Schedule 1

The Corporation of the Municipality of East Ferris

Subdivision Agreement

Pursuant to The Municipality of East Ferris By-law No._____

This Agreement made this _____day of _____, 2026

BETWEEN:

1851477 ONTARIO INC.
Hereinafter called the "Owner" of the First Part.

And

Caisse Populaire Alliance Limitee
Hereinafter called the "Mortgagee" of the Second Part.

And

The Corporation of the Municipality of East Ferris
Hereinafter called the "Municipality" of the Third Part.

Whereas the lands affected by this Agreement are described in Schedule "A" and extending to **19.62** hectares, more or less.

And Whereas the Owner warrants they are the owner of the lands described in Schedule "A" and that an application has been made to the Municipal Council of the Municipality (herein called the "Council") for the approval of a plan of subdivision, hereinafter referred to as the "Plan" Plan on the said lands, for the purpose of registering the same.

And Whereas the Owner and Mortgagee represent that the Mortgagee is the only mortgagee of the said lands.

And Whereas it is required that the Owner construct and install certain public services hereinafter referred to, to serve the Plan and to undertake such financial arrangements with the Municipality for the installation and construction of the said Services before requiring the final approval of the said Plan by the Council.

And Whereas section 51(26) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, provides the requisite authority for entering into such an agreement;

Now Therefore, This Agreement Witnessed That, in consideration of the Municipality consenting to the registration of the proposed plan of Subdivision and the payment of the Agreement fee in the amount of $250.00 and the covenants hereinafter expressed, the Parties hereto covenant and agree one with the other as follows:

1. **Article: Interpretation**

1.1. Definitions

This section sets out in lettered paragraphs, definitions to be applied to capitalized terms used in this Agreement and all of its schedules, exhibits and/or appendices. When a defined term appears in the text of this Agreement without having its first letter capitalized, the specific definition set out in this section shall not apply. The word or phrase shall then be deemed to have its regularly accepted meaning.

(a) "Agreement" means this agreement, as executed. Where this agreement is amended in the future, the term refers to this agreement, as amended.

(b) "As Built" Defined as all improvements within the road right-of-way.

(c) "Municipality" means The Corporation of the Municipality of East Ferris and, where the context so implies, its employees, officers, servants agents and its Council members.

(d) "Municipal Engineer" means the Professional Engineer employed by the Municipality or his agent.

(e) "Current" means date at time of.

(f) "Easement" means a right-of-way over the Owners Land granted to the Municipality for its sole use to accommodate the installation and maintenance of above ground Services.

(g) "Homeowner" means any person who purchases any Land with the intention that it will be occupied as a residence by that person or his or her tenant.

(h) "Land" means all or any portion of the land included in the Plan as set out further in Section "A" to this Agreement.

(i) "Landscaping" means the planting or preservation of any tree, shrub, grass or plant, or the construction of any fence, decorative wall or planter, which may be required in connection with the development of the Plan. Without limitation, "Landscaping" shall include parkland fencing, public lands restoration, tree preservation, berm construction, reverse unit landscape strip development, (if such a strip is required to be conveyed to the Municipality), and special boulevard planting and fencing. "Landscaping" shall not include the construction of walkways and associated fencing under Stage I Services or street tree planting and sodding under Stage II Services.

(j) "Drawings" means engineering drawings and plans prepared by a Professional Engineer showing the proposed design of the Subdivision, above ground Services.

(k) "Professional Engineer" means a person who holds a certificate of authorization as required by the *Professional Engineers Act*, R.S.O 1990, c. P. 28, as may be amended.

(l) "Services" means all the work to be completed by the "Owner" as set out in this Agreement.

(m) "Owner" means anyone obtaining title to the Land or any portion of the Land from it, either directly or indirectly. Without limitation, "Owner" includes any mortgagee in possession of all or part of the Land, or any other developer or subcontractor or builder who obtains title to all or part of the Land, as the context requires. "Owner" shall not extend to or include a Homeowner or anyone obtaining title through or from a Homeowner.

(n) "Subdivision" means a Lot scheme to facilitate the division of a parcel of Land, such scheme to be approved by the Municipality under the authorities of the Planning Act, R.S.O. 1990 c. P. 13, as amended.

1.2. <u>General Provisions</u>

(a) Legislation - Unless otherwise indicated, all references to Provincial legislation in this Agreement shall refer to the Revised Statutes of

Ontario, 1990, as amended from time to time, including successor legislation. Similarly, all references to Municipal By-laws in this Agreement shall refer to those By-laws, as amended from time to time, including successor By-laws.

(b) Gender, Plurals - All words in this Agreement shall be deemed to include any number or gender as the context requires.

(c) Proper Law/Headings - This Agreement shall be construed according to the laws of the Province of Ontario. Article, section and/or paragraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any article, section or paragraph.

(d) Schedules - The following are the schedules which are attached to and form an integral part of this Agreement:

A – Property Description
A1 – Easements for Drainage
A2 – Easements for Hydro
A3 – Easements for Bell Canada and other Telecommunication Companies
A4 – Parks and Other Lands for Municipal Purposes
B – Drawings
C – Summary of Estimated Costs
D – Below Ground Services and Signs, Direct Municipal Charges
E – Special Provisions

2. **Construction of Municipal Public Services**

2.1. Consulting Engineer and Supervisor

(1) The Owner shall retain a duly qualified Professional Engineer as the consulting engineer of the Owner to carry out all the necessary engineering and to supervise, inspect and certify the work required to be done for the development and construction of the Plan. The consulting engineer shall have a valid Certificate of Authorization from the Professional Engineers of Ontario.

