

APPENDIX C

SUBDIVISION AGREEMENT
PAGES 21 - 44

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.

DOMINIC D'URZO

**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:

Lot 93, Plan 1009 and designated as PIN. 2480 60037

SCHEDULE 'A-1'

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

Five (5) residential lots, one open space block, one parkland block and one road widening daylight triangle block.

SCHEDULE 'A-2'

ADDRESS FOR SERVICE

SCHEDULE 'B'

ROADS, SIDEWALKS AND SITE WORK

WORK TO BE DONE:

Construct concrete sidewalks, sodded boulevards, and earthworks. The works are to be performed in accordance with the engineering drawings prepared by Odan/Detech Group Corporation bearing Town File SD573

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:	\$ 40,000.00
15% Contingency and Engineering	<u>\$ 6,000.00</u>
TOTAL OWNER'S COST	\$ 46,000.00

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 Odan/Detech Group Corporation bearing Town File SD573

SPECIFICATIONS:

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

ESTIMATED TOTAL COST:

Stormwater Management Facilities and Associated Storm Sewers	\$ 15,000.00
15% Contingency and Engineering	<u>\$ 2,250.00</u>
TOTAL ESTIMATED COST:	\$ 17,250.00

SCHEDULES 'D' & 'E'

NOTE: Schedules "D" (Sanitary Sewers) and "E" (Watermains) are now covered in an Agreement with the Regional Municipality of Halton. There are no new services and there will be no need for a Regional Agreement.

SCHEDULE 'F'

ELECTRICAL DISTRIBUTION AND STREET LIGHTING SYSTEMS

WORK TO BE DONE:

NOTE:

Oakville Hydro have advised the Town that all Hydro costs will be dealt with at the Building Permit stage and no securities are needed as part of the subdivision agreement process.

SCHEDULE 'G'

DRAINAGE AND EROSION CONTROL

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 Odan/Detech Group Corporation bearing Town File SD573

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	\$ 3,600.00
15% Contingency and Engineering	<u>\$ 540.00</u>
TOTAL ESTIMATED COST:	\$ 4,140.00

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 **\$ 123,750.00**

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

Rear Lot Chain Link Fencing (125 lm) \$ 8,750.00

TOTAL COST OF WORKS ON BEHALF OF TOWN **\$ 8,750.00**

OWNER'S COST:

Naturalization of Open Space and Park Block \$ 100,000.00

15% Contingency and Landscape Architect \$ 15,000.00

TOTAL OWNER'S COST **\$ 115,000.00**

SCHEDULE 'I'

The Owner will provide to the Town postponements of any outstanding encumbrances in favour of this Subdivision Agreement with the Town prior to registration of the Plan.

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 Road Widening (Daylight Triangle):
Block 8
2. For Open Space and Parkland
Blocks 6, 7 and 9

SCHEDULE 'J'

SUMMARY OF FINANCIAL OBLIGATIONS

SERVICES TO BE SECURED

Roads, sidewalks and sitework	Schedule 'B'	\$ 46,000.00
Storm sewers	Schedule 'C'	\$ 17,250.00
Drainage and erosion control	Schedule 'G'	\$ 4,140.00
Landscaping - Fencing	Schedule 'H'	\$ 115,000.00
Lot grading – (5 units @ \$3,000/)	Schedule 'M()'	\$ 15,000.00
TOTAL TOWN SERVICES TO BE SECURED		\$ 197,390.00

SUPERVISION TOWN SECURED– SECTION 21 – 5.5% of \$197,390.00	\$ 10,856.45
HST No. R121742456 (13%)	\$ 1,411.34
TOTAL CASH PAYMENT	\$ 12,267.79

OTHER ITEMS TO BE PAID IN CASH

Cash-in-lieu of street trees (10 trees @ \$410.00 each)	\$ 4,100.00
Cash-in-lieu of Parkland - To Be Confirmed before registration	\$ 11,107.59
Cash payment for Chartwell Sidewalk	\$ 9,375.00
TOTAL OTHER ITEMS TO BE PAID IN CASH	\$ 24,582.59

OTHER ITEMS TO BE SECURED

Work on Behalf of Town – Schedule "K"	\$ 8,750.00
Garbage security	\$ 1,000.00
Street Cleaning security	\$ 2,500.00
Open space protection security - Schedule M(2(k))	\$ 2,500.00
TOTAL OTHER ITEMS TO BE SECURED	\$ 14,750.00

SCHEDULE 'K'

WORKS TO BE CONSTRUCTED ON BEHALF OF TOWN

WORK BEING DONE ON BEHALF OF THE TOWN

Rear Lot Chain Link Fence	\$ <u>8,750.00</u>
TOTAL – SCHEDULE K WORKS	\$ 8,750.00

SCHEDULE 'L'

CLEARANCE OF LOTS FOR BUILDING

No building permit until this Agreement is registered.

