

SUBDIVISION ADDENDUM AGREEMENT

BETWEEN:

The Princess Margaret Cancer Foundation

**Hereinafter called the "Developer"
of the First Part**

-and-

The CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

**Hereinafter called the "Township"
of the Second Part**

WHEREAS Boulter Estates Limited entered into an agreement with the Township, with respect to the Subject Lands, which agreement was registered on title on October 2, 2019, as Instrument Number GY176826 ("Subdivision Agreement");

AND WHEREAS the Developer is the subsequent owner of the lands described on Schedule "A" to this Agreement, being Lot 1 in the draft Plan of Subdivision ("Subject Lands");

AND WHEREAS tree removal and site alteration occurred on the Subject Lands in a no disturbance zone in contravention of the Subdivision Agreement, including clauses 48 and 54 and Schedule G;

AND WHEREAS a site remediation plan ("Plan") has been prepared to ensure remediation of the site where tree removal occurred contrary to the Subdivision Agreement, which Plan is attached as Schedule "B" to this Agreement;

AND WHEREAS a Certified Arborist has provided a letter, attached as Schedule "C" to this Agreement, confirming that trees were planted on the Subject Lands in accordance with the Plan;

AND WHEREAS the Developer and Township mutually agree to register an addendum agreement ("Agreement") to the Subdivision Agreement to include the Plan;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT THE DEVELOPER HERETO HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. No further site alteration is permitted to occur on the lands without the approval of the Township of Georgian Bluffs, the Niagara Escarpment Commission and the Grey Sauble Conservation Authority.
2. Remediation of the lands shall occur in conformity with the approved Plan, and the Developer shall
 - a. Adhere to the Monitoring and Maintenance obligations detailed in Section 3.0 of the Plan and provide the Township with copies of the inspection reports from a Certified Arborist.
 - b. Submit a letter from a Certified Arborist confirming that a success rate of 80% of the original abundance has been achieved or specifying the tree/shrub material to be replaced and a monitoring timeframe.

3. Clauses 3 and 59 of the Subdivision Agreement do not apply to the parties to this Addendum.
4. Township Expenses and Costs and Default by the Developer
 - a. The Developer agrees that it shall be responsible to pay the Township the costs for all technical and professional expenses that it has incurred to date and which it may incur in future arising out of the administration of this Agreement, including internal or external administrative technical or professional services, including engineering and legal work, inspection, registration of the Agreement on title and any other costs related to this Agreement, including costs it may incur to complete works the Developer has failed to complete in accordance with this Agreement.
 - b. For these purposes, the Developer shall deposit \$5,000 upon execution of this Agreement to be applied on account of such expenses. If required, an additional deposit may be requested by the Township from time to time upon notice and any such additional deposit requested shall be paid forthwith by the Developer to the Township. Any deposit remaining by the fifth anniversary of the date of execution of this agreement shall be returned to the Developer.
 - c. The Developer further agrees that any default by it under the Plan and/or this Agreement may be rectified by the Township and its contractors at the Developer's expense. Any deposit may be used by the Township to recover costs for any defaults the Township undertakes to rectify. Alternatively, or in addition to the deposit, the Township may do the work and the Township may recover the costs of rectifying the default by adding the costs to the tax roll and collecting them in the same manner as property taxes.
 - d. Prior to undertaking work to rectify a default, the Township shall give notice to the Developer of the default and any required rectification by the Developer with a specified period of time, failing which the Township may undertake the work specified in the notice.

5. Notice

- a. Any notice to be given under or in connection with this Agreement shall be in writing and shall be delivered in person, transmitted by e-mail or sent by regular mail addressed as follows or to such other address as may from time to time be the subject of a notice:

Princess Margaret Cancer Foundation
c/o Miyo Yamashita, President and CEO
610 University Avenue,
Toronto, ON M5G 2M9
Email:

Township of Georgian Bluffs
Attention: Clerk
177964 Grey Road 18
Owen Sound, ON N4K 5N5
Email: clerks@georgianbluffs.ca

- b. Any e-mail notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day); or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business

days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice shall be delivered or transmitted by e-mail.

