

# APPENDIX C

SUBDIVISION AGREEMENT  
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Agreements of purchase and sale, purchasers from Owners will also give similar notices to their purchasers ad infinitum.

- (4) “Owner” for the purposes of section 32(1) shall mean the Owner or its successor provided that development charges are paid in accordance with the provisions of the *Development Charges Act* at the Town’s development charge by-laws.

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.

**FOX FARM DEVELOPMENTS INC.**

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

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

**THE CORPORATION OF THE TOWN OF OAKVILLE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**SCHEDULE 'A'**

**LEGAL DESCRIPTION OF LANDS TO BE DIVIDED**

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

Firstly Part of Lot 29, Con. 1, Trafalgar Road, SDS, designated as Part 1, Plan 20R-18303, Town of Oakville, being all of PIN 25071-0654(LT);

Secondly Part of Lots 29 and 30, Con. 1, Trafalgar Road, SDS, designated as Part 2, Plan 20R-18303, Town of Oakville, being all of PIN 25071-0655(LT);

Thirdly Part of Lot and 30, Con. 1, Trafalgar Road, SDS, designated as Part 1, Plan 20R-18559, Town of Oakville, being all of PIN 25071-0693(LT);

**SCHEDULE 'A-1'**

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

M-Plan prepared by Hunt Surveys Inc., Ontario Land Surveyors, showing Single Detached Lots 1 - 108, Townhouse Blocks 109-111, Residential Medium Density Block 115, Stormwater Management Block 112, Walkway Block 117, Open Space Blocks 118, 119 and 120, Channel Block 121, Park Block 122, Village Square Park Block 114, Residential Reserve Block 123, Buffer Block 124 and School Blocks 113 and 116, all on Reference File No. 037138-Phase-3

**SCHEDULE 'A-2'**

**FOX FARM DEVELOPMENTS INC.**

Attention Mr. Jude Tersigni  
Suite 1400  
4711 Yonge Street  
Toronto, ON M2N 7E4

**SCHEDULE 'B'**

**ROADS, SIDEWALKS AND SITE WORK**

**WORK TO BE DONE:**

Construct concrete curbs, roads, sidewalks, sodded boulevards, and earthworks. The works are to be performed in accordance with the engineering drawings prepared by SCS Consulting Group Ltd. bearing Town File SD569.

**SPECIFICATIONS:**

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

**ESTIMATED TOTAL COST:**

Roads to Base and Top Asphalt	\$ 1,387,000.00
15% Contingency and Engineering	<u>\$ 208,050.00</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 1,595,050.00</b>

**SCHEDULE 'C'**

**STORM SEWERS**

**WORK TO BE DONE:**

Construct storm sewers, catchbasins, and other appurtenances. The works are to be performed in accordance with the engineering drawings prepared by SCS Consulting Group Ltd. bearing Town File SD569.

**SPECIFICATIONS:**

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

**ESTIMATED TOTAL COST:**

Storm Sewers	\$1,768,000.00
15% Contingency and Engineering	<u>\$ 265,200.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$2,033,200.00</b>

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

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

**SCHEDULE 'F'**

**ELECTRICAL DISTRIBUTION AND STREET LIGHTING SYSTEMS**

**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-2151A to E 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	\$ 1,118,000.00
2. Oakville Hydro Electricity Distribution Inc. charges and service cost	
(a) Administration charge	\$ 0.00
(b) Design/drafting	\$ 10,390.00
(c) Hydro labour	\$ 22,600.00
(d) Service/connection cost	\$ 126,000.00
(e) Other	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$ 1,276,990.00</b>
Total Hydro Securities required (50% of total estimated cost):	<b>\$ 638,495.00</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:

- (f) 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;
- (g) 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
- (h) 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 siltation controls and drainage and erosion control works. The works are to be performed in accordance with the engineering drawings prepared by SCS Consulting Group Ltd. bearing Town File SD569.

**SPECIFICATIONS:**

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

**ESTIMATED TOTAL COST:**

Siltation controls	\$ 718,000.00
15% Contingency and Engineering	<u>\$ 107,700.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 825,700.00</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 Strybos

**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** **\$ 1,056,550.00**

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

Village Square Block 114 (Project 52210907)	\$ 325,000.00
SWM Pond Block 117 (Project 52260901)	\$ 165,000.00
Creek Channel Block 121 (Project 52260902)	<u>\$ 340,000.00</u>
<b>TOTAL COST OF WORKS ON BEHALF OF TOWN</b>	<b>\$ 830,000.00</b>

**OWNER'S COST:**

Rear Lot Acoustic Fencing	\$ 92,000.00
Walkway Open Space Blocks 118, 119, 120, 122	<u>\$ 105,000.00</u>
Sub Total	\$ 197,000.00
15% Contingency and Landscape Architect	<u>\$ 29,550.00</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 226,550.00</b>

## SCHEDULE 'I'

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

The owner shall dedicate the following lands free of charge and with clear title (free and clear of encumbrances) and any necessary easements. A Certificate of Title shall be provided, in a form satisfactory to the Town, Region or other authority:

### **NOTES:**

- (a) Words indicating proposed uses in this schedule are intended to be descriptive only and are not intended to limit the use of the land in the hands of the Town.
- (b) All Block numbers refer to the latest draft "M" plan filed with the Town unless otherwise indicated.

