

**Appendix C**

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT CONTAINS WARNINGS IN SECTIONS 25, 26, 31(6)(20), SCHEDULE M (3) CONCERNING MATTERS WHICH MAY IMPACT ON A HOMEOWNER'S USE AND ENJOYMENT OF HIS/HER PROPERTY, PURCHASERS AND THEIR SOLICITORS ARE URGED TO REVIEW THIS AGREEMENT IN FULL**

THIS AGREEMENT made in triplicate the                    day of                    , 2013.

B E T W E E N:

**SILWELL DEVELOPMENTS LIMITED**

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 lands described in Schedule "A" hereto are defined as the Town's Uptown Core and

WHEREAS the Owner and the Town wishes to see these lands develop in accordance with Livable Oakville, more specifically, to see the road network developed in accordance with Schedule M1 of the Towns Livable Oakville Plan and

WHEREAS the Owner owns a number of land parcels within the Uptown Core, however this agreement is specific to the lands described in the plan in Schedule "A-1" hereafter referred to as the "plan" and

WHEREAS The Owner wishes to develop the land within the plan in accordance with Livable Oakville and

WHEREAS The Owner needs to improve the lands and construct infrastructure thereon in support of the development of these lands; more specifically the Owner shall construct highways and services within parts 1 to 5 as described on the draft R-Plan prepared by MMM Geomatics Limited, Ontario Land Surveyors, as well as parts 19 to 24 as described on 20R-17093 (Town owned lands)

WHEREAS the Owner and the Town agree that parts 1 to 5 as described on the draft R-Plan prepared by MMM Geomatics Limited, Ontario Land Surveyors will be conveyed to the Town.

WHEREAS the Owner acknowledges that part 6 as described on the draft R-Plan prepared by MMM Geomatics Limited, Ontario Land Surveyors is immediately adjacent to Glenashton Park and agrees to convey this block as parkland to the Town and the Town shall amalgamate this block with the adjacent Glenashton Park block.

**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. **INTERPRETATION**

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

- (a) "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;
- (b) "Lot" 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;
- (c) "Plan" means the draft reference plan of hereinbefore recited as ultimately registered and for the purposes of this Agreement refers to the "R" plan described in Schedule "A-1";
- (d) "Preservicing" means the construction of some or all of the services prior to plan registration; and
- (e) "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 described in Schedule "B";
  - (b) the storm sewers described in Schedule "C";
  - (c) that part of the street lighting and the electrical distribution system being installed by the Owner as described in Schedule "F";
  - (d) the drainage and erosion control works described in Schedule "G";
  - (e) the landscaping work described in Schedule "H";
  - (f) any special works required by this Agreement.

## 3. PLANS

- (1) In addition to the plans required to be submitted in accordance with the engineering regulations of the Town prior to this Agreement, the Owner will provide the Town with eight copies of the registered plan.
- (2) Before the roads and services in the plan are assumed by the Town, the Owner will provide the Town with a complete set on tracing linen of the engineering drawings for the services as finally completed, showing all the work performed, all service connections and all gas, telephone, electrical and other services in the plan.
- (3) The Owner shall deposit mylars of the Plan a point plot plan and a co-ordinate point listing in hard copy and "DXF" file, or other form suitable to the Town, to the Town's Department of Public Works for all boundary monuments shown on the Registered Plan. Plans must show a relation to the Province's horizontal control network "COSINE" and provide co-ordinates of the control monuments used. These co-ordinates are to be based on a 6° Universal Transverse Mercator Projection, North American Datum 1927 (1976 Adjustment) and North American Datum 1983. Exemptions and alternatives are subject to approval by the Town's Department of Public Works.

## 4. SURVEY WORK

- (1) The Owner will keep all stakes and monuments shown on the plan in place and replace all missing stakes and monuments before the roads and services in the plan are assumed by the Town.

#### 5. 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 roads 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 reasonable access at all times for residents and for Town services such as garbage collection, fire fighting etc. and the Engineer shall be the sole judge of the reasonability of such access;
  - (c) maintain all roads in a dust free condition;
  - (d) on or before the 1<sup>st</sup> day of November in each year, complete such work as it has, on or before the 10<sup>th</sup> 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) Until the roads on the plan are paved and the curbs and gutters installed as required by this Agreement, the Owner will provide temporary surface drainage for the plan in accordance with a scheme submitted by the Owner and approved by the Engineer.
- (5) The Owner will commence the installation and laying of the curbs and gutters and the base layer of asphalt respectively, as required by this Agreement, within thirty days of having received written notice from the Engineer requiring the Owner to do so and the Owner will proceed expeditiously to complete such work, but nothing in this subsection relieves the Owner of its obligations to maintain the roads as required by this Agreement or if its obligations under Section 21 of this Agreement, or under any other term of this Agreement.
- (6) If the Owner does not perform any work required by this section to the satisfaction of the Engineer upon one day's 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.

#### 6. WORK OUTSIDE THE PLAN

- (1) In certain instances, as for example, where the plan adjoins an existing road or where municipal services must be brought from some distance to the plan or taken some distance to a suitable outfall, the schedules may include work outside of the plan and this Agreement applies to work outside of the plan which is included in the said schedules in the same manner as if that work had been within the plan.
- (2) When work is performed on existing roads outside the plan they shall be reinstated by the Owner to the satisfaction of the Engineer. The Owner will be required to obtain all necessary road cut permits. Access must be maintained at all times to properties abutting such roads and the public protected to the satisfaction of the Engineer.
- (3) The work to be done outside the plan as listed on Schedule "B" will be completed according to the drawings and specifications set out in the schedules and at a cost to the Owner estimated in the schedules. This Agreement is also an Agreement pursuant to Section 9(9) and 13(2) of the *Development Charges Act*.