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

Prior to execution of Agreement, geodetic bench marks to be supplied – Section 29.

Prior to execution of Agreement, signs to be posted – Section 29(4), 31(26), 31(11), 31(27).

Prior to execution of Agreement, offer of purchase to be supplied - Sections 31(6)(20)(24).

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).

Schedule M(xx) – x

Schedule M(xx) - x

ADDITIONAL NOTES

Schedule M(xx) - xx.

Schedule M(xx) - xx

Schedule M(xx) - xx.

Schedule M(24) - xx.

SCHEDULE 'M'

Special Provisions

- (1) In addition to the requirements 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 a detailed report on storm water management to the satisfaction of the Development Services Department and Conservation Halton;
 - (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) 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;
 - (d) obtain a permit from Conservation Halton pursuant to Ontario Regulation 162/06 for all works within the regulated area including, but not limited to, final grading works within the 7.5 metre regulated area and the stormwater outfall to the watercourse;
 - (e) no stormwater management works are to be located within Conservation Halton's regulated area, with the exception of minor rear/side yard swales;
 - (f) not stockpile fill material within 7.5 metres of the floodplain without prior written approval of Conservation Halton and the Town of Oakville;
 - (g) any exposed soil within the watercourse block, as a result of the construction of the stormwater outfall, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream;
 - (h) erect a suitable temporary barrier to work fence prior to and during construction or regarding along the rear/side lots of blocks adjacent to the watercourse;
 - (i) native, non invasive species must be used for all landscaping adjacent to the watercourse block;
 - (j) final clearance fee to Conservation Halton, pursuant to the Region of Halton's Memorandum of Understanding, prior to registration of the draft plan;
 - (k) 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 blocks adjacent to all of the watercourse block/open space area/woodlot and stormwater management blocks to the satisfaction of the Development Services Department, Parks and Open Space; and further that the owner agree to maintain the fence until all final landscaping has been completed;
 - (l) provide an evaluation of the Chartwell Road ditch to determine the impact of the increased run-off directed to the ditch and the downstream culvert, for the entire length to the discharge to Morrison Creek. The owner shall be responsible for 100% of the costs associated with improvements required for increased capacity and erosion protection;
 - (m) all foundation drain sump pumps discharge to the rear of the dwellings and shall be directed to the creek valley via the provided drainage swales;
 - (n) submit monthly sediment and erosion control reports during construction, to the satisfaction of Conservation Halton and the Town of Oakville;
 - (o) provide a grading plan for the house on lot 1 which provides for a side yard grade that will match the grade of the adjacent side yard of number 526 Maple Avenue. All efforts shall be made to eliminate the need for the existing poor condition retaining wall and the provision for drainage and fencing to the satisfaction of the Development Services; and
 - (p) 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.
- (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 their properties abut a Town parkland and public walkways may be located abutting their lots. No Gates or openings shall be permitted within the Town owned fence located adjacent to the parkland;

- (b) Purchasers are advised that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited;
- (c) Purchasers are advised that the public 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;
- (d) 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;
- (e) Purchasers are advised that school sites are identified in the Eastlake Community, however, the right to attend schools in this community is not guaranteed. Pupils may have to be accommodated in portables or similar facilities or directed to schools outside the community. Furthermore, should bussing be provided, school busses will not enter cul-de-sacs and pick-up points will be generally be located on through streets. Additional pick-up points will not be located within the subdivision until major construction activity has been completed. With respect to the Halton Catholic District Schools, pick-up points will be on roads presently existing or at other pick-up areas convenient to the Board;
- (f) Purchasers are advised that home delivery is currently available in this community;
- (g) Purchaser are advised that the Builder and or Owner may NOT charge for the installation of "Street Trees" or "Boulevard Trees".
Purchasers are further 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;
- (h) Purchasers are advised that the following street(s) in the area may be designated as bus routes, and that bus stops and shelters may be installed along the street(s): Maple Avenue, Chartwell Road and Linbrook Road.;
- (i) Purchasers are advised that private landscaping is not permitted to encroach within the Town's road allowance;
- (j) 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.
- (k) Purchasers of lots or units abutting Neighbourhood or Community parks 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;
- (l) 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.
Purchasers are further advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots.
- (m) Purchasers are advised that 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
- (n) 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;
- (o) 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;