- c. Either party to this Agreement may from time to time change its contact details for the purpose of this clause by notice to the other party in accordance with this clause.
- 6. Except as altered by this Agreement, all other provisions of the Subdivision Agreement shall remain in force and effect.
- 7. The Developer acknowledges the covenants registered on title to the lands in accordance with clause 35.4 of the Subdivision Agreement.
- 8. The Developer acknowledges there is a 20 m shore road allowance between the Subject Lands and the shoreline which shore road allowance is owned by the Township of Georgian Bluffs. The Developer acknowledges and agrees that and that no site alteration, tree removal, pruning or occupation of the shore road allowance is permitted.
- 9. The Developer agrees to grant access to the Township and its contractors through the Subject Lands, as needed, to the shore road allowance for monitoring and maintenance purposes for a period of five years from the date of the execution of this Agreement. The Township shall provide at least one business day notice prior to accessing the Subject Lands for this purpose.
- 10. The Parties agree that this Addendum shall be registered against the lands and shall bind all subsequent owners of the land.

IN WITNESS hereof the Corporate seal of the Company duly attested to by the authorized representatives of the parties hereto.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

The Corporation of the Township
of Georgian Bluffs

per: _____
Dwight Burley, Mayor

Witness thereof

Dated this ____ day of _____ 2022

per: _____
Brittany Drury, Clerk

Developer

per: _____
The Princess Margaret Cancer
Foundation c/o Miyo Yamashita,
President and CEO

Witness thereof

Dated this ____ day of _____ 2022

SCHEDULE "A"

