

Appendix B

THIS AGREEMENT made in triplicate the day of , 2014

B E T W E E N:

NAUTICAL LAKES INVESTMENTS INC.
a company incorporated under the laws of Ontario

hereinafter called “the Owner”

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter called “the Town”

OF THE SECOND PART

WITNESSETH THAT

WHEREAS the Owner owns the land in the Town of Oakville described in Schedule “A” hereto and proposes to register a plan of condominium of it substantially in accordance with the draft plan of condominium which was approved by the Corporation of the Town of Oakville, File 24CDM- 11004/1734 and this Agreement has been made a condition of approval.

NOW THEREFORE in consideration of the entering into of this Agreement and of the benefit of the covenants and Agreements herein contained, the parties covenant and agree as follows:

1. FINANCIAL REQUIREMENTS: (N/A)

As security for the construction and installation of services and for the other obligations of the Owner under this Agreement, the Owner will deposit with the Town before the plan is released for registration, security for performance in an amount equal to one hundred percent of the Owner’s share of the estimated cost of such services as set out in Schedule “C” in the form of:

- a) a certified cheque by a financial institution acceptable to the Town Treasurer or Deputy Treasurer , or
- b) an unconditional irrevocable Letter of Credit in a form acceptable to the Town Treasurer or Deputy Treasurer from a financial institution acceptable to the Town Treasurer or Deputy Treasurer, expressed to be pursuant to this Agreement and payable to the Town at any time or in part from time to time, upon the certificate of the Engineer that the Owner is in default under this Agreement.

- c) Prior to the release of securities, the Owner shall submit an engineering certification letter from a qualified professional engineer, stating that they have performed on-site inspections and certify that the completed works have been completed in general conformance with the approved plans and Town standards.
2. Prior to the issuance of any building permit within the plan, the Owner will obtain site plan approval and satisfy all siteplan conditions.
3. The Town requires, and the Owner agrees that the Condominium Declaration shall include the following clauses required by the Town and shall indicate such clauses are required by the Town:

“Purchasers are hereby advised that due to the operations of the Region of Halton’s Burloak Water Purification Plant, noise, traffic, maintenance, vibration, lighting, electrical transformers, emergency generators and/or odour may become of concern, occasionally interfering with activities of the dwelling occupants. Purchasers are hereby advised that all future expansion of the Region of Halton’s Burloak Water Purification Plant will result in construction traffic, construction noise, dust and other activities that may become of concern, occasionally interfering with activities of the dwelling occupants.”
4. The Owner shall conduct its construction operations and employ dust suppression techniques, materials and equipment to limit mud tracking and airborne dust from being deposited on lands and building outside the plan. If in the opinion of the Town, such lands and/or buildings are negatively impacted by mud tracking and dust from construction operations, the Town shall advise the Owner and the Owner shall forthwith cause the land and/or buildings to be cleaned in a good and workmanlike manner at the Owner’s expense. If the Owner fails to clean the said lands and or/buildings, the Town may, but not be obliged to draw on the securities to have the work done. The Owner shall provide replacement securities in like amount.
5. Prior to registration, the Owner will convey easements and/or enter into all necessary agreements as may be required by Bell, Cogeco, Union Gas, Oakville Hydro or other utilities having jurisdiction.
6. Undeveloped blocks within the plan under development which have been disturbed out of their natural state or are difficult to maintain in a controlled state shall be graded, seeded and maintained by the Owner until construction commences thereon.
7. The Owner shall be responsible for any structures, facilities and services included in the common elements, and notwithstanding any provision herein, or in any site plan approval, or site plan agreement(s), executed or to be executed, stating that any work or materials are being undertaken or supplied subject to the approval, satisfaction, requirements, instruction, certificate, acceptance, release of securities, or similar acts of the Town (including its employees and representatives), the Town shall not be taken as having made any representations or warranties to the Owner or to anyone

else as to the sufficiency or correctness of any structures, facilities, or services included in the common elements, or the state of repair or maintenance thereof .

8. The Owner shall pay all costs in connection with the registration of the Declaration and Description. The Owner shall pay all legal fees and other costs incurred by the Town in the event of the default of the Owner under the terms of this Agreement.
9. Applicant's address:

Treasure Hill Home Corp.
1681 Langstaff Road
Vaughan, Ontario
L4K 5T3

10. The conditions and notes of draft approval, attached hereto as Schedule "D", are hereby incorporated into, and form part of, this Agreement, mutatis mutandis.
11. Schedules "A" to "D" inclusive, form part of this Agreement.
12. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties to it.
13. The date of this Agreement shall be the date upon which its execution is authorized by the Town, which date the Town Clerk shall insert.

