

THIS AGREEMENT made as of the 19<sup>th</sup> day of June 2020

BETWEEN:

**515476 ONTARIO LIMITED**

a company incorporated pursuant to the laws of the Province of Ontario  
hereinafter referred to as the "Owner"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF OAKVILLE**

hereinafter referred to as the "Town"

OF THE SECOND PART

**WHEREAS** the Owner owns the land described in Schedule "A" to this Agreement (hereinafter referred to as the "Land");

**AND WHEREAS** the Owner has applied for approval of a site plan to permit the Land to be developed (hereinafter referred to as the "Development") in accordance with its application;

**AND WHEREAS** the Town considers the Owner's request to be in the public interest provided that certain conditions as hereinafter set out are complied with;

**AND WHEREAS** the Town's Site Plan Committee and its Director of Planning Services have approved the Owner's site plan application, subject to the conditions set out in Schedule "F" to this Agreement, and based upon the drawings as set out in Schedule "E" attached hereto (hereinafter referred to as the "Drawings") under the file number set out in the said schedule "E", subject further to the Owner and Town entering into this Agreement, as permitted by section 41(7) of the *Planning Act, R.S.O. 1990* (hereinafter referred to as the "Planning Act");

**AND WHEREAS** section 41(10) of the Planning Act permits the registration of this Agreement against the lands to which it applies in order to secure the provision of the works and construction of the development in accordance with the Drawings;

**NOW THEREFORE** the parties hereto covenant and agree as follows:

1. The parties hereto confirm the truth and accuracy of the foregoing recitals and such recitals are hereby incorporated into, and form part of, this Agreement;
2. This Agreement runs with the Land and the Owner hereby consents to the registration of this Agreement against the title to the Land;
3. The Owner will, if it sells the Land, obtain and lodge with the Town the agreement of its successor in title to be bound by the terms of this Agreement;
4. The Owner covenants and agrees that it shall be bound by, and faithfully observe and perform the provisions and obligations contained within following schedules, which schedules are hereby incorporated into and form part of this Agreement:
  - i) Schedule "A" – Description of the Lands;
  - ii) Schedule "B" – Solicitor's Certificate of Ownership of the Lands;
  - iii) Schedule "C" – the Financial Obligations- letters of credit;
  - iv) Schedule "D" – Property Interests to be Conveyed;
  - v) Schedule "E" – Approved Drawings and Reports;
  - vi) Schedule "F" – Additional Terms and Conditions of Agreement;
  - vii) Schedule "G" – Warning Clauses;
  - viii) Schedule "H" – Work on behalf of the Town ("Town Works");

5. The Owner hereby covenants and agrees to construct, at its sole expense, and in a manner satisfactory to the Town in its sole discretion, acting reasonably, the works (hereinafter referred to as the “Works”) as set out in Schedule “E” – the Drawings;
6. The Owner hereby covenants and agrees to construct, at its sole expense, and in a manner satisfactory to the Town in its sole discretion, acting reasonably, the Town Works as set out in Schedule “H” – the Town Works;
7. The Owner shall have full carriage of the construction of the Town Works, including means, methods, techniques, sequences, procedures and coordination and shall effectively direct and supervise the work in full conformity with this agreement and its spirit and intent;
8. The owner shall deliver to the Town a Phase One Environmental Site Assessment issued by the Province of Ontario Ministry of the Environment or successor legislative or regulatory authority with respect to the Schedule “D” lands, on or before the date such lands are transferred or dedicated to the Town;
9. No building permit will be issued by the Town, nor requested by the Owner, for construction of whatsoever sort, unless and until all property taxes with respect to the Land shall have been paid up to date including current levied taxes and/ or advance instalments payable thereon;
10. The Owner shall not commence construction of any part of the Works or Town Works until it has received, and delivered to the Town, written clearances with respect to the proposed construction from such legislative, quasi-legislative or regulatory bodies and authorities as

are, in the sole and unfettered opinion of the Town, required or desirable in connection with the Development including, but not restricted to, and without limiting the generality of the foregoing, the following:

- i) the Town;
- ii) the Region of Halton;
- iii) Conservation Halton;
- iv) Province of Ontario Ministry of the Environment;
- v) Province of Ontario Ministry of Natural Resources;
- vi) Province of Ontario Ministry of Transportation;
- vii) Applicable public utilities corporations or commissions;
- vii) Generally, such other legislative, quasi-legislative, regulatory or judicial authorities having jurisdiction;

11. The Owner shall secure building permits (hereinafter referred to as the "Building Permits") for the Works and Town Works within eighteen (18) months of execution of this Agreement and shall, in the unfettered opinion of the Town's Director of Development Services acting reasonably, have substantially commenced construction of the Works and Town Works within twenty four (24) months of such execution, failing which, at the sole and unfettered option of the Town, all approvals theretofore given by the Town with respect to the Development shall lapse and be of no further force or effect and the Owner shall forthwith restore the Land, as nearly as possible, to its original condition to the satisfaction of the Town;
12. As security for the Works and Town Works including, without limiting the generality of the foregoing, buildings and structures of whatsoever sort, roadways, laneways, pathways,

landscaping, fencing, surfacing, curbing, erosion and siltation control measures, emergency accesses, and for the cost of site restoration and for the obligations as set out in this Agreement, the Owner will deposit with the Town security for performance in the amounts set out in Schedule "C" attached hereto in the form of cash deposits with the Town, or irrevocable letters of credit (hereinafter referred to as the "Security" or "Securities"), in form and content acceptable to the Town's Treasurer or Deputy Treasurer, issued by a Canadian chartered bank operating and having a substantial presence and premises within the Province of Ontario (hereinafter referred to as the "Issuer"), acceptable to the said Town's Treasurer or Deputy Treasurer, expressed to be pursuant to this Agreement and payable to the Town at any time or in part from time to time, solely upon the certificate of the Town's Director of Planning Services or Director of Development Engineering alone that the Owner or its successor or permitted assigns, is in default under this Agreement without such Issuer being obliged or having the right to make inquiries or conduct investigations concerning the validity, existence or relevance of any such default. Where, pursuant to this Agreement, such Securities are drawn upon, the Owner will deliver fresh Securities to the Town to maintain the amounts herein provided. In the event that the Issuer notifies the Town that it does not propose to renew any Security, the Town shall have the right to forthwith draw down such Security and create a cash security account in its stead;

13. The Securities shall, except as otherwise hereinafter specifically provided, only be released when the Works and Town Works have been fully completed to the satisfaction of the Town in its sole and unfettered discretion acting reasonably, and upon receipt by the Town from the Owner's Engineer of a certificate in form and content acceptable to the Town, executed by such engineer and accompanied by a statutory declaration confirming that all

invoices and other sums owing with respect to construction of the Works have been paid in full;

14. The Owner hereby covenants and agrees to maintain, in a manner satisfactory to the Town's Director of Construction and Engineering, each and every portion of the Town Works for a period of twelve (12) months from date of completion thereof. To secure this obligation and, without limiting the generality of the foregoing, to guarantee full performance of the Owner's obligations pursuant to this section 14, the Owner shall deliver to the Town unconditional and irrevocable maintenance bonds in form, content, and drawn upon an Issuer or Issuers acceptable to the Town for such portions of the Town Works as are, in the opinion of the Town's Director of Engineering and Construction, capable of independent completion and operation forthwith upon completion of such portions of Town Works in an amount equal to twenty five percent (25%) of the actual cost of construction of each such portion of the Town Works;
15. Notwithstanding the provisions contained in sections 13 and 14 hereof, fifteen percent (15%) of the Securities shall be held for a warranty period as determined by the Town, acting reasonably, but in no event for less than twelve (12) months from total completion of the Works and Town Works;
16. The Town may, but shall not be obliged, as attorney for the Owner, to enforce all performance bonds or securities of whatsoever sort (hereinafter referred to as "Contractors' Securities") given by contractors, sub-contractors, suppliers and service providers (hereinafter referred to as the "Contractors") to the Owner for any materials, equipment, work or services, but this shall not constitute an assignment of any such securities. When

the Town considers a Contractor to be in default it shall so notify the Owner and the Owner will, within seven (7) days, proceed to enforce the Contractors' Securities, and in default, the Town as attorney for the Owner and at the Owner's expense may enforce the Contractors' Securities;