1. **For Park:**  
Blocks 114 and 122
2. **For Open Space:**  
Blocks 118, 119 and 120
3. **For Walkways:**  
Block 117
4. **For Buffer:**  
Block 124
5. **For Stormwater Management:**  
Block 112
6. **For Watercourse Valley Lands:**  
Block 121
7. **For 0.3 Metre Reserves**  
Blocks 129 to 138 inclusive
8. **For Road Widening**  
Block 127 and 128
9. **For Daylight Triangles**  
Block 125 and 126
10. **Temporary Turning Circle**  
Part 16 on plan prepared by Hunt Surveys Inc., Reference Plan No.20R-\_\_\_\_\_ .
11. **For RLCB Easements**

Part 1 on Lot 38	Part 6 on Lot 68	Part 11 on Lot 90	Parts 16 and 17 on Lot 115
Part 2 on Lot 41	Part 7 on Lot 69	Part 12 on Lot 91	Parts 18 and 19 on Lot 116
Part 3 on Lot 42	Part 8 on Lot 71	Part 13 on Lot 105	
Part 4 on Lot 53	Part 9 on Lot 72	Part 14 on Lot 106	
Part 5 on Lot 64	Part 10 on Lot 84	Part 15 on Lot 113	

All on plan 20M-\_\_\_\_\_ as shown on easement plan prepared by Hunt Surveys Inc., Reference Plan No.20R-\_\_\_\_\_ .
12. **External Blocks – (Lifting of 0.3 metre reserve)**
  - Block 41 Plan 20M-061
  - Block 123 Plan 20M-1006
  - Block 40 Plan 20M-1024 and
  - Block 43 Plan 20M-1038

**SCHEDULE 'J'**

**SUMMARY OF FINANCIAL OBLIGATIONS**

<b>SERVICES TO BE SECURED</b>		
Roads, sidewalks and sitework	Schedule 'B'	\$ 1,595,050.00
Storm sewers	Schedule 'C'	\$ 2,033,200.00
Drainage and erosion control	Schedule 'G'	\$ 825,700.00
Landscaping	Schedule 'H'	\$ 226,550.00
Lot grading – (108 lots units @ \$1,500/)	Schedule 'M(37)'	\$ 162,000.00
Lot grading – (18 units @ \$3,000/)	Schedule 'M(38)'	\$ 54,000.00
<b>TOTAL TOWN SERVICES TO BE SECURED</b>		<b>\$ 4,896,500.00</b>
SUPERVISION TOWN SECURED – 5.5% of \$4,896,500.00		\$ 269,307.50
HST No. R121742456 (13%)		\$ 35,009.98
<b>TOTAL CASH PAYMENT</b>		<b>\$ 304,317.48</b>
<b>SECURITY FOR ELECTRICAL DISTRIBUTION AND STREET LIGHTING (PAYABLE IN CASH OR SECURED BY LETTER OF CREDIT) (SCHEDULE F)</b>		<b>\$ 638,495.00</b>
<b>OTHER ITEMS TO BE PAID IN CASH</b>		
Cash-in-lieu of parkland (0.46ha @ \$741,000.00 each)		\$ 340,860.00
Cash-in-lieu of street trees (132 trees @ \$410.00 each)		\$ 54,120.00
Pre-payment of signage – Schedule M(60)		\$ 9,200.00
Street Light Energization		\$ 2,475.00
<b>TOTAL OTHER ITEMS TO BE PAID IN CASH</b>		<b>\$ 406,655.00</b>
<b>OTHER ITEMS TO BE SECURED</b>		
Work on behalf of Town (Schedule K)		\$ 830,000.00
Garbage security		\$ 25,000.00
Street Cleaning security		\$ 50,000.00
Subdivision signage security		\$ 10,000.00
Security for Open Space Protection		\$ 30,000.00
<b>TOTAL OTHER ITEMS TO BE SECURED</b>		<b>\$ 945,000.00</b>

**SCHEDULE 'K'**

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

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

Village Square Block 114 (Project 52210907)	\$ 325,000.00
SWM Pond Block 117 (Project 52260901)	\$ 165,000.00
Creek Channel Block 121 (Project 52260902)	<u>\$ 340,000.00</u>
<b>TOTAL – SCHEDULE K WORKS</b>	<b>\$ 830,000.00</b>

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

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

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

**SUMMARY:**

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

## SCHEDULE 'L1'

### CLEARANCES FOR REGISTRATION OF THE PLAN

**Sections 29(4), 31(26), 31(11), 31(27)** Prior to execution of Agreement, signs to be posted

#### **14 LAND FOR MUNICIPAL PURPOSES**

- (5) Except as herein otherwise provided, all conveyances must be deposited with the Clerk of the Town with the plan number left blank, before the Town gives approval to the plan for registration and the Clerk is authorized to insert the plan number when the plan has been registered.
- (6) Prior to registration of this Agreement, the Owner will provide postponements from all encumbrances so that this Agreement shall have priority over them.

#### **15 PAYMENT OF TAXES AND LOCAL IMPROVEMENT RATES**

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

#### **19 FINANCIAL REQUIREMENTS**

- (1) As security for the construction and installation of services and for the other obligations of the Owner under this Agreement, the Owner will deposit with the Town before the plan is released for registration, security for performance in an amount equal to one hundred percent of the Owner's share of the estimated cost of such services as set out in Schedule "J" in the form of:
  - (a) a cash deposit with the Town, or
  - (b) an unconditional irrevocable Letter of Credit in a form acceptable to the Town Treasurer from a chartered bank also acceptable to the Town Treasurer, expressed to be pursuant to this Agreement and payable to the Town at any time or in part from time to time, upon the certificate of the Engineer that the Owner is in default under this Agreement.
- (2) With regard to the electrical distribution system and street lighting, the Owner shall deposit with the Town in cash or by unconditional irrevocable Letter of Credit, before the plan is released for registration, a sum equal to one hundred percent of the total estimated cost of these works as set out in Schedule "F" and shown in Schedule "J", as security for the performance of these works.