IN WITNESS WHEREOF the parties have caused to be affixed their corporate seals under the hands of the duly authorized officers.

NAUTICAL LAKES INVESTMENTS INC

Name:
Title:

Name:
Title:

‘I/We have the authority to bind the Corporation’

THE CORPORATION OF THE TOWN OF OAKVILLE

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT

In the Town of Oakville, Regional Municipality of Halton and the Province of Ontario, being composed of Part of Block 1, according to a plan registered in the Land Registry Office for the Land Titles Division of Halton (No. 20) as Plan 20M-1133, designated as Parts 31, 32, 46 and 47 on a Plan of Survey of record deposited in the said Land Registry Office as Plan 20R-19817, (hereinafter referred to as “**the Condominium Lands**”);

BEING ALL OF PIN 24752-

TOGETHER WITH rights of way or rights in the nature of easements, in favour of the owners, their successors and assigns of the Condominium Lands in over, along and upon that Part of Block 1, Registered Plan 20M-1133, designated as Parts 1 to 30, both inclusive, and 33 to 45 both inclusive, Plan 20R-19817, being all of PIN 24752- to PIN 24752- , both inclusive, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, reconstruction and operation of any utility of service, and mechanical or electrical installations appurtenant thereto, including but not limited to water mains, gas mains, storm and sanitary sewers, electrical cables, wires and ducts, telephone and cable televisions, cables, cable and telephone boxes, wires, ducts, street light standards, signs, curbs, sidewalks, acoustic fences, retaining walls, catch basins, manholes, fire hydrants and hydro vaults all of which are situate or to be situated within that Part of Block 1, Registered Plan 20M-1133, designated as Parts 1 to 30, both inclusive and 33 to 45 both inclusive, Plan 20R-19817 and which are the responsibility of the Condominium Corporation to maintain and repair.

SUBJECT TO an easement over Parts 46 and 47, Plan 20R-19817 as set out in Instrument No. HR474644;

SUBJECT TO an easement in gross over Part 32, Plan 20R-19817 as set out in Instrument No. HR240768;

SCHEDULE 'B'

LANDS TO BE TRANSFERRED

1. **For Open Space:**
None
2. **For Parks:**
None
3. **For 0.30m Reserves:**
None

SCHEDULE 'C'

SUMMARY OF FINANCIAL OBLIGATIONS

SERVICES TO BE SECURED

Roads, curbs, sidewalks, sewers	\$	NIL
Erosion and sediment control	\$	NIL
Landscape restoration	\$	NIL
Other	\$	NIL
SUBTOTAL		
15% CONTINGENCY		
TOTAL TOWN SERVICES TO BE SECURED	\$	NIL

SUPERVISION TOWN SECURED–N/A	\$	NIL
HST No. R121742456 (13%)	\$	NIL
TOTAL CASH PAYMENT	\$	NIL

OTHER ITEMS TO BE PAID IN CASH

Cash in Lieu of Parkland (see notes section (Schedule D (14)))		N/A (Addressed through previous subdivision process)
TOTAL OTHER ITEMS TO BE PAID IN CASH	\$	NIL

OTHER ITEMS TO BE SECURED

Garbage security	\$	NIL
Street Cleaning security	\$	NIL
TOTAL OTHER ITEMS TO BE SECURED	\$	NIL

Note: All securities taken through the siteplan agreement. SP 1734.016.01

SCHEDULE 'D'

**Conditions of final approval for Draft Plan of Vacant Land
Condominium (Plan 24CDM-11004/1734)**

1. The Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute “other applicable law” within the meaning of the *Building Code Act, 1992, S.O. 1992, c.23*, as amended, or any successor or replacement legislation and the Town’s Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owner’s lands or any part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of this agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any Court application brought by the Owner to compel issuance of a building permit.
2. That the owner provides confirmation to the satisfaction of the Town’s Finance Department that all outstanding property taxes have been paid prior to plan registration.
3. The owner will provide to the Town postponements of any outstanding encumbrances in favour of the Condominium Agreement with the Town.
4. The owner acknowledges that the condominium/condominium agreement may provide for repayment of the work done on behalf of the Town first through credits against the component of the development charge from which the payment is to be made as building permits are issued and the balance will be paid to the Owner in the year the project is funded in the Capital Budget.
5. The Owner agree to submit progress reports for any DC reimbursable items identified to be reimbursed through DC credits in a form satisfactory to the Town's Finance Department. Further the owner agrees to abide by the Town's requirements for matters dealing with DC credits.
6. The owner acknowledges that the Town may require minor redline revisions to the draft plan to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan.