(2) Such consulting engineer, or any successor thereto, shall continue to be retained until the work required to be done for the development and construction of the Plan is completed and formally accepted by the Municipality. The consulting engineer shall be available for information and queries from the Municipal Engineer during the construction phase of the works and for any changes in design which field conditions may require.

(3) The Owner may change from one consulting engineer to another at any time or times during the development and construction of the

Plan, so long as the Owner has a qualified consulting engineer retained at all times and promptly notifies the Municipality of any such change.

(4) The Owner shall provide inspection services of the works in order to maintain quality control.

(5) Before the construction or installation of any Works, the consulting engineer shall submit Drawings as per the East Ferris Engineering Standards Document to the Municipality for review by the Municipal Engineer to ensure Municipal specifications are followed. The consulting engineer shall revise Drawings to reflect Municipal specifications where the Municipality determines it is necessary to do so.

(6) The Owner acknowledges that the review of Drawings by the Municipality is for the sole purpose of ascertaining conformity with the draft approved Plan, conditions and other Municipality requirements and does not imply that the Municipality is approving the detailed design, responsibility for which shall remain with the Owner and his consulting engineer.

(7) The Owner shall provide ”as-built" survey information to the consulting engineer for him to provide “as-built” drawings to the Municipality at the Owner’s expense.

(8) In the event that the Owner does not commence the construction of the Services within two (2) years from the date of the approval of the Drawings and specifications, the consulting engineering shall resubmit Drawings and specifications to the Municipality for approval again prior to commencement of construction.

(9) The Owner shall also provide, at his expense, a qualified full-time supervisor acceptable to the Municipal Engineer (capable of supervision, inspection and survey layout) on this Plan to provide continuous service during all phases of construction of the Services and roadways. Without limitation, this supervisor’s duties shall include:

i. Arranging for or providing line and grade for the contractors (and re-staking where necessary);

ii. Carrying out inspections of construction to ensure that the work is done in specific accordance with the Drawings and all other applicable requirements;

iii. Arranging for or carrying out all necessary field testing of materials and equipment installed, according to the Municipality’s requirements (including without limitation soil sampling, concrete pipe testing, grain size analysis of pipe bedding materials, compaction in trenches, compaction of sub-

grade and sub-base, testing of granular materials in accordance with the Municipality's procedures, compaction of granular, asphalt mix design, quality control testing of asphalt delivered to the site, concrete mix information, quality control testing at the site and quality control of top soil);

iv. Investigating, reporting and advising on unusual circumstances which may arise during construction;

v. Carrying out additional inspections as requested, including inspections at the conclusion of construction contracts and at the end of the maintenance period as part of the acceptance program of the Municipality.

vi. Liaising with the Owners surveyors to obtain field information during and upon completion of construction necessary for the modification of engineering drawings to show the work "as-built";

vii. Making himself available at all times, on reasonable notice, to receive information of and respond promptly to emergency requirements arising out of the construction of Services;

viii. Provide the Municipal Engineer with a monthly inspection report during construction;

ix. Notifying the Municipality required to request inspection prior to proceeding to construct further works which would preclude effective inspection of works previously completed;

x. Acting as the Owner's representative in all matters pertaining to the construction;

xi. Providing co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer for all the works specified in this Agreement; and

xii. Providing to the Municipality, on behalf of the Owner, the location of all Service connections at the time of provisional acceptance.

2.2. Construction/Installation of Municipal Works and Services

(1) The Owner shall obtain all required approvals and shall construct or install to provincial standards and shall provide to the Municipality, complete in every detail, the following Municipal Works and Services (the "Works"):

(a) Municipal roads within the Plan complete with all signs and other appurtenances;

~~(b) Removal and replacement of any temporary circle located immediately adjacent to the plan on a Municipal road to be extended into the Plan;~~

~~(c)~~ Street storm sewers or ditches on roads referred to in (a) ~~and (b), complete with curbs, gutters, catch basins and manholes;~~

(d) Street light to be installed at intersection of two roads.

The following items may also be required, at the sole discretion of the Municipality:

(e) Storm water drainage and management system serving the lands in the Plan and lands outside the Plan but draining through the Plan, complete with detention or retention facilities, quality and sediment control devices and outlets;

(f) Storm water management facilities serving the Plan such as, but not limited to, treatment ponds, infiltration galleries and settlement devices;

(g) Boulevards on Municipal roads within the Plan;

~~(h) Street tree planting on Municipal roads within the Plan;~~

~~(i) Walkways on walkway blocks and park entrances, complete with walkway fencing, lighting, drainage and surfacing;~~

~~(j) Other fencing, including, fencing adjacent to commercial sites, school sites, parks, open space, storm water management facilities and roads adjacent to the Plan and separated from the Plan by a reserve or reserves;~~

~~(k) Noise attenuation measures including structures such as fencing or berms as approved by the Municipal Engineer as set out in Schedule "E";~~

~~(l) Natural Heritage/Archeology study requirements as set out in Schedule "E"; and~~

~~(m) Environmental remediation measures as set out in Schedule "E".~~

(2) If at any time prior to acceptance of the Work, the Municipal Engineer is of a reasonable opinion additional Works are reasonably necessary to provide adequately any of the public Services required by the Plan, the Owner shall construct, install or perform such additional work at the request of the Municipal Engineer at the owner's expense.

(3) All Works shall be constructed and installed in accordance with the Municipality's specifications, to the Municipality's satisfaction, and in a good and workmanlike manner under the supervision of the Owner's consulting engineer.

