

# APPENDIX C

SUBDIVISION AGREEMENT

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33. 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

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.

**DAVIS-MINARDI HOME CORP.**

\_\_\_\_\_  
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:

Part of Lot 20, Concession 1 North of Dundas Street.

**SCHEDULE 'A-1'**

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

M-Plan prepared by Rady-Pentek & Edward Surveying Ltd. showing the following:

360 Lots, 1 - 360, inclusive,

52 Blocks, Blocks 361 - 412

Reference File No. 24T-05016, SD-580

Registered Plan 20M-

**SCHEDULE 'A-2'**

Davis-Minardi Home Corp and Denbridge Developments Inc.

8600 Dufferin St., Vaughan

L4K 5P5

**SCHEDULE 'B'**

**ROADS, SIDEWALKS AND SITE WORK**

**WORK TO BE DONE:**

Construct concrete curbs, roads, sidewalks, sodded boulevards, fencing, asphalt driveway aprons and earthworks. The works are to be performed in accordance with the engineering drawings prepared by David Schaeffer Engineering Ltd. bearing Town File No. SD-580.

**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.

**TOTAL ESTIMATED COST:**

1. Estimated Owner's Total Cost	\$ 3,819,814.50
15% Contingency and Engineering	<u>\$ 512,972.18</u>
<b>SUBTOTAL OWNER'S COST</b>	<b>\$ 4,392,786.68</b>
<b>TOTAL OWNER'S COST</b>	<b>\$ 4,392,786.68</b>

**SCHEDULE 'C'**

**STORM SEWERS**

**WORK TO BE DONE:**

Construct storm sewers, catchbasins, rear lot catchbasins and other appurtenances. The works are to be performed in accordance with the engineering drawings prepared by David Schaeffer Engineering Ltd. bearing Town File No. SD-580.

**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.

**TOTAL ESTIMATED COST:**

Estimated Owner's Total Cost:	\$ 2,543,616.00
15% Contingency and Engineering	\$ 381,542.40
<b>TOTAL OWNER'S COST</b>	<b><u>\$ 2,925,158.40</u></b>

**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**

**WORK TO BE DONE:**

The Owner will design or designate OHEDI to design, supply materials and install the complete underground electrical distribution and street light systems within the Plan, and all other necessary work pertaining to the project, except for the energizing and connection to existing plant and secondary connections, from the property lines to the 200 A meter bases. This work will be done in accordance with engineering drawings UH-2136A to H inclusive prepared by RTG Systems Corporation and approved by the Oakville Hydro Distribution Inc.

**SPECIFICATIONS:**

All work is to be performed in accordance with the Oakville Hydro Electricity Distribution Inc. Underground Residential Distribution Specifications – Schedule 4 – latest revisions and Standard Drawings.

**ESTIMATED TOTAL COST:**

1. Owner's distribution system and street lighting	\$ 2,520,000.00
2. Oakville Hydro Electricity Distribution Inc. charges and service cost	
(a) Administration charge	\$ 0.00
(b) Design/drafting	\$ 29,910.00
(c) Hydro labour	\$ 65,000.00
(d) Service/connection cost	\$ 521,000.00
(e) Other	\$ 80,000.00
<b>TOTAL</b>	<b>\$ 3,215,910.00</b>
Total Hydro Securities required (50% of total estimated cost):	<b>\$ 1,607,955.00</b>

**APPLICABILITY OF THE ONTARIO ENERGY BOARD'S DISTRIBUTION SYSTEM CODE**

Oakville Hydro Electricity Distribution Inc. acknowledges that the Ontario Energy Board, as a result of its Decision in the Matter of the Minister's Directive dated June 7, 2000 (OEB File No. RP-2000-0069), has determined, by letter dated November 1, 2000 to all licensed electricity distributors, that "All of Chapter 3, *Connections and Expansions* and Subsection 6.2.3 of Section 6.2, *Responsibilities to Generators* come into force on September 29, 2000. These provisions do not apply to projects that are the subject of an Agreement entered into before November 1, 2000." Oakville Hydro Electricity Distribution Inc. also acknowledges that as a licensed distributor of electricity in the Province of Ontario, it is subject to those provisions of the Distribution System Code presently in force.

The Parties agree that the Owner shall remain responsible for one hundred percent of the cost of the works set out herein, subject to the provisions of Chapter 3 of the Code. The Parties agree further that should the application of the code require that the Owner be reimbursed for any monies spent in constructing the electrical distribution and street lighting systems, such reimbursement will be paid to the Owner in the following manner:

- (a) once it has been calculated, the total amount of the required reimbursement shall be divided by the number of residential lots shown on the plan, and the reimbursement shall be made on a lot-by-lot basis;
- (b) Oakville Hydro Electricity Distribution Inc. shall not be required to pay to the Owner the proportionate amount of the reimbursement for a lot on the Plan until the purchaser of a residential dwelling unit constructed on the lot has taken possession of the completed unit, an account for electricity distribution service to the unit has been opened with Oakville Hydro Electricity distribution Inc., and electricity distribution service to the unit has commenced; and
- (c) Oakville Hydro Electricity Distribution Inc. shall pay the proportionate amount of the reimbursement for a lot on the Plan within sixty (60) days following the later of the calculation of the required reimbursement and the commencement of electricity distribution service to the residential unit constructed thereon.

**Comments:**

The above costs are only an estimate under 2009, prices and are subject to change without notice (Section 18, Item 7).

These costs will be paid directly to Oakville Hydro.

**SCHEDULE 'G'**

**DRAINAGE AND EROSION CONTROL**

**WORK TO BE DONE:**

Construct sedimentation and erosion control measures and appurtenances. The works are to be performed in accordance with the engineering drawings prepared by David Schaeffer Engineering Ltd. bearing Town File No. SD-580.