17. Notwithstanding the notice provisions contained in section 16 hereof, where, in the sole and unfettered opinion of the Town, acting reasonably, a Contractor's default constitutes or creates a hazardous condition or raises safety considerations, the security may be drawn down and the matter corrected immediately and without notice;
18. During the construction of engineering services and site grading, and until the roads and services are formally assumed by the Town, the Owner will, on or before the first (1<sup>st</sup>) day of November in each year, complete such work as it has, on or before the tenth (10<sup>th</sup>) day of October of such year, been directed in writing by the Town's Director of Engineering and Construction to complete in order to place the roads and services in a satisfactory condition for the winter including, without limiting the generality of the foregoing, stoning, grading, the installation of manhole covers and watermain valve boxes so as to prevent damage to snow ploughs;
19. If in the opinion of the Chief Building Official of the Town, construction on the site is substantially discontinued and the site becomes a hazard to public safety or is unsightly, part or all of the Securities may without notice to the Owner be used by the Town to:
  - i) restore the Land, as nearly as possible, to its original condition if all that is required to do so is grading of the Land; or

- ii) in any other circumstance to restore the Land to a safe and tidy condition, all to the satisfaction of the Chief Building Official of the Town;
20. Throughout construction of the Works and Town Works the Owner will retain the services of a professional engineer (hereinafter referred to as the "Consulting Engineer") acceptable to the Town, acting reasonably. The Consulting Engineer shall be on-site, continuously at all times, throughout all phases of construction from the initial earthworks stage until such time as, in the unfettered opinion of the Town's Director of Development Engineering, as confirmed by instrument in writing, the Consulting Engineer's on-site presence is no longer required;
21. If the Town, in its sole discretion acting reasonably, determines that the Owner has been chronically in default of its obligations pursuant to this Agreement, it shall have the right, but not the obligation, to appoint an inspector or inspectors to monitor the manner in which the Owner is fulfilling its obligations hereunder on a day to day basis, and to charge the costs of such inspector or inspectors against the Securities or other securities held by the Town to reimburse the Town in connection therewith, including an administration fee of fifteen percent (15%) and, in the event that this is insufficient, the unpaid balance shall be paid to the Town by the Owner forthwith upon demand and, until paid, shall constitute a charge on the Land. The Town, its employees, agents, inspectors and other relevant officials shall have the right, at any time and without notice, to enter upon the Lands for all purposes connected with this agreement and the Works, Town Works and safety and other issues and no such entry shall constitute a trespass;



22. The Owner hereby covenants and agrees to comply with every order or direction issued or given by the Town during the course of construction including, without limiting the generality of the foregoing, the cessation of work, the installation or carrying out of additional works, whether within or beyond the limits of the Land, the phasing of works or any other matter which the Town in its sole discretion, acting reasonably, deems to be in furtherance of the proper development of the Land and its impact upon other lands within the surrounding area;
23. If for whatsoever reason construction of the Works or Town Works should be interrupted while work thereon is in progress, whether due to the fault of the Owner or otherwise, the site will be remediated, cleaned and secured in a manner satisfactory to the Town;
24. The Owner hereby covenants and agrees that all work areas shall at all times be maintained in a hazard-free condition. Without limiting the generality of the foregoing, the Owner hereby covenants and agrees that all personnel on the work site shall be fully trained and equipped, and where applicable certified by their professional bodies or associations and/ or the Province of Ontario, all equipment used will be in a good and safe state of repair and the work site free of debris or obstructions. Construction debris shall be placed only within appropriate containers which shall be removed on a regular basis. The Owner shall erect temporary fencing, barriers and signage such as are, in the opinion of the Town, adequate to ensure the public's safety. The Owner shall at all times take all such measures as will minimize the impact of its building operations upon the surrounding developed area including, specifically, ensuring that pedestrian and vehicular movement is not adversely impacted upon;