#### **Schedule M**

- (21) The Owner provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.
- (55) The Owner agrees to prepare a Traffic Management and Street Signage Plan to the satisfaction of the Town prior to the registration of the plan. The Owner shall be entirely responsible for implementation of the plan including all financial costs.
- (62) The Owner agrees 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 (hereinafter referred to as the "Dedicated Lands");

## **SCHEDULE 'L2'**

### **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.
- Prior to applying for building permits, geodetic bench marks to be supplied – Section 29.
- Prior to applying for building permits, offer of purchase to be supplied - Sections 31(6)(20)(24).
- No building permit until roads constructed to base course asphalt - See Section 31(17).
- No building permit for any lot until the stormwater facilities are constructed, operational and approved by the Town – Section 31(17).
- No building permits for any lot until joint use Hydro, Bell and Cable TV service installed – Section 31(18).
- No building permits for more than seven structures in a row without providing a line break – Section 31(19).
- No building permits issued until Oakville Hydro approves of Hydro and street lighting installation – Section 3, 5(1), 19(2).

### **ADDITIONAL NOTES**

#### **Schedule M**

- (19) The Owner shall prepare to the satisfaction of the Town's Director of Parks and Open Space, an open space and parkland information guide. The Owner shall include the approved guide as an appendix to all offers of purchase and sale.
- (32) 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.
- (34) The Owner agrees that Lots 38, 41, 42, 53, 64, 68, 69, 71, 72, 84, 90, 91, 105, 106 and Blocks 113, 115 and 123 will be subject to a two-stage building permit process due to the positioning of a Town easement on the lands. The Owner agrees not to proceed with construction beyond the foundation until certification is provided by the Owner to the Town from a registered Ontario Land Surveyor confirming conformance to zoning setbacks and that no easement encroachment exists.
- (54) 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.
- (56) The Owner agrees to pay for and install all required temporary signage prior to the issuance of any building permits and agrees to ensure that these temporary signs are maintained throughout the construction phase or until the permanent signage is installed.
- (57) The Owner is advised that Site Plan approval will be required for all development on blocks 113, 115 and 116.
- (58) The Owner acknowledges that Block 113, designated as school block is to be amalgamated with Block 35, designated school block, on the adjacent subdivision 20M-1024.
- (61) The Owner agrees to comply with all of the requirements in Section 3.4.3 of the Development Services Manual and those requirements are hereby incorporated into and form part of this agreement.

**SCHEDULE 'L2'**  
**(CONT'D)**

**CLEARANCE OF LOTS FOR BUILDING**

- (66) The Owner agrees that Block 123 within the draft plan of subdivision is, independently, unsuitable for 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.
- (73) The Owner provide permanent fencing to demarcate the boundaries between private land and public land including parks, top-of-bank setbacks, open space, storm water management facilities, school sites and walkways prior to the application for building permits to the satisfaction of the Development Services Department, Halton District School Board, and Parks and Open Space Department.

The Owner install a black vinyl coated chain link fence to Town standards along the common boundary line, between the open space block and stormwater management pond and the abutting residential lots and/or blocks. The fence must be installed prior to building permit on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the open space area and stormwater management pond to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space.

- (78) That a turning circle be designed and constructed to municipal standards at the end of Greenwich Drive to the satisfaction of the Development Services Department. Until such time as the final configuration of this turning circle has been agreed to by the Town the Owner agrees not to apply for building permits for Block 110 and Block 115 until adequate arrangements have been made for the turning circle for or the extension of Greenwich Drive to the satisfaction of Development Service Department.
- (79) The Owner agree to construct Pine Glen Road across the 14 Mile Creek prior to Building Permit issuance.



## SCHEDULE ‘M’

### Special Provisions

The provision of this Schedule “M” form part of the Residential 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 Conservation Halton:
  - (a) prepare and implement stormwater management and functional drainage report as per the requirements of the Town of Oakville’s “Storm Drainage Policies and Criteria Manual” to the satisfaction of the Conservation Halton, Region of Halton and the Town of Oakville;
  - (b) prepare and implement an engineering report identifying erosion and siltation control measures required prior to and during the construction of the subdivision, and further, that the Owner submit monthly sediment and erosion control reports which report on the adequacy/performance of the sediment and erosion control measures, identify any deficiencies and how these deficiencies have been corrected to the satisfaction of the Conservation Halton and the Town of Oakville;
  - (c) Any exposed soil within a watercourse block, either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized in conjunction with other stabilization measures within 24 hours of exposure to minimize the transport or sediment downstream, to the satisfaction of Conservation Halton;
  - (d) design, construct and have in operation all necessary flood control facilities prior to the issuance of any building permits to the satisfaction of Conservation Halton and Development Services;
  - (e) all storm water outfall structures be to the satisfaction of Conservation Halton, the Oakville Development Services Section, Planning Services Department and the Oakville Parks and Open Space Department;
  - (f) no fill from the site may be dumped on or of-site in an area regulated by Conservation Halton without the prior written consent of Conservation Halton;
  - (g) undertake no regrading of the lands located within 7.5 metres from the stable top-of-bank along the valley lands without the written permission of Conservation Halton and Development Services;
  - (h) submit grading plans for all lots/blocks backing onto the woodlot/open space area to the satisfaction of Conservation Halton and the Town, and further that if it is determined through detailed design that grade changes are required in order to accommodate development of lots/blocks adjacent to a buffer block, this grade change must be accommodated outside of the buffer block and the lot lines adjusted accordingly, to the satisfaction of Conservation Halton and the Town;
  - (i) erect a paige wire fence with appropriately backfilled filter cloth prior to the stripping of top-soil, construction or regarding on lots or blocks adjacent to the woodlot/open space area to the satisfaction of the Town, Conservation Halton and Halton Region’s Senior Planner in consultation with the Ecological and Environmental Advisory Committee, and further that the Owner agree to maintain the fence until all final landscaping has been completed;
  - (j) prepare and implement a tree preservation plan for any trees outside the open space and park blocks to the satisfaction of Conservation Halton and Town of Oakville. This plan will include the review of opportunities for salvage if topsoil/seed bank, herbaceous materials, shrubs, immature woody materials for use in storm water management naturalization and stream restoration works. In addition, this plan shall show the location and species of all existing trees equal to or greater than 130 mm calliper and the trees which are intended to be preserved and the method of preserving these trees during the construction phase;
  - (k) prepare and submit to the Town a grading plan showing the existing and proposed grades at the base of the trees after construction to the satisfaction of the Parks & Recreation Department and Conservation Halton;