**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.

Siltation Control	\$ 71,820.00
15% Contingency and Engineering	\$ <u>10,773.00</u>
<b>TOTAL OWNER'S ESTIMATED COST</b>	<b>\$ <u>82,593.00</u></b>



**SCHEDULE 'H'**

**LANDSCAPING AND FENCING**

**WORK TO BE DONE:**

All fencing, grading, sodding, seeding, planting and pathway works as shown on the plans prepared by Cosburn Giberson

**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** **\$ 2,049,397.50**

LESS: Estimated Cost of Works to be done on behalf of the  
Town pursuant to Schedule "K"

Village Square (.274 ha. @ \$1,404,510.00/ha)	\$ 385,000.00
NHS Core Trails (380 m @ \$664.67/m)	\$ 175,000.00
Shannon's Creek Rehabilitation (.18 ha @ \$353,353.00/ha)	<u>\$ 490,000.00</u>

**TOTAL COST OF WORKS ON BEHALF OF TOWN** **\$ \$1,050,000.00**

**OWNER'S COST:**

Street Trees	\$ 378,900.00
Rear Lot Acoustic Fencing	\$ 74,850.00
Walkway Blocks 385 & 386 Landscaping	\$ 32,300.00
SWM Pond Landscaping	<u>\$ 285,600.00</u>
Sub Total	\$ 771,650.00
15% Contingency and Landscape Architect	<u>\$ 115,747.50</u>

**TOTAL OWNER'S COST** **\$ 887,397.50**

**NOTES:**

\* **Securities for Shannon's Creek Trail east side will not be required as part of this phase of development. The Securities for Shannon's Creek west side will not be reduced until the east side works are complete.**

## SCHEDULE 'T'

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:**

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 Block numbers refer to the latest draft "M" plan filed with the Town unless otherwise indicated.

- (a) **SWM Pond:**  
Block 384
- (b) **For Open Space:**  
Blocks 390, 392, 394, 395
- (c) **For a Park:**  
Block 387
- (d) **For Walkways**  
Blocks 385, 386
- (e) **For Town Servicing Blocks**  
Blocks 388, 389
- (f) **For Town Future Road**  
Block 391
- (g) **0.30 Metre Reserves:**  
Block 403
- (h) **Dedications to Halton Region:**  
Blocks 398-402, 404, 405, 406 and 411 for Regional 0.3m Reserves\*  
Blocks 396, 397, 407, 408, 409, 410 and 412 for Regional Road Widening\*
- (i) **For Town Easements: For Storm Sewers (RLCB):**  
Part of Lots 35,36,43,44,47,48,51,52,57,58,61,62,65,66,81,82,88,91,92,114,115,118,119,  
122, 123, 126, 127,130,131,135,136,139,140,143,144,147,151,152,155,156, 159,160, 161,  
175, 179, 180,185,198,208,209,214,215,218,219,251,254,255, 259,260,267,268,272, 273,  
278,279,284,285,289,290,298,299,301,302,303, 304,306,307,308,309,310,311, 313, 314,  
316,317,319,320,336,337,340,341, 344,345,349,350,351,352,356,357, designated as parts  
1-99, Plan 20R-\_\_\_\_\_ (RPE file 09162r01a)
- (j) **For Oakville Hydro Easements:**  
Part of Blocks 384,393,404, designated as Parts 1-4, Plan 20R-\_\_\_\_\_ (RPE file 09162r02b)
- (k) **For Town Temporary Turning Circle:**  
Part of Blocks 361,368,388, designated as Parts 100-102, Plan 20R-\_\_\_\_ (RPE file 09162r01a)
- (l) **For Town Easements: For Storm Sewer:**  
Part of Blocks 383,410,411,412, designated as Parts 103-106, Plan 20R-\_\_\_\_ (RPE file  
09162r01a)

\* At the discretion of Halton Region Blocks 406 and 411 for 0.3 metre reserves and Blocks 407, 408, 409, 410 and 412 for road widening may be returned to the Owner at a future date as agreed to by Halton Region.

External transfers or easements being Parts 1 and 4 Plan 20R-\_\_\_\_ (RPE file 09162r03e)

External easements for Oakville Hydro over Part 4 Plan 20R-\_\_\_\_ (RPE file 09162r03e)

**SCHEDULE 'J'**

**SUMMARY OF FINANCIAL OBLIGATIONS**

**SERVICES TO BE SECURED**

Roads, sidewalks and sitework	Schedule 'B'	\$ 4,392,786.68
Storm sewers	Schedule 'C'	\$ 2,925,158.40
Drainage and erosion control	Schedule 'G'	\$ 82,593.00
Landscaping Including Street Trees	Schedule 'H'	\$ 887,397.50
Lot grading – (521 units @ \$1,500/)	Schedule 'M(36)'	\$ 781,500.00
<b>TOTAL TOWN SERVICES TO BE SECURED</b>		<b>\$ 9,069,435.58</b>

**SECURITY FOR ELECTRICAL DISTRIBUTION AND STREET LIGHTING (Schedule F)** \$ 1,607,955.00

SUPERVISION TOWN SECURED– SECTION 21 – 5.5% of \$9,069,435.58	\$ 498,818.96
HST No. R121742456 (13%)	\$ 64,846.46
<b>TOTAL CASH PAYMENT</b>	<b>\$ 563,665.42</b>

**OTHER ITEMS TO BE PAID IN CASH**

Street Light Energization	\$ 11,025.00
Street Sign Pre-payment Deposit	\$ 13,230.00
<b>TOTAL OTHER ITEMS TO BE PAID IN CASH</b>	<b>\$ 24,255.00</b>

**OTHER ITEMS TO BE SECURED**

Schedule K Landscaping	\$ 1,050,000.00
Garbage security	\$ 25,000.00
Subdivision Signage	\$ 10,000.00
Street Cleaning security	\$ 50,000.00
Open space protection security	\$ 30,000.00
Neyagawa Boulevard Infrastructure – Schedules M(128)	\$ 1,168,296.18*
<b>TOTAL OTHER ITEMS TO BE SECURED</b>	<b>\$ 2,333,296.18</b>

\* Estimated number only

**SCHEDULE 'K'**

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

**WORK BEING DONE ON BEHALF OF THE TOWN**

Village Square (Capital Project Ref. 52211206)	\$385,000.00
NHS Core Trails (Capital Project Ref. 52241002)	\$175,000.00
Shannon's Creek Rehabilitation - (Capital Project Ref. 52241003)	<u>\$490,000.00</u>

**TOTAL – WORKS ON BEHALF OF TOWN** **\$1,050,000.00**

## 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 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(27)** - 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(52)** – 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.

**Schedule M(8)** – 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.

**Schedule M(15)** – The Owner 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(53)** – The Owner agrees to pay for and install all required temporary signage as per the approved Traffic and Parking Management Plan 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.

**Schedule M(97)** – The Owner will design, construct and have in operation (including established vegetation) all stormwater management and watercourse blocks prior to the issuance of building permits to the satisfaction of Conservation Halton.

