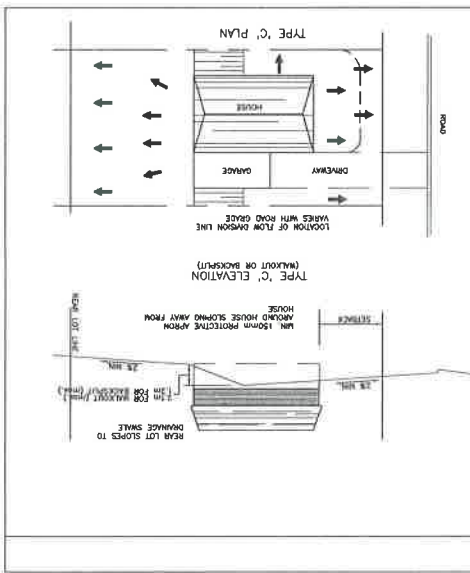
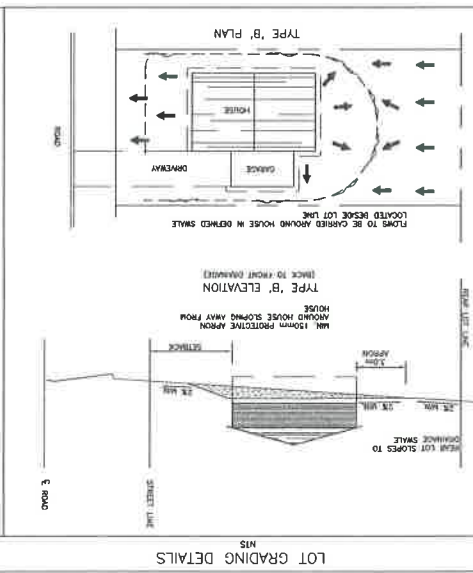
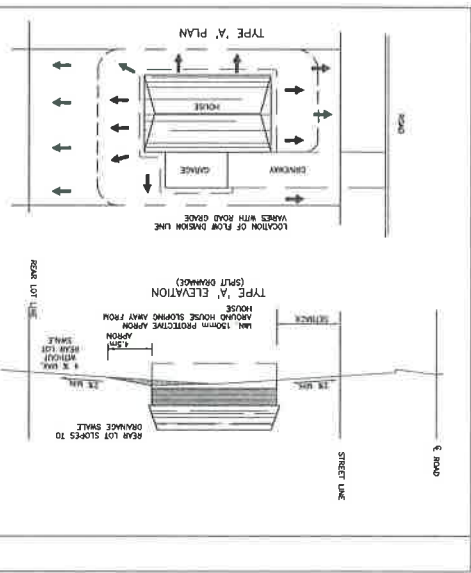
COBIDE ENGINEERING INC.
1665426 Ontario Inc.
MISCELLANEOUS DETAILS 1
WALKER WEST ESTATES
MUNICIPALITY OF BROCKTON
517 - 100 STREET - BAYVIEW, ONTARIO M2H 1H4
TEL: (416) 291-5555
FAX: (416) 291-5556
DRAWING NO. 02701 C13

Notes:
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
2. THE POSITION OF POLE LINES, CONDUITS, WATERWAYS, SEWERS AND OTHER UNDERGROUND UTILITIES AND STRUCTURES IS NOT SHOWN ON THE DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL PROVIDE ALL NECESSARY PROTECTION AND SUPPORT THEREFOR.

[illegible]

WALKER WEST ESTATES
MUNICIPALITY OF BROCKTON
SCCELLANEOUS DETAILS 3

Drawing No.	02701-015



CAUTION: THE POSITION OF POLE LINES, CONDENSERS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CRANINGS, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED BEFORE STARTING WORK. THE CONTRACTOR SHALL INFORM HIS SUPERVISOR OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

