

# **APPENDIX C**

**EXCERPT FROM SUBDIVISION AGREEMENT**

**PAGES 21 - 45**

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

34. This Agreement shall be read with such changes of gender and number as the context may require.
35. 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.
36. 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.
37. 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.

**HUSH HOMES INC.**

\_\_\_\_\_  
Name  
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:

Lots 8 to 12 inclusive on Plan 358 and Part 1 on reference plan 20R-18385.

**SCHEDULE 'A-1'**

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

M-Plan prepared by Cunningham McConnell Limited, Ontario Land Surveyors, showing 14 Freehold Lots, 11 of which are to be parcels of tied land to a common element condominium plan to be registered, Reference File No. 64-08-7

**SCHEDULE 'A-2'**

**ADDRESS FOR SERVICE**

**Hush Homes Inc.**  
Attention: Naheel Suleman  
Suite # 108  
93 Skyway Avenue  
Etobicoke, ON M9W 6N6

**SCHEDULE 'B'**

**ROADS, SIDEWALKS AND SITE WORK**

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 Trafalgar Engineering Ltd., bearing Town File SD.575.0

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 FOR WORK ON TOWN PROPERTY:

Roads to Base and Top Asphalt	\$ 120,250.00
15% Contingency and Engineering	<u>\$ 18,037.50</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 138,287.50</b>

ESTIMATED TOTAL COST FOR INTERNAL WORK:

Roads to Base and Top Asphalt	\$ 78,400.00
15% Contingency and Engineering	<u>\$ 11,760.00</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 90,160.00</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 Trafalgar Engineering Ltd., bearing Town File SD.575.0

**SPECIFICATIONS:**

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

**ESTIMATED TOTAL COST FOR WORKS ON TOWN PROPERTY :**

Storm Sewers	\$ 6,500.00
15% Contingency and Engineering	\$ <u>975.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 7,475.00</b>

**ESTIMATED TOTAL COST FOR INTERNAL WORKS:**

Storm Sewers	\$ 171,700.00
15% Contingency and Engineering	\$ <u>25,755.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 197,455.00</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**

This schedule will be completed upon receipt of Oakville Hydro Security Estimate which will occur prior to the Execution of this Agreement.

**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 Trafalgar Engineering Ltd., bearing Town File SD.575.0

**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 FOR WORKS ON TOWN PROPERTY:**

Siltation controls	\$ 3,300.00
15% Contingency and Engineering	<u>\$ 495.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 3,795.00</b>

**ESTIMATED TOTAL COST FOR INTERNAL WORKS:**

Siltation controls	\$ 25,400.00
15% Contingency and Engineering	<u>\$ 3,810.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 29,210.00</b>

**SCHEDULE 'H'**

**LANDSCAPING AND FENCING**

**WORK TO BE DONE**

Construction of landscaping along Lakeshore Road right-of-way, tree planting at the rear of Lots 4 to 7, landscaping adjacent to the channel, and chainlink fence along Coronation Park, all per drawings prepared by Daniel J. O'Brien & Associates Ltd.

**SPECIFICATIONS:**

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

**ESTIMATED TOTAL COST FOR WORKS ON TOWN PROPERTY:**

Landscape works	\$ 8,000.00
15% Contingency and Engineering	<u>\$ 1,200.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 9,200.00</b>

**ESTIMATED TOTAL COST FOR INTERNAL WORKS:**

Landscape works	\$ 24,500.00
15% Contingency and Engineering	<u>\$ 3,675.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 28,175.00</b>

## **SCHEDULE 'I'**

The owner will provide to the Town postponements of any outstanding encumbrances in favour of the Subdivision Agreement with the Town.

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:

### **NOTES:**

- (a) 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.
- (b) All Block numbers refer to the latest draft "M" plan filed with the Town unless otherwise indicated.

1. **For Public Streets**  
None.