7. 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.

8. 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.

9. STREET SIGNS

- (1) Except as provided in Section 9, the Owner will pay for and the Town will supply and erect street signs in accordance with the standard design of the Town at locations specified by the Engineer.
- (2) Except as provided in Section 9, the Owner will pay for and erect such temporary or permanent barricades and guide rails as may be required by the Engineer, and no such barricade or guide rail may be removed or its position changed without the consent of the Engineer.

10. LAND FOR MUNICIPAL PURPOSES

- (1) The Owner will convey to the Town the lands and interests in land described in Schedule "T" for municipal purposes.
- (2) Lands required to be conveyed pursuant to Schedule "T" shall be conveyed in fee simple and shall be free of encumbrance.
- (3) Prior to release of the plan, the Owner will provide, for all land to be conveyed to the Town including all roads, a MOEE Level I environmental audit of such lands which shows the land to be clear of soil contamination which would prevent residential uses or enter into a further Agreement with the Town and acceptable to the Town to clean the site.
- (4) Easements to be conveyed to the Town shall be permanent easements permitting the Town to enter from time to time, and to construct, maintain and repair drains, courses for water, pipes, sewers and conduits for all municipal services provided that the Town will repair the surface and make good any damage it does whenever it enters pursuant to its rights.
- (5) Except as herein otherwise provided, all conveyances must be deposited with the Clerk of the Town with the plan number left blank, before the Town gives approval to the plan for registration and the Clerk is authorized to insert the plan number when the plan has been registered.
- (6) As an obligation of this Agreement, the Owner will provide postponements from all encumbrances so that this Agreement shall have priority over them.

11. PAYMENT OF TAXES AND LOCAL IMPROVEMENT RATES

- (1) The Owner must pay the current year's taxes (if levied) otherwise all advance instalments payable thereon, and all arrears of taxes outstanding against the property in the plan before the Town approved the plan for registration.
- (2) The Owner will commute all local improvement rates outstanding against the property comprised in the plan before the Town gives approval of the plan for registration.

12. 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 "G".
- (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) No building permit shall be granted for a lot abutting on any such diversion, regrading, bridging or culverting or through which it passes until all work is completed to the satisfaction of the Engineer.

- (4) 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 lot line.

### 13. 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 "J" 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's Treasurer or Deputy Treasurer from a chartered bank also acceptable to the Town Treasurer or Deputy Treasurer, 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) Security for performance provided under this section may be reduced from time to time by an amount equal to eighty-five percent of the Owner's share of the actual cost of services completed to the satisfaction of the Engineer and paid for and upon which a maintenance bond or security for maintenance has been given, provided the reduction does not reduce the amount of the remaining security below twenty-five percent of the Owner's share of the estimated cost of the services as set out in Schedule "J". The remaining security held by the Town will be released when the services are finally assumed for maintenance by the Town.
- (3) For the purpose of such reduction, a progress certificate signed by the Owner's engineer showing the apportionment of cost between the Owner and the Town and counter-signed by the appropriate Engineer, shall be conclusive that the work has been performed, and all such certificates shall be numbered consecutively. A certificate of the Treasurer or Deputy Treasurer of the Town that security for maintenance has been given for any work referred to in a progress certificate may be accepted as correct by any person acting thereon.
- (4) 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.
- (5) The Owner will install and pay for all the services described in Schedules "B", "C", "F", "G" and "H"

### 14. SUPERVISION COST TO TOWN

The Owner will pay to the Town a sum equal to five point five percent of the Owner's share of the actual cost of all the services as shown in Schedule "J" for the services of the Town excluding the street lighting and electrical distribution system, but including processing of plans and supervision of works. This amount must be paid before the Town releases the plan for registration, subject to an adjustment or refund to the Owner in accordance with subsection (3) of Section 29 of this Agreement.

### 15. TIMING

Subject to the provisions of Section 9 for the work being completed on behalf of the Town, the Owner will begin construction of the services required by this Agreement within eight months from the date of this Agreement and will complete all the services within two years from that date. If the services are not installed within the time stipulated or there is any failure on the part of the Owner to perform any work required by this Agreement, subject to the provisions of Section 9 for the work being completed on behalf of the Town, the Town may go in and complete or perform at the

Owner's expense and apply the security given for performance to reimburse the Town and, in the event that this insufficient, the unpaid balance shall be a charge on the land comprised in the plan not already released and a debt payable by the Owner forthwith.

16. 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. When the services installed, pursuant to this Agreement or any class of the said services which are, in the opinion of the Engineer, capable of independent completion, have been completed and the Engineer has issued a certificate of completion, the Owner will provide the Town with a maintenance bond satisfactory to the Town in the amount equal to not less than twenty-five percent of the actual costs of such services valid for a period of not less than one year from the date of the certificate of completion and enforceable by the Town, and the provisions of Section 19 shall apply to the enforcement of such bonds.

17. TENDERS AND CONTRACTS

Subject to the provisions of Section 9 for the work being completed on behalf of the Town, the Owner will submit all calls for tender and all contracts to the Engineer for approval and no work shall be commenced under any contract until it is approved. Approval hereunder is for the benefit of the Town only and there shall be no liability on the Town or its Engineer to the Owner for the sufficiency, validity or correctness of any contract.

