

SECTION 41 DEVELOPMENT AGREEMENT

AGREEMENT MADE THIS _____ day of _____ 20 .

B E T W E E N:

of the Township of Woolwich, in the Regional Municipality of Waterloo
(hereinafter called the "Owner"),

OF THE FIRST PART,

- a n d -

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(hereinafter called the "Township"),

OF THE SECOND PART,

- a n d -

(hereinafter called the "Mortgagee"),

OF THE THIRD PART,

WHEREAS the Owner represents and warrants that it is the registered owner of those lands and premises in the Township of Woolwich located at _____ and described in Schedule 'A' of this Agreement (hereinafter the "Lands").

AND WHEREAS the Township passed By-law 41-2020, on the 2nd day of June 2020, to impose the provisions of Section 41 of The Planning Act, where there is development or re-development of land or buildings in the Township.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Township to the Owner, the receipt whereof being hereby acknowledged, and other consideration, the Owner covenants and agrees as follows:

1) THE OWNER AGREES:

- A) To develop and maintain the Lands for a _____ (the "Development") in accordance with the approved Site Plan (_____) prepared by _____, titled "_____", dated _____ and revised _____, and approved by the Township (the "Site Plan"). Minor changes to the Site Plan, acceptable to the Director of Development Services, may be permitted.
- B) To acknowledge that approval of the Site Plan noted in 1 A) above was done in absence of final approval of the drawings, plans and reports noted in 1 D) by the Township and applicable agencies. The Owner further agrees to indemnify and save harmless the Township against any liability and the Township will not be held responsible for paying any of the cost incurred by the Owner or other parties on its behalf in respect to the design, approval and/or construction, should:
 - i) the approval of the drawings, plans and reports noted in 1 D) results in subsequent revisions to the Site Plan noted in 1 A); and/or
 - ii) the approval of the drawings, plans and report and subsequent changes to the Site Plan (if applicable) results in any delays in the issuance of a building permit for the Development.
- C) That all minor amendments shall be included in an addendum to this agreement, signed by the Owner and Director of Development Services. The Township may register the addendum against title of the subject property; however, new purchasers should contact the Township of Woolwich to determine if any addenda exist for the property.

- D) That prior to issuance of the first Building Permit and/or commencing of any site alteration/grading for the Development of the Lands, the following conditions in Subsection i) to _) below shall be completed in accordance with the Site Plan and approved to the satisfactions of the Township, and where applicable, the Regional Municipality of Waterloo (the “Region”), the Grand River Conservation authority (the “GRCA”) and/or _____:

Servicing and Grading

- i) To prepare the following plan(s) and report(s) (the “Site Servicing Plan”) in accordance with the Township’s latest approved version of the Engineering Design and Infrastructure Manuel (the “EDIM”):
 - a) Erosion and Siltation Control Plan;
 - b) Functional Servicing Report;
 - c) Servicing Plan showing the sanitary, water, and stormwater facilities and utilities;
 - d) Stormwater Management Report;
 - e) Grading and Drainage Control Plan;
 - f) Details and Notes as required for the above plans;
 - g) Geotechnical Study (if applicable);
 - h) _____; and **Any other studies identified by Engineering during pre-consultation**
 - i) Security deposit calculation for the above works located outside the Lands and/or any internal works required by the Township and where applicable the _____ (the “Servicing Works”) as identified on the Site Servicing Plan.
- ii) To obtain a “development, interference with wetlands, alterations to shorelines and watercourses” Permit from the GRCA prior to the construction of the stormwater management pond and associated facilities and structures (the “Storm Pond”) as shown on the Site Plan and/or any other works occurring on the Lands within the GRCA’s Regulatory Area.
- iii) To prepare and obtain the necessary permits for the wastewater disposal system-(i.e., Septic Permit) from the Chief Building Official for of the Township.

