

**INDUSTRIAL SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate the            day of            , 2013.

B E T W E E N:

**PAULS BURLOAK NOMINEECO. INC.**

a company incorporated under the laws of the Province of Ontario

hereinafter called “the Owner”

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF OAKVILLE**

hereinafter called “the Town”

OF THE SECOND PART

**WITNESSETH THAT**

**WHEREAS** the Owner owns the land in the Town of Oakville described in Schedule “A” (the “Land”) hereto and proposes at this time to register a plan of subdivision of the Land substantially in accordance with the draft plan of subdivision which was approved by the Corporation of the Town of Oakville, File 24T-08007 and this Agreement has been made a condition of the approval of the Owner’s proposed plan by the said Corporation of the Town of Oakville.

**NOW THEREFORE** in consideration of the entering into of this Agreement and of the benefit of the covenants and Agreements herein contained, the parties covenant and agree as follows:

1. **INTERPRETATION**

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

- (a) “Engineer” when used in conjunction with electrical services means the Engineer of the Oakville Hydro Electricity Distribution Inc. or any engineer designated by him and when used in every other connection means the Director of Planning Services of the Town or any engineer designated by him;
- (b) “Mortgage” includes every person who holds an encumbrance upon the land described in Schedule “A”, and includes an unpaid vendor under an Agreement for sale;
- (c) “Town” includes, when used in connection with electrical services, the Oakville Hydro Electricity Distribution Inc.;
- (d) “Lot” means a parcel into which land has been divided by the plan and includes such a parcel although designated a block or by any other name;
- (e) “Plan” means the draft plan of subdivision hereinbefore recited as ultimately registered and for the purposes of this Agreement refers to the “M” plan described in Schedule “A-1”;
- (f) “Preservicing” means the construction of some or all of the services prior to plan registration; and
- (g) “Services” means the roads, sidewalks, stormwater management facilities and associated storm sewers, drainage and erosion control works, landscaping, electrical distribution system, street lighting and any special works described in the schedules to this Agreement, all as more particularly described in Section 2(2) hereof.

2. **MUNICIPAL SERVICES**

- (1) Preservicing may be permitted in accordance with Town policy approved by Town Council from time to time. The Owner acknowledges that if it preservices it is doing so entirely at its own risk (such risk to include the

possibility of delay of plan registration, changes to the plan, or the possibility that the plan may never be registered) and agrees to save the Town harmless from any legal action arising therefrom. Should the plan not be registered expeditiously, the Owner will allow the Town to enter upon the Land constituting the plan to rehabilitate the site, such entry not to constitute trespass.

- (2) The Owner will, at its own expense, construct and install to the satisfaction of the Engineer, in accordance with the standard specifications and drawings of the Town in force at the date of this Agreement and with the drawings, calculations and specifications filed with the Town as required by its subdivision engineering regulations and approved by the Engineer;
  - (a) the sidewalks and site work described in Schedule “B”;
  - (b) the storm sewer facilities described in Schedule “C”;
  - (c) that part of the street lighting and the electrical distribution system being installed by the Owner as described in Schedule “F”;
  - (d) the stormwater management facilities described in Schedule “G”;
  - (e) the landscaping work described in Schedule “H”;
  - (f) any special works required by this Agreement.
- (3) The electrical distribution and street lighting system shall be installed to Oakville Hydro Electricity Distribution Inc.’s current standards those parts of the street lighting and electrical distribution system described in Schedule “F”, and such installation shall be subject to the terms of Schedule “F”. The Owner shall:
  - (a) pay to Oakville Hydro Electricity Distribution Inc. all costs incurred by Oakville Hydro Electricity Distribution Inc. in respect of this construction by the Owner, as identified in Schedule “F”;
  - (b) reimburse Oakville Hydro Electricity Distribution Inc. for all costs related to Oakville Hydro Electricity Distribution Inc.’s construction of any portion or portions of the street lighting and electrical distribution system made necessary by the development which is the subject of this Agreement, as identified in Schedule “F”;
  - (c) compensate the Oakville Hydro Electricity Distribution Inc. for all expenses incurred by the Oakville Hydro Electricity Distribution Inc. for repair to any of its equipment or plant damaged during the period of construction of buildings or services within the subdivision; and
  - (d) notify the Engineer two weeks prior to laying sub-base on any road in order that he may arrange for installation of road crossings. There is no assurance that the Oakville Hydro Electricity Distribution Inc. will have a permanent distribution system for the supply of construction power when required. Should construction power be required prior to the installation of the permanent distribution system, the Owner will bear the additional cost to install and remove the necessary temporary plant or equipment.