2.3. General Regulations Respecting Servicing

(1) The Owner shall not dump nor permit to be dumped any fill or debris on, nor remove or permit to be removed any fill from, any public lands, other than in the actual construction of roads in the Plan without the written consent of the authority responsible for such lands.

(2) The Municipality may request to have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction or installation of any Services required by this Agreement and the cost of such tests shall be paid by the Owner within 30 days of invoices being rendered.

(3) The Owner shall pay, within 30 days of invoices being rendered, the costs of:

(a) Relocating any existing municipal services or utilities required to be relocated by the construction or installation of the Works, Services, or utilities in the Plan; and

~~(b) Moving any works, Services or utilities installed in driveways or so close thereto, in the opinion of the Municipal Engineer, as to interfere with the use of the driveway.~~

(4) The Owner shall provide and erect temporary signs of such nature and at such locations as designated by the Municipal Engineer or his agent.

~~(5) In the case where there has been a previous industrial or commercial land use of the property or a portion of the property, the Owner agrees to complete a Phase I Site Assessment pursuant to the ""Guideline for Use at Contaminated Sites in Ontario" originally dated June 1996 and later revised.~~

2.4. Completion

The Owner shall complete all Works related to this Agreement within a time limit specified by Council, which shall be within a maximum of five years from

the date of draft approval of the Plan. Failure to comply with the requirement will cause loss and forfeiture of all monies deposited with the Municipality for the purpose of securing completion of the Services required by this Agreement.

3. Drawings and Reports

3.1. The Owner shall submit eight (8) copies of this Agreement to the Municipality. When approved and signed by the Municipality, distribution will be as follows:

Department / Agencies	Number of Copies
Corporate Services (Municipal Clerk)	1
Planning Department (Manager of Planning)	1
Engineering & Environmental Services (Municipal Engineer)	1
Owner	1
Consulting Engineer	1
Hydro One	1
Bell Telephone Company	1
North Bay-Mattawa Conservation Authority	1

3.2. The Owner shall prepare the following reports at its sole expense:

3.2.1. A hydrogeology report, which shall:
(a) be prepared by a qualified professional;
(b) detail the nature of groundwater and soil structure and include recommendations as to the accommodation of groundwater and soil structure in the overall engineering of the Plan; and
(c) ensure the proposed development is consistent with Ministry of the Environment D-5-4 and D-5-5 guidelines, to the satisfaction of the Municipality and North Bay-Mattawa Conservation Authority.

3.3. The Owner shall ensure that the recommendations of the foregoing reports are included in the design of all works and Services within and related to the Plan.

3.4. All Drawings and specifications shall be prepared in accordance with the requirements of the Municipal Engineer, including the Engineering Standards for the Municipality of East Ferris, dated April 2017. All construction drawings are to be included in Schedule "B". Upon completion of the installation of the Services the Owner's consulting engineer shall incorporate any job changes, locate all service boxes, and complete the as constructed drawings in

electronic format to the satisfaction of the Municipal Engineer. When the co-ordinate systems become available and practical for the East Ferris area all plans, survey information and as constructed drawings are to be provided in a co-ordinate format based in the Municipal GIS requirements.

3.5. The Drawings shall show all roadways, culverts and drainage courses, including the size of all culverts required to accommodate stormwater flows. The Drawings shall also incorporate all required buffer areas, sediment/erosion control, soak away pits grassed swales and other drainage works.

3.6. The Municipality shall not be required to grant final approval of the plan of Subdivision until delivery to the Municipal Clerk of all transfers, easements, letters of credit or cash deposits or reports and plans required under this Agreement.

3.7. The Owner shall provide an electronic version of this Agreement and a CAD version of all Drawings referred to herein in a format defined by the Municipal Engineer.

3.8. In the event that bedrock is found within the Plan and needs to be removed for road construction or any other reason, a pre-blast survey of abutting dwellings and wells shall be completed by the Owner at its sole expense to document any blasting impacts on adjacent buildings or wells to the Municipality's satisfaction. The Owner hereby undertakes to address any damage to adjacent buildings or wells as a direct result of blasting immediately upon being notified of the same, to the satisfaction of the Municipality.

4. Internal/External Road Maintenance and Service Repair/Snow Plowing

(1) Throughout the term of this Agreement, the Owner shall,

(a) Maintain all Municipal roads within the Plan in a mud and dust free condition and free of obstructions, regardless of the source or cause of any mud, dust or obstruction;

(b) Maintain all Municipal and other roads outside the Plan, including boulevards, in a mud and dust free condition and free of obstructions, where the source or cause of the mud, dust or obstruction is an operation or operations related in any way to the development of the Plan;

(c) Repair all Municipal roads outside the Plan, including boulevards, where damage has occurred as a result of an operation or operations related in any way to the development of the Plan;

~~(d) Plow snow from and salt all Municipal roads within the Plan that~~

~~are not subject to the Municipality's winter control program; and~~

~~(e) The Municipality shall include in its winter maintenance program any roads where a first course of pavement has been completed, but the Owner shall remain responsible for any reconstruction or repair of the road surface.~~

~~(f) The Municipality shall include in its garbage and recycling services any roads where a first course of pavement has been completed, furthermore the Owner shall remain responsible in the intern.~~

(2) The Owner, within 24 hours of verbal notification by the Municipality to it or its representatives, shall undertake such works as are necessary to clean, clear, repair, plow or salt any Municipal road requiring such work in the opinion of the Municipal Engineer or his designate.