18. RESTRICTIONS

Every contract for the sale of any land within the plan shall, notwithstanding that land may have been released from the charge and burden of this Agreement, for all other purposes, contain the following restrictions in addition to any others which the Owner may wish to impose and they will be incorporated in all conveyances as covenants running with the land for the benefit of the other land in the plan:

- (1) No hedge, fence or other structure on any corner lot shall be planted, constructed or permitted to exceed three feet in height measured above the crown of the road at the intersection at any point within thirty-five feet of the corner of the lot measured on both frontage and flankage, provided however, that this shall not prevent the construction of any building that complies with the setback requirements of the by-laws of the Town of Oakville applying to the lot.
- (2) No rear lot drain or other drain established by this Agreement may be clogged, filled altered, obstructed or removed without the consent of the Director of Planning Services of the Town of Oakville.
- (3) No building may be erected except in accordance with a site, grading and elevation plan approved by the Engineer.
- (4) No lot shall be altered in such a way that its drainage or the drainage of any other lot is interfered with or the plan required by subsection (3) of this Section is not adhered to, subject to any change approved by the Engineer.

19. GENERAL

- (1) The approval of the Town to the plan is not a representation that any permit will be issued for a lot.
- (2) 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.
- (3) When the Engineer is satisfied that the Owner has satisfied his obligations hereunder with regard to services and that all monies payable to the Town by the terms of this Agreement have been paid, he will so report to Council and Council may thereupon assume the services in the Plan, but the Town shall not be required to assume roads between October 31<sup>st</sup> of a year and May 1<sup>st</sup> of the following year.

**20. OTHER PROVISIONS**

- (4) Until the municipal services which the Owner is required to construct at its own expense are assumed by the Town, the Owner will be responsible to see that earth and debris are not tracked on the Town streets outside of the plan. In addition the Owner will, as soon as any dwelling on the plan has been commenced, keep the street upon which the dwelling is situate and all streets affording access to that street clear of earth, debris and building materials. If earth, debris and building materials are allowed to accumulate on any of the aforementioned streets either inside or outside of the plan, the Owner will clean the said streets and remove the debris and materials and if it fails to do so the Engineer may have this work done at the Owner's expense. The Town will try to notify the Owner in advance of cleaning and removal of debris and materials from the streets at the Owner's expense. The Owner will deposit security for performance under this paragraph in the amount shown upon Schedule "J" prior to release of the plan and the cost of any work done pursuant to this paragraph will be charged first against this security and when this security is exhausted shall be charged against any other security filed by the Owner pursuant to this Agreement.
- (5) The Owner will not dispose of or stockpile waste or surplus fill within the plan except by means of, and in locations approved by the Engineer, and will not remove such waste or surplus materials from the plan except to a location approved by the Engineer and Director of Parks and Open Space.
- (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 will, until all buildings to be erected on every block within the plan have been occupied, ensure that the lots and blocks do not become unsightly by the accumulation of garbage, debris or builder's waste. As security that it will comply with this subsection the Owner will, before the plan is released for registration, deposit with the Town by or unconditional irrevocable Letter of Credit, issued by a chartered bank, the amount shown in Schedule "J". The Town may, if the Owner has not cleaned up any such lot or block or twenty-four hours written notice from the Engineer, enter on and clean up the block, charging the cost to the security deposited under this subsection. The balance of the security remaining shall be refunded, or released as the case may be, to the Owner when the last building on the plan has been occupied or when the roads and services in the plan are assumed by by-law, whichever occurs first. Burning of garbage and debris is permitted only with the written approval of the Fire Chief of the Town of Oakville.
- (8) 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 lot grading drawings referred to in Schedule "B". The Owner will maintain such fence until completion of the grading, construction, sodding or seeding on the lots 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.
- (9) The Owner will have the right to erect appropriate signs at locations approved by the Engineer, to advise that the roads within the Plan are not yet assumed by the Town and that members of the public travelling over such roads should exercise caution.
- (10) Prior to initiating any grading or construction within the plan, the Owner will prepare a storm water management plan and prepare and implement a final detailed erosion and sedimentation control plan acceptable to the Halton Region Conservation Authority and the Town which will describe the means whereby

erosion and siltation and their effects will be contained and minimized on the site both during and after the construction period. The Owner will not stockpile fill material within 15 metres of the approved top of bank to the satisfaction of the Engineer and the Halton Region Conservation Authority. The Owner will obtain the prior written approval of the Halton Regional Conservation Authority prior to construction of any stormwater outfall structures and creek works in accordance with Ontario Regulation 253/89.

- (11) 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.
- (12) 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.
- (13) The Owner will consult with the local crime prevention officers of the Halton Region Police Force respecting security issues.
- (14) Except as herein otherwise provided, no building permit shall be granted for any lot until the Owner has installed curbs, gutters (or the curb base if extruded curbs are being used) and base course of asphalt in accordance with the Town's standards. The Owner will not require the issuance of a building permit for any lot until all services are completed including stormwater facilities which must be constructed, operational and approved by the Town.
- (15) The Owner agrees to satisfy all the requirements, financial or otherwise of the Regional Municipality of Halton concerning Regional roads and provision of Regional services.

