

APPENDIX 'C'

Condominium Agreement

THIS AGREEMENT made in triplicate the day of , 2010

B E T W E E N:

NEXUS (LAKESHORE OAKVILLE) HOLDINGS INC.
a company incorporated under the laws of Canada,

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 at this time to register a plan of condominium which is substantially in accordance with the draft plan of condominium which was approved by the Ontario Municipal Board, Town File 24CDM-07010 and this Agreement has been made a condition of the approval of the Owner’s proposed plan by the said Corporation of the Town of Oakville.

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. Prior to release of the Plan for registration by the Town, the Owner will obtain clearance in writing from the Surveyor confirming that all underground services are within the common elements.
2. Prior to release of the Plan for registration, the Owner will obtain clearance in writing from the Town’s Development Engineer that all engineering requirements of the Town have been satisfied.
3. Securities for performance of works as listed in Schedules "C" and “D”, annexed hereto, may be reduced from time to time by an amount equal to seventy-five percent of the actual cost of services completed to the satisfaction of the Town's Engineer. For the purpose of such reduction, a progress certificate signed by the Owner's engineer accompanied by a statutory declaration confirming that the invoices have been paid, shall be conclusive that the work has been performed, and all such certificates shall be numbered consecutively.
4. Prior to Final Release of the securities in respect of works, as identified in Schedules “C” and “D” annexed hereto, the Owner will submit certificates

from the Consulting Engineer certifying that all engineering works have been installed in accordance with the approved plans and the certification is to include but is not limited to the following:

- Lot grading certificates;
 - Stormwater Management Report;
 - Acoustic Certificate;
 - Videos of all sewers; and
 - Surveyor's certificate and Remonumentation Plan.
5. Prior to release of the Plan for registration, the Owner will resolve with the Town all financial obligations related to the requirements as outlined on Schedules 'C' and 'D'.
 6. Prior to the release of securities, the Owner will comply and satisfy all conditions imposed by the Tree Conservation Plan dated November 23, 2007, as amended by the Preliminary Planting Concept Plan dated September 22, 2008, prepared by G. O'Connor Consultants .
 7. The Owner shall dedicate the following lands free of charge and with clear title (free and clear of encumbrances) and any necessary easements. A Certificate of Title shall be provided, in a form satisfactory to the Town, Region or other authority:
 - i) road widening being designated as Part 1 on Reference Plan 20R- prepared by Cunningham McConnell Limited Ontario Land Surveyors.
 8. The Owner has undertaken a noise study by HGC Engineering dated January 22, 2010 which has determined the noise impact on the lots adjacent to Lakeshore Road West and the Owner agrees to implement the recommendations of the study with respect to noise attenuation features.
 9. Any acoustic fencing required as part of the noise report noted in condition 7 above will be installed entirely on Condominium lands.
 10. The Owner shall submit a revised Functional Servicing Report to the Development Services Department and to the Development Co-ordinator, Regional Planning and Public Works Department that addresses the servicing of this site.
 11. The Owner agrees that for collection of garbage and/or recycling materials from private laneways, apartments or condominiums, a signed "Application for Garbage and Recycling Collection on Private Property" must be completed prior to the commencement of collection, to the satisfaction of Halton Region's Waste Management Division. The Region will not be responsible for provision and disposal of waste until 90% occupancy of the development has been reached.
 12. The Owner is required to provide Halton Region Planning staff a copy of the clearance obtained by the applicant from the Ontario Ministry of Culture relating to the Stage 1 and 2 Archaeological Assessment for the subject lands completed by Detritus Consulting dated November, 2007.
 13. The Owner agrees to adhere to the Conservation Halton Letter of Advice for Impacts to Fish Habitat, dated January 23, 2008.
 14. The Owner shall, in lieu of parkland dedication, will pay cash-in-lieu in the amount of Ninety-Five Thousand and Twenty-Three Dollars and Zero Cents (\$95,023.00).
 15. The Owner agrees to implement the Tree Conservation Inventory and the Tree Conservation Plan dated November 23, 2007, as amended by the Preliminary Planting Concept Plan dated September 22, 2008, prepared by G. O'Connor Consultations Inc. and that the grading plan be amended to reflect these plans to the satisfaction of the Town, prior to the issuance of a site alteration permit and/or prior to receiving approval from the Town to pre-service the development.
 16. The Owner shall ensure that storm sewerage, lot grading and street grading must be in conformity with the Town of Oakville's Storm Drainage Policies and Criteria Manual and to the satisfaction of the Planning Services Department in accordance with the Development Engineering Procedures and Guidelines Manual.