2. **For Open Space:**  
None

3. **For Parks:**  
None

4. **For 0.30m Reserves:**  
None

5. **For Drainage and Access Easement**  
Part 1 reference Plan 20R- prepared by Cunningham McConnell Limited  
(Note: The transfer of the easement can not take place until after the reconstruction culvert and the channel has been completed after which the reference plan will be prepared to reflect the built culvert and channel and building permits will not be issued until the transfer has been completed)

**SCHEDULE 'J'**

**SUMMARY OF FINANCIAL OBLIGATIONS**

**SERVICES TO BE SECURED**

Roads, sidewalks and sitework	Schedule 'B'	\$	138,287.50
Storm sewers	Schedule 'C'	\$	7,475.00
Drainage and erosion control	Schedule 'G'	\$	3,795.00
Landscaping	Schedule 'H'	\$	9,200.00
Lot grading – (14 units @ \$1,500/)	Schedule 'M(51)'	\$	21,000.00
<b>TOTAL TOWN SERVICES TO BE SECURED</b>		<b>\$</b>	<b>179,757.50</b>

SUPERVISION TOWN SECURED– SECTION 21 – 5.5% of \$179,757.50	\$	9,886.66
HST No. R121742456 (13%)	\$	1,285.27
<b>TOTAL CASH PAYMENT</b>	<b>\$</b>	<b>11,171.93</b>

**OTHER ITEMS TO BE PAID IN CASH**

Cash-in-lieu of street trees (17 trees @ \$410.00 each)	\$	6,970.00
Cash-in-lieu of parkland - Schedule M(52)	\$	337,182.00
<b>TOTAL OTHER ITEMS TO BE PAID IN CASH</b>	<b>\$</b>	<b>344,152.00</b>

**OTHER ITEMS TO BE SECURED**

Owners Landscaping	\$	28,175.00
Garbage security	\$	2,000.00
Street Cleaning security	\$	2,000.00
Roads, sidewalks and sitework on site	\$	90,160.00
Storm sewers on site	\$	197,455.00
Drainage and erosion control on site	\$	29,210.00
Open space protection security - Schedule M(2(1))	\$	2,500.00
<b>TOTAL OTHER ITEMS TO BE SECURED</b>	<b>\$</b>	<b>351,500.00</b>

**SCHEDULE 'K'**

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

WORK BEING DONE ON BEHALF OF THE TOWN

TOTAL – SCHEDULE K WORKS **\$NIL**

**WORKS TO BE CONSTRUCTED ON BEHALF OF OAKVILLE HYDRO**

- |                                  |        |
|----------------------------------|--------|
| 1. Streetlighting                | \$ NIL |
| 2. Feeder cables and switch gear | \$ NIL |

SUB-TOTAL – WORKS ON BEHALF OF OAKVILLE HYDRO \$ NIL

**SUMMARY:**

**TOTAL WORKS ON BEHALF OF OAKVILLE HYDRO \$ NIL**

## **SCHEDULE 'L'**

### **CLEARANCE OF LOTS FOR BUILDING**

No building permit for any residential dwelling unit until this Agreement is registered.

No building permit for any residential dwelling unit until Section 20 has been complied with as regards development charges.

No building permit for any residential dwelling unit until geodetic bench marks to be supplied – Section 29.

No building permit for any residential dwelling unit until signs are posted – Section 29(4), 31(26), 31(11), 31(27).

No building permit for any residential dwelling unit until offer of purchase supplied to the Town - Sections 31(6)(20)(24).

No building permit until roads constructed to base course asphalt - See Section 31(17).

No building permit for any lot until the stormwater facilities are constructed, operational and approved by the Town – Section 31(17).

No building permits for any lot until joint use Hydro, Bell and Cable TV service installed – Section 31(18).

No building permits for more than seven structures in a row without providing a line break – Section 31(19).

No building permits issued until Oakville Hydro approves of Hydro and street lighting installation – Section 3, 5(1), 19(2).