21. **SPECIAL PROVISIONS UNIQUE TO THIS PLAN**

- (1) Insofar as any provision of the preceding thirty-one sections is inconsistent with the provisions of this section, the provisions of this section shall prevail and modify them accordingly.
- (2) The special provisions pertaining to this section are found in Schedule "M" and constitute a part of this Agreement just as if they were reproduced as part of this section.
- (3) No general release of any lot from the provisions of this Agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release. Where Owners are required to include warnings or notices in Agreements of purchase and sale, purchasers from Owners will also give similar notices to their purchasers ad infinitum.
- (4) "Owner" for the purposes of section 32(1) shall mean the Owner or its successor provided that development charges are paid in accordance with the provisions of the *Development Charges Act* at the Town's development charge by-laws.



22. 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 next 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

23. This Agreement shall be read with such changes of gender and number as the context may require.

24. This Agreement and the covenants, provisos and conditions herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties to it.

25. 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.

26. Schedules "A", "A-1", "A-2", and "B" to "O" inclusive, form part of this Agreement.

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

**SILWELL DEVELOPMENTS LIMITED**

\_\_\_\_\_  
Name  
Authorized Signing Officer

\_\_\_\_\_  
Name:  
Authorized Signing Officer

**THE CORPORATION OF THE TOWN  
OF OAKVILLE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**SCHEDULE 'A'**

**LEGAL DESCRIPTION OF LANDS SUBJECT TO THIS AGREEMENT**

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 13 Concession 1, South of Dundas Street, in the Geographic Township of Trafalgar, County of Halton now in the Town of Oakville, Regional Municipality of Halton.

**SCHEDULE 'A-1'**

**DESCRIPTION OF PLAN WHICH IS THE SUBJECT MATTER  
OF THIS AGREEMENT**

Draft R-Plan prepared by MMM Geomatics Ontario Limited, Ontario Land Surveyors showing portions of Georgian Drive, Littlewood Drive, Gatwick Drive, Roxton Road and Taunton Road and portions of Lanes 127, 128 and 129..

**SCHEDULE 'A-2'**

Silwell Development Limited  
Suite 601  
1 Yorkdale Road  
Toronto, ON M6A 6A1

**SCHEDULE 'B1'**

**ROADS, SIDEWALKS AND SITE WORK (WORKS WITHIN THE PLAN)**

**WORK TO BE DONE:**

Construct concrete curbs, roads, sidewalks, sodded boulevards, and earthworks. The works are to be performed in accordance with the engineering drawings prepared by Marshall Macklin Monaghan Limited., bearing Town File SD400.8 (Phase 8).

**SPECIFICATIONS:**

All work is to be performed in accordance with the latest revised Town of Oakville Standard Drawings and Specifications as of the date of the Agreement.

**ESTIMATED TOTAL COST:**

Roads to Base and Top Asphalt	\$ 293,309.90
15% Contingency and Engineering	<u>\$ 43,996.49</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 337,306.39</b>

**SCHEDULE 'B2'**

**ROADS, SIDEWALKS AND SITE WORK (WORKS OUTSIDE THE PLAN)**

**WORK TO BE DONE:**

Construct concrete curbs, roads, sidewalks, sodded boulevards, and earthworks. The works are to be performed in accordance with the engineering drawings prepared by Marshall Macklin Monaghan Limited., bearing Town File SD400.8 (Phase 8).

**SPECIFICATIONS:**

All work is to be performed in accordance with the latest revised Town of Oakville Standard Drawings and Specifications as of the date of the Agreement.

**ESTIMATED TOTAL COST:**

<b>Works outside Plan</b> on Georgian Drive, Littlewood Drive, Gatwick Drive and Roxton Road & the north-east portion of Taunton rd	<u>\$ 419,935.40</u>
15% Contingency and Engineering	<u>\$ 62,990.31</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 482,925.71</b>

**SCHEDULE 'C'**

**STORM SEWERS**

**WORK TO BE DONE:**

Construct storm sewers, catchbasins, and other appurtenances. The works are to be performed in accordance with the engineering drawings prepared by Marshall Macklin Monaghan Limited., bearing Town File SD400.8 (Phase 8).

**SPECIFICATIONS:**

All work is to be performed in accordance with the latest revised Town of Oakville Standard Drawings and Specifications.

**ESTIMATED TOTAL COST:**

Storm Sewers	\$ 242,285.50
15% Contingency and Engineering	\$ <u>36,342.83</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 278,628.33</b>

**SCHEDULES 'D' & 'E'**

**NOTE:** Schedules "D" (Sanitary Sewers) and "E" (Watermains) are now covered in an Agreement with the Regional Municipality of Halton.

**SCHEDULE 'F'**

**ELECTRICAL DISTRIBUTION AND STREET LIGHTING SYSTEMS**

The Owner will enter into a separate agreement regarding the electrical distribution system in this plan with Oakville Hydro. All costs associated with that separate agreement will be paid directly to Oakville Hydro.

**SCHEDULE 'G'**

**DRAINAGE AND EROSION CONTROL**

**WORK TO BE DONE:**

Construct siltation controls and drainage and erosion control works. The works are to be performed in accordance with the engineering drawings prepared by Marshall Macklin Monaghan Limited., bearing Town File SD400.8 (Phase 8).

**SPECIFICATIONS:**

All work is to be performed in accordance with the latest revised Town of Oakville Standard Drawings and Specifications as of the date of the Agreement.

**ESTIMATED TOTAL COST:**

Siltation controls	\$ 27,350.00
15% Contingency and Engineering	\$ <u>4,102.50</u>
<b>TOTAL ESTIMATED COST:</b>	\$ 31,452.50

**SCHEDULE 'H'**

**LANDSCAPING AND FENCING**

SPECIFICATIONS:

All work is to be performed according to the latest Town of Oakville Standard Drawings and Specifications.