17. The Owner agrees to provide a certificate from a qualified Professional Engineer as to the structural and conveyance conditions of the storm water outlet, all to the satisfaction of the Development Services Department.
18. The Owner will implement any reasonable crime prevention recommendations as required by the Region of Halton Police Department including but not limited to adequate lighting with the common elements. The Owner will also maintain the aforementioned crime prevention features.
19. The Owner will access the plan with construction vehicles via Lakeshore Road to the satisfaction of the Town's Engineer.
20. The Owner will consent to the designation of the private roadway as a fire route within the Town of Oakville Fire Route By-law 1981-066 as amended.
21. The Owner agrees to satisfy the telecommunications provider with respect to their requirements.
22. The Owner agrees 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).
23. The Owner agrees to satisfy Oakville Hydro with respect to their requirements.
24. The owner agrees to provide Union Gas Limited with 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.
25. Undeveloped blocks within the plan under development which have been disturbed from 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.
26. The Owner will show as part of its building permit application for each unit and install water saving devices including special low flow shower heads and special low gallonage water closets.
27. The Owner shall insert in all Purchase & Sale Agreements the following clauses:
 - i) The following street has been identified as future bus route, and as such, service stops and/or shelters may be erected anywhere along those streets in the future: Lakeshore Road West;
 - ii) 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;
 - iii) 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 subdivision until major construction activity has been completed;
 - iv) Prospective purchasers are advised that "Catholic school 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." Further, the clause will specify that the "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."

The Owner agrees that in those 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.

28. The Owner will grade each unit in accordance with the unit grading plan prior to the release of securities. Furthermore, units will be sodded within the aforementioned period provided sod is available. Notwithstanding anything else herein to the contrary, as security for the aforementioned work, the Owner authorizes the Town not to release all of the letters of credit or pay back all of the case so that at all times there will be \$3,000.00 per dwelling unit security in addition to the other amounts required to be deposited with the Town pursuant to this Agreement. Upon receipt of a certificate from the Engineer for the Owner that the unit grading has been completed in accordance with the unit grading plan and the sodding has been completed, and both have been paid for without liens or other encumbrances, the Town will release this additional \$3,000.00 security per dwelling unit. If the Owner does not grade or sod in accordance with this provision, within the time stipulated, the Town may at its sole discretion enter upon the land and do the work and charge the cost thereof to the security held for this purpose.
29. The Owner shall file with the Director of Planning, a complete copy of the final version of the Declaration and Description to be registered, which includes the following schedules:
- (i) Schedule "A" containing a statement from the declarant's solicitor that in his or her opinion, based on the parcel register or abstract index and the plans and drawings recorded in them, the legal description is correct and any easements mentioned in the schedule will exist in law upon the registration of the Declaration and Description; and
 - (ii) Schedule "G" being the certification of the project engineer and/or architect that all buildings have been constructed in accordance with the regulations under the Condominium Act.