**Schedule M(41)** – The Owner covenants and agrees that prior to requesting a building permit for any lot or block, it will deliver to the Town a certificate of the Owner's/Builder's solicitor, addressed to the Town, certifying that the warning clauses contained in Schedule M, Section 3 herein have been included in, and form part of the agreements of purchase and sale for the applicable lots or blocks. Such certificate shall further contain the undertaking by the Owner's solicitor to the Town that the solicitor will forthwith advise the Town in writing, if at any time, the warning clauses cease to be incorporated into the agreements of purchase and sale, and shall further undertake to advise the Town, in writing, if the solicitor ceases to represent the Owner.

**Schedule M(70)** – 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 subdivision, 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.

### **ADDITIONAL NOTES**

**Schedule I (5) – Easement in favour of the Town** – Transfer of the easement to the Town required prior to issuance of any building permit.

**Schedule M(25)** - The Owner acknowledges that no building permit will be issued for Lot 6 until Site Plan approval is obtained in accordance with the Minutes of Settlement.

**Schedule M(30)** - The Owner agrees to provide and implement a "Fencing Plan" for all of the required fencing within the subdivision to the satisfaction of the Town of Oakville prior to building permit clearance.

**Schedule M(54)** - The Owner agrees to install a 1.2 metre high black vinyl coated chain link fence along the common boundary line with Coronation Park, set back 0.3 metres on Town property. The fence must be installed prior to building permit on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the woodlot/open space area/stormwater management pond to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space.

**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/or Conservation Halton:
  - (a) prepare and implement a detailed stormwater management report to the satisfaction of the Conservation Halton and the Town of Oakville;
  - (b) prepare and implement an engineering report identifying erosion and siltation control measures required prior to and during the construction of the subdivision to the satisfaction of Conservation Halton and the Town of Oakville Development Services;
  - (c) any exposed soil within a watercourse block, either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized in conjunction with other stabilization measures within 24 hours of exposure to minimize the transport of sediment downstream, to the satisfaction of Conservation Halton;
  - (d) all blocks for which there are no immediate building permit applications be graded, seeded, and maintained to the satisfaction of the Development Services Department;
  - (e) all storm water outfall structures be to the satisfaction of Conservation Halton and the Oakville Development Services Section, no fill from the site may be dumped on or off-site in an area regulated by Conservation Halton without the prior written permission of Conservation Halton;
  - (f) erect a paige wire fence/temporary barrier with appropriately backfilled filter cloth prior to the stripping of top-soil, construction or regarding along the watercourse block/open spare area to the satisfaction of the Town Development Services Section, Conservation Halton, and further that the Owner agree to maintain the fence until all final landscaping has been completed;
  - (g) prepare and submit to the Town a grading plan showing the existing and proposed grades at the base of the trees after construction to the satisfaction of the Parks & Open Space Department and Conservation Halton;
  - (h) prepare and submit grading plans for all lots/blocks backing onto the watercourse block/open space area/woodlot/stormwater management block to the satisfaction of the Development Services Department, Parks and Open Space and Conservation Halton;
  - (i) 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 Planning Services Department in accordance with the Development Engineering Procedures and Guidelines Manual;
  - (j) not undertake any regrading or stockpiling of fill material on the land within 3.0 metres (10 feet) of the watercourse block/open space area without the written permission of the Conservation Halton and to the satisfaction of the Development Services;
  - (k) submit final clearance fee of \$250.00 to Conservation Halton, pursuant to Schedule J of the Region of Halton's Memorandum of Understanding. If the development is phased each phase will require a separate clearance fee;
  - (l) post securities acceptable to the Town Treasurer to assure the rehabilitation of any creek block/open space area which may be disturbed during the development of the subdivision; and
  - (m) obtain the prior written approval of the Conservation Halton for the construction of the creek block, road crossing and storm outlets in accordance with Ontario Regulation 162/06.
- (3) The Owner will include in all agreements of purchase and sale for all lots within the Plan a copy of the grading plan for the lot as well as the following warnings:
  - (a) Purchasers of lots 1, 2 and 3 are advised that home delivery of mail is currently available;
  - (b) Purchasers of lots 4 to 14 inclusive are advised that home delivery of mail is not currently available in this community. All mail will require retrieval from a designated Canada Post Box which will be located within the development;