7. The owner agrees that, should the development be phased, a phasing plan must be submitted prior to final approval. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase, all to the satisfaction of Halton Region's Senior Planner, the Town of Oakville Engineering and Construction, Transit, Conservation Halton, Halton District School Board, Oakville Hydro, Parks and Open Space, Development Engineering and Planning Services Departments.
8. The owner provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.
9. The owner agrees not to initiate a marketing campaign or not take offers of sale and purchase or take reservation of lots until an above grade composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities) is prepared to the satisfaction of staff and that this plan be displayed in the sales office and that all potential purchasers are advised of this plan.
10. That the owner shall agree to register Block 1 as a common elements condominium and provide undertakings of the owner's solicitor to ensure that this takes place.
11. The owner shall consent to the registration of restrictions under Section 118 of the Land Titles Act against all the lands identified as Part of Lot 34, Concession 4, South of Dundas Street to ensure the orderly creation of parcels of tied land, condominium blocks and freehold blocks to the satisfaction of the Town Solicitor.

ZONING

12. That all lots within the plan meet or exceed the minimum requirements of the approved Zoning By-law.

ENVIRONMENT

13. Halton Region's Protocol for Reviewing Development Applications with respect to Contaminated and Potentially Contaminated sites, May, 2011 indicates that as a condition for approval, the applicant must submit an updated Phase I report and any other environmental reports within 365 days of the site visit completed by a qualified person (as per Ontario Regulation 153/04), in accordance to Canadian Standards Association and to the satisfaction of Halton Region. The author of the environmental reports must extend third party reliance to Halton Region. Prior to registration of the plan, an updated Phase I report and updated letter extending third party reliance may be required and if so, must be submitted to the satisfaction of Halton Region's Senior Planner.

PARKLAND & OPEN SPACE

14. That the owner agrees that the required parkland dedication will be taken as cash-in-lieu through the site plan process. N/A (Cash-in-lieu of parkland requirements were addressed through the original subdivision agreement)

STORMWATER MANAGEMENT

15. That storm sewerage, lot grading and street grading must be in conformity with the approved subdivision stormwater management plan to the satisfaction of the Development Engineering Department in accordance with the Development Engineering Procedures and Guidelines Manual.
16. That the owner submit an updated functional servicing report to reflect the updated draft plan of condominium 24CDM11004/1734

ROADS & TRANSPORTATION SYSTEMS

17. That the owner is responsible for works outside of the plan area for road improvements to provide for proper access to and from Nautical Boulevard and restoration associated with the grading and servicing of lots adjacent to Great Lakes Boulevard and Nautical Boulevard. All external works within existing town rights-of-way are 100% at the owner's cost.

WATER & WASTE WATER SERVICES

18. That prior to registration of the plan, the owner obtain water and wastewater servicing permits and pay all necessary fees to the satisfaction of Halton Region's Development Project Manager, Halton Planning and Public Works.

19. The Owner is required to enter into a Servicing Agreement with the Region of Halton to provide warning clauses for this development in view of its close proximity to the Region of Halton's Burloak Water Treatment Plant and to address the revised easement documents required for the Regional easement.
20. The Owner agrees to cooperate with the Region to revise the definition and corresponding easement documents for the Region's existing easement for the water intake pipe located on the subject property, legally known as Part 3 on Plan 20R-16572 for the purpose of watermain protection.
21. The Owner is responsible for all costs associated with the registration of the Region's revised watermain easement that was due to altering the easement documents and will be responsible for the preparation of any reference plans required.

FIRE SAFETY & PREVENTION

22. That the owner agree that no development will proceed on any of its lands until adequate services are available including adequate water pressure to the satisfaction of the Town's Fire Department.
23. That the owner provides a fire break plan and other fire prevention measures to the satisfaction of the Town of Oakville.

HYDRO

24. That the owner agree to prepare a master plan covering electrical loading and staging for the site using the services of a qualified electrical consultant and contractor. This plan must be approved by Oakville Hydro.
25. The Owner agrees to pay for electricity supplied to light the streets in the development until such time as the first homeowners take possession. This will include the supply of power to the street lights, the commodity cost, transmission and independent electricity marketing operator charges, distribution charges and administration fees, details of which will be outlined in the condominium agreement.

COMMUNICATIONS

26. That the owner satisfies the telecommunications provider with respect to their land requirements.

27. That the owner agree to permit all electrical and telecommunication providers who have signed the Town's access agreement to locate on the roads within the plan and that the owner allow these services to connect to the buildings, all to the satisfaction of the Town.