- (p) 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; and
 - (q) Purchasers of lots 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 acknowledges that in accordance with Corporate Policy #08-03-07 the Town collects Street Tree 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). The Owner further acknowledges that builder and or Owner may NOT charge homeowners for the installation of "Street Tree" or "Boulevard Tree". Prior to assumption should any homeowner have been charged for any tree located on the public road allowance or described in a purchase and sale agreement as a "Street Tree" or "Boulevard Tree", that homeowner 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 General Subdivision securities remaining.
 - (5) Unless the Town approves an alternate construction route the construction access for the Plan shall be provided north on Chartwell Road north to Cornwall Road and vice versa.
 - (6) The Owner agrees that the required parkland dedication is 0.03164 hectares for the land shown on the draft plan prepared by Cunningham McConnell Ltd. and dated February 27, 2009. It has been proposed that 0.01665 ha of Block 6 will be deemed as parkland dedication and therefore the extent of cash-in-lieu of parkland dedication has been determined to be \$11,107.59. The applicant/owner further agrees that they will not be compensated for the remaining over dedication. The open space block shown as Block 7 will not be considered as part of the parkland dedication requirement.
 - (7) The Owner agrees to prepare and implement a landscape, restoration and enhancement plan for the open space blocks associated with the Morrison Creek to the satisfaction of the Conservation Halton, Development Services Department and Parks and Open Space
 - (8) The owner agrees to construct Chartwell Road to a full urban road standard in conjunction with the servicing of the 3 lots fronting onto Chartwell Road. The Owner is 100% responsible for the costs of providing curb and gutter, sidewalk and pavement widening so as to complete the urban road section. The Owner agrees to a cash in lieu value of \$9,375.00 for the Chartwell Road sidewalk prior to registration of the agreement.
 - (9) The owner shall restore Maple Avenue to the satisfaction of the Town based on the extent of the new servicing disturbance. The restoration work shall include, but not limited to, the removal and replacement of the existing concrete sidewalk and curb, and the asphalt resurfacing to the road pavement to the limits of the damage (grind and overlay).
 - (10) The Owner is responsible for all required signage on the various blocks and lots which are part of this plan of subdivision and further, that in the event that the Town installs any signs on the Owner's 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 school sites are available and developed.
 - (11) The Owner will erect and maintain signs 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. The Owner will make these signs to the specifications of the Halton Catholic District School Board and erect them prior to the issuance of building permits.
 - (12) The owner agree to prepare a master plan covering electrical loading and staging for the site using the services of a qualified electrical consultant and contractor. This plan must be approved by Oakville Hydro.
 - (13) The Owner agrees to permit all electrical and telecommunication providers who have signed the Town's municipal access agreement to locate on the roads within the plan

- and that the Owner allow these services to connect to the buildings, all to the satisfaction of the Town.
- (14) All blocks for which there are no immediate building permit applications be graded, seeded and maintained to the satisfaction of the Development Services Section.
 - (15) 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.
 - (16) The Owner agrees to obtain a site alteration permit under By-law 2008-124 prior to any earth moving activities.
 - (17) The owner agree that during the development of the subdivision the watercourse block/valley lands area is not to be disturbed, however, the owner will post securities in the amount of \$115,000.00 with the Town of Oakville to assure the rehabilitation of the watercourse block/valley lands area in the event disturbance does occur.
 - (18) The owner agrees not to remove or disturb any trees on the subject property without the approval from the Town.
 - (19) The owner implement a tree preservation plan to the satisfaction of the Town of Oakville prior to the issuance of a site alteration permit and/or prior to receiving approval from the Town to pre-service the development.
 - (20) The Owner prepare and submit to the Town a tree plan showing the location and species of all existing trees equal to or greater than 130 mm caliper and the trees which are intended to be preserved to the satisfaction of the Parks and Open Space Department and Development Services Department and include the method of preserving these trees during the construction phase within the Development Agreement.
 - (21) 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.
 - (22) Prior to the execution of the agreement, the Owner shall 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 that the Owner agree to use best efforts to relocate these trees to locations satisfactory to the Town of Oakville.
 - (23) The Owner acknowledge 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, Halton Region 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.
 - (24) 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.
 - (25) 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.
 - (26) For any land to be conveyed to the Town including roads 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.