- (l) identify to the satisfaction of the Town of Oakville, existing trees on the subject lands that are suitable to be relocated including the relocation of trees by use of a tree spade and use best efforts to relocate these trees to locations satisfactory to the Town of Oakville;
  - (m) prepare and implement a Functional Drainage Report to the satisfaction of Conservation Halton and the Development Services Section and Halton Region. The Functional Drainage Report will address the opportunities for consolidation of storm water management ponds on the subject lands and adjacent lands;
  - (n) storm sewerage, lot grading and street grading be in conformity with the Town of Oakville's Storm Drainage Policies and Criteria Manual in accordance with the Development Engineering Procedures and Guidelines Manual;
  - (o) erect the permanent chain link fence prior to construction or regrading along the rear of the lots/blocks adjacent to the woodlot/open space area to the satisfaction of the Development Services Section, and Conservation Halton;
  - (p) not stockpile fill material within 7.5 metres of the stable top of bank along the valley lands to the satisfaction of the Development Services Section and Conservation Halton;
  - (q) submit the final clearance fee to Conservation Halton, pursuant to the current Schedule J of the Region of Halton's Memorandum of Understanding, immediately prior to registration of the draft plan (note: if the development is phased, each phase will require a separate clearance fee).;
  - (r) all structural development maintain a minimum setback as required by Conservation Halton from the limits of the woodlot/open space area; and
  - (s) all storm water outfall structures be to the satisfaction of the Conservation Halton, the Oakville Development Services Section, Planning Services Department, and the Oakville Parks and Open Space Department.
- (3) The Owner will include in all agreements of purchase and sale for all lots within the Plan the grading plan of the lot and the following warnings:
- (a) Purchasers are advised that home delivery of mail is not currently available in this community. All mail will require retrieval from a designated Canada Post Box which will be located along the flankage of Lots 45 & 46, Lots 58 & 59 beside Lot 102 on Pine Glen Road, beside the easterly end unit of Block 109 and across the street from Lots 92 & 93.
  - (b) Purchasers are advised that the Town of Oakville requires the Owner to cover all the costs associated with the establishment of the urban forest in subdivisions. The Town designs and administers the planting of street trees. Location for street tree plantings will be determined by the Director of Parks and Open Space. The Owner understands and acknowledges that it is the Town's responsibility to landscape the public road allowance. Therefore, the Owner agrees that he and/or the Builder will not undertake any activity that could interfere with this activity such as planting trees within 8 metres of the public road allowance without written approval by the Town's Parks and Open Space Department, Forestry Section.

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

- (c) Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes and cable/telecommunication pedestals located in front of their properties within the Town's road allowance or on easements.
- (d) Purchasers adjacent to or near channel blocks, environmental buffer 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.

- (e) Purchasers of units on Blocks 109 and 110 are advised that these roads are to be extended at some future date when adjacent lands develop.
- (f) Purchasers of Lots 1 to 26 inclusive, Lots 78 and 79 and all units on Block 123 are advised that their properties abut an open space block and that a public walkway may be located abutting their property. Furthermore, a Town owned chain link fence, without gates, has been erected abutting the open space block and shall not be altered in any way without the approval of the Town;
- (g) Purchasers of Lots 79 to 82 inclusive and Lots 99 and 101 are advised that their properties abut stormwater management facility and that public walkways may be located abutting their property. Furthermore, a Town owned chain link fence, without gates, has been erected abutting the stormwater management block and shall not be altered in any way without the approval of the Town;
- (h) Until such time as a Composite Utility Plan has been approved by the Town, the Owner agrees to include the following clause in all offers of purchase and sale:

”Purchasers are advised that notwithstanding any other provision in this agreement of purchase and sale, a Composite Utility Plan showing the location of all community facilities including but not limited to community mailboxes, bus shelters and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers, or any other above grade facilities, has not yet been approved by the Town. Purchasers are advised and agree that such community facilities may be located in front of, adjacent to, or in proximity to their lot or unit. Purchasers further agree that they will not object to the construction of such community facilities that may be located in front of, adjacent to, or in proximity to their lot or unit and this clause shall not merge in the closing of this transaction. Prior to closing, a copy of the Composite Utility Plan, once approved by the Town will be mailed to the Purchaser by prepaid mail to the address for service in this agreement of purchase and sale.”

- (i) Upon the approval by the Town of a Composite Utility Plan, the Owner agrees to insert the following clause in all offers of purchase and sale:

”The purchaser acknowledges that they have reviewed the approved Composite Utility Plan showing the location of all community facilities including but not limited to community mailboxes, bus shelters and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers, or any other above grade facilities and irrevocably accept same.”

- (j) Purchasers are advised that on-street parking restrictions on roads may be imposed in accordance with Town policies and are currently proposed as follows:  
“On street” parking shall not be permitted abutting the following lots:

<b>STREET NAME</b>	<b>LOTS AFFECTED</b>
Pine Glen Road	Yet to be finalized
Grand Oak Trail	Block 111
Greenwich Drive	Blocks 109 and 110
Quetico Crescent	Lots 1 to 37 inclusive
Spring Meadow Way	Lots 89 to 98 inclusive
Alstep Way	Lots 46 to 52 inclusive

- (k) Purchasers are advised that sidewalks will be constructed on both sides of Pine Glen Road, Grand Oak Trials and Greenwich Drive and on only one side of the following streets abutting the noted lots:

<b>STREET NAME</b>	<b>LOTS AFFECTED</b>
Quetico Crescent	Lots 1 to 37 inclusive
Spring Meadow Way	Lots 89 to 98 inclusive and Flankage Lot 84