In addition to the above schedules the Declaration is to include the following warning clauses:

- The Condominium Corporation will be responsible for the maintenance of any acoustic fencing required;
 - The Condominium Corporation will be responsible for snow removal and maintenance of the private lane;
 - The Condominium Corporation will be responsible for maintenance of all private stormsewers;
 - That, following the final grading and the release of securities, all rear yard lot grades will remain undisturbed and any depressions for drainage from the west to the east must be maintained and remain unaltered; and
 - The location of air conditioning units is governed by the Zoning by-law and this is to be reviewed with the Zoning Section prior to installation.
30. When the owner files a copy of the Declaration with the Director of Planning, it shall be accompanied with a letter of undertaking, stating that, "This is our undertaking to register the Declaration in the same form and content as was provided to you, subject to any changes the Land Registrar may require. This is also our undertaking to provide you with a registered copy of the Declaration once it is registered. If the Land Registrar requires any amendments to the Declaration, we will advise you."
31. **WORK ON TOWN PROPERTY**

1. **INTERPRETATION**

In this Agreement, except where the context indicates to the contrary,

- (a) "Engineer" when used in conjunction with electrical services means the Engineer of the Oakville Hydro Electricity Distribution Inc. or any engineer designated by him

- and when used in every other connection means the Director of Planning Services of the Town or any engineer designated by him;
- (b) "Mortgage" includes every person who holds an encumbrance upon the land described in Schedule "A", and includes an unpaid vendor under an Agreement for sale;
 - (c) "Town" includes, when used in connection with electrical services, the Oakville Hydro Electricity Distribution Inc.;
 - (d) "Unit" means a parcel into which land has been divided by the plan and includes such a parcel although designated a block or by any other name;
 - (e) "Plan" means the draft plan of condominium hereinbefore recited as ultimately registered and for the purposes of this Agreement refers to the "CDM" plan described in the first recital to this Agreement;
 - (f) "Preservicing" means the construction of some or all of the services prior to plan registration; and
 - (g) "Services" means the roads, sidewalks, storm sewers, drainage and erosion control works, landscaping, electrical distribution system, street lighting and any special works described in the schedules to this Agreement.

2. MUNICIPAL SERVICES

- (1) Preservicing may be permitted in accordance with Town policy approved by Town Council from time to time. The Owner acknowledges that if it preservices it is doing so entirely at its own risk (such risk to include the possibility of delay of plan registration, changes to the plan, or the possibility that the plan may never be registered) and agrees to save the Town harmless from any legal action arising therefrom. Should the plan not be registered expeditiously, the Owner will allow the Town to enter upon the lands constituting the plan to rehabilitate the site, such entry not to constitute trespass.
- (2) The Owner will, at its own expense, construct and install to the satisfaction of the Engineer, in accordance with the standard specifications and drawings of the Town in force at the date of this Agreement and with the drawings, calculations and specifications filed with the Town as required by its engineering regulations and approved by the Engineer;
 - (a) the roads, sidewalks and site work;
 - (b) the storm sewers;
 - (c) the drainage and erosion control works;

3. ROADS AND SIDEWALKS

- (1) Rough grading of all roads must be completed and approved by the Engineer before the installation of any other service.
- (2) No stone shall be spread on roads or sod laid until:
 - (a) the grading and condition of the subgrade and the ditches and back slopes have been inspected and approved by the Engineer; and
 - (b) the Engineer has inspected and satisfied himself that no damage has been caused to sewer manholes or watermain valve boxes and that the cover to any watermain has not been reduced.
- (3) During the construction of engineering services and site grading and until the works are assumed by the Town, the Owner will:
 - (a) retain a professional engineer who will design, lay out and supervise the construction of the work;
 - (b) maintain all roads in a reasonably dust free condition;
 - (c) on or before the 1st day of November in each year, complete such work as it has, on or before the 10th day of October in that year, been directed in writing by the Engineer to perform in order to place the roads in a satisfactory condition for the winter, including stoning and grading and the installation of manhole covers and watermain valve boxes so as to prevent damage to snow ploughs;
- (4) If the Owner does not perform any work required by this section to the satisfaction of the Engineer upon three days' written notice to the Owner, the Engineer may order the work done and the cost shall be a charge against the plan and no further building permits will be issued until such time as it is paid.