**SCHEDULE 'L'**

**CLEARANCE OF LOTS FOR BUILDING**  
**(Cont'd)**

**ADDITIONAL NOTES**

**Schedule M(37)** – The Owner agrees not to request building permits for Lots 114 to 146 inclusive, 176, 206, 308 to 321 inclusive, 348 to 353 inclusive and 360 prior to the installation of the chain link fence.

**Schedule M(75)** – The Owner installs a 1.2 metre high black vinyl coated chain link fence along the common boundary line, setback 0.3 metres on Town property, between the natural heritage system/parkland blocks and the abutting lots and/or blocks. The fence must be installed prior to building permit issuance on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the natural heritage system /parkland blocks to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space Department.

**Schedule M(133)** – The Owner agrees and prior to the submission of individual building permit applications, that the control architect shall have reviewed the drawings and shall have stamped and signed the drawings certifying compliance with the approved North Oakville Urban Design and Open Space Guidelines, all at the expense of the Owner.

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

The provision of this Schedule "M" form part of the Industrial Subdivision Agreement (the "Agreement") to which this schedule is appended. In the event of a conflict between any provisions of the Agreement and this Schedule "M", the provisions of this Schedule "M" shall prevail.

- (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 control requirements on-stream, and outlining siltation controls required prior to and during the construction of the subdivision to the satisfaction of the Conservation Halton and the Development Services Department;
  - (c) any exposed soil within a watercourse block, either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized 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 regrading along the rear of lots and blocks adjacent to the NHS blocks to the satisfaction of the Development Services Department, Parks and Open Space and Conservation Halton; and further that the owner agree to maintain the fence until all final landscaping has been completed;
  - (g) prepare and submit grading plans for all lots/blocks backing onto the NHS, watercourse block, open space area, woodlot or stormwater management blocks to the satisfaction of the Development Services Department, Parks and Open Space and Conservation Halton;
  - (h) storm sewerage, lot grading and street grading must be in conformity with the Town of Oakville's Storm Drainage Policies and Criteria Manual and to the satisfaction of the Planning Services Department in accordance with the Development Engineering Procedures and Guidelines Manual;
  - (i) undertake no regrading or stockpiling of fill material within Blocks 384, 390, 391 and 392 or within 7.5 metres of Blocks 384, 387, 390, 391 and 392 or within 30 metres of a wetland, whichever is greater, without the written permission of the Conservation Halton and to the satisfaction of the Development Services Department and Parks and Open Space;
  - (j) submit final clearance fee 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;
  - (k) post securities acceptable to the Town Treasurer to assure the rehabilitation of any creek block/open space area and NHS lands which may be disturbed during the development of the subdivision; and
  - (l) obtain a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any development or site alteration within the regulated area including, but not necessarily limited to, grading works within the flood plain, trails, stormwater management facility outlets and watercourse crossings.
- (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) All mail will require retrieval from designated Canada Post Boxes which will be located throughout the development;
- (b) Purchasers are advised that Sixteen Mile Drive and North Park Boulevard are designated Transit Routes and as such, service stops and/or shelters may be erected anywhere along this street in the future. Purchasers are further advised that these Transit Routes will eventually connect to the future development east of this subdivision.
- (c) 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 purchasers agrees that they 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 current standards, which are subject to change, are to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth, 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;

- (d) Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes, cable/telecommunication pedestals and on street parking restrictions located in front of their properties within the Town's road allowance or on easements;
- (e) Purchasers are advised that their properties abut or are nearby North Park and there is the potential of nuisances associated with noise, lighting and hours of operation of activities within North 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;
- (f) Purchasers of all Lots are advised that private landscaping is not permitted to encroach within the Town's road allowance. Any unauthorized encroachments are to be removed prior to Assumption;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) 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 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;
- (l) Purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area



yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area;

- (m) Purchasers are advised that school buses will not enter cul-de-sacs and pick-up points will be generally located on through streets convenient to the Halton District School Board. Additional pick-up points will not be located within the subdivision until major construction activity has been completed;
- (n) Purchasers are advised that school buses will not enter construction 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:

**WARNING CLAUSES**

Barrier Requirements - Lots 281, and 301 to 307 inclusive

“Purchasers/tenants are advised and hereby put on notice that a sound fence is located inside the lot line within the rear/side yard of this lot and that the said sound fence shall not be altered or removed. It shall be the obligation of the owner of this lot to maintain and keep in good working repair that portion of the sound fence situated on the lot.”

Provision for Air Conditioning – Lots 1 to 18 inclusive, 186 to 197 inclusive, 221 to 241 inclusive, 283, 284, 309 and 310 and Blocks 365, 366, 367, 368 and 371

”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 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.” and further “This dwelling unit has been fitted with a forced air heating system and the fans, ducts etc. are sized to accommodate the installation of a central air conditioning system if it is found necessary by the owner/occupant at any time in the future. If air conditioning is to be provided at a later date, the outdoor unit shall be located in a noise insensitive location. The final installation shall meet the Ministry of Environment criteria in Publication NRC-216, and other applicable levels specified by the municipality.”

Lots 1 to 18 inclusive, 186 to 197 inclusive, 221 to 241 inclusive, 281, 282, 283, 284, 301 to 310 inclusive and Blocks 365, 366, 367, 368 and 371 to 381 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 Dundas Street and/or Neyagawa Boulevard may continue to be of concern, occasionally interfering with some activities of the dwelling unit occupants as the sound levels exceed the Municipalities and the Ministry of the Environment’s noise criteria.”