25. The Owner hereby covenants and agrees to conduct its building operations in such manner, and to employ all such dust suppression techniques, materials and equipment as are available, to prevent airborne dust from being deposited upon land and buildings outside the Land, (hereinafter referred to as "Adjacent Properties"). If, in the unfettered opinion of the Town's Director of Development Engineering, dust generated by operations within, or otherwise originating from, the Land has impacted upon Adjacent Properties, such Adjacent Properties shall be cleaned forthwith by, or at the expense of the Owner, in a good and workmanlike manner, failing which the Town may, but shall not be obliged to, arrange for a third party to do such cleaning and the Owner covenants and agrees to reimburse the Town therefore forthwith upon demand, failing which the Town may have recourse to the Securities;
26. The Owner covenants and agrees to ensure that earth and debris from construction on the Land are not tracked on the Town streets outside of the Land. All trucks making deliveries to, or taking materials from the Land shall be adequately covered and reasonably loaded so as not to scatter refuse, earth or debris on Town or other adjacent property. Further, the Owner will ensure that streets, roadways, pathways and laneways within the Land are at all times clear of earth, debris and building materials. If earth, debris and building materials are allowed to accumulate on any streets, roadways, pathways or laneways whether inside or outside of the Land, and the Owner fails to clean the said streets and remove the debris and materials, the Town may, but shall not be obliged to, do such work itself whereupon the Owner covenants and agrees to reimburse the Town therefore forthwith upon demand and, failing which, the cost of any work done or ordered to be done by the Town shall be charged first against the Securities and when the Securities are exhausted, against any other

securities lodged with the Town pursuant to this Agreement or lodged with respect to any other related or unrelated development, construction or undertaking of the Owner within the Town. Provided, however, that on each occasion that the Securities are drawn down, the Owner shall forthwith thereafter provide replacement Securities in like amount;

27. All site works including, as applicable, but not limited to, drainage and stormwater management facilities, parking and loading surfaces, curbing, landscaping, walkways, access ramps, driveways, fencing, garbage enclosures, roof top mechanical screening, lighting and signage shall be maintained, by and at the expense of the Owner, in a good and safe state of repair, in the manner of a prudent owner and to the satisfaction of the Town. The Owner hereby covenants and agrees that if its site plan application includes any access ramps, driveways, parking areas, loading areas or walkways in the vicinity of a public road allowance, the Owner shall expeditiously remove ice and snow therefrom;
28. All grassed areas and landscape plant materials shall be maintained by the Owner, and replaced as necessary, in a manner and with materials acceptable to the Town its sole discretion;
29. Within ninety (90) days of final inspection by the Town of any building or structure erected on the Lands, the Owner shall deliver to the Town an up to date survey, prepared by an Ontario land surveyor acceptable to the Town, showing the locations of all such buildings or structures, their relation to the lot lines and all final grading;
30. The Owner shall pay to the Town a sum equal to six percent (6%) of the cost of the Works as a supervision fee;

31. The Owner hereby covenants and agrees to indemnify, save harmless and defend the Town from and against any claims, actions, causes of action, demands, losses, costs, damages and suits of whatsoever sort (hereinafter referred to as the "Losses") arising in whole or in part, directly or indirectly from matters which are the subject of this agreement, and including matters directly or indirectly attributable to construction of the Works and Town Works and including such Losses as are, in whole or in part, directly or indirectly, and whether or not such had been reasonably foreseeable, attributable to the negligence or gross negligence of the Town or those for whom it is or may be in law responsible;
32. In consideration of the Town permitting pre-servicing, the Owner does hereby release and forever discharge, agrees to indemnify, save harmless and defend the Town from and against all claims, actions, causes of action, demands, losses, costs, damages and suits arising, in whole or in part, directly or indirectly by reason of pre-servicing and the undertaking by the Owner of construction of any part of the Works or Town Works prior to execution of a site plan agreement or subdivision agreement. The Owner acknowledges and agrees that if it pre-services, it does so entirely at its own risk. Without limiting the generality of the foregoing, such risk includes the possibility of delay of plan registration, changes to the plan, or the possibility that the plan may never be registered;
33. The Owner hereby covenants and agrees to at all times maintain full vehicular access to adjacent land including, without limiting the generality of the foregoing access for municipal and regional services such as garbage collection and twenty four (24) hour unrestricted and unimpeded access for emergency vehicles. The adequacy of the access provided shall be such as is satisfactory to the Town in its sole and unfettered discretion;