Alstep Way	Lots 46 to 52 inclusive
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- (l) Purchasers are advised that private landscaping is not permitted to encroach within the Town's road allowance;
- (m) Purchasers of Lots 38, 41, 42, 53, 64, 68, 69, 71, 72, 84, 90, 91, 105, 106 and Blocks 113, 115 and 123 are advised that their properties are subject to a municipal stormsewer drainage easement to accommodate rearlot catchbasins located on or adjacent to their lot or block;
- (n) Purchasers of Lots 17 and 18 are advised that their properties abut public walkway Block 117;
- (o) 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;
- (p) Purchasers are advised 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;
- (q) Purchasers of Lots 102 to 108 inclusive are advised that the adjacent lands, Block 113, have been designated as School and that temporary facilities/portables may be sited on the school site in order to accommodate pupils in excess of the school building capacity. Purchasers are also advised that there is no guarantee that a school will be built on this property. In the event that the School Board deems the property to be surplus then the site may be developed for residential purposes in accordance with the Town of Oakville Official Plan. Furthermore, a chain link fence has been erected abutting the future school site and shall not be altered in any way without the approval of the school board or the Town of Oakville;
- (r) 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. Further, prospective purchasers are advised that school buses will not enter cul-de-sacs and pick-up points will be generally located on through streets convenient to the Halton District School Board. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.
- (s) Prospective purchasers are advised that Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Further, 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.
- (t) Purchasers of Lots 1 to 7 inclusive and Lots A, B and C on Block 123 are advised that an acoustic barrier will erected on their lot and that this fence is not to be altered in any fashion.
- (u) Purchasers of the followings lots are advised that these lots have an acoustic aspect relating to them and the appropriate noise warning clauses are as follows:

Lots 8, 9, 37, 38, 52, 53, 63 to 88 inclusive, 102 to 108 inclusive, Block 115 and Lots D and E on Block 123 – Warning Clause A

*Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria.*

Lots 1 to 7 inclusive and Lots A, B, and C on Block 116 – Warning Clause B

*Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the criteria of the Municipality and the Ministry of the Environment.*

Lots 1 to 9 inclusive, 37, 38, 52, 53, 63 to 88 inclusive, 102 to 108 inclusive, Block 115 and Lots B, C, D, E on Block 123 – Warning Clause C

*This dwelling unit has been fitted with a forced air heating system and the ducting etc. was sized to accommodate central air conditioning. Installation of central air*

*conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria.*

Lot A on Block 123 – Warning Clause D

*This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria.*

- (v) 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;
  - (w) Purchasers are advised that the Town may construct light standards within existing and proposed community parks for the purpose of illuminating playing fields. The illumination from the playing fields may be visible from the subdivision and that the sport lights will be on during night games and that the home owners may experience excessive noise from the spectators;
  - (x) Purchasers are advised that Block 114 is designated as a future park;
  - (y) Purchasers are advised that Oakville Transit in the future may designate Pine Glen Road and Grand Oak Trail within this community as transit routes and that bus stops and shelters may be installed along these streets;
  - (z) Purchasers are advised that any vacant site within the community which is designated for a school, place of worship or daycare centre may be used for other community scale institutional uses without amendment to the Town's Official Plan. Any such site may also be utilized for low density residential purposes without amendment to the Town's Official Plan, however, will require an appropriate amendment to the Zoning By-law. Purchasers are advised that signage has been erected within the subdivision advising prospective purchasers of the above statement; and
  - (aa) Purchasers will give similar notices to their purchasers ad infinitum. No general release of any lot from the provisions of this agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release.
- (4) The Owner will access the lots with construction traffic west on Pine Glen Road out to Bronte Road or directly to Dundas Street, and vice versa, unless the Town approves an alternate construction access.
  - (5) The Owner agrees that the number of model homes permitted and the specific locations of the model homes shall be approved by the Development Services Section. The Town will permit the Owner to construct a maximum of 10 model homes without the Owner completing all the roads within the plan to base course asphalt provided that the model home is first identified in writing to the Town as "a model home" and the Owner has constructed access roads to base course asphalt to permit access to the model home. In addition to the foregoing, the Owner agrees not to apply for a model home building permit until Council has approved the subdivision agreement. The Owner will not permit occupancy of any model home until all roads within the plan are constructed to base course asphalt. The Owner agrees to save harmless and fully indemnify the Town from and against any and all claims, losses, damages and costs (including legal costs) of whatsoever kind, which may be incurred directly or indirectly as a consequence of the construction and use of model home.
  - (6) The Owner agrees to offer Block 116 to the Halton Catholic District School Board in a condition acceptable to the Board. The Owner further agrees to submit to the satisfaction of the Board appropriate soil and environmental investigations, site grading plans, storm water management plans, site servicing plans (sanitary, water and utilities) and archaeological assessment. In the event of an identified concern, the Halton Catholic District School Board may commission its own studies at the cost of the landowner.
  - (7) The Owner agrees in the Subdivision Agreement to the satisfaction of the Halton Catholic District School Board to erect a chain link fence, in accordance with the Board's standards. The fence shall be located along the school block boundaries as

determined by the Board and shall be erected at such time as the adjacent development proceeds.