ESTIMATED TOTAL COST:

Boulevard topsoil & sod	\$ 11,925.00
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Park Works (Part 6):

Sidewalk	\$ 4,800.00
Fine Grading	\$ 5,700.00
Topsoil & Sod	\$ 2,565.00

15% Contingency and Engineering	<u>\$ 3,748.50</u>
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<b>TOTAL ESTIMATED COST:</b>	<b>\$ 28,738.50</b>
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**NOTE: Boulevard Trees along Taunton Road to be secured through the siteplan agreement with Ballantry Homes which shall conform to the North Oakville Urban Forest Strategic Management Plan (NOUFSMP)**



**SCHEDULE 'I'**

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' numbers refer to the latest draft R-Plan prepared by MMM Geomatics Ontario Limited, Ontario Land Surveyors, (Drawing Number 20-10-004-004) filed with the Town unless otherwise indicated.

1. **For Open Space and Parks:**  
Parts 6, and 25 to 29.
2. **For Public Roads:**  
Parts 1 to 5, 8,11,14, 17, and 30 to 38.
3. **For 0.3m Reserves:**  
Parts 7,9,10,12,13,15,16 and 18 to 24.

**NOTE:**

Parts 39 to 49 are reserves which are to be lifted through the creation of a by-law.

**SCHEDULE 'J'****SUMMARY OF FINANCIAL OBLIGATIONS****SERVICES TO BE SECURED**

Roads, sidewalks and sitework	Schedule 'B1'	\$ 337,306.39
Works outside the Plan	Schedule 'B2'	\$ 482,925.71
Storm sewers	Schedule 'C'	\$ 278,628.33
Drainage and erosion control	Schedule 'G'	\$ 31,452.50
Landscaping	Schedule 'H'	\$ 28,738.50
		<b>\$ 1,159,051.43</b>

**SECURITY FOR ELECTRICAL DISTRIBUTION AND STREET LIGHTING (SCHEDULE F)****N.A.**

SUPERVISION TOWN SECURED– SECTION 21 – 5.5% of \$1,145,072.92)	\$ 63,747.83
HST No. R121742456 (13%)	\$ 8,287.22
<b>TOTAL CASH PAYMENT</b>	<b>\$ 72,035.05</b>

**OTHER ITEMS TO BE PAID IN CASH**

Pre-payment of street signage	\$ 2,580.00
Street Light Energization	\$ 2,500.00
Cash in lieu of park trees (Part 6) 3 @ \$800.00	\$ 2,400.00
<b>TOTAL OTHER ITEMS TO BE PAID IN CASH</b>	<b>\$ 7,480.00</b>

**OTHER ITEMS TO BE SECURED**

Garbage security	\$ 5,000.00
Street Cleaning security	\$ 5,000.00
Signage security	\$ 2,000.00
<b>TOTAL OTHER ITEMS TO BE SECURED</b>	<b>\$ 12,000.00</b>

**SCHEDULE 'K'**

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

WORK BEING DONE ON BEHALF OF THE TOWN

\$ 0.00

TOTAL – SCHEDULE K WORKS

**\$ 0.00**

**SCHEDULE 'M'****Special Provisions**

- (1) In addition to the requirements of Section 3 '**PLANS**' of the agreement, the Owner shall provide the plans and material set out in Schedule "N".
- (2) The Owner agrees to complete the following to the satisfaction of the Town of Oakville and the Halton Region Conservation Authority (Conservation Halton):
  - (a) That the Owner ensure that storm sewerage, lot grading and street grading 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 Services Procedures and Guidelines Manual;
  - (b) That the Owner will design, construct and have in operation all necessary flood control facilities prior to the issuance of any building permits to the satisfaction of the Conservation Halton, Parks and Open Space and the Development Services Sections.
  - (c) That the owner prepare and implement a report outlining siltation controls required during the construction of the plan to the satisfaction of Conservation Halton and the Town of Oakville.
  - (d) That the Owner prepare and implement a detailed report on storm water management to the satisfaction of the Conservation Halton, the Development Services Section;
  - (e) That all storm water outfall structures be to the satisfaction of the Conservation Halton, the Oakville Development Services Section, Planning Services Department, and the Oakville Parks and Open Space Department.
  - (f) The Owner will not dispose of any excess fill generated from this site shall not be disposed of in a water body, watercourse, valley or floodplain without the approval of Conservation Halton;
  - (g) The Owner shall provide a phasing plan to the satisfaction of Conservation Halton and the Town of Oakville.
- (3) The Owner will ensure that the following warning clauses are included in all residential purchase and sale agreements:
  - (a) Prospective purchasers are advised that Oak Park Boulevard, Dundas Street and Hays Boulevard are designated bus routes. Bus stops and shelters may be installed along all of the above streets.
  - (b) Prospective purchasers are advised that schools on sites to be 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.
  - (c) 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 plan until major construction activity has been completed.
  - (d) 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".
  - (e) Prospective purchasers are advised that nearby park facilities will attract people from outside the area and parking on the street by park users may be a common occurrence. Subject to compliance with

municipal parking regulations, this on-street parking is deemed to be a legitimate use of the public road allowance.