- (c) Purchasers are advised that Lakeshore Road between Third Line and Fourth Line has been identified as a potential future bus route, and as such, service stops and/or shelters may be erected anywhere along this street in the future;
- (d) Purchasers are advised that the Town of Oakville requires the Owner to cover all the costs associated with the establishment of the urban forest in subdivisions. The Town designs and administers the planting of street trees. Location for street tree plantings along public streets will be determined by the Director of Parks and Open Space. The Owner understands and acknowledges that it is the Town's responsibility to landscape the public road allowance. Therefore, the Owner agrees that he and/or the Builder will not undertake any activity that could interfere with this activity such as planting trees within 8 metres of the public road allowance without written approval by the Town's Parks and Open Space Department, Forestry Section.

In accordance with Corporate Policy #08-03-07 the Town collects funds in order to meet current standards which are subject to change: an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth, trees are a minimum of 50 millimeters in caliper (diameter). This means that not every house is intended to receive a tree, Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision, particularly on narrow building lots. Prior to assumption should any Home Owner be charged for any tree located on the public road allowance, that Owner will be reimbursed by the Town for the cost and the Town will reimburse itself for the cost of the tree and administration out of any security remaining;

- (e) Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes and cable/telecommunication pedestals located in front of their properties;
- (f) Purchasers are advised that their properties abut or are nearby Coronation Park and there is the potential of nuisances associated with noise, odours, lighting and hours of operation of activities within Coronation Park. Prospective purchasers are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including, but not limited to walkways, bike paths, playgrounds, trails, sports fields (lit or unlit), splash pad or visitor parking. The park facilities may be used in the evenings and on weekends;
- (g) Purchasers of Lots 1, 2, 3, 11 and 12 are advised that private landscaping is not permitted to encroach within the Town's road allowance;
- (h) Purchasers are advised that due to site specific sideyard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the sideyard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated;
- (i) Purchasers are advised that prior to the placement of any structures in side and rear yards the Zoning By-law be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work and further that grading alterations or placement of any structure including sidewalks are not permitted within 0.3m (one(1) foot) of all side and rear yards without prior approval from the Town of Oakville;
- (j) The Purchasers of Lot 3 are advised that an easement in favour of the Town of Oakville for access and maintenance is located adjacent to the channel block and has been vegetated to create a natural setting. Be advised that the homeowner is responsible for routine maintenance such as grass and weed cutting;
- (k) Purchasers are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins;
- (l) Purchasers are further advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots;
- (m) 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 in the area and further, 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.

- (n) Purchasers are advised that school buses will not enter constructions sites and pick-up points will be generally located on through streets convenient to the Halton District School Board and furthermore purchasers are advised that pupils may be accommodated in temporary facilities and/or be directed to schools outside the area;
- (o) 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;
- (p) Purchasers are advised that the Town may construct light standards within existing and proposed community parks for the purpose of illuminating playing fields in accordance with current Town of Oakville Policies. The illumination from the playing fields may be visible from the subdivision;
- (q) The following acoustic requirement clauses are to be provided for the Lots as noted below:

Barrier Requirements LOTS 1, 11 and 12

Purchasers/tenants are advised that a sound barrier fence is to be constructed along a portion of the Lakeshore Road flankage portion of the lot in accordance with the Noise Impact Study.

Warning Clause – LOTS 1 to 14 inclusive

Purchasers/tenants are advised that despite the inclusion of noise control features in this development and within the residential units, sound levels due to increasing road traffic on Lakeshore Road may on occasion interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipalities and the Ministry of the Environment's noise criteria. This dwelling unit has been fitted with a forced air heating system and the ducting etc. which was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment's noise criteria. (Note: the location and installation of the outdoor air conditioning devise should be done so as to comply with noise criteria of MOE Publication NRC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

Ventilation Requirements – LOTS 1 to 14 inclusive

Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some of the occupants. This dwelling unit has been fitted with a forced air heating system and the ducting, etc, was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment's noise criteria. (Note: the location and installation of the outdoor air conditioning devise should be done so as to comply with noise criteria of MOE Publication NRC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.); and