Lots 241, 281, 282, 283, 284 301 to 308 inclusive and 372 to 381 inclusive

”Purchasers/tenants are advised that due to the proximity of the future Oakville North Satellite Operations Depot & Patrol Yard, the noise from the Oakville Yard, including but not limited to that of warning services, at times may be clearly audible and that the yard’s operations may take place throughout the day and night.”;

- (r) Purchasers of Lots 114 – 146, 308 to 321, 348 to 353 and 360 are advised that a walkway abuts the subject property consistent with the North Oakville East Trails and Cycling Plan and may become of concern, occasionally interfering with activities of the dwelling occupants;
- (s) Purchasers of Lots 114 – 146, 176, 206, 308 to 321, 348 to 353 and 360 are advised that a Town owned chain link fence has been installed along the rear lot lines and is not to be altered in any way without prior written permission from the Town;

- (t) Purchasers of Lots 307, 308 and 309 are advised that a walkway and future potential pedestrian grade separation is intended to be constructed adjacent to their lots consistent with the North Oakville East Trails and Cycling Plan and may become of concern, occasionally interfering with activities of the dwelling occupants.;
- (u) Purchasers of Lots 133 and 134 and the northerly unit of Block 377 and the southerly unit of Block 378 are advised that there units abut a public walkway;
- (v) Purchasers of Lots 176 and 206 are advised that their properties abut a block designated as Village Square;
- (w) Purchasers of Lots and units are advised of the following Town principles and standards:
- The North Oakville Community is founded on the principle of public transit as a priority and as such buses with varying frequencies of services are expected to operate throughout the neighbourhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along the roadways of this community. Transit infrastructure including bus stops and bus shelters may be located on municipal streets within subdivisions either as temporary and/or permanent features.
  - Purchasers are advised that winter maintenance including snow plowing on laneways will be provided at a reduced level of service in accordance with Town standards.
  - Purchasers are advised that village squares will contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Village Squares may also contain community mailboxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.
  - Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements.
  - Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property owner. This will be most evident in close proximity to parks, schools and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.
  - Driveway entrance widenings or modifications **will not be permitted** where they impact on the availability of on-street parking space. Property owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal/family vehicles may be limited or unavailable.
  - Purchasers/tenants are advised that the dwellings are to be Energy Star Certified based upon the applicable legislation as of the date of draft approval. Any alteration to the dwelling may compromise the status of the Energy Star Certification.
- (x) Purchasers of Lots 114 – 146, 308 to 321, 348 to 353 and 360 are advised that these lots are adjacent to the NHS, and the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that direct access will not be permitted by gates or otherwise to the Natural Heritage System, parkland blocks or walkways. The Town may enter upon such lots or blocks, without thereby committing trespass, to remove such gates or openings and the cost therefore shall be a charge upon such lots or blocks until reimbursement is made to the Town;. In addition, dumping of yard waste or other household materials is also prohibited;
- (y) Purchasers of Lots 114 – 146, 308 to 321, 348 to 353 and 360 and Blocks 365 to 368 inclusive are advised that these lots are adjacent to or near channel blocks, and stormwater management blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails;
- (z) Purchasers of lots or units abutting Community Parks 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;

- (aa) Purchasers of Lots 281 and 301 to 308 inclusive are advised that the Town intends to build a Public Works Yard, west of Neyagawa Boulevard in the vicinity of these lots. Nuisances with the operation this facility may occur;
  - (bb) Purchasers of lots or units in the area of Sixteen Mile Drive, North Park Boulevard and Trailside Drive are advised that these roads are to be extended at some future date when adjacent lands develop; and
  - (cc) 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) In cases where offers of purchase and sale have already been executed, the Owner must send a letter to all purchasers which includes the above statements.
  - (5) The Owner will access the lots via Neyagawa Boulevard and Dundas Street and vice versa, unless the Town approves an alternate construction access.
  - (6) 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 20 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.
  - (7) 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."
  - (8) 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.
  - (9) 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.
  - (10) 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.
  - (11) 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.

- (12) The Owner agrees to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities
- (13) The Owner provide a certificate signed by the surveyor and the Owner stating that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.
- (14) 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.
- (15) The Owner 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.
- (16) The Owner acknowledges and agrees to implement the recommendation of the noise reports prepared by SS Wilson Associates dated May 21, 2010, with respect to noise attenuation measures including warning clauses and provisions for noise barriers for this subdivision to the satisfaction of Development Services and Halton Region Senior Planner. The Owner further agrees to install this fence entirely on private property to the satisfaction of the Town and Halton Region prior to occupancy and that the maintenance of the fence remains with the homeowners.
- (17) 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.
- (18) 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.
- (19) 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).
- (20) The Owner acknowledge that the suitability of the land for the proposed use is a responsibility of the Owner, and that prior to the registration of the plan, the Owner 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 the 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.
- (21) 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.
- (22) 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.

- (23) 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.
- (24) The Owner agrees that prior to any site alteration to carry out a heritage resource assessment (archaeological survey) of the subject property and, if recommended, mitigate/salvage/excavate any significant resources to the satisfaction of the Regulatory Operations Unit of the Ministry of Culture. No grading or other soil disturbance shall take place on the subject property prior to the letter of release from the Regulatory Operations Unit of the Ministry of Culture. The Owner shall provide Halton Region and the Town with a copy of the letter of release from the Regulatory Operations Unit of the Ministry of Culture regarding the heritage resource assessment.
- (25) The Owner agrees to make a contribution to the Town of Oakville in the amount of \$40,000 to assist in the conservation of heritage resources in the Town of Oakville.
- (26) The Owner is to provide and install at their cost, an interpretative metal plaque of a design and size consistent with the markers of the Oakville Heritage Trails Program to commemorate the former Emily Biggar Farmhouse. Such plaque is to be placed in a publicly visible location on the subject lands, outlining the history and architecture of the Emily Biggar Farmhouse. Details of the location, design, content and location of the plaque are to be submitted for review and approval of the Manager of Heritage Planning and the Director of Parks and Open Space.
- (27) 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.
- (28) 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.
- (29) 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.
- (30) 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.
- (31) 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.
- (32) 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.
- (33) 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.
- (34) 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.

- (35) 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.
- (36) The Owner agrees to post additional lot grading security in the amount of \$1,500 per single family unit as itemized in Schedule J. 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.
- (37) The Owner agrees not to request building permits for Lots 114 to 146 inclusive, 176, 206, 308 to 321 inclusive, 348 to 353 inclusive and 360 prior to the installation of the chain link fence.
- (38) The Owner agrees to provide a fire break plan and other fire prevention measures to the satisfaction of the Town of Oakville.
- (39) The Owner agrees to ensure that all new home buyers are 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.
- (40) The Owner agrees 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.
- (41) 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).
- (42) 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.
- (43) The Owner shall 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.
- (44) 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.