- (4) The Owner agrees that for all Residential Development the Developer will provide copies of all Lease Agreements and/or Purchase and Sale Agreements to the Town providing for all of the warning clauses as noted in M(3).
- (5) The Owner agrees that in all cases where offers of purchase and sale have been executed prior to the approval of this agreement, the owner shall amend these purchase and sale agreement to include the clauses set out in Clause M (3) which shall include the above statement.
- (6) The Owner will access this Plan with construction traffic via Oak Park Boulevard north to Regional Road 5 unless alternate route approved by the Town. Any barricade removed must receive prior approval from the Engineer.
- (7) The Owner will complete the following to the satisfaction of Transcanada Pipeline which requirements will be binding upon subsequent owners of the roads, services and utilities:
  - (a) No permanent structures shall be located on the pipeline easement.
  - (b) Any proposed crossings of the right-of-way by roads, laneways, bicycle/walking paths, services and utilities are only permitted in accordance with the regulations of the National Energy Board Act and subject to approval by Transcanada Pipeline Crossing and Right-of-way Advisor.
  - (c) Any grading or placing of fill which will affect the Transcanada Pipeline right-of-way or drainage onto it must first be approved by Transcanada Pipeline. No grading of the right-of-way will be permitted in the absence of such approval or without inspection of the grading operations by Transcanada Pipeline.
  - (d) Should any blasting be require at the site, a report on the methods and charges to be used must be prepared by a qualified blasting engineer and submitted for Enbridge's approval prior to the commencement of blasting operations on the site.
  - (e) The Owner will ensure that its contractors and subcontractors are fully aware of and observe the applicable safety precautions and regulatory requirements including those set out herein.
  - (f) No fill or building materials may be stored on the pipeline right-of-way.
  - (g) During construction on the site, temporary fencing must be erected and maintained by the owner(s) to prevent unlimited access by heavy machinery.
  - (h) The Owner provide Transcanada Pipeline, Halton Office, three working days advance notice before the commencement of construction on the site or crossing the right-of-way with heavy equipment.
  - (i) Any landscaping of the right-of-way must be approved by Transcanada Pipeline.
  - (j) No work shall take place on the Transcanada Pipeline easement without the presence of a Transcanada Pipeline inspector.
  - (k) No heavy machinery will be permitted to cross the Transcanada Pipeline right-of-way without prior approval.

No general release of any lot from the provisions of this agreement will release any owner from the provisions of this section unless this section is specifically referred to in the release.
- (8) The Owner will complete the following to the satisfaction of Union Gas Limited which requirements will be binding upon subsequent owners of the roads, services and utilities:
  - (a) No permanent structures shall be located on the pipeline easement.

- (b) All crossings of the Union Gas Limited right-of-way by roads, access ramps, services or must first be authorized by Union Gas Limited Crossing. The crossing applicant will be required to obtain written approval from Union Gas Limited.
- (c) Any grading which will affect the Union Gas Limited right-of-way or drainage onto it must first be approved by Union Gas Limited. No grading of the right-of-way will be permitted in the absence of such approval or without inspection of the grading operations by Union Gas Limited.
- (d) Should any blasting be require at the site, a report on the methods and charges to be used must be prepared by a qualified blasting engineer and submitted for Union's approval prior to the commencement of blasting operations on the site.
- (e) The Owner will ensure that its contractors and subcontractors are fully aware of and observe the applicable safety precautions and regulatory requirements including those set out herein.
- (f) The northerly limit of the pipeline right-of-way will be permanently fenced by the Owner.
- (g) No fill or building materials may be stored on the pipeline right-of-way.
- (h) During construction on the site, temporary fencing must be erected and maintained by the owner(s) to prevent unlimited access by heavy machinery.
- (i) The Owner provide Union Gas Limited, 4450 Paletta Court, Burlington, three working days advance notice before the commencement of construction on the site or crossing the right-of-way with heavy equipment.
- (j) Any landscaping of the right-of-way must be approved by Union Gas Limited.

No general release of any lot from the provisions of this agreement will release any owner from the provisions of this section unless this section is specifically referred to in the release.

**(9) Work Outside the Plan**

- i) The Owner agrees to complete the installation of all municipal structures from the current limit of Georgian Drive, Littlewood Drive, Gatwick Drive and Roxton Road within plan 20M-803 to the limit of the new Taunton Road all to current municipal standards.
- ii) The Owner acknowledges that the works within Georgian Drive, Littlewood Drive, Gatwick Drive, Roxton Road and the north-east portion of Taunton road will be assumed by the Town as part of the overall assumption of this plan.

**(10) Work within Taunton Road Right-of-way (As shown on the plans)**

- (i) The owner agrees to coordinate works associated with the installation of traffic control signals for the intersection of Oak Park Boulevard and Taunton Road.
- (ii) The Town acknowledges that it will make best efforts to ensure that the works carried out by the Owner on Part 7 plan 20R-17098 are reimbursed by the abutting land owner at the time of the site plan approval for that land.
- (iii) The Town acknowledges that the Owner may enter onto and place on Parts 19, 20, 21, 22 and 24 on plan 20R-17093 certain works to permit the completion of approved works on that portion of Taunton Road that is part of this plan.
- (iv) The Owner is advised that the future completion of Taunton Road right-of-way may result in the temporary closure or interruption to driveway accesses from Taunton Road to abutting development blocks. The owner further agrees not to make any claims for injurious affection as a result of the driveway closures.