- (r) Purchasers will give similar notices to their purchasers ad infinitum. 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.
- (4) The Owner will access the lots via Lakeshore Road to Third Line and vice versa, unless the Town approves an alternate construction access.
  - (5) The Owner agrees that the number of model homes permitted and the specific locations of the model homes shall be approved by the Development Services Section. The Town will permit the Owner to construct a maximum of 1 model home without the Owner completing all the roads within the plan to base course asphalt provided that the model home is first identified in writing to the Town as "a model home" and the Owner has constructed access roads to base course asphalt to permit access to the model home. In addition to the foregoing, the Owner agrees not to apply for a model home building permit until Council has approved the subdivision agreement. The Owner will not permit occupancy of any model home until all roads within the plan are constructed to base course asphalt. The Owner agrees to save

- harmless and fully indemnify the Town from and against any and all claims, losses, damages and costs (including legal costs) of whatsoever kind, which may be incurred directly or indirectly as a consequence of the construction and use of model home.
- (6) The Owner will insert a clause into all offers of purchase and sale for residential lots and residential units, 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."
  - (7) The Owner agrees to erect and maintain all appropriate signage prior to building permit issuance and to the satisfaction of the Halton Catholic District School Board at all major entrances into the development advising prospective purchasers that a permanent school is not available and that alternate accommodation and/or bussing will be provided.
  - (8) The Owner agrees to erect and maintain signs advising prospective purchasers that pupils may be directed to schools outside the area. Specific wording is to be provided by Halton District School Board.
  - (9) The Owner agrees that should the development be phased, a copy of phasing plan indicating the sequence of development, the land area, the number of lots, blocks and units in each phase, must be submitted to the satisfaction of the Halton Region's Senior Planner, the Town of Oakville Engineering and Construction, Transit, Conservation Halton, Halton District School Board, Oakville Hydro, Parks and Open Space, Development Services and Planning Services Departments prior to final approval.
  - (10) The Owner provide in the sales offices, if a sales office is constructed, a large coloured map, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department.
  - (11) The Owner agrees to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities
  - (12) The Owner agrees that prior to approval of any site alteration and/or preservicing, a Tree Protection Methodology Report and corresponding grading plan is to be prepared to the satisfaction of the Development Services to address the removal of the existing asphalt surface within proposed Lots 4 to 11, inclusive. The report and grading plans are to indicate the location of all drainage swales relative to the retained trees and to ensure compliance with the minimum tree protection zone limit for retained trees. The TPMR is to also include recommendations on post construction tree remediation methods including root feeding and pruning to be implemented by the Owner, at no cost to the Town.
  - (13) The Owner agrees that for any Town trees approved to be removed, to provide financial compensation to the Town in terms of the replacement value, and/or at the Town's option, the Owner prepare and implement a supplementary landscape plan for the portion of the plan adjacent to Lakeshore Road to the satisfaction of the Town and Parks and Open Space.
  - (14) The Owner agrees that prior to approval of any site alteration and/or preservicing, the Owner shall provide to the satisfaction of Development Services, a detailed grading plan and Tree Protection Methodology Report to address the proposed design, construction and location of the driveways to be located on Lots 1 to 3. The intent is to accommodate a driveway design and construction methodology which minimizes construction impacts on the adjacent Town trees.
  - (15) The Owner agrees to provide a Tree Protection Methodology Report and grading plan is to be submitted and approved by the Town prior to the commencement of any works within the drainage feature located within proposed Lot 3.