PLAN 16M67 LOT 1 Township of Georgian Bluffs, County of Grey

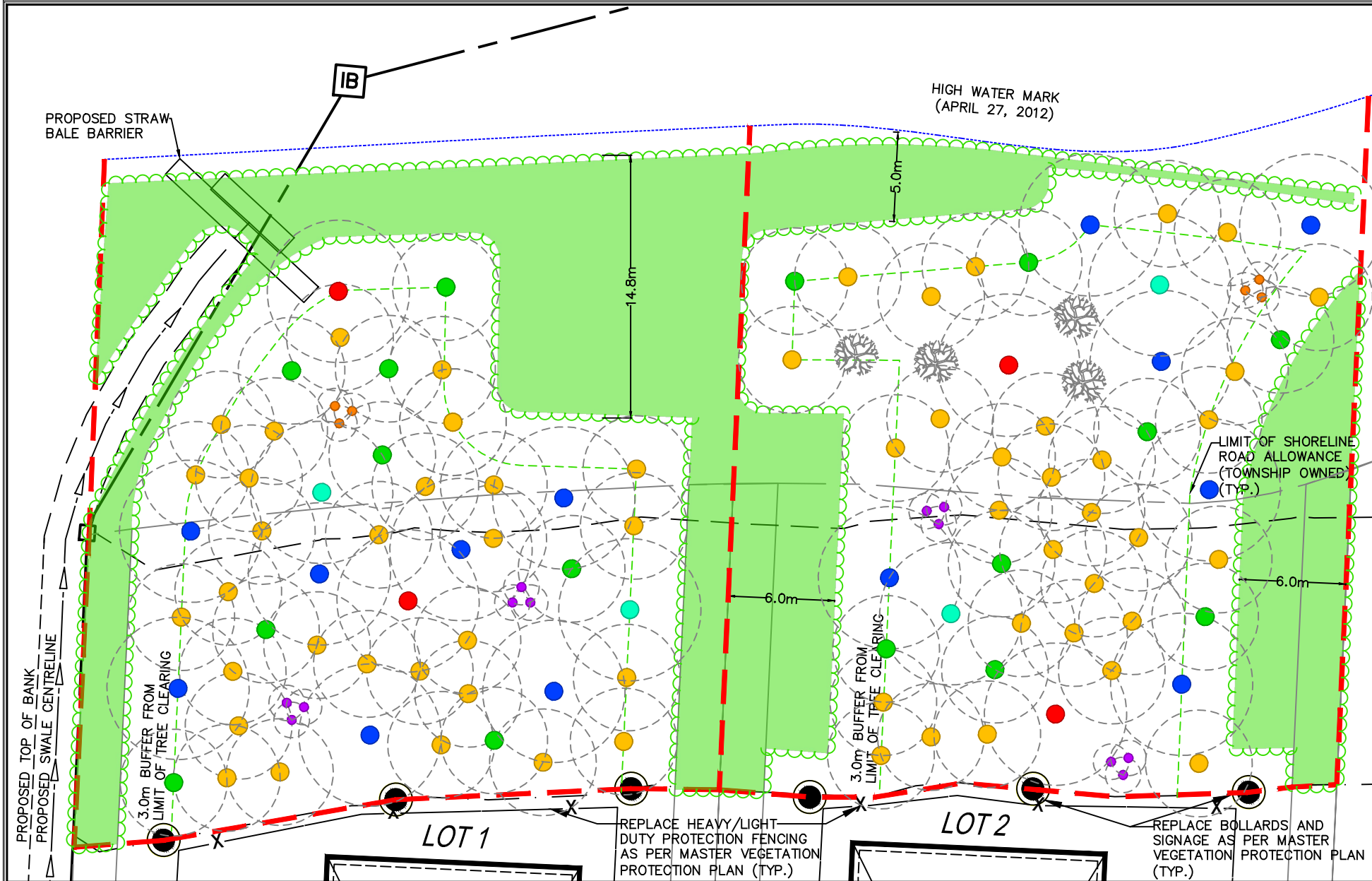
PIN: 37023-0347

ARN: 4203-620-006-22521

SCHEDULE "B"

Restoration Plan Lot 1 Project No; 19-247 Figure No. 2 dated August 2021 Azimuth
Environmental Consulting, Inc.

Plotted by: ALU on August 26, 2021 at 6:24pm
File: \\azimuth\env\data\Projects\19-247 Boulder Estates Tree Marking\04.0 - Drafting\19-247 R3.dwg Layout: ARB1 Plotcode: 1



GENERAL PLANTING SUMMARY

1.0. SITE PREPARATION

- 1.1. The ground surface of the cleared areas consist of a thick cedar mulch layer from trees previously chipped after clearing activities. The existing cedar mulch layer should be distributed and spread evenly by way of machinery to ensure a mulch layer of approximately 2-3 inches in thickness across the ground surface of the cleared areas for Lot 1, 2 & 7.
- 1.2. Any excess mulch should be removed from the site. The existing cedar mulch should be used around the bases of planted tree/shrubs for soil moisture retention and to discourage competing vegetation to grow in proximity. Again, mulch should not be spread more than 2-3 inches thick around the base of planted trees/shrubs.
- 1.3. No machinery shall operate within the existing vegetated areas in a manner that would damage existing trees. Care must be taken when spreading the existing mulch layer by machinery to not excavate the underlying soils and expose/damage existing live tree roots. All machine operators shall be made aware of the requirement to protect existing trees on the site.

2.0. TREE/SHRUB PLANTING

- 2.1. **Source Material** - Eastern White Cedar should be nursery stock and be container grown for a minimum of three months. Minimum of #3 container size is recommended for all tree species. Minimum of #2 container size is recommended for all shrub species (Red Osier Dogwood). Eastern White Cedar trees must be at least 250cm tall and should not exceed 300cm. Deciduous trees (Silver Maple) should be restoration size (>20mm caliper) and be at least 180cm in height.

All plant material is to be sourced from a local nursery. Nursery stock is ideally sourced from Ontario Seed Zone 32; if stock is currently limited or unavailable from Zone 32, then alternatively Zone 33 or 34 only. Bush dug plant material is not acceptable. All plant tags must be removed upon planting of trees and shrubs. Any vegetation damaged during restoration works shall be restored to the satisfaction of the NEC.

- 2.2. **Planting** - The following steps outline the planting process:
 - Container-grown stock are best planted from early October (coincident with leaf colour change) until freeze-up; or in the spring after frost is out of the soil until new foliage is partly unfurled (early to mid May).
 - The planting hole should be dug at least twice as wide as the widest part of the root ball and to the depth of the root ball. Holes should be dug immediately prior to planting to avoid drying out of the backfill soil. The sides of the hole should be roughened to allow root penetration and ensure water flow.
 - Remove the pot enclosing the root ball before installing the tree. Roots encircling and matted on the bottom of the root ball should be clipped. Once the tree is in place, backfill the hole two-thirds of the way with gently tamped soil. The remaining space should be filled with water to settle the soil around the root ball. Once the water is drained from the hole the remaining space should be filled to the soil line (i.e. the region of the plant where root and shoot meet - the "collar").
- 2.3. **Protective Measures** - The following measures should be implemented to facilitate the successful establishment of planted stock:
 - Plant material that has been delivered to the work site in a damaged or poor quality state (i.e. dry root mass) should not be planted and should be replaced.
 - Immediately following tree installation, place tree mulch around the base of each stem to prevent loss of soil moisture and reduce competition from weedy vegetation.
 - Mulch should be applied to the general specifications outlined in the planting diagrams contained on this figure.
 - Mulch shall be coarse, ground, from tree and brush sources. The minimum range of fine particles shall be 3/8 inch or less in size and a maximum size of individual pieces shall be approximately 1 to 1-1/2 inch in diameter and maximum length of approximately 4 to 8 inches. No more than 25% of the total volume shall be fine particles and no more than 20% of total volume be large pieces.
 - Deciduous trees (Silver Maple) require protective trunk materials to be installed following planting to protect against deer and rodent damage during the first two years of establishment. The mesh should be removed from the trees following the second growing season following planting.