(3) ~~The Owner agrees that should a particular stage or phase of the Subdivision terminate with a temporary cul-de-sac and should future connecting stages of the Subdivision not be commenced prior to the installation of the top lift of asphalt, the Owner shall pave this cul-de-sac to the satisfaction of the Municipal Engineer.~~

5. Lot Numbers

5.1. Lot numbers for use within the Plan shall be shown, by the Owner, on the Draft Plan of Subdivision and in accordance with the current Municipal By-law.

5.2. House number for civil addressing shall be determined by the Municipality as per By-law 1755.

6. Storm Water Management

6.1. All drainage works shall conform to Current Municipal standards and Current Stormwater Management Policy(ies). These policies are based on the most recent area specific sub-watershed plans and the 2003 Ministry of Environment (MOE) guidelines as amended from time to time.

6.2. The Owner shall grant to the Municipality Easements across the Lands herein described, or adjoining lands to provide for any drainage work that may be required by the storm water management plan to furnish an outlet for storm water or natural watercourses across the said property. The Owner shall be responsible for all costs including the registration fees for any grants or transfers. The said Easements shall be described in Schedule "A1" hereto, as specified by the Municipal Engineer and indicated on the Plan Schedule "A". The Owner further agrees that any existing tile drainage system shall be indicated on the plans Schedule "B" and "C" hereto.

6.3. The Owner shall ensure that natural drainage patterns are maintained during

and following construction to ensure no negative impacts to the receiving wetlands on and adjacent to the land.

6.4. Grading Control Plan/Unit Drainage and Sodding

~~(1) The Owner shall submit to the Municipality, for the approval of the Municipal Engineer, a Condominium Grading Control Plan prepared by the Owner's consulting engineer, establishing the proposed grading of the Lands in the Plan to provide for the proper drainage thereof and the drainage of all adjacent lands which drain through the Lands in the Plan. All elevations shall be geodetic according to CGVD28 datum.~~

~~(2) The subdivision Grading Control Plan shall be prepared in accordance with the Municipality's current unit drainage specifications and shall not provide for the drainage of surface run-off water onto Municipal-owned parkland, open space, walkways or other private lands not part of the subdivision unless provision is made for the installation by the Owner, at no cost to the Municipality, of suitable swales and catch basins to manage surface run-off water adequately, in the opinion of the Municipal Engineer.~~

~~(3) The Owner shall grade all the Lands in the Plan in accordance with the approved subdivision Grading Control Plan, ensuring that sufficient topsoil remains as cover on all areas of the Plan intended for sodding, hydro seeding, or other planting.~~

(4) If the Municipality determines that,

~~(a) grading has not been done in accordance with the Subdivision Grading Control Plan.~~

~~(b) grading has been done in accordance with the Subdivision Grading Control Plan but drainage problems remain, or~~

(c) sufficient topsoil has not been left in the appropriate areas,

the Owner shall re-grade the Plan, or part thereof affected, adding a sufficient amount of topsoil if necessary, or construct catch basins, swales or other structures as may be necessary to correct such problems, as directed by the Municipal Engineer, at the sole expense of the Owner.

6.5. Erosion Control During Construction

The Owner covenants and agrees to implement an Erosion Control Plan forming part of Schedule "B" of this Agreement and to maintain the control measures specified in the Erosion Control Plan during the construction of Services and development of the plan. The Owner further agrees that any costs incurred by the Municipality in cleaning, clearing, repairing or reconstructing the sedimentation and erosion control facilities, or existing Services within or outside the Plan as a result of storm water runoff and

siltation will be the responsibility of the Owner and will be drawn from the letter of credit deposited with the Municipality under Section 12 of this Agreement.

7. Utility Installations

~~The Owner shall prepare an overall utility distribution plan to the satisfaction of the Municipality and the affected utilities.~~

7.1. Hydro Electric Installations - All hydro Services shall be above ground where achievable and shall be approved by the Municipal Engineer.

(1) The Owner agrees to provide Easements across the Lands described in Schedule "A2" hereto and indicated on Schedule "A" for the purpose of hydroelectric installations. The Easements for the aforesaid Lands duly executed by the Owner shall be deposited with the Municipality's Clerk before the final approval of the Plan by the Municipality with the registered plan number left blank in the legal description, such Plan number to be entered by the Land Registrar when the said Plan is registered.

(2) Execution of this Agreement by the Municipality shall confer approval to Hydro One to install their plant in the locations shown in Schedule "A2" hereto.

(3) The Owner shall require approval of hydro design and plant by the local default hydro distribution company and, if required, by the Ontario Energy Board.

(4) Execution of this Agreement by the Municipality shall confer the Municipality's consent to the Hydro One or local distribution company, to install and locate plant as shown in Schedule "A2" hereto.

~~(4)~~(5) The Owner shall install a new street light at the intersection of the two roads

7.2. Telephone/Telecommunications Installations

(1) The Owner agrees to provide Easements across the Lands described in Schedule "A3" hereto and indicated on Schedule "A" for the purposes of telecommunications installation.

(2) The Owner agrees to allow telecommunications companies to survey and register Easements as shown on Schedule "A3" hereto.

(3) Execution of this Agreement by the Municipality shall confer the Municipality's consent telecommunications companies to install and locate plant as shown in Schedule "A3" hereto.

7.3. Canada Post Facilities

Canada Post Facilities shall be:

(a) installed in a location satisfactory to both the Municipality and Canada Post;
(b) shown clearly on all engineering Drawings; and
(c) shown in the field by means of a sign indicating the location of the Canada post facility.