34. The Owner hereby covenants, agrees and acknowledges that no occupancy of any building or other structure of whatsoever sort to be constructed upon any portion of the Land in future shall be permitted until the Town acknowledges, in writing, that the Works, Town Works and such building or other structure have been completed in a manner satisfactory to it and has passed final inspection by such of the Town's employees, officials or agents as the Town shall, in its sole and unfettered discretion, deem advisable. The Owner acknowledges that nothing herein contained constitutes consent of the Town to the construction of any structure upon the Land other than the Works and Town Works;
35. The Owner hereby covenants and agrees that this Agreement shall be deemed by the parties hereto and their successors and assigns to constitute "other applicable law" within the meaning of *The Building Code Act, 1992, S.O. 1992 c. 23, as amended*, or any successor or replacement legislation and that the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request, the issuance of any building permit until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of this Agreement as are capable of compliance prior to construction. This provision may be pleaded as an estoppel in any Court application brought by the Owner to compel the issuance of a building permit;
36. All terms, conditions and undertakings herein contained run with, and form a charge on, the Land and shall be binding upon the Owner and its successors and assigns;
37. In the event that the whole of the Works or Town Works are not completed by the Owner and the Town wishes to call upon the Securities and do the work itself or by subcontract, the Owner agrees to allow the Town, its agents, employees, contractors and other

representatives all access to the property required, in its sole and unfettered discretion, to complete the Works or Town Works. Entry onto the Land by the Town for such purposes, whether or not consent has been provided by the Owner, shall not constitute a trespass;

38. The parties hereto acknowledge and agree that the amounts of all Securities posted pursuant to this Agreement are genuine pre-estimates of potential damages in the event of breach of contract and not penalties imposed upon the Owner should it fail to perform its obligations hereunder;
39. This Agreement shall be read with such changes of gender and number as the context may require and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns;
40. If any part of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, such part shall be severed from and deemed never to have formed part hereof and the balance of this Agreement shall continue in full force and effect and enforceable in accordance with its terms;
41. All terms and conditions herein contained are hereby stipulated to be for the benefit of the Town and any or all such may be waived by the Town in its sole and unfettered discretion;
42. Where pursuant to any provision contained in this agreement the Owner is required to take any action or do any thing, such requirement shall be deemed to include the words "at the sole risk and expense of the Owner";
43. The Owner shall pay to the Town, upon execution of this Agreement, the sum of eight thousand, two-hundred twenty (\$8,220.00) dollars with respect to the preparation and

administration of this Agreement and, further, shall promptly reimburse the Town all sums expended by the Town for registration of such notices and other documents as the Town shall, in its sole and unfettered discretion, deem advisable with respect to this Agreement, all matters arising therefrom and, generally, with respect to the development of the Land. The aforementioned sums shall be in addition to all other charges provided for in this Agreement including, without limiting the generality of the foregoing, the supervision fee provided for in section 30 hereof;

44. This Agreement shall be registered against the title to the Lands in priority to all encumbrances of whatsoever sort and the Owner hereby covenants and agrees to obtain and register, at its own expense, such releases and postponements of other encumbrances as are, in the opinion of the Town desirable or necessary in that regard
45. In the event of a conflict or inconsistency between the terms and provisions contained within the schedules attached hereto and the terms and provisions of the balance of this Agreement, those contained within the said schedules shall prevail and be considered to be the true terms and provisions.
46. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

IN WITNESS WHEREOF the parties have hereunto set their hands and caused to be affixed their corporate seals under the hands of their duly authorized officials and officers as the case may be as of the date first above written.

515476 ONTARIO LIMITED



\_\_\_\_\_  
(Laura Sciacca, Secretary / Treasurer)  
I have authority to bind the corporation

THE CORPORATION OF THE TOWN OF OAKVILLE

\_\_\_\_\_  
Jane Clohecy, Acting CAO

\_\_\_\_\_  
Vicki Tytaneck, Town Clerk



**Schedule "A"**

**Description of the Lands**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Oakville in the Regional Municipality of Halton and Province of Ontario and being composed of:

Firstly: Part of Lot 29, Concession 3 Trafalgar SDS, designated as Part 1 on Plan 20R-5542; Oakville

Secondly: Part of Lot 29, Concession 3 Trafalgar SDS, designated as Parts 12 and 22 on Plan 20R-5542; Oakville