28. That prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

POSTAL SERVICE

29. That the owner/developer agree to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans: an appropriately sized sidewalk section (concrete pad), as per municipal standards and Canada Post standards, to place the Community Mailboxes on (a copy of the Standards will be provided upon request). The developer further agrees to provide these cement pads during sidewalk pouring and will notify Canada Post of the locations as they are completed; any required walkway across the boulevard, as per municipal standards; any required curb depressions for wheelchair access; multiple Blocks will have the appropriate Canada Post Delivery Policy applied as the required information becomes available and it is requested that information be provided to Canada Post by the Developer.

30. The owner/developer further agrees to determine and provide and fit up a suitable temporary Community Mailbox locations(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent CMB site locations (a gravel area with a single row of patio stones – spec to be provided). This will enable Canada Post to provide mail service to new residences as soon as homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. (The developer should provide evidence of how they intend to co-ordinate this activity in a timely manner to a safe and clean usable area).

SOIL & GRADING

31. That all blocks for which there are no immediate building permit applications be graded, seeded, and maintained to the satisfaction of the Development Engineering Department.
32. That the owner agrees to prepare a Soil Management Plan with the objective of minimizing excess soil generated from the site to the satisfaction of the Development Engineering Department.
33. That the owner agree to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities.

SCHOOLS

34. That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Oakville be submitted to the Halton District School Board.

UTILITIES

35. That the owner/developer provide to union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited.

WARNING CLAUSES

36. That the owner incorporates in all purchase and sale agreements the Town's Street Tree Notice Clause.

“Purchasers are advised that the Town current standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree, Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision, particularly on narrow building lots.”

37. That the owner incorporates in all purchase and sale agreements a warning clause regarding the placement of air conditioning units in the side yards.

“Purchasers are advised that due to site specific sideyard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the sideyard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated.”

38. That the owner incorporate in all purchase and sale agreements a warning clause indicating that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work.

“Purchasers are advised that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work and further that grading alterations or placement of any structure including sidewalks are not permitted within 0.3m (one(1) foot) of all side and rear yards without prior approval from the Town of Oakville.”

39. That the owner incorporates in all purchase and sale agreements a warning clause advising that private landscaping is not permitted to encroach within the Town's road allowance.

“Purchasers are advised that private landscaping is not permitted to encroach within the Town's road allowance. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption”

40. That the owner incorporate in all purchase and sale agreements a warning clause advising that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins.

Purchasers are further advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots.

41. That the owner agree to include on all offers of sale and purchase, a statement which advises the prospective purchaser that the following street in the area is a bus route, and that stops and or shelters may be erected anywhere along this street: Great Lakes Boulevard
42. That the following clause be placed on title to caution all future residents with respect to outdoor noise:
"Purchasers are advised that noise levels due to increasing traffic volumes on Nautical Boulevard and Great Lakes Boulevard may become of concern, occasionally interfering with activities of the dwelling occupants."
43. That the owner provide for the future installation of air conditioning in the dwellings to be constructed on all the lots and that the following clause be placed on title to these lots to caution future residents with respect to outdoor noise:
"Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some of the occupants. Purchasers are advised that they may find it necessary to equip the dwelling with central air conditioning in order to achieve acceptable indoor noise levels. Provision has been made to the heating system to facilitate this installation."
44. That the owner shall include on all offers of purchase and sale a statement that advises the "Prospective purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes and cable/telecommunication pedestals located in front of their properties within the Town's road allowance or on easements."
45. That the owner shall include on all offers of purchase and sale a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox. The owner/developer further agrees to determine to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.

46. The owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners does a sign off.
47. That the owner shall include a clause in the Condominium Agreement whereby the Developer agrees to ensure that all new home buyers will be officially notified of the exact Community Mail Box locations prior to any house sales. Also that the builder will post in a clear site a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed and approved prior to the start of the house sales for the condominium.
48. It will be the Owner's responsibility to purchase and maintain Centralized Mail Boxes for this development type. Any institutions in this plan will be treated as a single business and will be provided mail delivery to 1 Point of Call. The Developer will be required to provide signature for a License to Occupy Land agreement for any Condominiums. The Developer will be required to submit documentation as per Canada Post delivery policy for any enhanced Community Mailbox Shelters/Kiosks
49. That the owner shall place the following notification in all offers of purchase and sale for all lots/units and in the Town's condominium agreement, to be registered on title:
 - a) Prospective purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
 - b) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick-up points will be generally located on through streets convenient to the Halton District School Board. Additional pick-up points will not be located within the condominium until major construction activity has been completed.