8. **Lands for Municipal Purposes**

8.1. That the Owner shall grant in fee simple unto the Municipality, the Land or Easements set forth in Schedule "A1"and Schedule "A4" hereto and shown on Schedule "A" for municipal purposes other than roads as indicated on the attached Plan. The Owner shall be responsible for all costs including the registration fees for such grants and transfers.

8.2. The deeds for the said Lands, and the Easements described in Schedules "A1"and "A4" hereto, duly executed, are to be deposited with the Municipal Clerk by the Owner before the final approval of the said Plan by the Municipality, with the registered plan number left blank in the legal description, such plan numbers to be entered by the Municipal Clerk when the said Plan is registered.

8.3. Parkland Dedication

Dedicated in Phase 1

8.4. Cash-in-lieu of Parkland Dedication

~~The Owner shall make a cash payment in lieu of a Parkland Dedication, to the Municipality by way of cash or certified cheque an amount equal to $ Being 5% of the value of the Land.~~

9. **Payment of Taxes**

(1) The Owner agrees to pay all taxes and other fees outstanding against the Land before the final approval of the Plan.

(2) The Owner further undertakes and agrees to pay all taxes levied, or to be levied, on the said Lands on the basis and in accordance with assessment and collector's roll entries appearing from time to time.

~~10. **Commutation of Local Improvements**~~

~~(1) The Owner hereby agrees to pay all existing frontage and area local improvement charges against the Land.~~

~~(2) The Owner hereby agrees to pay all proposed frontage and area local improvement charges against the Land. Proposed local improvement charges shall be deemed to be against the Lands when the Municipality has given three readings to the authorizing by-law.~~

~~(3) The Owner agrees to commute and pay the Municipality share of proposed and existing local improvements serving the Land.~~

~~(4) All such payments are to be made by the Owner prior to the execution of this Agreement by the Municipality.~~

11. Financial Arrangements

11.1 Security

As security for all covenants of the Owner contained in this Agreement, the Owner shall, at the time of the execution of this Agreement, file with the Municipality one or more irrevocable letters of credit totalling the amount of **$191,690.00** (A breakdown of this figure is provided in Schedule "D".) It is understood and agreed that if the Owner should fail to complete to the satisfaction of the Municipality any items remaining to be completed under this Agreement, within the time limit provided for, then the Municipality may at its sole discretion demand payment on the Letter of Credit and may use all or any part of the value of the Letter of Credit to rectify the default and/or to fulfil the Owner's obligations under this Agreement.

11.2 Form of Letter of Credit

All letters of credit filed with the Municipality under this Agreement shall be in favour of the Municipality and in a form satisfactory to the Municipal Solicitor. Each letter of credit must be issued by a Canadian chartered bank for the amount(s) set out. The terms of the letter(s) of credit must provide that the bank shall pay to the Municipal Treasurer any sums as may be requested from time to time, to the maximum limit of credit, without recourse. Each letter of credit must be valid for at least one year from the date of its delivery to the Municipality and must provide that it cannot be revoked or terminated without at least thirty (30) days' notice to the Municipality Treasurer. The letter of credit is to remain irrevocable until the Works are accepted by the Municipality. The letter of credit may be reduced from time to time as certain stages are completed and accepted by the Municipality as detailed in Section 11.5~~11.5~~.

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11.3 Cash in Lieu Alternative to Letter of Credit

(1) Where security is required pursuant to the terms of this Agreement, it has been anticipated that the Owner will provide this security in the form of one or more letters of credit in the form required by the

preceding paragraph. However, the Municipality, in its sole discretion, may accept a cash deposit in lieu of a letter of credit. Where a cash deposit is made by the Owner as security for the performance of any one or more of its obligations pursuant to this Agreement, no interest shall be payable by the Municipality to the Owner on the amount deposited.

11.4 Increased Security after Three Years

Where a letter of credit has been tendered and accepted by the Municipality pursuant to this Agreement, the Municipality may request that the value of the letter of credit be increased after three years, whether or not the Plan has been registered, or whether or not the construction of Services has commenced, or at any stage during the construction of Services, if it appears after three (3) years to the Municipality, that the sum secured by the letter of credit has become insufficient to adequately secure the Owner's obligations under this Agreement. This determination shall be made at the sole discretion of the Municipality. In the event that an increased letter of credit is not received by the Municipality, within 20 days of making a request for an increase, the Owner shall be deemed to be in default under this Agreement, and shall not take any further steps to develop, convey or build upon the Land. If this Agreement is in default for 30 days or more the Municipality, may draw the whole amount of the letter of credit.

11.5 Reduction of Letter of Credit

The Municipality may, from time to time, reduce the amount of the letter of credit provided to secure the construction of any Services for which sums are deposited under Section 1111 and Schedule "D" of this Agreement by an amount equal to 80% of the funds held by the Municipality for such completed Services. For the intent of paving the main road, the Owner and the Municipality agree to paving upon 90% occupancy. The Owner acknowledges that the Municipality will not entertain a request for reduction unless and until it has received a statutory declaration from the Owner that all accounts relative to the installation of the completed Services have been paid, and that the *Construction Lien Act*, R.S.O. 1990, c.P. 30, as may be amended, has been complied with by the Owner. Any reduction made shall be based on the progress payment made by the Owner to his contractor and the estimated cost of the Services set out under Schedule "D". After final acceptance of the Services, the balance of the letter of credit shall not be reduced to less than 20% of the estimated cost of Services until a Certificate of Final Acceptance for all Services has been given. In the event that the Owner obtains a contract wherein the purchaser of the units agrees to sod the boulevard and agrees to deposit the cost in full with the Municipality, the Municipality may on an annual basis, upon receipt of the deposit from the purchaser of the unit, reduce the letter of credit by the amount of the deposit.