- (16) The Owner agrees not to remove or disturb any trees on the subject property without the approval from the Town.
- (17) The Owner agrees to implement a tree preservation plan to the satisfaction of the Town of Oakville prior to the issuance of a site alteration permit and/or prior to receiving approval from the Town to pre-service the subject phase of development
- (18) The Owner agrees to prepare and submit to the Town a tree plan showing the location and species of all existing trees equal to or greater than 130 mm caliper and the trees which are intended to be preserved to the satisfaction of the Parks and Open Space Department and Development Services Department and include the method of preserving these trees during the construction phase.
- (19) The Owner shall prepare and submit to the Town a grading plan showing the existing and proposed grades at the base of the trees after construction to the satisfaction of the Parks and Open Space Department.
- (20) The Owner shall prepare and implement a Landscape Plan for the drainage feature, using native, non-invasive species, to the satisfaction of Conservation Halton.
- (21) The Owner shall obtain a Letter of Advice from Conservation Halton, as per our Level II Agreement with Fisheries and Oceans Canada.
- (22) The Owner agrees that prior to final approval to submit a revised Tree Inventory/Preservation Plan and Landscape Plan to the satisfaction of the Regional Forester.
- (23) The Owner agrees that prior to final approval to prepare and implement a tree planting and landscaping plan for the rear of lots 3, 4, 5, 6 and 7 to the satisfaction of the Town of Oakville Development Services Department.
- (24) The Owner shall implement, at no cost to the Town, the landscape plan for Belvedere Drive in accordance with the plan prepared by Tim Turner as approved by the OMB as per the Minutes of Settlement dated April 27, 2009, between the Town of Oakville and Hush Homes Inc.
- (25) The Owner acknowledges that no building permit will be issued for Lot 6 until Site Plan approval is obtained in accordance with the Minutes of Settlement dated April 27, 2009 between the Town and Hush Homes.
- (26) The Owner acknowledges that there will be a restriction of parking to one side of the road only, the owner agree to advise the prospective purchasers of lots on both sides of the subject street of on-street parking being restricted to one side of the street by means of a notice in the offer of purchase and sale, a sign prominently displayed in the sales office.
- (27) The Owner acknowledges that the driveway within the condominium plan shall not receive a Municipal street name and the 11 condominium units shall have one Lakeshore Road West address with separate unit numbers;
- (28) 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.
- (29) The Owner agrees to prepare a Soil Management Plan with the objective of minimizing excess soil generated from the site to the satisfaction of the Development Services Section.
- (30) The Owner agrees to provide and implement a "Fencing Plan" for all of the required fencing within the subdivision to the satisfaction of the Town of Oakville prior to building permit clearance.
- (31) The Owner acknowledges and agrees to implement the recommendation of the noise reports prepared by MMM Group dated March 16, 2010, with respect to noise attenuation measures including warning clauses and provisions for noise barriers for Lots 1, 11 and 12 to the satisfaction of Development Services and Halton Region Senior Planner. The Owner further agrees to install this fence entirely on private property and that the maintenance of the fence remains with the homeowners.
- (32) 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.
- (33) The Owner agrees to satisfy the telecommunications provider with respect to their land requirements.
  - (34) The Owner shall agree in the agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunications services. Easements may be required subject to final servicing decisions. In the event of conflict with the existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
  - (35) The Owner is hereby advised 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 a connection to and/or extension of the existing infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication infrastructure are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management (i.e. 911 Emergency Services).
  - (36) The Owner acknowledges that the suitability of the land for the proposed use is a responsibility of the landowner, and that prior to the registration of the plan, the Owner will have an Environmental Audit undertaken by a qualified professional engineer to ensure that the land is suitable for the proposed use. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses, the engineer must so advise the Ministry of Energy and Environment and the Town of Oakville. The Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use.
  - (37) That for any land to be conveyed to the Town including roads, stormwater management facilities, open space, parts, ravines and buffer areas, the Owner 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.
  - (38) The Owner shall provide to Union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited
  - (39) The Owner agrees to prepare a master plan covering electrical loading and staging for the site using the services of a qualified electrical consultant and contractor to the satisfaction of Oakville Hydro.
  - (40) The Owner agrees to carry out a heritage resource assessment of the subject property and, if recommended, mitigate/salvage/excavate any significant heritage resources found, to the satisfaction of the Regulatory Operations Group of the Ministry of Citizenship Culture, and Recreation. . No grading or other soil disturbances shall take place on the subject property prior to the letter of release from the Regulatory Operations Group of the Ministry of Citizenship Culture, and Recreation
  - (41) The Owner covenants and agrees that prior to requesting a building permit for any lot or block, it will deliver to the Town a certificate of the Owner's/Builder's solicitor, addressed to the Town, certifying that the warning clauses contained in Schedule M, Section 3 herein have been included in, and form part of the agreements of purchase and sale for the applicable lots or blocks. Such certificate shall further contain the undertaking by the Owner's solicitor to the Town that the solicitor will forthwith advise the Town in writing, if at any time, the warning clauses cease to be incorporated into the agreements of purchase and sale, and shall further undertake to advise the Town, in writing, if the solicitor ceases to represent the Owner.
  - (42) 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.
- (43) The Owner acknowledges, in writing, that the registration of this plan may not take place until confirmation is received from the Senior Planner of the Planning and Public Works Department that the Letter of Credit required for the single detached equivalent units has been received by Halton and the Development Charge Agreement has been executed with the Region of Halton.
  - (44) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by Halton Region's Development Coordinator, that sufficient water capacity exists to accommodate this development.
  - (45) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by Halton Region's Development Coordinator, that sufficient Wastewater Plant capacity exists to accommodate development.
  - (46) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by Halton Region's Development Coordinator, that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.
  - (47) The Owner shall contact the Regional Services Permit Section for review and approval of the proposed water and sanitary servicing, to obtain water and sanitary sewer Service Permits, and pay all necessary fees.
  - (48) The Owner agrees that any existing water services and/or sanitary service laterals be disconnected from the system and abandoned must be decommissioned per the standards and specifications of the Region of Halton. The Owner is advised to contact Halton's Planning and Public Works Department, Service Permit Section for details on abandoning water and sanitary services.
  - (49) The Owner agrees that prior to registration of the condominium plan to obtain water and wastewater servicing permits and pay all necessary fees to the satisfaction of Halton Region's Development Coordinator, Halton Planning and Public Works.
  - (50) 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 nutrient loadings from entering the natural stream systems as a result of land development practices.
  - (51) The Owner agrees to post additional lot grading security in the amount of \$1,500 per single family lot or condominium unit. It is further understood that reductions of this security will be granted subject to receipt of the Owner's engineer's certificate confirming that the lot grading and sodding has been certified to conform to the approved design of the overall subdivision grade control plan and individual plot plans in a manner satisfactory to the Town. A minimum of 25% of the lot grading security shall be maintained by the Town until assumption.
  - (52) The Owner shall pay cash-in-lieu of parkland in the amount of \$337,182.00 prior to the registration of the plan.
  - (53) The Owner agrees to provide permanent fencing to demarcate the boundaries between private land and public land prior to the application for building permits to the satisfaction of the Development Services Department and Parks and Open Space Department.
  - (54) The Owner agrees to install a 1.2 metre high black vinyl coated chain link fence along the common boundary line with Coronation Park, set back 0.3 metres on Town property. The fence must be installed prior to building permit on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the woodlot/open space area/stormwater management pond to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space.
  - (55) The Owner is to provide a 6 metre wide easement in favour of the Town for maintenance access for the drainage feature located on Lot 3.