- (11) The Owner shall provide the Town with security in the amount of \$2,000 (as indicated on Schedule J) for the construction and installation of signage depicting, where required by the Town, land uses, school board notices, super mail box locations, sidewalks, and other information pertaining to the plan. Should the security lodged 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.
- (12) The Owner will, prior to requiring the issuance of a building permit, complete to the satisfaction of the Town Engineer a Parking Plan which will identify the location of any "on street" parking.
- (13) The Owner shall provide a certificate signed by the surveyor and the Owner certifying that the subject plan to be registered is consistent with the most recent draft approved plan.
- (14) The Owner agrees to dedicate to the Town Part 6 as parkland.
- (15) The Owner agrees to permit all electrical and telecommunication providers who have signed the Town's access agreement to locate on the roads within the plan and the Owner allow these services to connect to the buildings, all to the satisfaction of the Town.
- (16) The Owner agrees to obtain site plan approval for all development on all blocks prior to the issuance of building permits.
- (17) The Owner agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
- (18) The Owner shall supply, erect and maintain signs advising prospective purchasers that pupils may be directed to schools outside the area. Specific wording to be provided by the Halton District School Board.
- (19) 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 that if a permanent school is not available alternative 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.
- (20) The Owner acknowledge that the suitability of the land for the proposed uses is the responsibility of the landowner, and that prior to the registration of the plan, the owner have a phase one Environmental Audit undertaken by a qualified professional engineer for approval by the Town, to ensure that the land is suitable for the proposed uses. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses as a result of contaminants that may be on the site, the engineer shall advise the Ministry of Energy and Environment and the owner shall undertake to do further investigative studies and complete all work required to make the lands suitable for the proposed uses.
- (21) The Owners agrees that for any land to be conveyed to the Town including roads, 0.3 metre reserves, to undertake an environmental audit and agree to undertake any work to clean the site of soil contamination to make the land suitable for the use proposed.
- (22) The Owner agrees to complete the following to the satisfaction of the Town of Oakville and Bell Canada and/or other service providers:
  - (a) Bell Canada shall confirm that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving this plan which are required by the Municipality to be installed underground; a copy of such confirmation shall be forwarded to the Municipality.

- (b) The owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements or other land requirements that may be required for telecommunication services.
- (23) The Owner agrees to conduct a survey of static water level and quality of all wells within 500 metres of the plan. The owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region's Development Coordinator.
- (24) The Owner agrees to conduct a survey of the property to identify all existing wells related to the former use of the lands. The owner further agrees to decommission any existing wells in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of Halton Region's Development Coordinator.
- (25) The Owner agrees to conduct a survey of the property to identify all existing private septic systems related to the former use of the lands. The owner further agrees to decommission any existing private septic systems in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of Halton Region's Development Coordinator.
- (26) The Owner acknowledges its responsibility to pay for electricity supplied to light the streets in the development until such time as the first development within the plan is occupied. Accordingly, the Owner hereby covenants and agrees that it will pay to the Town the sum of \$100.00 per light, which sum shall include the commodity cost, transmission and independent electricity marketing operator charges and distribution charges (hereinafter referred to as the "Street Light Cost").
- (27) The Owner agrees that during the course of construction when various items of infrastructure are not properly supervised by his Engineer, the Town may advise the Owner, in writing, that the maintenance period of the works may be extended to a period of time as deemed by the Town.
- (28) The Owner acknowledges the water quality concern of phosphorus nutrient loadings in stormwater management runoff. The Owner further agrees to work with Town staff to investigate opportunities to mitigate or entirely eliminate phosphorus loadings from entering the natural stream systems as a result of land development practices, by retaining a qualified engineer to provide acceptable designs of infrastructure controls, and further, to secure and construct such facilities, to the requirements of the Town.
- (29) If the Town, in its sole discretion, determines that the Owner has been chronically in default of its obligations pursuant to this agreement, it shall have the right, but not the obligation, to appoint an inspector or inspectors to monitor the manner in which the Owner is fulfilling its obligations hereunder on a day to day basis, and to charge the costs of such inspectors against the securities posted by the Owner hereunder. As such securities are drawn upon, the Owner will deliver fresh securities to the Town to maintain the amounts herein provided. Without limiting the generality of the foregoing, and by way of example only, the inspectors shall monitor the Owner's performance with respect to street cleaning, weed control and the posting and maintenance of required signage, both on the Lands and within or around the on-site sales office.
- (30) The Owner acknowledges that public safety requires the maintenance of effective public street and traffic signage throughout the whole time that construction is taking place within the Plan. Accordingly, the Owner hereby covenants and agrees that signage, as required by the Town's Engineer, will be promptly, erected and will be rigorously monitored and maintained. Any signage destroyed, knocked down or in any way obstructed or compromised will, throughout the construction period and until Assumption of the plan be repaired, replaced, re-erected or otherwise rendered effective by and at the Owner's expense, and without delay. Recognizing the importance to the public of rectification of signage problems and defects in a timely manner, the Owner further covenants and agrees that it will, within twenty-four hours of being advised of the need for



signage rectifications of whatsoever sort, perform such rectifications in an effective and workmanlike manner.