Road/Access

- iv) To convey to the _____, free and clear of any encumbrances, a _____ metre wide road widening and _____ metre _____ daylighting along _____ and _____ intersection, as shown on the Site Plan. All surveying and legal cost associated with the conveyance of the said road widening and daylighting shall be incurred by the Owner. **The Owner agrees that prior to the conveyances of the said road widening, to submit a Phase 2 Environmental Assessment report concerning those lands being transferred to the Region and to undertake, if necessary, further remedial measures, including a Record of Site, depending on the findings of the Phase 2 Environmental Assessment report (last provision is optional depending on the location);**
- v) To obtain a **Regional/Township** Road Access Permit to **locate/expand/modify** the entrance(s) onto _____ as shown on the Site Plan.
- vi) To obtain a Road Work Permit from the **Township/Region** prior to any works occurring within the _____ road allowance, adjacent to the Lands, and to provide written notice to the **Township/Region** at least one **(1) week/() weeks** in advance of work occurring within the _____ road allowance to ensure that all utility and servicing locates are completed prior any development occurring on or beyond the Lands.

MECP Approval

- vii) To contact the Ministry of Environment Conservation and Parks (MECP) prior to the issuance of a building permit or the installation of equipment that may not require a building permit, to determine whether an Environmental Compliance Approval (ECA) is required by the MECP. If it is determined that any such ECA is required, to apply for same or, alternatively, to amend any existing application for same. The Owner agrees to provide a copy of any such ECA to the Township upon receipt by the Owner. The Owner agrees to indemnify and save the Township harmless in respect of any claim that may be made against the Township in connection with any failure by the Owner to acquire or operate in accordance with such Approval.

Lighting Plan

- viii) To prepare a Photometric/Site Lighting Plan (the “Lighting Plan”) demonstrating that the outdoor lighting for the Development does not encroach onto or cause a glare that may impact adjacent lands, as well as the passerby traffic.

Truck Turning

- ix) To prepare a Truck Turning Movements Plan demonstrating that any truck movements for the Development does not encroach onto or impact the public road allowance or adjacent lands or impact the internal function and features of the Lands such as parking, pedestrian movement, and landscaping, etc.

Sustainability Report

- x) To prepare a Sustainable Building/Site Design Report in accordance with Sections 7.9.1 and 7.9.2 of the Township Official Plan and [REDACTED] (the "Sustainability Report"). **(Insert if there are other specific guidelines);**

Elevation Plan

- xi) To prepare an Architectural Control/Urban Design/Facade Plan (the "Elevations Plans") in accordance with Sections 7.9.3 to 7.9.6 and Sections _____ **(specific design requirements for a particular area like the Stockyards)** of the Township Official Plan;

Landscaping

- xii) To prepare a:
- a) Tree Management/Enhancement Plan demonstrating/justifying existing vegetation to be retained and/or removed and additional vegetation to be provided to compensate for any vegetation to be removed;
 - b) Fencing and Visual Barriers Plan as identified by _____;
 - c) Landscape Plan in accordance with the latest approved version of the Township's Landscape and Design Guidelines;
 - d) Details and Notes as required for the above plans; and
 - e) Letter of Credit calculation for 100% of the landscaping and tree management works (the "Landscape Works") illustrated in the Landscape Plan and if applicable the Tree Management/Enhancement.

Fuel Dispensing

- xiii) To obtain approval from the Technical Standards and Safety Authority (TSSA), where required, for tanks and/or structure for the Development and to forward copy of the TSSA approval to the Township prior to installation of the said tanks and/or structures.

Fire

- xiv) To prepare and receive approval for:
- a) the underground reservoir calculation; and
 - b) reservoir design, with pipe bollards for firefighting purposes, in the location and specifications identified on the Site Plan (i.e., the "Fire Reservoir"), to the satisfaction of the Township Fire Chief and Chief Building Official.

Security Deposits

- xv) To deposit with the Township a Letter of Credit or cash for as security to install the landscaping, plantings, berm, fencing and other miscellaneous features in accordance with the Landscape Plan and if applicable, the Tree Management/Enhancement Plan as per the approved Letter of Credit calculation in clause 1) D) xii) (i.e., the 'Landscape Works'). The Owner authorizes the Township to cash the Letter of Credit or use the cash deposit to install all or part of any of the Landscape Works, if Landscape Works have not been completed and/or the Owner has not completed the required remedial works identified by the Township upon inspection of the Landscape Works within the required time period noted in this Agreement. That upon request of the Owner, the Township shall, in a timely manner, inspect the completed Landscape Works. Following inspection and upon the Township confirming that all Landscape Works, as well as any remedial works identified by the Township have been completed in accordance with the Landscape Plan and to the satisfaction of the Township, and being provided with a statutory declaration by the Owner indicating that the contractors installing the Landscape Works have been paid in full for material and services rendered, the Township shall return the Letter of Credit or cash deposit to the Owner, less any amount withdrawn pursuant to this clause.
- xvi) To deposit to the Township a Letter of Credit for the engineering works in accordance with the Site Servicing Plan as per Clause 1) D) i) (i.e., the 'Servicing Works'). The Owner authorizes the Township to cash the Letter of Credit or use the cash deposit to install all or part of any of the Servicing Works, if such works have not been completed and/or the Owner has not completed the required remedial works identified by the