### 3. PLANS

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

Exemptions and alternatives are subject to approval by the Town's Department of Public Works.

4. SURVEY WORK

- (1) The Owner will cause all lots to be marked in accordance with good surveying practice and keep all stakes and monuments shown on the plan in place and replace all missing stakes and monuments before the roads and services in the subdivision are assumed by the Town.

5. BUILDING LOT REQUIREMENTS

- (1) By reason of circumstances pertaining to the blocks listed in Schedule "L", action as therein indicated is required before building permits will be issued for those blocks.
- (2) Every application for a permit to build a building within the plan shall be accompanied by four copies of a plot plan showing the proposed grading, drainage of the lot and the existing and proposed grade elevations at the base of the trees which are to be preserved on the lot. The plot plan must be approved by the Owner's professional engineer, must be certified by him as complying with the drainage plan for the subdivision approved by the Town and must take into consideration the building design and its compatibility with the proposed grading and drainage of the lot.
- (3) The grading and drainage of the block when completed must be certified in writing by the Owner's professional engineer as complying with the plan filed under subsection (2) before the building is occupied.
- (4) Where a building is proposed to be erected in the vicinity of the bank of a ravine or watercourse, the horizontal distance between the building and the top of the bank shall not be less than twice the difference in elevation between the toe of the bank and a maximum grade elevation at the building, plus twenty feet, unless the application for a building permit is accompanied by a professional engineer's report satisfactory to the Town Engineer, demonstrating the drainage and soil and embankment stability conditions are such that it is possible to construct the building safely in the proposed location.

6. WEED CONTROL

Until the services are assumed by the Town the Owner will keep down the weeds on vacant lots and the weed inspector of the Town may, if after seven days notice in writing to the Owner the weeds on a lot are not cut or sprayed as required by the notice, have the weeds cut or sprayed and the Owner will repay the cost to the Town and the cost shall be a charge against the plan.

7. ROADS AND SIDEWALKS

- (1) Rough grading of all roads must be completed and approved by the Engineer before the installation of any other service.
- (2) No stone shall be spread on roads or sod laid until:
  - (a) the grading and condition of the subgrade and the ditches and back slopes have been inspected and approved by the Engineer; and
  - (b) the Engineer has inspected and satisfied himself that no damage has been caused to sewer manholes or watermain valve boxes and that the cover to any watermain has not been reduced.
- (2) During the construction of engineering services and site grading and until the roads are assumed by the Town, the Owner will:
  - (a) retain a professional engineer who will design, lay out and supervise the construction of the work;
  - (b) maintain reasonable access at all times for residents and for Town services such as garbage collection, fire fighting etc. and the Engineer shall be the sole judge of the reasonability of such access;
  - (c) maintain all roads in a dust free condition;
  - (d) on or before the 1<sup>st</sup> day of November in each year, complete such work as it has, on or before the 10<sup>th</sup> day of October in that year, been directed in writing by the Engineer to perform in order to place the roads in a satisfactory condition for the winter, including stoning and grading and the

installation of manhole covers and watermain valve boxes so as to prevent damage to snow ploughs;

- (3) Until the roads on the plan are paved and the curbs and gutters installed as required by this Agreement, the Owner will provide temporary surface drainage for the plan in accordance with a scheme submitted by the Owner and approved by the Engineer.
- (4) The Owner will commence the installation and laying of the curbs and gutters and the base layer of asphalt respectively, as required by this Agreement, within thirty days of having received written notice from the Engineer requiring the Owner to do so and the Owner will proceed expeditiously to complete such work, but nothing in this subsection relieves the Owner of its obligations to maintain the roads as required by this Agreement or if its obligations under of this Agreement, or under any other term of this Agreement.
- (5) If the Owner does not perform any work required by this section to the satisfaction of the Engineer upon one day's written notice to the Owner, the Engineer may order the work done and the cost shall be a charge against the plan and no further building permits will be issued until such time as it is paid.