4. **WORKS TO BE CONSTRUCTED ON BEHALF OF TOWN**

A. In this section, the following definitions apply:

(a) **General Contractor:**

The Owner shall have the right to retain separate contractors for each portion of the Town's Work that constitutes civil engineering, landscaping and electrical distribution, with each such contractor designated by the Owner for the purposes of this section as a "General Contractor" and collectively as "General Contractors" for performance of the Town's Work covered in each individual contract and in such event, a General Contractor shall perform certain of the obligations of the Owner hereunder relating to such portion of the Town's Work as more particularly set out in this Section.

(b) **Minor Works Contractor**

A Minor Works Contractor is a person, firm or corporation having a direct contract with the Owner to perform the Town's Work or any portion thereof, or to supply products worked to a special design according to the Agreement, but does not include one who merely supplies products not so worked and does not include one who has a direct contract with a General Contractor.

(c) **The Town's Work**

The Town's Work means the total construction and related services required by this Section identified as Town's Work done on behalf of the Town, on Town owned lands or on lands to be owned by the Town after registration of the Plan as identified in Schedule "D" annexed hereto.

(d) **Substantial Performance of the Town's Work**

Substantial Performance of the Town's Work is as defined in the *Construction Lien Act*, R.S.O. 1990, c. C30 and shall include all work identified in Part "B" of Schedule "K".

(e) **Total Performance of the Town's Work**

Total Performance of the Town's Work means when the entire Town's Work, except those items arising from the provisions of this Section relating to WARRANTY, has been performed to the requirements of this Section as certified by a Qualified Professional Engineer, for road work .

(f) **Consultants**

The Owner shall appoint the following consultants:

Qualified Professional Engineer

Qualified Professional Engineer means a member in good standing of the Association of Professional Engineers of Ontario.

B. FINANCIAL REQUIREMENTS, MAINTENANCE AND DAMAGE SECURITY

- 1) As security for the construction and installation of the Town's Work and for the other obligations of the Owner under this section, the Owner will deposit with the Town upon the execution of this Agreement, security for performance in an amount equal to one hundred percent of the estimated cost of such services provided for in Schedule "D", in the form of an unconditional irrevocable Letter of Credit in a form acceptable to the Town Treasurer from a chartered bank also acceptable to the Town Treasurer 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 Town's Engineer that the Owner is in default under this section.
- 2) Should the security lodged pursuant to this section, be insufficient to cover the obligations imposed upon the Owner pursuant to this section, the Town may utilize the other securities posted pursuant to this Agreement.
- 3) The Owner agrees to correct or cause to be corrected promptly any damage to the Town's Work caused by building activities or servicing of the properties within the Plan.

C. INDEMNIFICATION

- 1) The Owner shall indemnify and hold harmless the Town, its agents and employees from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Owner's performance of the Contract, provided such claims are:
 - (a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - (b) caused by negligent acts or omissions of the Owner or anyone for whose acts it may be liable, and
 - (c) made in writing within a period of two years from the date of Substantial Performance of the Town's Work as set out in the certificate of Substantial Performance of the Town's Work.
- 2) The Owner shall indemnify and hold harmless or cause its General Contractors and Minor Work's Contractors to indemnify and hold harmless the Town, its agents and employees from any contraventions of the Occupational Health and Safety Act and for all legal costs incurred in the event that charges are brought against the Town pursuant to the Act.
- 3) The Owner acknowledges that the Town, its agents and employees have no authority under this Section to supervise the Town's Work.
- 4) The Owner will indemnify and save the Town harmless from all trust claims or construction lien claims enforceable against the Town or the Town's lands pursuant to the Construction Lien Act resulting from the Town's Work; provided that the Town makes the payments in accordance with the provisions of this Agreement and that the Town permits the Owner to contest in good faith the validity of any such claims.
- 5) The obligation of the Owner to indemnify hereunder shall be limited to two million dollars per occurrence from the commencement of the Town's Work until Substantial Performance of the Town's Work, and thereafter to an aggregate limit of two million dollars.