- (8) 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."
- (9) Appropriate signage shall be erected and maintained prior to building permit issuance and to the satisfaction of the Halton District School Board and 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.
- (10) The Owner agrees that, should the development be phased, a phasing plan must be submitted prior to final approval. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase, all to the satisfaction of Halton Region's Senior Planner, the Town of Oakville Engineering and Construction, Transit, Conservation Halton, Halton District School Board, Oakville Hydro, Parks and Open Space, Development Services and Planning Services Departments.
- (11) The Owner provide in each of the sales offices a large coloured map, not less than 1.5 metres by 2 metres, of the approved land use plans to date and/or where applicable, the land use plans approved in the Official Plan for the overall community together with a copy of the Town of Oakville Official Plan and a prominent note indicating that further information can be obtained from the Oakville Planning Services Department.
- (12) The Owner agrees not to initiate a marketing campaign or not take offers of sale and purchase or take reservation of lots until an above grade composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities) is prepared to the satisfaction of staff and that this plan be displayed in the sales office and that all potential purchasers are advised of this plan.
- (13) The Owner shall provide the Town with security in the amount of \$2,000 (as indicated on Schedule J) for the construction and installation or updating of subdivision signage depicting, where required by the Town, land uses, school board notices, super mail box locations, sidewalks, and other information pertaining to the subdivision. Should the security lodged be insufficient to cover the obligations imposed upon the Owner pursuant to this section, the Town may utilize the other securities posted pursuant to this agreement.
- (14) The Owner agrees to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities.
- (15) The Owner agrees that the Town shall retain securities for the Stormwater Management Facility for at least a two year maintenance period after the subdivision has been assumed. The value of this security will be determined by the Town based on the size of any pond as well as the number of contributing plans.
- (16) The Owner shall provide a monitoring procedure and schedule for all Storm Water Management Facilities/works immediately after all stormwater management facilities/works become operational. All monitoring shall be in accordance with Development Engineering Procedures 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 its is designed and approved, the owner shall take immediate remedial action and prior to assumption to ensure that the performance of the stormwater management facility works to the satisfaction of the Town.

- (17) The Owner agrees to provide the Town with a cash deposit to be determined as per the maintenance and monitoring requirements of the stormwater management facilities. The cash amount shall be determined from the detailed stormwater management facility design and shall be paid to the Town upon assumption of stormwater management facilities as per the applicable agreement with the Town. 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 maybe use, together with interest thereon, the for the maintenance and monitoring of these facilities after the owners' maintenance period has expired.
- (18) The Owner prepares and implements a landscape, restoration and enhancement plan for the storm water management facility and the open space blocks to the satisfaction of the Conservation Halton, Development Services Department and Parks and Open Space.
- (19) The Owner shall prepare to the satisfaction of the Town's Director of Parks and Open Space, an open space and parkland information guide. The Owner shall include the approved guide as an appendix to all offers of purchase and sale.
- (20) The Owner prepare and submit to the Town a grading plan showing the existing and proposed grades at the base of the trees after construction to the satisfaction of the Parks and Open Space Department.
- (21) The Owner provide a certificate signed by the surveyor and the owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Town.
- (22) The Owner agrees that should Block 113 and 116 be developed as a school that a 1.8 metre chain link fence will be installed along the entire boundary abutting Block 115 as well as any undeveloped lands that abut these properties to the satisfaction of the appropriate School Board and at no cost to the Town.
- (23) 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.
- (24) The Owner agrees to provide easements for any sanitary sewer mains external to the site that are not located in an existing road right-of-way and that these easements be dedicated to Halton Region for the purpose of sanitary sewer protection; these easements shall be dedicated with clear title (free and clear or encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services and Corporate Counsel.
- (25) The Owner agrees to satisfy the telecommunications provider with respect to their land requirements.
- (26) 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.
- (27) The Owner agrees that prior to commencing any work within the Plan, confirmation that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the communication / telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication / telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e. 911 Emergency Services).
- (28) The Owner acknowledges that the suitability of the land for the proposed use is a responsibility of the landowner, and that prior to the registration of the plan, the Owner will have an Environmental Audit undertaken by a qualified professional engineer to ensure that the land is suitable for the proposed use. If in the opinion of the

- professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses, the engineer must so advise the Ministry of Energy and Environment and the Town of Oakville. The Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use.
- (29) That for any land to be conveyed to the Town including roads, stormwater management facilities, open space, parts, ravines and buffer areas, the Owner undertake an environmental audit and agree to undertake any work to clean the site of soil contamination to make the land suitable for the use proposed.
- (30) 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.
- (31) The Owner agrees to carry out a cultural heritage resource assessment of the subject property and, through avoidance or excavation/documentation, mitigate the adverse impacts to significant cultural heritage resources found, to the satisfaction of the Archaeology and Heritage Planning Unit of the Ministry of Culture. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter of clearance from the Ministry of Culture to the Regional Municipality of Halton indicating that all heritage concerns have been satisfied.
- (32) 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.
- (33) The Owner acknowledges its responsibility to pay for electricity supplied to light the streets in the development until such time as the first homeowners take possession. Accordingly, the Owner hereby covenants and agrees that it will pay to the Town a sum equal to the amount charged to the Town by Oakville Hydro for the supply of power to the street lights (hereinafter referred to as the "Street Lights"), which sum shall include the commodity cost, transmission and independent electricity marketing operator charges and distribution charges (hereinafter referred to as the "Street Light Cost") for each month or part month for the period of time between electrical energization of the Street Light and the time the first homeowner takes possession of a home on the street, plus an administration fee equal to 15% of the Street Light Cost. Street Light Cost charges shall be adjusted quarterly.
- (34) The Owner agrees that Lots 38, 41, 42, 53, 64, 68, 69, 71, 72, 84, 90, 91, 105, 106 and Blocks 113, 115 and 123 will be subject to a two-stage building permit process due to the positioning of a Town easement on the lands. The Owner agrees not to proceed with construction beyond the foundation until certification is provided by the Owner to the Town from a registered Ontario Land Surveyor confirming conformance to zoning setbacks and that no easement encroachment exists.
- (35) The Owner agrees that during the course of construction when various items of infrastructure are not properly supervised by his Engineer, the Town may advise the Owner, in writing, that the maintenance period of the works may be extended to a period of time as deemed by the Town.
- (36) 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, by retaining a qualified engineer to provide acceptable designs of infrastructure controls, and further, to secure and construct such facilities, to the requirements of the Town..
- (37) The Owner agrees to post additional lot grading security in the amount of \$1,500 per single family lot. 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.
- (38) The Owner agrees to post additional lot grading security in the amount of \$3,000 per unit on Block 109, 110 and 111. 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 15% of the lot grading security shall be maintained by the Town until assumption.
- (39) The Owner agree to be responsible for officially notifying the purchasers of dwelling units in the subdivision of the exact location of the Community Mailbox locations, through the Purchase and Sale Agreement, prior to the closing of any home sales.
- (40) The Owner agrees will 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 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 agrees to determine and provide a suitable temporary Community Mailbox location, which may be utilized by Canada Post until the curbs, sidewalks and final grading has been completed at the permanent Community Mailbox locations. The Owner 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 and is to provide evidence of how they intend to co-ordinate this activity in a timely manner to a safe and clean usable area.
- (42) That the owner erect an exterior sign, prominently located on the lands being developed, of the approved land use plan, the sign to be not less than 2 metres by 5 metres to the satisfaction of the Town. This sign shall clearly show the approved locations of Canada Post mailboxes.
- (43) The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services.
- (44) The Owner shall be requested to enter into an agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality and if no such conditions are imposed, the owner shall advise the municipality of the arrangement made for such servicing.
- (45) 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.
- (46) 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.