8. WORK OUTSIDE THE PLAN

- (1) In certain instances, as for example, where the plan adjoins an existing road or where municipal services must be brought from some distance to the plan or taken some distance to a suitable outfall, the schedules may include work outside of the plan and this Agreement applies to work outside of the plan which is included in the said schedules in the same manner as if that work had been within the plan.
- (2) When work is performed on existing roads outside the plan of subdivision, they shall be reinstated by the Owner to the satisfaction of the Engineer. The Owner will be required to obtain all necessary road cut permits. Access must be maintained at all times to properties abutting such roads and the public protected to the satisfaction of the Engineer.
- (3) The work to be done outside the plan as listed on Schedule "B" will be completed according to the drawings and specifications set out in the schedules and at a cost to the Owner estimated in the schedules. This Agreement is also an agreement pursuant to Section 9(9) and 13(2) of the *Development Charges Act*. The Town will not be giving any credit for the aforementioned work against the development charge present or future except for those terms specifically identified for credit on Schedule "K".

9. WORKS TO BE CONSTRUCTED ON BEHALF OF TOWN – SCHEDULE 'K'

A. In this section, the following definitions apply:

- (a) **General Contractor:**  
The Owner shall have the right to retain separate contractors for each portion of the Town's Work that constitutes civil engineering, landscaping and electrical distribution, with each such contractor designated by the Owner for the purposes of this section as a "General Contractor" and collectively as "General Contractors" for performance of the Town's Work covered in each individual contract and in such event, a General Contractor shall perform certain of the obligations of the Owner hereunder relating to such portion of the Town's Work as more particularly set out in this Section.
- (b) **Minor Works Contractor**  
A Minor Works Contractor is a person, firm or corporation having a direct contract with the Owner to perform the Town's Work or any portion thereof, or to supply products worked to a special design according to the agreement, but does not include one who merely supplies products not so worked and does not include one who has a direct contract with a General Contractor.
- (c) **The Town's Work**  
The Town's Work means the total construction and related services required by this Section identified as Town's Work done on behalf of

- the Town, on Town owned lands or on lands to be owned by the Town after registration of the Plan and compliance with the inhibiting order.
- (d) **Substantial Performance of the Town's Work**  
Substantial Performance of the Town's Work is as defined in the *Construction Lien Act*, R.S.O. 1990, c. C30 and shall include all work identified in Schedule "K".
  - (e) **Total Performance of the Town's Work**  
Total Performance of the Town's Work means when the entire Town's Work, except those items arising from the provisions of this Section relating to WARRANTY, has been performed to the requirements of this Section as certified by a Qualified Landscape Architect for park work, certified by a Qualified Professional Engineer, for road work and certified by a Qualified Electrical Engineer for hydro work, and not rejected by the Town in accordance with this Agreement and shall include all works identified in Schedule "K".
  - (f) **Changes in the Town's Work**  
Changes in the Town's Work means additions, deletions, or other revisions to the Town's Work within the general scope of this Agreement.
  - (g) **Consultants**  
Subject to the Town's right of approval as hereinafter set out and to the extent required by the nature of the Town's Work, the Owner shall appoint the following consultants:
    - (i) **Qualified Landscape Architect**  
Qualified Landscape Architect means a member in good standing of the Ontario Association of Landscape Architects.
    - (ii) **Qualified Professional Engineer**  
Qualified Professional Engineer means a member in good standing of the Association of Professional Engineers of Ontario.
    - (iii) **Qualified Electrical Engineer**  
Qualified Electrical Engineer means an electrical engineer who is a member in good standing of the Association of Professional Engineers of Ontario.