D. INSURANCE

- 1) Upon execution of this Agreement, the Owner shall, to the satisfaction of the Town, provide, maintain and pay for or ensure the provision, maintenance and payment for general liability insurance, automobile liability insurance, all risks property and boiler insurance, and where appropriate, aircraft and watercraft liability insurance and all risks contractor's equipment insurance for the Town's Work.
- 2) The general liability insurance shall be in the joint names of the Town and the Owner and any General Contractor (to the extent such insurance is provided by a General Contractor) with limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of five hundred dollars (\$500.00).
- 3) The all risks property insurance shall be in the joint names of the Town and the Owner, and any General Contractor (to the extent such insurance is provided by a General Contractor), insuring not less than the sum of the amount set out in Schedule "D", with a deductible not exceeding one percent of the amount insured at the site of the Town's Work.
- 4) The duration of every insurance policy shall be from the date of commencement of the Town's Work until two (2) years following the date of Total Performance of the Town's Work.

- 5) The Owner shall be responsible for deductible amounts under the policies unless the damage has been caused by the negligent act or omission of the Town, its agents or its employees.
- 6) The Owner shall provide the Town with proof of insurance prior to commencement of the Town's Work and shall promptly provide the Town with either a certificate of insurance in a form reasonably satisfactory to the Town or a certified true copy of each insurance policy exclusive of information pertaining to premium bases used by the insurer to determine the cost of the insurance.

E. PROTECTION OF PROPERTY AND CLEANUP

- 1) The Owner shall protect or cause to be protected the Town's Work and the Town's property and property adjacent to the site of the Town's Work from damage and shall be responsible for damage which may arise as the result from constructing or causing to be constructed, the Town's Work.
- 2) All Town's Work done pursuant to this Section shall be performed in such a way as to cause no damage and minimal inconvenience to neighbouring properties or Town's Work or to existing buildings or Town's Work in any part of the registered plans of condominium, and any damage done to such properties, Town's Work or buildings shall be made good by the Owner.
- 3) The Owner shall maintain or cause to be maintained; the Town's Work in a tidy condition and free from the accumulation of waste products and debris.

F. DAMAGES AND MUTUAL RESPONSIBILITY

If either party to this Contract suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom it is responsible in law, then it shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

G. INSPECTION AND REJECTED TOWN'S WORK

- 1) The Town shall at all times have access to the Town's Work and any private network or system that connects to the Town's Work.
- 2) Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Owner and whether incorporated in the Town's Work or not, which has been rejected by the Town as failing to conform to this Agreement, shall be removed or be caused to be removed promptly from the site of the Town's Work by the Owner and replaced or re-executed promptly in accordance with this Agreement at the Owner's expense.

5. CONNECTING SEWERS TO MUNICIPAL SYSTEM

Storm sewers may not be connected to the municipal system until the construction of sewers and connections within a service area is completed and the sewers cleaned to the satisfaction of the Engineer.

6. SERVICE CONNECTIONS

Connections to a main may be made only under the supervision of the Engineer, and all connections which involve tunnelling or cutting the gravelled or graded part of a highway must be made at the time of the installation of the main. The road and any drainage ditch must be restored at the cost of the Owner to its original condition.

7. DRAINAGE AND EROSION CONTROL WORKS

- (1) The Owner shall convey to the Town any necessary easements required for the drainage and erosion control works described in Schedule "F".
- (2) Where an existing watercourse is diverted, regraded, bridged or culverted, the Owner will indemnify the Town and save it harmless from all claims for damages through flooding resulting from the work until the roads and services in the plan have been assumed by the Town.
- (3) All ditches shall be sodded from top of slope to top of slope and between the top of the slope of the ditch and the unit line.