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11.6 Guarantee

The Owner acknowledges that the letter(s) of credit is/are taken to secure the completion of the Owner obligations pursuant to this Agreement, and will stand to guarantee that its obligations are satisfactorily completed. If the Land is transferred while the Owner obligations under this Agreement have not been completed, the Owner acknowledges that it is its own and sole responsibility to make arrangements with the transferee of the Land directly to have liability for the letter(s) of credit guaranteed or assumed by the transferee. Substitute letter(s) of credit from the transferee, will not necessarily be accepted by the Municipality unless in compliance with Subsection 11.2.

11.7 Direct Municipal Charges

~~The Sub-divider paid the Municipality the amount of **$0.00**under the Pre Service Agreement for the individual items set out in detail in Schedule "C" to this Agreement.~~

11.7.1. Nature of Direct Municipal Charges

The money paid under Schedule "C" of this Agreement shall become the sole property of Municipality, free from all claims of the Owner. The Owner shall not, under any circumstances, be entitled to any refund of any part of the fixed payment once it has been paid, whether or not the actual cost of providing the Services for which payment is made is less than the sum paid by the Owner under Schedule "C".

11.7.2. Use of Direct Municipal Charges

The Sub-divider acknowledges that the Municipality shall use the moneys paid by the Sub-divider under Schedule "C" to pay the cost of, or to reimburse the Municipality for the cost of the Services or improvements on account of which the moneys are paid whether such Services or improvements were constructed or rendered before or are constructed or rendered after the date of this Agreement. The time and manner of providing these Services shall be at the sole discretion of the Municipality.

~~11.8 Development Charges~~

~~The Sub-divider acknowledges that, in addition to the amounts payable under Section 11and Schedule "C", all applicable development charges must be paid prior to or at the time a building permit is issued.~~

11.9 Services to be Assumed

The total estimated cost of all the Services to be constructed which will be assumed by the Municipality is **$ 191,690.00** as generally detailed in Schedule "D". To secure the construction of Services which are the

responsibility of the Owner, the Owner shall provide a letter of credit in the amount of which is 100% of the cost of constructing outstanding Services.

11.10 Guarantee and Maintenance Period

The Owner covenants and agrees to maintain and guarantee all the Services from all defects in workmanship or material for a period of One (1) year from the date of completion of the first lift of asphalt (the "Maintenance and Guarantee Period"). During the said Maintenance and Guarantee Period, the Owner covenants and agrees to maintain all of the Services in good working order and maintain them in a good state of repair.

The Owner acknowledges that the Municipality shall be entitled to retain not less than 20% of the value (as set out in Schedule "D" of this Agreement) included in the letter of credit provided pursuant to Section 11 of this Agreement to secure the construction of the Services until a Certificate of Final Acceptance is issued pursuant to Section 11.11 of this Agreement.

11.11 Certificate of Final Acceptance of Services

The Owner shall receive from the Municipal Engineer a Certificate of Final Acceptance on the expiry of the Maintenance and Guarantee Period subject to the following conditions:

(1) The Owner must deliver to the Municipality the final engineering drawings required by Section 2.1~~2.1~~ of this Agreement.

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(2) Any and all defects or damages to Services which occurred during the Maintenance and Guarantee Period must have been corrected.

(3) The Owner must cause its consulting engineer to provide a set of as-built plans based on the survey and inspection reports provided by the consulting engineer.

(4) The Owner must cause an Ontario Land Surveyor to provide a declaration certifying that all standard iron bars shown on the registered Plan (and marking the main points of the limits of the highways and the blocks dedicated or conveyed to the Municipality) are still in their correct locations.

The issuance of the Certificate of Final Acceptance shall relieve the Owner from any further obligations of guarantee of the accepted Services.

12.1 Occupational Health and Safety

(1) The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, or any successor thereto, and all Regulations thereunder (in this section

called the "Act"), and shall ensure that its employees, contractors, subcontractors and their employees,

(a) are aware of their respective duties and obligations under the Act, and

(b) have sufficient knowledge and training to perform all Works and Services required pursuant to this Agreement safely and in compliance with the Act.

(2) In the performance of all Works and Services required pursuant to this Agreement, the Owner shall,

(a) act safely and comply in all respects with the Act, and

(b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act.

(3) The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.

(4) In addition to the Owner's general indemnification of the Municipality pursuant to Section 12.2~~12.2~~ below, the Owner shall indemnify and save harmless the Municipality,

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(a) from any loss, inconvenience, damage or cost to the Municipality which may result from the Owner or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any Work or Service required pursuant to this Agreement; and

(b) against any action or claim, or costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any Work or Service required pursuant to this Agreement.

(5) The Owner shall permit representatives of the Municipality on the site where any Works or Services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.

(6) No act or omission by the Municipality or any representative of the Municipality (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.

12.2 General Indemnity and Release

Until the Municipality has provided a Certificate of Final Acceptance for the Services, including roads, the Owner on behalf of himself, his assigns and successor in title, hereby covenants to indemnify and save harmless the Municipality from all actions, causes of action suits, claims, and demands whatsoever, for any personal injury, death or property damage which may arise either directly or indirectly from the development of this Subdivision including and without limiting the generality of the foregoing, only claims arising by reason of any alteration of the existing grade or level of any street or streets on the said plan to bring the said grade or level into conformity with the grade or level approved by the Municipal Engineer or by reason of any damage to the lands abutting on any street or streets shown on the said Plan, or to any building erected thereon, arising from, or in consequence of any such alteration of grade or level.