- (45) 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.
- (46) 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
- (47) 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.
- (48) 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.
- (49) 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.
- (50) 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.
- (51) 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.
- (52) 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.
- (53) The Owner agrees to pay for and install all required temporary signage as per the approved Traffic and Parking Management Plan 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.
- (54) The Owner agrees to pay for and install all permanent signage within six (6) months of the first building occupancy as per the approved Traffic and Parking Management Plan. In the event that the Owner fails to install the permanent signage in the required timeframe the Town may carry out the work on behalf of the Owner, and will charge the Owner a 100% administration surcharge for all costs incurred by the Town in carrying out this work.
- (55) 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.
- (56) In the event that Oakville Town Council approves a new standard form subdivision agreement with new holdback provisions subsequent to the registration of the subject plan, the holdback provisions of this agreement may be administered in a manner consistent with holdback provisions of new subdivision agreement.
- (57) Insurance provision of Section 9 K of the agreement shall apply only to works outlined in Schedule "J" "Services to be Secured".
- (58) The Owner acknowledges that the subdivision agreement may provide for repayment of the work done on behalf of the Town first through credits against the component of the development charge from which the payment is to be made as building permits are issued and the balance will be paid to the Owner in the year the project is funded in the Capital Budget.
- (59) The Owner agree to submit progress reports for any DC reimbursable items identified to be reimbursed through DC credits in a form satisfactory to the Town's Finance Department. Further the owner agrees to abide by the Town's requirements for matters dealing with DC credits.
- (60) The Owner agrees that Blocks 382, 388 and 389 within the draft plan of subdivision are, independently, unsuitable for residential development. The owner further agrees to co-operate with adjacent land owners(s) to effect any land assembly required to



- ensure that such blocks are developed in conjunction with the abutting lands in accordance with the approved Zoning By-law.
- (61) The Owner agrees to implement their applicable Minutes of Settlement/Agreements (received January 2007, August 13, 2007 and the North Oakville Master Parkland Agreement) with the Town of Oakville to the satisfaction of the Town.
  - (62) The Owner provide the Town with a letter from the Trustee confirming that the Owner is in compliance with the Cost Sharing Agreement and s.4.7 of the North Oakville East Master Parkland Agreement prior to the release for registration of each phase of the plan of subdivision.
  - (63) The Owner retain qualified hydrogeologist consultants to review with the adjacent residents the status of their well water supply before construction is initiated, and that, if this supply of water is diminished or in any way affected by the construction on the subject lands during or after development of the lands, the applicant agree to provide water to the adjacent residents in a manner which is satisfactory to the Region of Halton.
  - (64) The Owner agrees to have an Energy Star qualified inspector prepare an Energy Star compliant “Building Package” or “Custom Building Package” with respect to housing design and construction techniques and implementation methods to ensure registered Energy Star certification, as of the day of draft plan approval, for all of the residential units within the draft plan.
  - (65) The Owner agrees to offer Energy Star Appliances to all prospective purchasers. The Owner shall provide related promotional material such as brochures advertising the provision of such appliances to the satisfaction of the Town of Oakville.
  - (66) The Owner shall agree to prepare and implement to the satisfaction of the Town a complete Composite Utility Plan showing all features that occupy space within the public streets, inclusive of all utilities (hydro, telecom, gas), fire hydrants, street trees, streetlights poles, driveway locations, cycling facilities, sidewalks, pedestrian walkways, community mailboxes, pavement markings and on-street parking spaces. The Owner shall be entirely responsible for implementation of the plan including all financial costs.
  - (67) The Owner agrees at their cost to implement a municipal tree planting program for all public roads in accordance with the approved Composite Utility Plan. The selection of species, caliper and timing of work shall be undertaken in consultation with the Parks and Open Space Department and Development Services Department and in accordance with the latest Town standards and specifications within the final and approved North Oakville Urban Forest Strategic Management Plan, where applicable.
  - (68) The Owner agrees to maintain in a healthy condition all street trees until Assumption. The Owner shall warranty all boulevard trees for a period of 2 years from the date of planting, or the date of Assumption, whichever is greater, unless the warranty extends beyond Assumption.
  - (69) The Owner agree to provide written notice to all purchasers advising as to the anticipated timing of the implementation of the municipal street tree planting program to be undertaken by the Owner.
  - (70) The Owner agrees to facilitate all communications with homebuyers regarding any questions/concerns related to boulevard trees until Assumption.
  - (71) The Owner agrees to submit prior to Assumption an inventory of all boulevard trees planted by species, size, and x/y coordinates in a digital format acceptable to the Parks and Open Space Department.
  - (72) The Owner agrees to plant trees within commercial developments in accordance with Town standards and specifications within the final and approved North Oakville Urban Forest Strategic Management Plan, where applicable.
  - (73) The Owner implement the various provisions of the North Oakville East Master Parkland Agreement (NOEMPA) and further acknowledges that the Town will not release the plan of subdivision for registration unless the Town has received a letter from the Trustee confirming that the Owner is a party in good standing pursuant to the Master Parkland Agreement and the Cost Sharing Agreement.

- (74) The Owner agrees to convey to the Town all Natural Heritage System lands and all parkland/walkways as delineated on the draft plan of subdivision in a condition to the satisfaction of the Town in accordance with the North Oakville East Minutes of Settlement and North Oakville East Master Parkland Agreement.

The Trustee representing all signatories to the existing landowner's agreement shall be responsible for the over-dedication/under-dedication of parkland generated by this proposed development. Compensation for the over-dedication/under-dedication of parkland shall be resolved by the Trustee amongst the signatories to the existing landowner's agreement to which the Town is not a party.