Thirdly: Part of Lot 29, Concession 3 Trafalgar SDS, designated as Parts 1 and 2 on Plan 20R-525 as in H62013; Oakville

Fourthly: Part of Lot 28, Concession 3 Trafalgar SDS, designated as Parts 1 to 12 on Plan 20R-566; Oakville

**Schedule "B"**

**Solicitor's Certificate of Ownership of the Lands**

To: The Corporation of the Town of Oakville

Re: 2300 Speers Road, Oakville, Ontario, L6L 2X8

I, Anthony Nicholas Sciacca, a member in good standing of the Law Society of Upper Canada, hereby certify that 515476 Ontario Limited is the sole owner, with a good and marketable title in fee simple, of all the land described as:

PIN 24850 - 0623 LT

PCL 28-12, Sec T16 ; Pt Lt 29, Con 3 Traf Sds, Pt 1, 20R5542; Oakville; Together With An Easement As In H164969

PIN 24850 - 0624 LT

PCL 28-18, Sec T16 ; Pt Lt 29, Con 3 Trafalgar, South Of Dundas Street, Part 12, 22 , 20R5542 ; S/T H165127 Oakville/Trafalgar

PIN 24850 - 0625 LT

PCL 28-8, Sec T16 ; Pt Lt 29, Con 3 Trafalgar, South Of Dundas Street, Part 1, 2 , 20r525 , T/W Pt Lt 29, Con3 Tsds, Pt 3, 20R525 As In H62013 ; S/T H186443 Oakville/Trafalgar

PIN 24850 - 0626 LT

Pt Lt 28, Con 3 Trafalgar, South Of Dundas Street , Part 1 To 12 , 20R566, T/W 360108 ; S/T 253159,360108e Oakville/Trafalgar


subject only to the following:

1. Transfer Easement in favour of The Bell Telephone Company of Canada registered in the LRO Office for Halton Region (no. 20) as instrument no. 253159;
2. Transfer Easement in favour of The Corporation of the Town of Oakville registered in the LRO Office for Halton Region (no. 20) as instrument no. E360108;
3. Charge/Mortgage in favour of Royal Bank of Canada registered in the LRO Office for Halton Region (no. 20) as instrument no. HR1302364 and General Notice of Assignment of Rents relating to the Charge/Mortgage registered as instrument no. HR1302365; and

4. Charge/Mortgage in favour of Royal Bank of Canada registered in the LRO Office for Halton Region (no. 20) as instrument no. HR1585739 and General Notice of Assignment of Rents relating to the Charge/Mortgage registered as instrument no. HR1585740.

This certificate is given by me to The Corporation of the Town of Oakville with the intent that it may be relied upon by the Town. The undersigned further acknowledges and agrees that this Certificate may be delivered by email transmission or by facsimile and in each case the copy shall be deemed to be an original.

Dated at Mississauga this 30th day of April, 2020



Anthony N. Sciacca

**Schedule "C"**

**The Financial Obligations**

<b>1.0 The Owner agrees to provide to the Town, monies in the following amount, prior to execution of this Agreement:</b>			
<b>1.1</b>	Outstanding Property Taxes	\$	0
<b>1.2</b>	Site Plan Agreement Fee	\$	8,220.00 paid
<b>1.3</b>	Registration of Site Plan Agreement inc. HST	\$	74.72 paid
<b>1.4</b>	Cash-in-lieu of Street Trees	\$	0
<b>1.5</b>	Cash-in-lieu of Sidewalks	\$	0
<b>1.6</b>	Cash-in-lieu of Multi-use/ bicycle paths	\$	0
<b>1.7</b>	Cash-in-lieu of line painting (roads)	\$	0
<b>1.8</b>	6% Construction Supervision Fee	\$	0
<b>1.9</b>	13% HST of line 1.8	\$	0
<b>1.10</b>	Administration Fee	\$	0
<b>1.11</b>	Other (specify)	\$	0
<b>TOTAL</b>			<b>\$8,294.72</b>
<b>2.0 The Owner agrees to provide the Town with a Performance Guarantee as required pursuant to Section 12 of the Agreement in the following amount:</b>			
<b>2.1 On-Site Engineering Works</b>			
<b>2.1.1</b>	Storm Sewers (MH, Pipe & DICB)	\$	16,320.00
<b>2.1.2</b>	Sediment & Erosion Control	\$	3,300.00
<b>2.1.3</b>	Berm Construction	\$	42,400.00
Sub-total			<b>\$62,020.00</b>
<b>2.2 Landscaping Works</b>			
<b>2.2.1</b>	Grading	\$	8,000.00
<b>2.2.2</b>	Seeding / Topsoil	\$	32,000.00
<b>2.2.3</b>	Deciduous Trees	\$	9,500.00
<b>2.2.4</b>	Coniferous Trees	\$	6,800.00
<b>2.2.5</b>	Deciduous Shrubs	\$	11,950.00
<b>2.2.6</b>	Coniferous Shrubs (Cedars)	\$	16,900.00
<b>2.2.7</b>	Turf Reinforcement Matting	\$	3,425.00
Sub-total			<b>\$ 88,575.00</b>
<b>TOTAL</b>			<b>\$ 150,595.00</b>