12.2.1 The Owner further agrees to indemnify and save harmless the Municipality from any claim or demand arising from the design and/or approval of the Services, including the roads within the Plan.

12.2.2 The Owner shall be liable for all damages that may be suffered by any person on the streets as shown on the Plan until the streets have been assumed by by-law by the Municipality.

12.2.3 In the event that any of the obligations of the Owner herein are requested by the Owner to be performed by the Municipality, then the Owner hereby appoints the Municipality as the agent of the Owner for the purpose of performing such works and the Owner shall pay the cost of any such work forthwith upon demand. The parties hereby agree that any work which is required to be performed for the purpose of maintaining public travel on a road (dedicated to the Municipality, but not yet assumed by the Municipality) in circumstances deemed by the Municipal Engineer in his sole opinion, to be on an emergency basis, then such work shall be further deemed to be at the request of the Owner, at the expense of the Owner and as agent for the Owner.

12.2.4 Any rights, duties or obligations of the Owner which are required to be performed by the Owner prior to the issuance of a building permit on a unit shall not be assigned without notice in writing to the Municipal Engineer.

12.2.5 <u>Environmental Remediation</u>

The Owner covenants and agrees to implement the recommendations of any pertinent environmental remediation studies which are required by this Agreement or which otherwise apply to the Land.

12.2.6 Liability Insurance

a) The Owner shall procure and maintain liability insurance in the amount of five million dollars ($5,000,000) on a per occurrence basis. Such insurance shall include the Municipality, its officers and agents as additional named insureds for all and any claims resulting from improper installation of any Services or on any road within the Plan prior to the Municipality assuming such Services or road.

b) The insurance specified above shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Municipality at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Municipality for approval. The insurance shall not be cancelled until all Services are complete and have been accepted by the Municipality.

c) The Owner shall provide the Municipality with a certificate of insurance indicating compliance with this section prior to execution of this Agreement.

13 Building Permit

The draft approval of the Plan by the Municipality shall not be deemed to give assurance that building permits, when applied for, will be issued on the units shown on the Plan in Schedule "A".

14 Notice to Purchasers and Tenants

The Owner shall inform all prospective purchasers of tenants of residential Lots with the Plan that the Land in question is in an area where endangered or threatened species may be present. The Owner shall further inform all prospective purchasers or tenants of applicable law regarding species at risk, as well as provide information and material regarding the species.

15 Registration of Subdivision Agreement and Release

The Owner hereby agrees that it will register this Agreement on title to every Lot and Block of the registered Plan prior to the transfer of any Lot or Block of the registered Plan. Such registration shall be at the expense of the Owner.

15.1 Release of Subdivision Lands

Upon completion of the Works, the issuance of the Certificate of Final Acceptance, the payment of all accounts therefor and the submission of applicable as constructed plans, the Municipal Engineer will issue to the Municipal Clerk a report that states in his opinion the said Works have been constructed according to Municipal specifications, standards and requirements or that there is adequate financial security retained therefor. When the Municipal Clerk has received the Municipal Engineer's report, the Municipal Clerk shall execute a certificate to release the Lands from this Agreement.

16 Mortgagee

16.1 Postponement

The Mortgagee, in consideration of the approval by the Municipality of the Plan, postpones any rights or interests which it has in the Land with the intent that this Agreement shall take effect as though executed and registered prior to the creation of its right or registration of any mortgage, agreement or other document creating or defining its rights or interests.

16.2 Priority of Rights

The Mortgagee, in consideration of the approval by the Municipality of the Plan, covenants and agrees with the Municipality that this Agreement, and any conveyance, Easement or other documents given pursuant to this Agreement, shall have priority over the rights of the Mortgagee in the Land with the intent that the Mortgagee (or anyone claiming under it) shall at no time exercise in relation to the Land any right, title or claim which could not be exercised by the Owner by reason of the terms of this Agreement.

17 Successors and Assigns

This Agreement shall insure that the benefit and be binding upon the parties and their respective successor, assigns, heirs, executors and administration.

18 Assignment

The Owner may not assign all or any portion of its rights and obligations under this Agreement without the Municipality's written consent, which may be arbitrarily and unreasonably withheld.

IN WITNESS WHEREOF, the parties hereunto have affixed their corporate seals as attested by the signatures of their duly appointed signing officers.

SIGNED, SEALED AND DELIVERED

In the Presence of

_____

1851477 ONTARIO INC.

_____
Name: Marcel Degagne
Title: President
I have the authority to bind the Corporation.

Caisse Populaire North Bay Limited

_____

Name:_____
Title:_____

SIGNED, DELIVERED AND ATTESTED

In the Presence of

_____

The Municipality of East Ferris

_____
MAYOR – Rick Champagne

_____
CLERK – Kari Hanselman

Authorized and approved by By-law Number _____
ENACTED this _____ day of _____, A.D., 20__.

SCHEDULE "A"

(1) All and singular that certain parcel or tract of land and premises situated, lying and being in the Municipality of East Ferris in the District of Nipissing and more particularly described as follows:

(a) Existing Property Description:

PART OF LOT 11 AND 12 AND PART OF BROKEN LOTS 13 AND 14, CONCESSION 15, TOWNSHIP OF EAST FERRIS, DISTRICT OF NIPISSING.

(b) Subdivision Description:

Registered Plan 36M-

As prepared by Tulloch Geomatics INC.