- (47) The Owner's proposal for an interim intersection of Dundas Street West (Regional Road 5) at Grand Oak Trail, in the form of a right in/right out only or a full-movement temporary signalized intersection will be considered by the Region following submission by the Owner of a preliminary design to be reviewed by Halton Region's Transportation Coordinator. Should that preliminary design be approved in principle by Halton Region's Transportation Coordinator, the Owner shall be required to submit detailed engineering drawings for the intersection design at the time of the first engineering submission for the Regional subdivision works to Halton Region's Development Project Manager for review and approval. All intersection works are to be included as part of the Regional subdivision agreement for this subdivision. The detailed design drawings must include the road improvements and all associated design details including traffic signals, access design, pavement markings, turn lanes, signage etc. Halton Region's Development Engineering and Review Manual and guideline "Procedures for Development Related Construction on Regional Roads" must be followed.

In the event that either:

- (1) the preliminary design is not approved in principal or  
(2) the detailed design is not deemed acceptable to the Region, the Owner acknowledges that no interim access to Dundas Street shall be permitted. Should the Region determine that interim access is not permitted, the Owner acknowledges that it shall be required to provide a turning circle at the end of Grand Oak Trail, to be designed and constructed to the satisfaction of the Town of Oakville.

- (48) The Owner shall undertake an update of the Noise Feasibility Study prepared by HGC Engineering dated October 21, 2008 and updated October 28, 2009, for the proposed development. The study must be completed as per Halton Region's Noise Abatement Policy and revised in accordance with comments from the Region's Transportation Coordinator. The final study, its assumptions and recommendations must be to the satisfaction of Transportation Services and approved by Halton Region and to the satisfaction of the Development Service Department. The Owner further agrees to implement the findings of the final approved Noise Study.
- (49) 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.
- (50) 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.
- (51) 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.

- (52) 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.
- (53) 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.
- (54) 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.
- (55) The Owner agrees to prepare a Traffic Management and Street Signage Plan to the satisfaction of the Town prior to the registration of the plan. The Owner shall be entirely responsible for implementation of the plan including all financial costs as well as any modifications to the plan until the assumption of the plan.
- (56) The Owner agrees to pay for and install all required temporary signage prior to the issuance of any building permits and agrees to ensure that these temporary signs are maintained throughout the construction phase or until the permanent signage is installed.
- (57) The Owner is advised that Site Plan approval will be required for all development on blocks 113, 115 and 116.
- (58) The Owner acknowledges that Block 113, designated as school block is to be amalgamated with Block 35, designated school block, on the adjacent subdivision 20M-1024.
- (59) The Owner agrees to pay for and install all permanent signage within six months of the first building occupancy. In the event that the Owner fails to install the permanent signage in the required time frame the Town may carry out the work on behalf of the Owner, if deemed to be a public safety issue, and will charge the Owner a 100% administration surcharge for all costs incurred by the Town in carrying out this work.

- (60) The Owner will deposit with the Town a traffic signage unit price, as indicated in Schedule 'J', for the supply of the required traffic signage within the plan. In the event that actual costs exceed estimated costs or vice versa, the Town shall collect/refund the difference upon written request by the Town/Owner prior to assumption of the plan.
- (61) The Owner agrees to comply with all of the requirements in Section 3.4.3 of the Development Services Manual and those requirements are hereby incorporated into and form part of this agreement.
- (62) The Owner agrees 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 (hereinafter referred to as the "Dedicated Lands");
  - ii) Prior to Acceptance for 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 values 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.
- (63) The Owner agrees that notwithstanding the provisions of Section 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.
- (64) 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.
- (65) The conditions of draft approval, attached hereto as Schedule "O", are hereby incorporated into, and form part of, this agreement, *mutatis mutandis*.
- (66) The Owner agrees that Block 123 within the draft plan of subdivision is, independently, unsuitable for 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.
- (67) Based on the Information provided in the Phase II Environmental Site Assessment, dated January 25, 2008, completed by Shaheen and Peaker Ltd, the subject property exceeds the applicable MOE standards, therefore, as a condition of approval for applications 24T-08006 and Z.1430.24, the Owner is required to submit all supporting documentation and a MOE-acknowledged Record of Site Condition (RSC) prepared by a Qualified Person (as per Ontario Regulations 153/04) and to the satisfactions of Halton Region. The author of the environmental reports must extend third party reliance to Halton Region.  
Alternatively, should approval be given by Halton Region to use Table 3 standards (The Owner must submit a written request to Halton Region to use Table 3 standards) and the property meets Table 1 or site-specific standards within 30m of the water body, the above noted RSC would not be required. As part of the approval process to use Table 3 standards the consultant is required to conduct a water well survey within 100 m of the property boundary and clarify the presence of the tributary of Fourteen Mile Creek, prior to application approval.
- (68) The Owner receive permits pursuant to Ontario Regulation 162/06 for all works within Conservation Halton's regulated area, including, but not limited to, the realignment and lowering of Fourteen Mile Creek, the pedestrian bridge crossing of Fourteen Mile Creek, (subject to the Town's request and owner's agreement to do so and subject further to timely reimbursement by the Town or as a development charge credit) the

stormwater outfall and emergency spillway and the re-issuance of the permit for the Pine Glen Road crossing of Fourteen Mile Creek.