Township upon inspection of the Servicing Works within the required time period noted in this Agreement.

Hydro

xvii) To make satisfactory provisions with Waterloo North Hydro for the necessary electrical services.

Noise

xviii) To complete a stationary /traffic noised impact assessment prepared by a qualified noise consultant to assess the stationary noise impacts from the adjacent _____ and/or-traffic noise from _____ and to identify any required noise abatement measures (e.g., berm/wall/fence, building components, warning clauses, etc.) in accordance with the _____ Guidelines (the "Noise Study"), all to the satisfaction of the Township/Region.

Holding

xix) That the applicant/Owner shall received final approval of Zoning Application ---, to remove the Holding Provision on the subject Lands.

Minor Variances

xx) That the applicant/owner apply for and receive final approval of a Minor Variance application from the Committee of Adjustment to the satisfaction of the Manager of Planning for the following variances:

a)

Approved Plans

xxi) To provide 3 hard copies and 1 electronic copy all plans and reports required in this sub-section.

Salt Management Plan

xxii) To prepare a Salt Management Plan in accordance with the Region's Salt Management Implementation Guidelines all to the satisfaction of the Region. (if applicable)

During Construction, Prior to Occupancy, Building/Maintain

E) That prior to and/or during the grading and/or construction on the Lands for the Development to complete the following the satisfaction of the applicable approval Department / Agency:

i) To install and maintain the sediment control measures and construction fencing to the specification/location noted on the Site Servicing Plan, prior to any development (including grading and servicing) occurring the Lands for the Development, all to the satisfaction of the Township and _____.

ii) To provide full time inspection from a Professional Engineer during the installation of the Servicing Works for the Development.

iii) To obtain a ECA from the MECP as per the Ontario Water Resource Act, RSO. 1990, prior to the installation of the stormwater management facilities as illustrated on the Site Servicing Plan and to provide a copy of the same to the Township.

iv) To obtain an ECA from the MECP for the oil grit separator as illustrated on the Site Servicing Plan and to provide a copy of the same to the Township.

F) That prior to occupancy of the buildings/building addition within the Development to complete and/or confirm the following, which shall be maintained in accordance with the applicable plans/drawings/reports, all to the satisfaction of the Township, and where applicable _____, for the life of the Development:

i) To install and maintain back-flow prevention device for the on-site water distribution system in accordance with the Site Servicing Plan and the most up-to-date version of the CSA B64.10-07 Standard, all to the satisfaction of the Township.

ii) To install and maintain the sanitary, water and stormwater facilities and grade and drain the Lands in accordance with approved Site Servicing Plan.

iii) To install and maintain the septic system in the location shown on the Site Plan and in accordance with the conditions specified by Septic Permit.