- (75) The Owner installs a 1.2 metre high black vinyl coated chain link fence along the common boundary line, setback 0.3 metres on Town property, between the natural heritage system/parkland blocks and the abutting lots and/or blocks. The fence must be installed prior to building permit issuance on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the natural heritage system /parkland blocks to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space Department.
- (76) The Owner agrees to place topsoil on lots, boulevards and parkland in accordance with approved Town standards for depth. Further the Owner will agree to provide topsoil that has been tested, screened and amended in accordance with Town standards to the satisfaction of the Parks and Open Space Department, Development Services and Engineering and Construction Department.
- (77) The Owner agrees to provide for the utility servicing stubs for electrical, telecommunications facilities, water and sanitary sewer connections into the Village Square to the satisfaction of the Parks and Open Space Department.
- (78) The Owner agrees to implement cycling and trails plans in accordance with the North Oakville East Trails Plan and the Development Charges By-law to the satisfaction of the Town.
- (79) The Owner agrees not to store any materials upon any park or open space block without written approval from the Parks & Open Space Department.
- (80) The Owner to retain the services of a landscape architect in good standing with the Ontario Association of Landscape Architects. The landscape architect selected to prepare grading, design and landscape construction drawings shall be from a roster of pre-qualified landscape architectural consultants as approved by the Parks and Open Space Department. Further, landscape consulting fees for the design, construction and administration in the development of parkland, walkway and NHS blocks will be based on a fixed fee basis. The fixed fee will be determined through a competitive bidding process.
- (81) The Owner agrees to provide for the preparation and submission of landscape plans including planting, grading, sodding, fencing and the design of park facilities together with cost estimates for the open space system including parkland, walkways, valley land/natural heritage system buffer areas and storm water management facilities; and further, that the applicant finance the provision of the park facilities and the implementation of the landscape plans to the satisfaction of the Parks and Open Space Department and Development Services and in accordance with the Town's Development Charges By-law.
- (82) The Owner prepare and implement a landscape plan, using native, non-invasive species, for the stormwater management pond and the watercourse blocks to the satisfaction of Conservation Halton and the Town of Oakville, based on Conservation Halton's landscaping guidelines.
- (83) The Owner shall dedicate all parkland/walkway blocks to the Town of Oakville and further that the Owner agrees to design and landscape the parkland blocks at their cost which are reimbursable in accordance with the Town's Development Charge Study to the satisfaction of the Parks and Open Space Department and the Development Services Department.
- (84) The Owner acknowledges that assumption of the works identified in Schedule "H" will not be granted until all warranties have expired in relation to works associated with any park or open space block.

- (85) The Owner, in conjunction with their respective consultants, will prepare an open space and parkland information guide, which will be reviewed and approved by the Parks and Open Space Department. This will be included in all purchase packages to potential residents.
- (86) The Owner agrees to revise/update the EIR/FSS to reflect all comments from the Town, Conservation Halton and the Region and to implement all final recommendations contained within the approved EIR and FSS including any addendums (inclusive of all transportation infrastructure - roads, transit, pedestrian and cycling) to the satisfaction of the Town, Region and Conservation Halton.
- (87) The Owner agrees to prepare a Homeowner's Manual regarding infiltration and water conservation (i.e., rain barrels, rain gardens, alternate lawn practices as per the recommendations of the EIR/FSS).
- (88) The Owner shall provide a monitoring procedure and schedule for all storm water management facilities/works immediately after all stormwater management facilities/works becomes operational. All monitoring shall be in accordance with the requirements of the approved Environmental Implementation Report (EIR/FSS) and Development Engineering Procedures and Guidelines Manual. After subdivision construction is complete, monitoring and maintenance is to be undertaken by the Owner for a minimum period of 2 years and in accordance with the Director approved Operations Maintenance and Monitoring Program. Should the monitoring results fail to demonstrate to the unfettered satisfaction of the Director of Development Services and the MOE that the stormwater management facility is meeting the MOE targets for which it was designed and approved, the Owner shall take immediate remedial action and prior to assumption to ensure the performance of the stormwater management facilities/works to the satisfaction of the Town.
- (89) The Owner implement a monitoring program to the satisfaction of the Town and Conservation Halton for Erosion and Sediment control, Stormwater Management (SWM) facilities, modified streams and SWM works, municipal services and trails with the NHS, in accordance with the Water Resources Final Mediation Reports (OMB) dated August 30, 2007.
- (90) The Owner agrees to provide the Town with a cash deposit to be determined as per the maintenance and monitoring requirements of the storm water management facilities. The cash amount will be determined from the detailed storm water management facility design and shall be paid to the Town upon assumption of storm water management facilities as per the Subdivision Agreement. The intent of the cash deposit is to reflect the cost of operating and maintaining the facility for the next 10 years which the Town may use, together with interest thereon for the maintenance and monitoring of these facilities after the Owner's maintenance period has expired.
- (91) The Owner shall erect public and educational signage within the Stormwater Management (SWM) Blocks to identify the general operation of the SWM facilities and list public restrictions for recreational use all to the satisfaction of the Engineering and Construction Department.
- (92) The Owner shall prepare at no cost to the Town, a landscape, restoration and enhancement plan for the Stormwater Management (SWM) facility to the satisfaction of the Development Services Department, Parks and Open Space and Conservation Halton in accordance with the Town's SWM Landscaping Standards. The Owner shall be entirely responsible for the implementation of these features including all financial costs.
- (93) The Owner agrees and acknowledges that modifications and/or channelization of: Shannons' Creek; as approved through an Environmental Implementation Report/Functional Servicing Study, within the Natural Heritage System will be carried out at the Owner's expense, that the Owner shall obtain the required permits from Conservation Halton and that unless specifically agreed, all works shall be completed prior to the lands being conveyed to the Town.
- (94) The Owner convey to the Town a 7 m wide block or easement along the east limit of Block 383 for the purpose of accommodating municipal SWM infrastructure at the sole discretion of the Town.