- (69) The Owner acknowledges that for any required or proposed lowering of the Fourteen Mile Creek East Branch (south of Dundas Street, east of Bronte Road) requires detailed design drawings to be submitted to Halton Region's Development Project Manager for review and approval.
- (70) The Owner obtain an Authorization from the Department of Fisheries and Oceans for the Harmful Alteration, Disruption or Destruction of Fish Habitat, pursuant to the Fisheries Act, where necessary.
- (71) The Owner agrees that the required parkland dedication for the land shown on the draft plan prepared by Armstrong Hunter & Associates and dated February 18, 2010 shall be calculated at the rate of 5% of the total plan area of 19.18 ha and that Block 112 (0.49 ha) and Block 121 (0.009 ha) partially fulfills the parkland dedication to be taken on the subject site. The remaining .46 ha dedication will be taken as cash-in-lieu at a rate of \$741,000/ha.
- (72) The Owner dedicate the buffer blocks and park blocks to the Town of Oakville and prepare the blocks to minimal Town standards, including rough-grading, the provision of at least one catch basin, storm lateral connection , electrical service stub, and water service stub to the park block(s), free access to a topsoil pile for the final construction and grading of the park block(s), and the removal of invasive species within the buffer blocks, all at the owner's cost, to the satisfaction of the Parks and Open Space Department and the Development Services Department . Further, the owner shall design and implement enhanced planting on Block 120 at the owner's expense at a minimum cost of \$10,000 to a maximum cost of \$15,000 to the satisfaction of Development Services and Parks and Open Space Departments.
- (73) The Owner provide permanent fencing to demarcate the boundaries between private land and public land including parks, top-of-bank setbacks, open space, storm water management facilities, school sites and walkways prior to the application for building permits to the satisfaction of the Development Services Department, Halton District School Board, and Parks and Open Space Department.

The Owner install a black vinyl coated chain link fence to Town standards along the common boundary line, between the open space block and stormwater management pond and the abutting residential lots and/or blocks. The fence must be installed prior to building permit on adjacent lots in order to ensure there is no encroachment by the builder or homeowner into the open space area and stormwater management pond to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space.

- (74) The Owner shall perform such additional works, to be reimbursed subject to development charge eligibility, within parks, creek or buffer blocks as may be agreed to by the parties and provided for in the subdivision agreement.
- (75) The Owner will provide securities to cover the full value of the Village Square (\$485,000) and pedestrian bridge crossing (\$115,000) based on preliminary estimates prepared by SBK. The securities described above would be released in their entirety upon one of the following conditions being satisfied:  
Either
  - The Owner providing a performance bond equalling 100% of the proposed works described in Schedule (M)(75). The performance bond may be supplied either by the Owner or the contractor hired by the Owner on behalf of the Town;or
  - The works described in Schedule (M)(75) having been supplied and constructed as per the approved drawings.
- (76) The Traffic Impact Study must be revised as per Transportation Services comments, and resubmitted by a qualified Transportation consultant to the satisfaction of Transportation Services and approved by Halton Region. The study must be completed as per Halton's Traffic Impact Study Guidelines. The final study, its assumptions and

- recommendations must be to the satisfaction of Transportation Services and approved by Halton Region.
- (77) The Owner agrees to design and construct, at his own expense and to the extent required, a reasonable access to Pine Glen Road from the northerly portion of the property located at 2417 Khalsa Gate (southeast corner of Pine Glen Road and Khalsa Gate) at an appropriate location to the satisfaction of the Development Services Department in consultation with the property owner.
  - (78) That a turning circle be designed and constructed to municipal standards at the end of Greenwich Drive to the satisfaction of the Development Services Department. Until such time as the final configuration of this turning circle has been agreed to by the Town, the Owner agrees not to apply for building permits for Block 110 and Block 115 until adequate arrangements have been made for the turning circle or the extension of Greenwich Drive to the satisfaction of Development Service Department.
  - (79) The Owner agree to construct Pine Glen Road across the 14 Mile Creek prior to Building Permit issuance.
  - (80) The Owner undertake to make the necessary arrangements to provide easements for a watermain to be located within the Fourteen Mile Creek Channel at Pine Glen Road and that this easement be dedicated to the Region of Halton for the purpose of watermain protection to the satisfaction of the Region of Halton; this easement shall be dedicated with clear title (free & clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services or his designate. The width of the transfer shall be determined by the Region of Halton.
  - (81) 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.
  - (82) Insurance provision of Section 9 K of the agreement shall apply only to works outlined in Schedule "J" "Services to be Secured".
  - (83) The Owner agrees that prior to a decision or any site alteration, servicing or grading of the site, to carry out an archeological survey of the subject property and, if recommended, mitigate/ salvage/ excavate any significant archeological resources, to the satisfaction of the Regulatory Operations Unit 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 with a copy of the letter of release from the Regulatory Operations Units of the Ministry of Culture regarding the archeological survey.
  - (84) 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 Halton Region's Development Project Manager.
  - (85) The Owner agrees to conduct a survey of the property to identify all existing wells related to the former use of the lands. The owner further agrees to decommission any existing wells in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of Halton Region's Development Project Manager.
  - (86) The Owner agrees to conduct a survey of the property to identify all existing private septic systems related to the former use of the lands. The owner further agrees to decommission any existing private septic systems in accordance with MOE guidelines prior to commencing the development of these lands to the satisfaction of Halton Region's Development Project Manager
  - (87) The Owner provide 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.

**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 Fox Farm Developments Inc. (Plan 24T-08006), approved by OMB order, dated July 6, 2010.