8. FINANCIAL REQUIREMENTS

- (1) 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 "D" in the form of:
 - (a) a cash deposit with the Town, or
 - (b) an unconditional irrevocable Letter of Credit in a form acceptable to the Town Treasurer from a chartered bank also acceptable to the Town 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.
- (2) The Town may, as attorney for the Owner, enforce all performance bonds given by contractors to the Owner for any service, but this shall not constitute an assignment of any such bond. When the Town considers the contractor to be in default it may notify the Owner and the Owner will, within seven days proceed to enforce the bond and in default the Town as attorney for the Owner and at the Owner's expense may enforce the bond.
- (3) The Securities shall, except as otherwise hereinafter specifically provided, only be released when the Works and Town Works have been fully completed to the satisfaction of the Town in its sole and unfettered discretion acting reasonably, and upon receipt by the Town from the Owner's Engineer of a certificate in form and content acceptable to the Town, executed by such engineer and accompanied by a statutory declaration confirming that all invoices and other sums owing with respect to construction of the Town Works have been paid in full.
- (4) The Owner hereby covenants and agrees to maintain, in a manner satisfactory to the Town's Director of Construction and Engineering, each and every portion of the Town Works for a period of twelve (12) months from date of completion thereof. To secure this obligation and, without limiting the generality of the foregoing, to guarantee full performance of the Owner's obligations pursuant to this section 14, the Owner shall deliver to the Town unconditional and irrevocable maintenance bonds in form, content, and drawn upon an Issuer or Issuers acceptable to the Town for such portions of the Town Works as are, in the opinion of the Town's Director of Engineering and Construction, capable of independent completion and operation forthwith upon completion of such portions of Town Works in an amount equal to twenty five percent (25%) of the actual cost of construction of each such portion of the Town Works

9. SUPERVISION COST TO TOWN

The Owner will pay to the Town a sum equal to five point five percent (5.5%) of the Owner's share of the actual cost of all the services as shown in Schedule "D" for the services of the Town including processing of plans and supervision of works. This amount must be paid before the Town releases the plan for registration.

10. MAINTENANCE

The Owner will maintain all works and services, installed pursuant to this Agreement for one year from the date of completion to the satisfaction of the Engineer.

31. MISCELLANEOUS

- (1) All figures as to the cost of the services in this Agreement are estimates unless otherwise specified, and are to be adjusted to actual costs when ascertained.
- (2) Burning of brush, garbage debris and waste is permitted only with the written permission of the Fire Chief of the Town of Oakville.

32. GENERAL

All work done pursuant to this Agreement shall be performed in such a way as to cause no damage and minimal inconvenience to neighbouring properties or works or to existing buildings or works in any part of the plan and any damage done to such properties, works or buildings shall be made good by the Owner.

33. OTHER PROVISIONS

- (1) Prior to the commencement of construction of engineering services, the Owner will erect a suitably supported snow fence, or if required by the municipality, chain link fence, where shown on the engineering and unit grading drawings referred to in Schedule "B". The Owner will maintain such fence until completion of the grading, construction, sodding or seeding on the units and blocks abutting the fence, except those locations marked on the drawings as permanent. No fence installed pursuant to this paragraph need be maintained by the Owner after the plan is assumed. The purpose of this fence is to prevent unauthorized dumping and filling and to prevent damage to the block which is to be maintained as nearly as practicable in a natural state. Should any dumping or filling occur notwithstanding the Owner's efforts, the Owner will correct the damage forthwith in accordance with the directions of the Halton Region Conservation Authority.
- (2) The Owner will construct all stormwater management works in accordance with the plans referred to in the schedules, as approved by the Engineer and the MOE.
- (3) The Owner will maintain all stormwater management and erosion and sedimentation control structures within the Plan in good repair throughout all phases of construction of the works described in this Agreement within the Plan and in a manner satisfactory to the MOE and the Town.
- (4) The Owner is 100% responsible for all financial costs associated with works on Town property with no DC reimbursements..
- (5) The Owner will not require the issuance of a building permit for a building upon any unit until it first meets on site with the builders and the Engineer respecting road obstructions and cleaning and site cleanliness.
- (6) The Owner is required to obtain permits from the Department of Engineering and Construction for all works proposed within the Lakeshore Road West road allowances, including any temporary/final driveway permits and will be subject to these conditions outlined in the permits. Furthermore, the Owner is advised that additional securities and deposits may be required as part of those permits. The Owner is advised that Lakeshore Road West is a key arterial roadway and operational constraints will most likely be imposed on any works within the road allowance and that roadway remediation requirements may be more extensive than those applied to lower classification roadways. The Owner is advised that Lakeshore Road West has a composite pavement structure.