- iv) To install and maintain any sustainable building/site components for the Development in accordance with the approved Sustainability Report.
- v) To construct and maintain the exterior façade of the _____ building within the Development in accordance with the Elevation Plan. The Owner further agrees that any modifications to exterior façade of the _____ within the Development may require amendment to the Elevation Plan and/or an amendment to this Agreement pursuant to Clause 1 C), at the discretion of, and to the satisfaction of the Township, and such modifications shall be consistent with Section _____ of the Township Official Plan and the _____ Urban Design and Architectural Control Guidelines adopted by Township Council.
- vi) To construct and maintain the entrance(s) in accordance with the approved Site Plan, Site Servicing Plans and the terms and conditions outlined in the Township/Regional Road Access Permit.
- vii) To develop the parking and loading areas and internal driveways for the Development in accordance with the Site Plan and Site Servicing Plan and to the satisfaction of the Township, prior to occupancy of _____ in the Development, which includes:
 - a) the delineation of parking and loading spaces, traffic islands, internal traffic lanes and intersection markings;
 - b) the installation/delineation of accessible parking spaces with painted symbols or signage;
 - c) the construction of the horse and buggy shelter (if applicable);
 - d) the installation of continuous concrete curbing (applicable curb-cuts) and landscape islands;
 - e) the installation of internal traffic control signs and/or painted markings (stop bars) and directional signage;
 - f) the installation of portable concrete curbing fixed to the ground with metal spikes (if applicable);
 - g) To install “cart return corrals” in the locations shown on the Site Plan. The Owner further agrees that the designated “cart return corrals” cannot be located on or be included as required parking spaces for the Development. (if applicable);
 - h) To install internal concrete sidewalks (including the required curb-cuts and barrier-free ramps); and
 - i) To install the internal concrete areas and concrete barrier curbing (including required curb-cuts and barrier-free ramps).
- viii) To install and maintain the outdoor lighting in the locations and specifications shown on the approved Lighting Plan, and to ensure that all outdoor lighting is directed downward and shielded so as not to project beyond the Owner’s land nor to cause a glare that would impact adjacent properties or passing traffic.
- ix) To install and maintain in an acceptable state all landscaping and plantings in the Development in accordance with the Site Plan/Landscape Plan/ Tree Management/Enhancement Plan which includes all trees, shrubs, plants and/or ground cover, any landscape berms, and fencing as applicable.

Garbage

- x) That if the garbage facility is located outdoors, it shall be installed and maintained in the location shown on the Site Plan and in accordance with the following:
 - a) placed on a concrete pad, enclosed on all sides, including a gate, with a solid wood maintenance free fence, at a height, which is greater than the garbage bin, or
 - b) decorative molok(s),
 but in either case shall not occupy or interfere with a required parking or loading space, and to maintain the facility in an acceptable state for the life of the development. Any changes to the location of the garbage facility will require an addendum to this Agreement pursuant to Clause 1b, prior to construction.

Fire

- xi) To complete a fire flow test for the water services on-site, as shown on the Site Servicing Plan, upon completion of the installation of the water services.
- xii) To complete a fire flow test to ensure the proper operation of the fire reservoir and associated systems to meet the design requirements, and to provide details of the same to the Fire Chief;
- xiii) To install and maintain a private fire hydrant on the Lands in the location and specifications identified on the Site Plan and Site Servicing Plan.
- xiv) To install and maintain a private fire hydrant and Fire Department connection on the Lands in the location and specifications identified on the Site Plan and Site Servicing Plan prior to occupancy of the Addition within the Development. The Owner further agrees that the Township may inspect all fire hydrants and connections on the Lands in accordance with Township standards, and all cost incurred for the same will be at the Owner's expense.
- xv) To install and maintain the underground reservoir with pipe bollards for firefighting purposes in the location and specifications identified on the Site Plan (i.e., the "Fire Reservoir").
- xvi) To develop and maintain the storm water management pond as a fire reservoir, including the installation of the clay liner, fire connection and the marking pole to the fire department standards, prior to the occupancy and operation of the facility as shown on the Site Servicing Plan. The Owner further agrees that the pond levels shall be maintained to ensure the appropriate minimum level of water is on site for fire-fighting purposes at all times. If for any reason the pond is not maintained to proper levels the Township may enter the property and fill the pond at the expense of the Owner.

Fuel

- xvii) To install and maintain the above-ground fuel storage tanks and the fuel pumps in the location shown on the Site Pan and in accordance with the Liquid Fuels Handling Code from the Technical Standards and Safety Act, 2000. The Owner further agrees to protect the above-ground fuel storage tanks with bollards, the fuel pumps with curbed islands, and to install the canopy, in accordance with the Site Plan, prior to the operation of the gas bar facility for the Development.
- xviii) To install and maintain the fencing and bollards to protect the above ground fuel storage tank (or waste oil tank and bin) in the Development as shown on the Site Plan.

Noise clauses

- xix) To construct and maintain the **noise berm/fence/wall and all building components and features** to mitigate the noise levels **to/from** the Development in accordance with approved Noise Study.