- (27) The Owner shall be required 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 agreement made for such servicing.
- (28) The Owner agrees to include in all offers of purchase and sale a statement which advises the prospective purchaser that the public schools on designated sites 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 the community. The Owner agrees to include on all offers of sale and purchase a statement which advises the prospective purchaser that should transportation be required, school buses will not enter cul-de-sacs and pick up points will generally be located on through streets convenient to the Board. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
- (29) The Owner agrees to erect a sign, to the specifications of the Halton District School Board, advising prospective residents that school site is not guaranteed and that students may be directed to schools outside the community.
- (30) 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."

- (31) The Owner agrees to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or bussing will be provided. The owner will make these signs to the specifications of the Halton Catholic District School Board and erect them prior to the issuance of building permits.
- (32) The Owner agrees that any existing water service or sanitary service lateral will be disconnected from the system and abandoned will be decommissioned per the standards and specification of Halton Region. The applicant is advised to contact Halton Region's Public Works Department Service Permit Section for details on abandoning water and sanitary services.
- (33) That 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 and walkways prior to the application for building permits to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space Department.. That the owner installs a 1.2 metre high black vinyl coated chain link fence, or equivalent, along the common boundary line, setback 0.3 metres on Town property, between the open space and the abutting residential lots. 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 to the satisfaction of the Development Services Department, Conservation Halton and Parks and Open Space.
- (34) The Owner provide a driveway entrance plan for Lots 1 and 2 to the satisfaction of the Development Services Department.
- (35) 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.
- (36) 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. The parties hereto agree that this agreement shall not be registered on title nor shall the Town's Chief Building Official 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 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.
- (37) 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.
- (38) The Owner covenants and agrees to use its best efforts to minimize noise disturbance to persons residing within the Plan or within proximity to the Plan while construction is ongoing therein. Without limiting the generality of the foregoing, the Owner hereby undertakes to operate heavy machinery, vehicles and equipment only during such hours of the day as the Town's Engineer, acting reasonably, shall specify in writing.
- (39) The Owner shall provide the Town with security in the amount of \$1,000 (as indicated on Schedule J) for the construction and installation 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.
- (40) 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 solicitor, addressed to the Town, certifying that the warning clauses contained in Schedule D, 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.
- (41) 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.
- (42) 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.

- (43) The Owner shall post additional lot grading security in the amount of \$3,000 per lot. 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, sodding and fencing 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.
- (44) 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.
- (45) The Owner agrees that notwithstanding the provisions this agreement, 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.

It is anticipated that the Owner will undertake this work within a time frame as specified by the Town. In the event that the Owner fails to do so, the Town may utilize the Owner's retained securities to complete the outstanding works, on behalf of the Owner.

Any outstanding works which are completed on behalf of the Owner will be subject to an additional administration charge to be determined by the Town.

- (46) The Owner shall 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. In addition the Owner agrees, prior to registration of the plan, to provide to the Town, a table, certified by an Ontario Land Surveyor, listing the land area of all Lots and Blocks as well as all streets within the plan.
- (47) The Owner shall agree in the Town's subdivision agreement that all building lots located within the plan will require approval under the Town's Site Plan Control By-law 2005-062.
- (48) The Owner shall 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.
- (49) 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.

- (50) 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 and digital discs (.dwg file format) of the registered plan of subdivision to the satisfaction of the Town, and that prior to registration of the plan, the owner's surveyor shall submit to the Town horizontal co-ordinates of all boundary monuments for the approved draft plan of condominium. These co-ordinates are to be based on 6 degree UTM Projection, NAD83 Datum and shall match the layering outlined in the Schedule N of the condominium agreement. Exemptions and alternatives to this can only be granted by the local municipal Engineering Services Section.
- (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

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

SCHEDULE "O"

Conditions of draft approval for Dominic D'Urzo (Plan 24T-09001/1611), dated June 29, 2010.