34. NOTICE

All notices given under the terms of this Agreement shall be deemed to have been validly given at 9:00 o'clock in the morning of the third day not being a Saturday or Sunday following the day upon which the notice is posted by prepaid registered mail addressed, if to the Owner, as set out on Schedule "A-2", and if to the Town, to:

The Clerk - The Corporation of the Town of Oakville
1225 Trafalgar Road
Oakville, Ontario
L6J 5A6

35. This Agreement shall be read with such changes of gender and number as the context may require.
36. This agreement and the covenants, provisos and conditions herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrator, successors and assigns of each of the parties to it.
37. 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.
38. The conditions of draft approval, attached hereto as Schedule "E", are hereby incorporated into, and form part of, this agreement, mutatis mutandis.
39. The following Schedules comprise part of this agreement:
 - Schedule "A" Legal Description of Lands to be Divided
 - Schedule "A-1" Address for Service
 - Schedule "B" Dedication of Lands to the Town
 - Schedule "C" Summary of Financial Obligations Within Plan
 - Schedule "D" Summary of Financial Obligations for Works on Town Property

Schedule "E" Draft Plan Conditions of Approval
Schedule "F" Documentation to be Provided

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

NEXUS (LAKESHORE OAKVILLE) HOLDINGS INC.

Authorized Signing Officer

Name:
Authorized Signing Officer

THE CORPORATION OF THE TOWN OF OAKVILLE

Mayor

Clerk

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS TO BE DIVIDED

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Town of Oakville, Regional Municipality of Halton, formerly the Township of Trafalgar, County of Halton, being composed of:

Part of Lot 19, Concession 4, South of Dundas Street, Geographical Township of Trafalgar, in the Town of Oakville designated as Part 1 on Reference Plan 20R-17593.

SCHEDULE 'A-1'

ADDRESS FOR SERVICE

Nexus (Lakeshore Oakville) Holdings Inc.
c/o Anthony DiCenzo
Unit 41
1070 Stone Church Road East
Hamilton, ON L8W 2K8

SCHEDULE 'B'

DEDICATION OF LANDS TO THE TOWN

Words indicating proposed uses in this schedule are intended to be descriptive only and are not intended to limit the use of the land in the hands of the Town.

All Part designations refer to the latest draft "R" plan filed with the Town unless otherwise indicated.

1. **For Open Space:**

None

2. **For Parks:**

None

3. **For 0.30m Reserves:**

None

4. **For Road Widening**

Being designated as Part 1 on Reference Plan 20R-
Cunnigham McConnell Limited Ontario Land Surveyors

prepared by

SCHEDULE 'C'

SUMMARY OF FINANCIAL OBLIGATIONS WITHIN THE PLAN

SERVICES TO BE SECURED

Roads, sidewalks and site work	\$ 188,140.00
Storm sewers	\$ 119,830.00
Drainage and erosion control	\$ 14,490.00
Landscaping	\$ 12,880.00
Lot grading -	\$ 15,000.00
TOTAL SERVICES TO BE SECURED	\$ 350,340.00

OTHER ITEMS TO BE PAID IN CASH

Cash-in-lieu of street trees (5 trees @ \$410.00 each)	\$ 2,050.00
Cash-in-lieu of parkland	\$ 95,023.00
TOTAL OTHER ITEMS TO BE PAID IN CASH	\$ 97,073.00

OTHER ITEMS TO BE SECURED

Garbage security	\$ 2,000.00
Street Cleaning security	\$ 2,000.00
TOTAL OTHER ITEMS TO BE SECURED	\$ 4,000.00

SCHEDULE 'D'

SUMMARY OF FINANCIAL OBLIGATIONS FOR WORKS ON LAKESHORE ROAD

SERVICES TO BE SECURED

Roads, sidewalks and site work	\$ 30,000.00
Storm sewers	\$ 70,000.00
TOTAL TOWN SERVICES TO BE SECURED	\$ 100,000.00
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SUPERVISION TOWN SECURED– SECTION 21 – 5.5% of \$100,000	\$ 5,500.00
GST No. R121742456 (13%)	\$ 715.00
TOTAL CASH PAYMENT	\$ 6,215.00

SCHEDULE 'E'

DRAFT PLAN CONDITIONS OF APPROVAL

Conditions of draft approval for Nexus (Lakeshore Oakville) Holdings Inc. (Plan 24CDM-07010), dated October 20, 2008 form part of this agreement.