G) One Year After Occupancy

- i) To request an inspection of the completed Landscape Works. Following inspection and upon the Township:
 - confirming that all Landscape Works, as well as any remedial works identified by the Township have been completed in accordance with the Landscape Plan and to the satisfaction of the Township, and
 - being provided with a statutory declaration by the Owner indicating that the contractors installing the Landscape Works have been paid in full for material and services rendered,the Township shall return the Letter of Credit or cash deposit to the Owner, less any amount withdrawn pursuant to this clause.
- ii) To request an inspection to the completed Servicing Works. Following inspection and upon the Township:
 - confirming that all Servicing Works, as well as any remedial works identified by the Township have been completed in accordance with the Site Servicing Plan and Site Grading Plan and to the satisfaction of the Township, and

- being provided with a statutory declaration by the Owner indicating that the contractors installing the Servicing Works have been paid in full for material and services rendered,

the Township shall issue a Performance Acceptance Certificate to the Owner for completion of Servicing Works. The Owner further agrees that a one (1) year maintenance period shall commence to run from the date the Performance Acceptance Certificate is issued. The Township shall retain the portion of the securities noted in Clause 1 D) (). The Township shall issue a Certificate of Release with respect to the Performance Acceptance Certificate when the one (1) year maintenance period has expired, all remedial works required by the Township with respect to the Servicing Works have been completed, and the Owner has provided a statutory declaration to the Township indicating that the contractor installing the Servicing Works have been paid in full for material and services rendered. Once the Certificate of Release is issued by the Township, the Township shall return the security deposit to the Owner.

- iii) To provide written confirmation from a Professional Engineer that the Development has been constructed and completed in accordance with the approved Plans and provisions identified in this Agreement which includes the submission of “red line” drawings for site grading, underground site services and any works within the public road allowance(s).

H) In addition to Clause 1 F) the Owners agrees to maintain the following on the Lands for the life of the Development:

- i) To inspect and maintain the on-site stormwater management facilities in accordance with the Site Servicing Plan a minimum of twice yearly, or as needed.
- ii) To inspect, monitor and maintain the oil grit separator quarterly, or as need to ensure the performance of the said structure in accordance with the Site Servicing Plan.
- iii) To maintain on-site services in accordance with the Site Servicing Plan to ensure that there is no cross-connection between the private wells and the municipal water distribution system, as well as the private sanitary septic system, the storm system and the municipal sanitary distribution system, located on the Lands, in accordance with all applicable Provincial requirements.
- iv) That all subsurface piping, associated structures and storage tanks shall be maintained with leak prevention measures to prevent spills or infiltration into the local groundwater. For sanitary sewers, this should include design and leak testing standards equivalent to watermain leak-prevention standards as outlined in the Region’s Guidelines and Supplemental Specification for Municipal Services.
- v) To maintain all gravelled areas in a dust-free condition by treating with calcium chloride or other environmentally safe substance(s) on at least two occasions per year, or more often if required in writing by the Township.
- vi) To maintain all hard surfaces, line painting, signage, fencing and landscaped areas and plantings as per the Site Plan and Site Servicing Plans.
- vii) To maintain the area identified as “snow storage” on the Site Plan. The Owner further agrees that snow gathered from the parking and outdoor storage areas shall not interfere with the approved drainage pattern for the Lands or adversely impact adjacent properties and cannot be stored on the minimum number of required parking spaces for the Development but stored in the “snow storage area(s)”, surplus parking spaces and/or trucked away to a location off-site.
- viii) To obtain any necessary permits for signs and to ensure that such signs are located in accordance with the provisions of the Sign By-law and the location shown on the Site Plan. No addendum to this Plan shall be necessary for signs, which receive the necessary permits.
- ix) To maintain the parking and loading areas, driveways, sidewalks and any other impervious surfaces on the Lands in accordance with the approved Salt Management Plan.

Fire (choose the clauses that are applicable)

- x) To perform an annual fire flow test to ensure the proper operation of the fire reservoir and associated systems, and to provide details of the same to the Fire Chief.