**Schedule "D"**

**Property Interests to be Conveyed**

Not Applicable

**Schedule "E"****Approved Drawings and Reports**

The following plans constitute the drawings and reports approved by the Town's Site Plan Committee and its Director of Planning Services. The Drawings are stamped "Plans and drawings approved pursuant to the Planning Act" and have been signed by the Town's Director of Planning Services.

<b>Drawing Name</b>	<b>Drawing #</b>	<b>Revision and Date</b>	<b>Prepared By</b>
Landscape Plan	L100	June, 2020	Strybos Barron King Landscape Architecture
Grading Plan -- Berm Construction Detail	2	June, 2020	DS Consultants Ltd
Grading Plan -- Proposed Earth Berm	1	June, 2020	DS Consultants Ltd
Erosion & Sediment Control Plan Berm Construction	1001	June, 2020	Urbantech
Storm Sewer Plan	18082-S1	March 5, 2019	Karugu Consulting Inc.
<b>Study Name</b>	<b>Study #</b>	<b>Study Date</b>	<b>Prepared By</b>
Stormwater Management Brief	-	September 10, 2019	Karugu Consulting Inc.
Noise Impact Study	-	May 25, 2018	Swallow Acoustic Consultants Ltd.

## Schedule "F"

### Additional Terms and Conditions of Agreement

1. The Owners shall develop the property in accordance with the Approved Site Plan and shall provide all required site Works identified on the approved site plan drawings to the satisfaction of the Town at the Owner's expense.
2. The Owners shall not remove or alter or permit the removal or alteration of the Required site Works in a manner that would not comply with the Approved Site Plan without the consent of the Town.
3. The Owners shall maintain all Required site Works ensuring the Required Site Works function and perform as designed and/or intended. Should any Required Site Works fail to function or perform for any reason, the Owners shall promptly cause them to be repaired and/or replaced.
4. This agreement may be registered against title to the property, and upon registration the municipality is entitled to enforce the provisions of the agreement against the Owner and, subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land.
5. The obligations of the Owners, and any future owners of the property are joint and several. The Town reserves the right to enforce the obligations against one or both of the Owners.
6. Notwithstanding clause 11, the Owner shall substantially commence construction of the Works as listed in Schedule E to this Agreement within three (3) months of execution of this Agreement and complete construction of said Works within twelve (12) months of commencing construction failing which, at the sole and unfettered discretion of the Town, the Town may proceed to arrange for completion of the construction of the Works using the Owner's contractor(s) or otherwise as the Town determines and charge the cost for such completion back to the Owner. Should the Owner fail to reimburse the Town for the cost of completion of construction of the Works within 10 days of the demand for payment by the Town, then the Town may draw upon the securities posted under this Agreement to the extent of reimbursing the Town for such cost.
7. Notwithstanding Clause 11, should the Owner be obligated at any time by Clause 11 of this Agreement to restore the Land as nearly as possible to its original condition, the Owner shall not remove or destroy the Works if they have been completed by that time.

**Schedule "G"**

**Warning Clauses**

Not applicable.



**Schedule "H"**

**Work on behalf of the Town ("Town Works")**

Not applicable.