- (56) The Owner agrees to provide a fire break plan and other fire prevention measures to the satisfaction of the Town of Oakville.
- (57) The Owner agree to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans: an appropriately sized sidewalk section (concrete pad), as per municipal standards and Canada Post standards, to place the Community Mailboxes on (a copy of the Standards will be provided upon request). The developer further agrees to provide these cement pads during sidewalk pouring and will notify Canada Post of the locations as they are completed; any required walkway across the boulevard, as per municipal standards; any required curb depressions for wheelchair access; multiple Blocks will have the appropriate Canada Post Delivery Policy applied as the required information becomes available and it is requested that information be provided to Canada Post by the Developer.
- (58) The Owner further agrees to determine and provide and fit up a suitable temporary Community Mailbox locations(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent CMB site locations (a gravel area with a single row of patio stones – spec to be provided). This will enable Canada Post to provide mail service to new residences as soon as homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. (The developer should provide evidence of how they intend to co-ordinate this activity in a timely manner to a safe and clean usable area).
- (59) The Owner shall include on all offers of purchase and sale a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox. The owner/developer further agrees to determine to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- (60) The Owner shall include a clause in the Subdivision Agreement whereby the Developer agrees to ensure that all new home buyers will be officially notified of the exact Community Mail Box locations prior to any house sales. Also that the builder will post in a clear site a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed and approved prior to the start of the house sales for the subdivision.
- (61) The Owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners does a sign off.
- (62) The Owner agrees that during construction when various items of municipal infrastructure are not properly supervised by the Owner's consulting Engineer or not constructed to approved municipal standards, the Town may advise the Owner, in writing, that the maintenance (warranty) period of the works may be extended to a period deemed by the Town.
- (63) 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.
- (64) The Owner covenants and agrees that he is responsible for all required signage on the various blocks which are part of this plan of subdivision and further, that in the event that the Town installs any signs on the Owners behalf, the Owner agrees to reimburse the Town for the supply, erection and relocation of appropriate signs which depict land uses and other information on the subject and adjacent land including notices relating to the bussing of children until the school sites are available and developed