- xi) To maintain a Fire Route in the location shown on the Site Plan and in accordance with the requirements of the Township Fire Chief. The Fire Route shall be identified by appropriate signage, which shall be installed at the expense of the Owner prior to occupancy of the first building permit in the Development.
- xii) That the Township shall maintain and inspect all fire hydrants on the Lands in accordance with Township standards, and all cost incurred for the same will be at the Owner's expense.
- xiii) Maintaining the Fire Reservoir to be accessible at all times for use by the Township's Fire Department (or other authorized Fire Departments in other municipalities) for firefighting purposes, shall be maintained with water at full capacity at all times, and shall be inspected and maintained twice yearly, or as often as necessary to the satisfaction of the Township Fire Chief.
- xiv) To act in accordance with the Environmental Protection Act by immediately reporting chemical spills, by taking immediate action to contain such spills and to control the damage and by completing the clean-up of the spill; however, if the Township Fire Department or any other Township work crew are requested to be involved in the clean-up of a chemical spill then the Owner agrees to adequately compensate the Township for all cost incurred.

Fuel

- xv) To maintain the fencing and bollards to protect the above ground fuel storage tank (or waste oil tank and bin) used for the Development as shown on the Landscape Plan.
- xvi) To maintain both the structural and operational Best Management Practices (BMP) for the fuel dispensing facility in accordance with the provisions outlined in Schedule 'B' of this agreement, as well as any other provisions required in the Liquid Fuels Handling Code from the Technical Standards and Safety Act, 2000, to ensure maximum safety and environmental protection of the fuel dispensing facility **within the Well Head Protection Areas (WHPA) identified by the Region** (if applicable).
- xvii) **Add required Noise warning clauses identified in the Noise Study** if applicable?

I) General requirements

- i) Where the construction or demolition of a building, or buildings, or site development works are in the opinion of the Township's Director of Development Services substantially suspended or discontinued for more than 45 days the Owner shall forthwith provide suitable ground cover to prevent soil erosion by wind rain, and snow for the protection of adjoining lands to the satisfaction of said Director.
 - ii) In event that any of the works required in this Agreement cannot be completed in the specified timeframe due to wintertime construction, the Owner shall make satisfactory arrangements with the Township to complete the applicable works on or before June 1 of the following construction season, without an addendum to this Agreement.
 - iii) To ensure that no new use or change of use is made to any building or part thereof until a Certificate of Occupancy authorizing such use has been issued by the Township.
2. The Owner agrees that all facilities and matters required by this Agreement shall be provided and maintained at the Owner's sole risk and expense and to the satisfaction of the Township and that, in default thereof, the Township may perform such requirements at the expense of the Owner and such expense may be recovered in like manner as municipal taxes.
 3. The Owner agrees to allow the Township, in its sole discretion, to register or deposit this Agreement in the Registry Office for the Registry Division of Waterloo North (No. 58), against the lands herein described.
 4. It is understood and agreed that, after this Agreement has been registered or deposited on title, the Township shall not release it. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township shall, upon request, issue a Certificate of Compliance with this Agreement to the date of the Certificate.

5. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner, shall run with the lands and be binding upon them and upon their heirs, executors, administrators, successors and assigns as Owners and occupiers of the said lands from time to time.

Mortgage

6. The Party of the Third Part for and in consideration of the sum of TWO (\$2.00) DOLLARS now paid to it (the receipt whereof is hereby acknowledged) doth hereby consent to the agreement herein and postpones its claim as Mortgagee of the said lands, the intent being that its mortgage shall be subject to the agreement herein as though the said agreement had been registered prior to the registration of its mortgage.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk and the Mortgagee witnesseth under hand of its authorized signing officer and seal (where applicable).

SIGNED, SEALED AND DELIVERED

In the Presence of

)
) OWNER
)
)
) Per: _____
)
) "I have the authority to bind
) the Corporation"
)
) THE CORPORATION OF THE
) TOWNSHIP OF WOOLWICH
)
) Per: _____
) Mayor
)
) Per: _____
) Clerk
)
) "We have the authority to bind
) the Corporation"
)
) MORTGAGE HOLDER
) Per: _____
)
) Name and Position
)
) Per: _____
)
) Name and Position
)
) "We have the authority to bind
) the Corporation"

SCHEDULE A

Legal Description

Part Lot -----, German Company Tract, Township of Woolwich, Regional Municipality of Waterloo, designated as _____ Township of Woolwich, Regional Municipality of Waterloo, as in (PIN _____).

SCHEDULE B

Best Management Practices (BMP)