- (95) The Owner prepares and implements a detailed report on storm water management, in keeping with the final approved EIR/FSS to the satisfaction of the Conservation Halton and the Development Services Department.
- (96) The Owner agrees that if it is determined through detailed design that grade changes are required in order to accommodate development of lots/blocks adjacent to NHS blocks, this grade change must be accommodated outside of the NHS block and the lot lines adjusted accordingly, to the satisfaction of Conservation Halton and the Town of Oakville.
- (97) The Owner will design, construct and have in operation (including established vegetation) all stormwater management and watercourse blocks prior to the issuance of building permits to the satisfaction of Conservation Halton.
- (98) The Owner agrees that all sump pumps will discharge to a pervious surface at the rear of the dwelling and directed toward a designated drainage swale and or catchbasin, where appropriate.
- (99) The Owner agrees to obtain the sign-off of all utility companies regarding the non-standard utility corridor on the Stormwater Management (SWM) block and the associated easements.
- (100) That the interface of Blocks 365 – 368 and Block 388 with Block 384 (Stormwater Management (SWM) pond) be designed to the satisfaction of the Town's Parks and Open Space and Development Services Departments.
- (101) The Owner shall prepare and implement a landscape, restoration and enhancement plan for the storm water management facility and the NHS blocks associated with Shannon's Creek, where disturbed, to the satisfaction of the Conservation Halton, Development Services Department and Parks and Open Space.
- (102) The Owner agrees to the implementation of the final Transportation Impact Study, approved Transit Facilities Plan, Parking Plan and Traffic Management Plan as part of the Composite Utility Plan prior to registration and to the satisfaction of Town.
- (103) That traffic signalization and interconnects be secured and installed to the satisfaction of Halton Region and the Town of Oakville at following locations:
- Sixteen Mile Drive and Neyagawa Boulevard
  - Gardenbrook Avenue and Neyagawa Boulevard
  - North Park Boulevard and Neyagawa Boulevard
- (104) The Owner agrees to prepare a phasing plan to the satisfaction of the Town for the purpose of ensuring an appropriate sequence of development from initial construction to assumption and which reflects the requirements of the approved EIR/FSS, Transit Facilities Plan, Official Plan policies.
- (105) The Owner provides a construction phasing and sequencing plan to the satisfaction of Town that confirms how transit service will operate within the plan, including provisions for safe pedestrian access to designated bus stop locations, such that:
- a contiguous transit service area will be maintained that does not result in lengthy transit routes or "leapfrogging"
  - interim and/or permanent transit streets are to be built first
  - owner is encouraged to construct housing on transit streets first, where practicable
  - roadways to be upgraded to appropriately to accommodate transit vehicles during initial or interim phases
  - permanent or temporary pedestrian facilities to be constructed early and maintained during development for access and routing to bus stop locations
- Where mutually agreed upon between the Owner and the Town, a contribution by the Owner to the Town's early implementation initiative.
- (106) That an interim transit route be approved by the Town and Oakville Transit prior to the development of Phase 1. The interim transit route will be based on the development sequence and distribution of occupied lots.
- (107) That a Functional Design Study including a street signage and pavement marking plan, be prepared by the Owner to the satisfaction of the Town for each phase of development prior to registration to determine the need for any traffic calming, traffic

- control, sight line constraints, interim and permanent bus turning radii and intersection modifications.
- (108) The Owner agree not to request building permits for Lot 113 until such time it has been determined that a temporary transit turn around is no longer required to accommodate interim transit service on Sixteen Mile Drive.
- (109) The Owner agrees not to request building permits for Lots 359 and 360 until such time as North Park Boulevard is extended to the east.
- (110) A Traffic Impact Study (TIS) must be completed by a qualified Transportation consultant for the proposed development. The study must be completed as per Halton's Traffic Impact Study Guidelines. The final study, its assumptions & recommendations must be to the satisfaction of Transportation Services and approved by Halton Region.
- (111) The Owner prepare and submit to the Town for review and approval detailed plans that ensure Lane 132 is capable of accommodating proper fire access which meets the Ontario Building Code, winter maintenance and snow storage and municipal servicing requirements to the satisfaction of the Town prior to registration.
- (112) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region's Development Project Manager that sufficient water capacity exists to accommodate this development.
- (113) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient Wastewater Plant capacity exists to accommodate this development.
- (114) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by the Region's Development Project Manager that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.
- (115) The Owner agrees to conduct a survey of the 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 the Region's Development Project Manager.
- (116) 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 the Region's Development Project Manager.
- (117) 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 the Region's Development Project Manager.
- (118) The development shall be subject to full municipal water and sanitary sewer services to the satisfaction of the Region of Halton.
- (119) The Owner shall agree that pre and post development storm water flows from the site to the existing drainage system on Dundas Street West (Regional Road 5) and Neyagawa Boulevard (Regional Road 4) are maintained both during and after construction, such that there are no adverse impacts to the existing storm drainage system on these roadways, to the satisfaction of Halton Region's Development Project Manager.
- (120) The Owner is required to fund and undertake all infrastructure works required for storm water drainage improvements and upgrades to Dundas Street (Regional Road 5) and Neyagawa Boulevard (Regional Road 4) required to accommodate any post development storm water flows that are generated from this subdivision that exceed pre development flow rates. All costs for any drainage improvements are to include design, construction and implementation for these upgrades.

- (121) The Owner is required to submit a revised Functional Servicing Study outlining in detail the proposed servicing of this property for both the interim and the ultimate servicing scenarios to Halton Region's Development Project Manager, Regional Planning and Public Works Department for review and approval.
- (122) The Owner is required to fund and undertake all internal subdivision infrastructure works required for both the interim and ultimate servicing of this subdivision including, design, construction and implementation of any switchover facilities related to the ultimate sanitary sewer system and water distribution system.
- (123) The Owner is required to implement the conversion of the interim sanitary sewer servicing of this subdivision to the ultimate sanitary servicing upon the completion, commissioning and start of operation of the North Oakville East Sewage Pumping Station (NOE SPS) including all associated equipment, forcemains, trunk sewers and other downstream infrastructure required for this station to the satisfaction of Halton Region's Development Project Manager.
- (124) The Owner is required to implement the conversion of the interim water distribution system for this subdivision to the ultimate water servicing distribution system upon the completion, commissioning and start of operation of the North Oakville Zone 4 Pumping Station and Reservoir including all associated equipment, watermains and other infrastructure is operational in relation to this station to the satisfaction of Halton Region's Development Project Manager.
- (125) The Owner be required to design and construct the trunk sanitary sewer on Sixteen Mile Drive as is required per the Region of Halton's policy for the Design and Construction of Development Charges Projects by the Development Industry. The owner will be responsible for paying all costs associated with these works. The Region will make reimbursement for the cost of designing and constructing the works when the appropriate funding is in place as per the policy.
- (126) The Owner be required to design and construct a 600mm diameter trunk watermain within the limits of this subdivision as required by the Area Servicing Plan for the North Oakville East Secondary Plan and as also required as per the Region of Halton's policy for the Design and Construction of Development Charges Projects by the Development Industry. The applicant will be responsible for paying all costs associated with these works. The Region will make reimbursement for the cost of designing and constructing the works when the appropriate funding is in place as per the policy.
- (127) The Owner shall enter into a subdivision agreement and satisfy all requirements, financial and otherwise, of The Regional Municipality of Halton, including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage works. This agreement is to be registered on title to the lands.
- (128) The Owner agrees to contribute to the costs of the infrastructure works and the estimated costs are noted in Schedule "J" of the agreement (the "Works") to the extent that such costs are paid or payable by the Town of Oakville (the "Actual Costs"), as follows:
- One hundred percent (100%) of the Works that will be for the sole benefit of the Owner;
  - Sixty percent (60%) of the Actual Costs of the Works, exclusive of the costs that are one hundred percent (100%) for the sole benefit of the Town;
  - Ten percent (10%) of a portion of the Actual Costs of the total Works which are payable by the Town, such portion to be determined prior to the execution of the subdivision agreement.
- The Owner shall pay its share of the Actual Costs of the Works and the ten percent of the Town's share of the Actual Costs to the Town, at the time of registration of the first plan of subdivision on the lands of the Owner.
- (129) The Owner agrees to the placement of a 0.3 metre reserve within the road widening block adjacent to the westerly limit of its development lands and on the easterly limit of the lands of the future road widening block, to the benefit of the Town. The Town agrees that it will remove and release said 0.3 metre reserve forthwith upon the full