3.0 MONITORING AND MAINTENANCE

- 3.1. Monitoring of tree/shrub plantings should continue for two years after installation to ensure successful establishment of all species. Planted species should be watered regularly during the first year of establishment. At minimum, weekly watering should be done during times of drought and a Certified Arborist should be consulted if more frequent watering should be required. It should be left up to the discretion of the Certified Arborist to dictate the regular watering schedule, depending on weather conditions during the first year of plant material establishment.
- 3.2. All purchasing, monitoring and maintenance of plantings outside of the Township owned shoreline road allowance will be the responsibility of the vendor company, Boulder Estates Ltd. (assuming the Township will be monitoring/maintaining these areas) and inspected three times over the course of those two years:
 - 3.2.1. Approximately one month after installation;
 - 3.2.2. in the spring following the first growing season and winter.; and
 - 3.2.3. a full two years after installation.
- 3.3. A success rate of 80% of the original abundance is the recommended target. Tree/shrub material should be replaced if the success rate falls short of the target. The purchase, installation and monitoring of the replacement plantings will be the responsibility of the vendor company, Boulder Estates Ltd.
- 3.4. The dry swale area should be mowed for at least two seasons following application. Mowing should occur in the spring (early - mid June) once fast-growing exotic grasses and weeds reach a height of approximately 12" - mow to a height of approximately 6".

4.0. PROTECTION FENCING & SIGNAGE

- 4.1. All sediment and erosion control measures, tree protection fencing and signage must be reinstalled as per the Master Vegetation Protection Plan completed by Azimuth Environmental Consulting, Inc. (2016). These measures should be reinstalled immediately following planting completion and are intended to limit access to both existing/remaining vegetated areas and restored areas.

LEGEND:

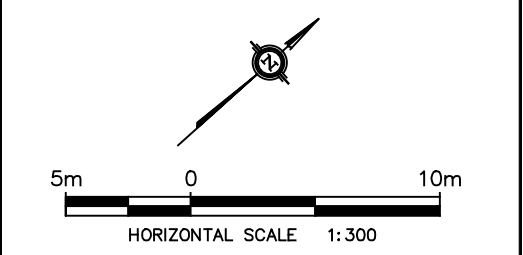
- PROPERTY BOUNDARY
- PROPERTY LOT LINE
- VEGETATION PROTECTION LOT BOUNDARY
- EXISTING UNCLEARED FOREST / LIMIT OF TREE CLEARING
- EXISTING TREE (TO BE RETAINED)
- BOLLARD LOCATION (APPROX.)
- HEAVY/LIGHT DUTY PROTECTION FENCING
- PLANTING BUFFER RADIUS:
EASTERN WHITE CEDAR—3.0m
RED OSIER DOGWOOD—2.0m

Tree Inventory Table for Lot 1 and 2

Symbol	Species Name	Lot 1 #	Lot 2 #
	Eastern White Cedar <i>Thuja occidentalis</i>	30	30
	White Spruce <i>Picea glauca</i>	8	8
	Silver Maple <i>Acer saccharinum</i>	7	6
	Balsam Poplar <i>Populus balsamifera</i>	2	2
	White Birch <i>Betula papyrifera</i>	2	2
	Red Osier Dogwood <i>Cornus sericea</i>	6	6
	Staghorn Sumac <i>Rhus typhina</i>	3	3

NOTES:

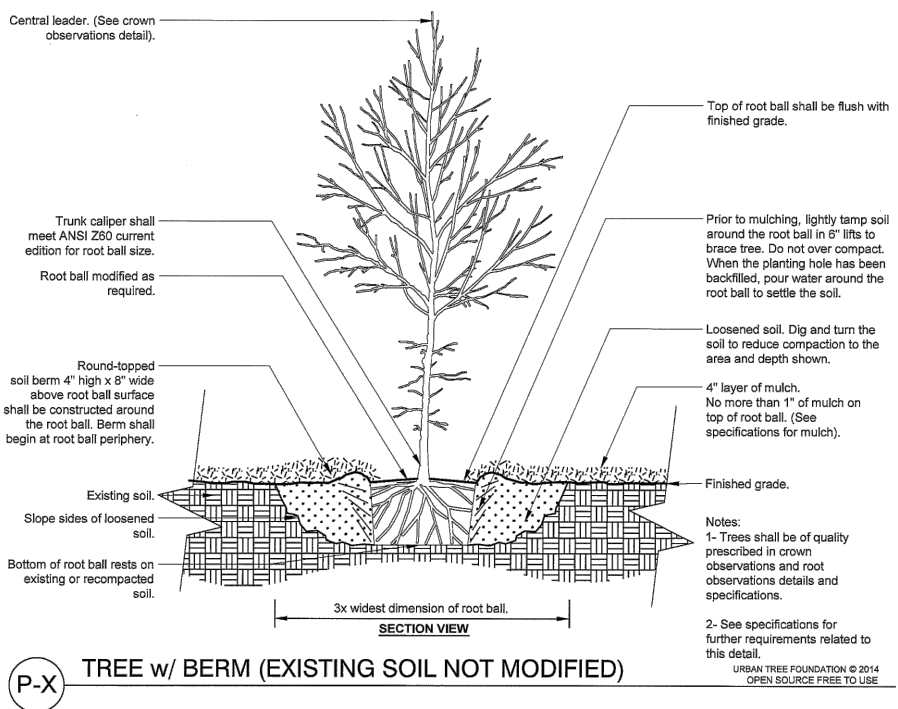
1. SUBSEQUENT TO THE COMPLETION OF THE PLANTING WORKS, A LETTER CERTIFYING THAT PLANTING WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED RESTORATION PLAN SHALL BE PROVIDED TO THE NEC.



Restoration Plan
Lots 1 & 2

Boulder Estates
Township of Georgian Bluffs, ON

DATE ISSUED:	AUGUST 2021	Figure No. 1
CREATED BY:	JLM, AL	
PROJECT NO.:	19-247	
REFERENCE:	---	



SCHEDULE "C"

Technical Memorandum **Tree Planting Inspection – Boulder Estates Subdivision – Lots 1, 2 & 7**, dated June 24, 2022 from Drew West, Azimuth Environmental Consulting, Inc.

49129590.3



Technical Memorandum

To: Kyle Bittman, Valour Capital

Re: Tree Planting Inspection – Boulter Estates Subdivision – Lots 1, 2 & 7

From: Drew West, Azimuth Environmental Consulting, Inc.

Date: June 24, 2022

This memorandum confirms that Drew West (Azimuth Environmental Consulting, Inc.) visited the Boulter Estates Subdivision site on June 21st, 2022 to inspect the recent tree planting completed for Lots 1, 2 and 7. This inspection visit was completed as per the monitoring conditions within the Restoration Plans created for the above noted lots, which state inspections must be completed: (1) approximately one month following installations, (2) in the spring following the first growing season and winter and (3) two full years following installations. As tree/shrub planting finished on May 13th, 2022, the initial inspection by Azimuth was completed on June 21st to ensure the trees/shrubs had sufficient time to adapt to the planting sites and show signs of decline if stressed.

Following Azimuth's inspection it was determined that the number, species and locations of trees/shrubs are in conformance to the Restoration Plans for Lots 1, 2 and 7, and no signs of decline in any trees/shrubs were observed. All trees and shrubs were planted correctly, with protective trunk material on deciduous trees species. Required surveying of the 20 metre shoreline road allowance and site preparation (spreading of existing mulch and removal of tall weeds) were also completed prior to tree planting. Some minor deer browsing was observed on the Staghorn Sumac plantings and the health of these shrubs will be closely monitored in 2022.

Azimuth will continue to visit the planting sites in summer/fall, as needed, to provide watering and any other maintenance activities. As the target survival rate stated in the Restoration Plans is 80%, Azimuth will inform Valour Capital and the Township of Georgian Bluffs if any future re-planting is necessary.