Those in cases where offers of purchase and sale have already been executed, the owner must send a letter to all purchasers which includes the above statement.

50. That the owner agrees that a clause will be inserted into all offers of purchase and sale for residential units, that "sufficient accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board."
51. That the owner agrees to the satisfaction of the Halton Catholic District School Board, to erect and maintain signs at all major entrances into the new development advising prospective purchasers regarding the availability of school accommodation. The owner will make these signs to the specification of the Halton Catholic District School Board and erect them prior to the issuance of building permits.
52. That the Owner agrees that warning clauses be included in a registered portion of the Regional Servicing Agreement, and in all subsequent offers of purchase and sale on all units within this development and, registered on title as follows:

“Purchasers are hereby advised that due to the operations of the Region of Halton’s Burloak Water Treatment Plant, noise, traffic, maintenance, vibration, lighting, electrical transformers, emergency generators and/or odour may become of concern, occasionally interfering with activities of the dwelling occupants.”

“Purchasers are hereby advised that the future expansion of the Region of Halton’s Burloak Water Treatment Plant will result in construction traffic, construction noise, dust and other activities that may become of concern, occasionally interfering with activities of the dwelling occupants.”

MISCELLANEOUS NOTICES & SIGNS

53. That the owner shall supply, erect and maintain signs advising prospective purchasers that the school site is not guaranteed and that pupils may be directed to schools outside of the area. Specific wording to be provided by the Halton District School Board.
54. That the owner agrees in the Condominium Agreement to the satisfaction of the Halton Catholic District School Board, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that a permanent school is not available and that alternate accommodation and/or bussing will be provided. The owner will make these signs to the specifications of the Halton Catholic District School Board and erect them prior to the issuance of building permits.

55. That the owner shall place a sign to be not less than 2 metres by 3 metres on all commercial, open space, parkland blocks, parkettes, berm/buffer blocks, high density residential, medium density residential, and institutional blocks to advise of the future use of these blocks, and maintain these signs in good condition until such time as the land is developed. This signage is to be erected to the satisfaction of the Town prior to the sale of the dwellings.
56. That the owner shall provide in each of the sales offices a large coloured map, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department.
57. That the owner is responsible for all required signage on the various blocks which are part of this plan of condominium and further, that in the event that the Town installs any signs on the Owners behalf, the Owner agrees to reimburse the Town for the supply, erection and relocation of appropriate signs which depict land uses and other information on the subject and adjacent land including notices relating to the bussing of children until the school sites are available and developed.
58. That the owner erect an exterior sign, prominently located on the lands being developed, of the approved land use plan, the sign to be not less than 2 metres by 5 metres to the satisfaction of the Town. This sign shall clearly show the approved locations of Canada Post mail boxes.

SURVEY REQUIREMENTS

59. The owner shall agree in the Town's condominium agreement to deposit mylars and digital discs (.dwg file format) of the registered plan of condominium to the satisfaction of the Town, and that prior to registration of the plan, the owner's surveyor shall submit to the Town horizontal co-ordinates of all boundary monuments for the approved draft plan of condominium. These co-ordinates are to be based on 6 degree UTM Projection, NAD83 Datum and shall match the layering outlined in the Schedule N of the condominium agreement. Exemptions and alternatives to this can only be granted by the local municipal Engineering Services Section.

60. That the owner agree to provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.

CLOSING CONDITIONS

61. That no work occurs on the site until the owner has entered into a Condominium Agreement with the Town. Pre-servicing may occur in accordance with the Town's pre-servicing policy.
62. Prior to signing the final plan the Director of Planning Services shall be advised that all conditions have been carried out to the satisfaction of the relevant agencies, and that a brief but complete statement detailing how each condition has been satisfied has been provided.
63. Prior to signing the final plan the Director of Planning Services shall be advised by the Region of Halton that conditions 1, 7, 13 and 18-21 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
64. Prior to signing the final plan, the Director of Planning Services shall be advised by the telecommunications provider that condition 28 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
65. Prior to signing the final plan the Director of Planning Services shall be advised by the Halton District School Board that conditions 7, 34, 49 and 53 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
66. Prior to signing the final plan, the Director of Planning Services shall be advised by The Halton Catholic District School Board that condition 50-51 and 54 have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
67. Prior to signing the final plan the Director of Planning Services shall be advised by Canada Post that conditions 29-30, 45-48 and 55-56 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
68. Prior to signing the final plan, the Director of Planning Services shall be advised by Oakville Hydro that condition 7 and 24 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.