- (31) The Owner covenants and agrees to use its best efforts to minimize noise disturbance to persons residing within the Plan or within proximity to the Plan while construction is ongoing therein. Without limiting the generality of the foregoing, the Owner hereby undertakes to operate heavy machinery, vehicles and equipment only during such hours of the day as the Town's Engineer, acting reasonably, shall specify in writing.
- (32) The Owner hereby covenants and agrees to conduct its construction in such manner, and to employ all such dust suppression techniques, materials and equipment as are available, to prevent airborne dust from being deposited upon lands and buildings outside the Plan, and upon occupied lands and buildings within the Plan (hereinafter referred to as "Adjacent Properties"). If, in the unfettered opinion of the Town's Engineer, dust generated by operations within, or otherwise originating from, the Development has impacted upon Adjacent Properties, such Adjacent Properties shall be cleaned forthwith by, or at the expense of the Owner, in a good and workmanlike manner, failing which the Town may, but shall not be obliged to, arrange for a third party to do such cleaning and the Owner covenants and agrees to reimburse the Town therefore forthwith upon demand, failing which the Town may have recourse to the Securities lodged with it pursuant to this agreement or otherwise.
- (33) The Owner hereby covenants and agrees to ensure that earth and debris from construction on the Land are not tracked on the Town streets outside of the Land. All trucks making deliveries to, or taking materials from, the Land shall be adequately covered and reasonably loaded so as not to scatter refuse, earth or debris on Town or other adjacent property. Further, the Owner will ensure that streets, roadways, pathways and laneways within the Land are at all times clear of earth, debris and building materials. If earth, debris and building materials are allowed to accumulate on any streets, roadways, pathways or laneways whether inside or outside of the Land, and the Owner fails to clean the said streets and remove the debris and materials the Town may, but shall not be obliged to, do such work itself whereupon the Owner covenants and agrees to reimburse the Town therefore forthwith upon demand and, failing which, the cost of any work done or ordered to be done by the Town shall be charged first against the Securities and when the Securities are exhausted, against any other securities lodged with the Town pursuant to this Agreement or lodged with respect to any other related or unrelated development, construction or undertaking of the Owner within the Town. Provided, however, that on each occasion that the Securities are drawn down, the Owner shall forthwith thereafter provide replacement Securities in like amount.
- (34) The Owner hereby covenants and agrees to submit to the Engineer for his or her approval, prior to any marketing, promotional or advertising signage (hereinafter referred to as "Marketing Signage") being erected by the Owner, or by any builder subsequently acquiring a Lot or Lots within the plan, a sign master plan document showing number, size, content, appearance and location of all Marketing Signage intended to be employed by the Owner or builder in connection with the Development. Only such Marketing Signage as shall have been approved, in writing, by the Engineer and which complies in all respects with the Oakville Sign By-law 2005-036, as the same may be amended from time to time, may be erected or displayed.
- (35) The Owner agrees to prepare a Traffic Management and Street Signage Plan to the satisfaction of the Town. The Owner shall be entirely responsible for implementation of the plan including all financial costs.
- (36) The Owner agrees to pay for and install all required temporary signage and agrees to ensure that these temporary signs are maintained throughout the construction phase or until the permanent signage is installed.

- (37) The Owner agrees to pay for and install all permanent signage within six months of the first building occupancy. In the event that the Owner fails to install the permanent signage in the required time frame the Town may carry out the work on behalf of the Owner, if deemed to be a public safety issue, and will charge the Owner a 100% administration surcharge for all costs incurred by the Town in carrying out this work.
- (38) The Owner will deposit with the Town a traffic signage unit price, as indicated in Schedule 'J', for the supply of the required traffic signage within the plan. In the event that actual costs exceed estimated costs or vice versa, the Town shall collect/refund the difference upon written request by the Town/Owner prior to assumption of the plan.
- (39) The Owner agrees that a condition of Plan assumption may require the retention or reposting of securities for works deemed for warranty, rectification or outstanding for any reason. The Owner further agrees to undertake this work, as deemed by the Town and within a time frame as specified by the Town. Further, an administration charge will be added to the security amounts that will be determined prior to assumption of the Plan. It is expected that the developer will undertake the outstanding or rectification works however, it is further understood that the Town may complete the works, on the behalf of the developer and utilize all securities held. Should the developer undertake the work, sufficient insurance coverage must be in place.
- (40) The Owner agrees to comply with all of the requirements in Section 3.4.3 of the Development Services Manual and those requirements are hereby incorporated into and form part of this agreement.
- (41) The Owner acknowledges that the Owner is required to enter into a separate agreement with Oakville Hydro.
- (42) The Town acknowledges that works on Taunton Road (outside the plan) will not delay the assumption of this plan.
- (43) The owner hereby covenants and agrees to deliver to the Town following materials (hereinafter in this section referred to as the "Materials" within the times herein provided:

I. Prior to registration of the Plan:

- i. a table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands to be dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands"); and
- ii. a table in form and content acceptable to the Town, and certified by the Owner's Engineer, setting out all materials constructed for the Town, the dates of their estimated respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs.

I. Prior to Acceptance for Maintenance:

- i. updated table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands"); and
- ii. updated table in form and content acceptable to the Town, and certified by the Owner's Engineer, setting out all materials constructed for the Town, the dates of their respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs where not previously certified.

II. Prior to Assumption of the Plan:

- i. updated table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands") and not previously certified; and

- ii. updated table in form and content acceptable to the Town, and certified by Engineer or Appraiser as applicable, setting out all materials constructed for the Town, the dates of their respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs where not previously certified. (SC)
- (44) The conditions of draft approval, attached hereto as Schedule “O”, are hereby incorporated into, and form part of, this agreement, mutatis mutandis.

**SCHEDULE 'N'**

- (1) The Owner shall deposit mylars of the R- Plan 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) application design stage;
  - (b) 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 draft plans only require three (3) layers: road network, property lines and street names.

**SCHEDULE "O"**

Conditions of draft approval for Silwell Developments Limited (Plan 24T-92005), red-lined revision dated March 31, 2007.