SCHEDULE 'F'

DOCUMENTATION TO BE PROVIDED

- (1) The Owner shall deposit mylars of the Registered Plan of Condominium to the Public Works Department. Plans must show a relation to the Province's horizontal control network "COSINE" and provide co-ordinates of the control monuments used.
- (2) The Owner shall deposit a vector format "DXF" file, or other form suitable to the Town, to the Information Technology Department at three stages during the development process:
 - (a) condominium draft(s) stage (including one digital file for each plan revision and initial submission);
 - (b) application design stage;
 - (c) and "as build" design stage at assumption of the plan.
- (3) All "real-world" co-ordinates are to be based on a 6 degree Universal Transverse Mercator Projection, North American Datum 1983. Exemptions and alternative are subject to approval to the Town's Information Technology Department. We encourage that boundaries of the overall site be obtained by contacting the Town's Information Technology Department. All mapping supplied to the Town must snap to the adjacent property boundaries.

The following map layers as identified in Table 1 are required. Delivery of the map layers must adhere to the layering structure identified in Table 1.

Initial submission and condominium draft plans only require three (3) layers: road network, property lines and street names.

TABLE 1

LAYER	OBJECT	ENTITY TYPE	ENTITY DESC
ROW.CLRoad Network	CLRN	CLRoad Network	Centre Line Road Network
ROAD.Edge Road	ER	EdgeRoad	Edge of Road
BLDG.House	BLD	House	Building (house...)
STM.BoxCulvert	BCUL	BoxCulv	Box Culvert
UTIL.Bell	BGUY	BellGuyWire b	All Bell Telephone Data
UTIL.Cable	CTEXT	Cable Text	All Cable TV Data
UTIL.Gas	GD	GasDrip	All Union Gas Data
UTIL.Hydro	HGW	Hydro Guy Wire	All Hydro Data
UTIL. Pipelines	PIP	Pipeline data	All Pipeline Data
WATER.Misc	WMMISC	Water	Water servicing data
WATER.Flowarrow	Wflow	Flow Arrow	Directional Flow Arrow
WATER.Watermain	WM	Watermain	Watermain-mainline
WATER.Hydrant	HYD	Hydrants	Fire Hydrants
VEG.Tree	VEG	Vegetation	All Vegetation
SURV.Benchmark	BM	BenchMark	Construction Bench Mark
SURV.CtrlPoint	CP	Control Point	Horiz/Vert.Control Point
SURV.CtrlMonument	HVCM	Control Monu	Horiz. & Vert. Control Monument
SURV. Iron Bar	IB	IronBar	All Property Bars
SAN.Manhole	MH	SanManhole	Sanitary Sewer Manhole
SAN.FlowArrow	SAFA	SAFlowArrow	Sanitary Flow Arrow
SAN.SewerLine	SL	WasteLine	Sanitary Sewer Line
SAN.Misc	SAN	Sanitary data	All other sanitary data
PROP.Cadastre.	CADA	Cadastre	Property Lines for Parcel Fabric
PROP.Easement	Easement	Easement	Easements
PROP.EaseText	Text	Easement	Easements-Text
PROP.RoadLimit	Limits	Road	Road
PROP.RoadNames	RName	Road	Road Name Text
PATH.Bike	Bike	Bike	Bike or in-line Skating Path
PATH.EdgeSidewalk	ESW	EdgeSidewalk	PATH.EdgeSidewalk
PATH.Path	PATH	Path	Multi-Use Trails
PATH.SidewalkCentralLine	SWCL	SWCL	Sidewalk Centreline