- payment by the Owner of its portion of the Actual Costs of the Works and the ten percent of the Town's share of the Actual Costs to the Town.
- (130) The Town agrees to use its best efforts to recover part of the costs of the Works by way of contributions toward the Actual Costs of the Works from owners of land which benefit from the construction of the Works. The Town and the Owner agree that any such cost recoveries will be shared in the same proportion as the shares of contribution to the Actual Costs of the Works.
- (131) The Owner agrees to work with the Town and Region to finalize an agreement based upon the required Interim Infrastructure Requirements following approval of the Region's 2008-2009 Allocation Program/Infrastructure Servicing Plan.
- (132) That prior to registration the Owner agrees to select a control architect that shall prepare architectural design guidelines to the satisfaction of the Town based on the approved North Oakville Urban Design and Open Space Guidelines with the cost of this work to be the responsibility of the Owner. All development shall proceed in accordance with the approved architectural design guidelines.
- (133) The Owner agrees and prior to the submission of individual building permit applications, that the control architect shall have reviewed the drawings and shall have stamped and signed the drawings certifying compliance with the approved North Oakville Urban Design and Open Space Guidelines, all at the expense of the Owner.
- (134) The Owner agrees that the Town may undertake periodic reviews of the architectural design control process to ensure compliance. Should inadequate compliance be evident, the Town may cease to accept drawings stamped by the control architect and retain another control architect at the expense of the Owner.
- (135) The Owner agrees to incorporate design considerations in accordance with the Urban Design Guidelines for the following lots and blocks to the satisfaction of Planning Services:
- Lots 129-134, 172 to 176, 206-210, 336, 344, 345
  - All lots/blocks abutting Neyagawa Boulevard, Dundas Street, stormwater management pond (Block 384) and Sixteen Mile Drive
- (136) The Owner agrees to pay for electricity supplied to light the streets in the development until such time as the first homeowners take possession. This will include the supply of power to the street lights, the commodity cost, transmission and independent electricity marketing operator charges, distribution charges and administration fees, details of which will be outlined in the subdivision agreement.
- (137) 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 lot and blocks and units for each phase.
- (138) That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Oakville be submitted to the Halton District School Board.
- (139) The Owner agrees to display in all sales centres and provide to all prospective purchasers an information package including pamphlets prepared by the Town in coordination with Conservation Halton. The information package shall include information on applicable Town policies standards and regulations including but not limited to the significance, sensitivity and appropriate uses and management of the Natural Heritage System, landscaping encroachments, requirements and restrictions in proximity to the public road allowance, community design principles including the transit first principles, nuisances associated with living in proximity to a construction site, major road corridors and parking standards, etc.
- (140) The Owner shall install information signs on all Natural Heritage and park blocks clearly identifying the function of the block and the facilities/amenities to be constructed within the Natural Heritage System or park block prior to registration. The Owner agrees to install signs on all frontages of the Natural Heritage or park blocks at locations to be determined by the Town. The Owners is to maintain these signs in good, readable condition.
- (141) The Owner shall place a sign to be not less than 2 metres by 3 metres on all commercial, parkland blocks, Natural Heritage System blocks and residential blocks

- to advise of the future use of these blocks, and maintain these signs in good condition until such time as the land is developed. This signage is to be erected to the satisfaction of the Town prior to registration.
- (142) The Owner 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.
- (143) The Owner erect an exterior sign, prominently located on the lands being developed, of the approved land use plan, the sign to be not less than 2 metres by 5 metres to the satisfaction of the Town. This sign shall clearly show the approved locations of Canada Post mail boxes.
- (144) The Owner erect signage within the subdivision to the satisfaction of the Town which provides further notice to prospective purchasers regarding the nuisances associated with noise generated by Dundas Street and Neyagawa Drive road corridors.
- (145) The Owner agrees within the subdivision agreement to deliver to the Town the following materials (hereinafter in this section referred to as the "Materials") within the times herein provided:
- i) Prior to registration of the Plan, 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 (herein after referred to as the "Dedicated Lands");
  - ii) Prior to acceptance of Maintenance, a table in form and content acceptable to the Town, and certified by the Owner's Engineer, setting out all materials used in the Town's Work, the dates of their respective installation, together with certification of their fair market value at installation; and
  - iii) Prior to assumption of the Plan, updated certification by the aforementioned Ontario Land Surveyor, Owner's Engineer or Appraiser as applicable, of the Materials and their current fair market value in form and content acceptable to the Town, together with certification in the manner and by the persons set out herein of any works to be assumed by the Town and not previously certified.
- (146) The Owner agrees to submit a Revised Planning Statistics Spreadsheet to the satisfaction of Planning Services based upon the registration of M-Plans.
- (147) The Owner agrees that if any dwelling unit is occupied within the Plan before Assumption of the connecting road system, the Town, through its servants, contractors or agents, may, at its sole discretion, provide winter roadway maintenance to the occupied units in the Plan at the sole expense of the Owner. The Town shall be deemed to have acted as an agent for the Owner and shall not be considered in any way to have accepted or assumed the roads within the Plan upon which maintenance work has been performed.

The Owner hereby acknowledges that if the Town, by providing winter roadway maintenance under the provisions of this Agreement, interferes with the Works or causes damage to such Works, the Owner hereby waives all claims against the Town that it might have arising there from and covenants that it will make no claim against the Town for such interference or damage which was not caused intentionally or recklessly by the Town, its servants, contractors or agents.

Additional conditions which the Owner must meet before the Town will consider providing winter roadway maintenance are as follows:

- a) The base course asphalt must be completed on the road way;
  - b) All catch-basins must be asphalt ramped;
  - c) All other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.
- (148) 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 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 Davis-Minardi Home Corporation and Denbridge  
Developments Inc,(Plans 24T-05016 dated May 31, 2010