- (65) The Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute "other applicable law" within the meaning of the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, or any successor or replacement legislation and that the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owner's lands or any part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all provisions as set out in Schedule "L" of this agreement. This provision may be pleaded as an estoppel in any Court application brought by the Owner to compel registration of this agreement or issuance of a building permit.
- (66) 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 Subdivision, 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.
- (67) The Owner covenants and agrees to use its best reasonable 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.
- (68) The Owner hereby covenants and agrees to conduct its building operations 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.
- (69) The Owner 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.
- (70) 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 subdivision, 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.
- (71) The Owner agrees to pay for and install all required temporary signage prior to the issuance of any building permits and agrees to ensure that these temporary signs are maintained throughout the construction phase or until the permanent signage is installed.
- (72) The Owner agrees that notwithstanding the provisions of Clause 19(3), the Town may, at its sole discretion, require the securities posted pursuant to this agreement to be retained, in whole, or in part, or additional securities to be posted by the Owner for rectification or warranty of any outstanding works to be constructed under this agreement as a condition of the assumption of the plan.
- (73) The Owner shall obtain condominium approval for the common element roadway identified as Block 16.
- (74) Provisions of Section 19(3) and 23 of the agreement, for the works within the plan identified as “Other Items to Be Secured” in Schedule J, are modified to reduce the maintenance holdback from 25% to 15% in accordance with standard Site Plan approval.
- (75) Insurance provision of Section 9 K of the agreement shall apply only to works outlined in Schedule J “Services to be Secured”
- (76) The Owner agrees that no development will proceed on any of its lands until adequate services are available including water pressure to the satisfaction of the Town’s Fire Department.
- (77) The conditions of draft approval and the Minutes of Settlement between the Town of Oakville and Hush Homes Inc., 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 Registered Plan of Subdivision 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) subdivision 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 subdivision draft plans only require three (3) layers: road network, property lines and street names.

**TABLE 1**

<b>LAYER</b>	<b>OBJECT</b>	<b>ENTITY TYPE</b>	<b>ENTITY DESC</b>
<b>ROW.CLRoad Network</b>	<b>CLRN</b>	<b>CLRoad Network</b>	<b>Centre Line Road Network</b>
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
<b>PROP.Cadastre.</b>	<b>CADA</b>	<b>Cadastre</b>	<b>Property Lines for Parcel Fabric</b>
PROP.Easement	Easement	Easement	Easements
PROP.EaseText	Text	Easement	Easements-Text
PROP.RoadLimit	Limits	Road	Road
<b>PROP.RoadNames</b>	<b>RName</b>	<b>Road</b>	<b>Road Name Text</b>
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

**SCHEDULE "O"**

Conditions of draft approval for Hush Homes Inc. (Plans 24T-08004 and 24CDM-08003) dated April 24, 2009 as well as the Minutes of Settlement between the Town of Oakville and Hush Homes Inc. dated April 27, 2009, form part of this agreement.