SCHEDULE "A1"

EASEMENT(S) FOR DRAINAGE

Owner agrees to provide registered Transfer of Easement(s) in favour of the Municipality prior to execution by the Mayor and Clerk of this Agreement.

Above Ground Storm Drainage:

1. 36R- Parts 8-11 & 13-15

SCHEDULE "A2"

EASEMENT(S) FOR HYDRO

Owner agrees to provide registered Transfer of Easement(s) in favour of Hydro One in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

1. 36R - Parts1-7, 12 & 16-20

SCHEDULE "A3"

EASEMENT(S) FOR BELL CANADA AND OTHER TELECOMMUNICATIONS COMPANIES

Owner agrees to provide registered Transfer of Easement(s) in favour of Bell Canada or other telecommunications companies in prescribed form prior to execution by the Mayor and Clerk of this Agreement.

NIL

SCHEDULE "A4"

PARKS AND OTHER LANDS FOR MUNICIPAL PURPOSES

Parks and Other Lands

Dedicated in previous phase

~~Cash in Lieu Calculation~~
~~(As set out in Section 51.1.1 of the planning Act Chpt. P.13, R.S.O. 1990 as amended)~~

SCHEDULE "B"

1. Cover Page
2. Site Servicing Plan
3. Lot Grading Plan
4. Plan and Profile 0+020 to 0+210
5. Plan and Profile 0+220 to 0+380
6. Erosion Control plan

SCHEDULE "C"

SUMMARY ESTIMATED COSTS	
PART A - Services	$ 191,690.00
TOTAL PARTS A	**$191,690.00**

* The Total estimated costs are the total estimated construction of the road and all the appurtenances in or over the road. These costs are to be used to establish the value of the letter of credit as per Section 11 of this Agreement.

SCHEDULE "D"

	COST ESTIMATE - ONE MILE ROAD (Mystery Estates)				
PART A - ABOVE GROUND SERVICES					
Item	Description	Units	Quantity	Unit Price	Amount
ONE MILE ROAD					
1	GRANULAR B TYPE I	Tonne	5128	$ 25.00	$ 128,199.26
2	50mm LIFT GRANULAR A	Tonne	641	$ 30.00	$ 19,229.89
3	100mm LIFT GRANULAR A	Tonne	1282	$ 30.00	$ 38,459.78
4	ASPHALT Superpave Basecoat	Tonne	670	$ 200.00	$ 133,989.04
5	ROADSIDE DITCHING	m	882	$ 20.00	$ 17,640.00
TOTAL PART A					$ 337,517.96

PART C - STREET LIGHTING AND SIGNS - ONE MILE ROAD (Mystery Estates)

Item	Description	Units	Quantity	Unit Price	Amount
ONE MILE ROAD					
1	STREET LIGHTS		1	$ 2,000.00	$ 2,000.00
TOTAL PART C					$ 2,000.00
SECURITY LETTER OF CREDIT					
1	50mm LIFT GRANULAR A	Tonne	641	$ 30.00	$ 19,229.89
2	100mm LIFT GRANULAR A	Tonne	1282	$ 30.00	$ 38,459.78
3	ASPHALT Superpave Basecoat	Tonne	670	$ 200.00	$ 133,989.04
4	STREET LIGHTS	Tonne	1	$ 2,000.00	$ 2,000.00
TOTAL LETTER OF CREDIT					$ 193,678.71

Special Provisions

Phasing

1. It is agreed that the Draft Plan may be developed in two phases as shown in the approved Phasing Plan, attached hereto as Schedule "B". The Plan being Phase 1 is as shown on Schedule "B" attached hereto.

It is specifically agreed that Phase 2 shall not receive final approval until the Owner enters into an additional Subdivision Agreements for the development of Phase 2 the satisfaction of the Municipality, which agreement may include the limitations on the ability to apply for building permits and/or the issuance of partial building permits, and/or the right to withhold occupancy of the dwellings, together with such registered instruments/notices as the Municipality may require.

The Owner agrees to construct such temporary Works as the Municipality and the Municipal Engineer may require to accommodate the development of the Plan as Phase 1. Such temporary Works may include but shall not be limited to turning circles, temporary grading and/or drainage Works and such other matters as the Municipality, in its sole discretion, may direct. Such temporary Works may be also located on the Phase 2, provided that such Works are shown on the approved engineering drawings.

Road connections between phases shall be terminated with grading and barricades as determined appropriate by the Municipal Engineer and shall not be removed until authorized under a subsequent agreement for the development of Phase 2. The Owner shall erect signage at road connections between phases to the satisfaction of the Municipality. In addition, the Phasing Plan shall be attached to all Agreements of Purchase and Sale, with the notation added, "The Purchaser is advised that the Owner intends to construct this subdivision in two phases. Should the Owner choose to proceed with Phase 2, this Draft Plan shows the layout of the proposed subdivision, and the required extensions of streets."

2. This Agreement does not authorize any pre servicing Works on the Phase 2 Lands, save and except for any Works shown on the approved engineering drawings.

The Owner shall not till, plow or farm the Phase 2 Lands upon the occupancy of any dwelling on the Plan, unless otherwise agreed to by the Municipality. Upon such occupancy, the Owner shall ensure that the Phase 2 Lands have sufficient cover, or shall seed those lands or take other measures to the satisfaction of the Municipality, so as to restrict erosion and dust from those lands.

The Owner shall fence the boundaries of the Plan where such lands abut the Phase 2 Lands, should the Municipality require such fencing. If fencing is required, such fencing shall be to the satisfaction of the Municipality.