## **B. THE TOWN'S WORK**

The Owner shall:

- (a) perform or cause to be performed the Town's Work required as set out in Schedule "K" and the tender documents whether within or outside of the plan for all park improvement, engineering work and electrical work identified as being done by the Owner on behalf of the Town in accordance with Schedule "K" and the tender documents and at a cost to the Town as estimated in Schedule "K";
- (b) do and fulfill or cause to be done and fulfilled everything indicated by this Agreement; and
- (c) commence or cause the commencement of the Town's Work by the date identified in Schedule "K" and subject to reasonable extensions resulting from Changes in the Work and to events of force majeure attain Substantial Performance of the Town's Work, as certified by a Qualified Landscape Architect, or Qualified Professional Engineer or Qualified Electrical Engineer, as may be appropriate, by the date identified in Schedule "K".

## **C. GENERAL CONTRACTOR AND MINOR WORKS CONTRACTOR**

- 1) The Owner agrees to preserve and protect the rights of the parties under the Contract with respect to Town's Work to be performed under subcontract and to:
  - (a) enter into contracts or written agreements with General Contractors and, if applicable, any Minor Works Contractor to require them to perform their portions of the Town's Work in accordance with and subject to the terms and conditions of this Agreement; and

- (b) be as fully responsible to the Town for acts and omissions of its General Contractors and any Minor Works Contractor and of persons directly or indirectly employed by them the same extent as for acts and omissions of persons directly employed by the Owner. The Owner therefore agrees that it will incorporate the terms and conditions of this Agreement into the General contractors' agreements and all contract agreements, if any, the Owner enters into with any Minor Works Contractor.
- 2) Where the Owner intends to enter into a general contract with a General Contractor to perform all or a portion of the Town's Work or if the Owner intends to enter into a direct contract with a Minor Works Contractor to perform a portion of the Town's Work, the Owner or its agent shall forthwith prepare such documentation as is necessary for the purpose of obtaining competitive prices to do such Town's Work, hereinafter referred to as the "Tender Documents".
  - 3) The Tender Documents shall be approved by the Town prior to being released by the Owner or its agent for the purpose of obtaining competitive prices to do the Town's Work or any portion thereof.
  - 4) Save as hereinafter provided, the Owner or its agent shall submit to the Town for its review a minimum of three (3) competitive bids, publicly opened, to do the Town's Work or any portion thereof resulting from the release of approved Tender Documents, together with an indication as to with which General Contractor or Minor Works Contractor and at what price the Owner intends to enter into a contract to the Town's Work or any portion thereof. For any contract for Ten Thousand dollars (\$10,000.00) or less, the Owner shall not be obliged to obtain three (3) bids to do such portion of the Town's Work, but the Owner shall submit to the Town for its review the proposed price that the Owner intends to enter into such a subcontract. The parties acknowledge that if this Agreement deals with a portion only of property that is being developed in phases by a series of subdivisions and that the Owner may be performing work on behalf of the Town on more than one phase. The Town agrees that where the Owner wishes to submit to the Town for its review a bid for the Town's Work or any portion thereof that is based on the competitive prices previously accepted by the Town for work performed on behalf of the Town for any prior phase, the Owner shall not be required to obtain three (3) bids to do the Town's Work included in such bid, but the Owner shall submit to the Town for its review the proposed price that the Owner intends to enter into such a subcontract.
  - 5) The Owner shall not enter into any general contract or subcontract to do the Town's Work or any portion thereof pursuant to the release of approved Tender Documents until the Town has approved the said contract. Approval hereunder is for the benefit of the Town only and there shall be no liability on the Town to the Owner for the sufficiency, validity or correctness of any subcontract.
  - 6) The Town may, for reasonable cause, object to the use of a proposed General Contractor or a proposed Minor Works Contractor and require the Owner to employ one of the other general contract or subcontract bidders; provided that if the Town objects to any proposed General Contractor and this General Contractor has been retained by the Owner for other work required by this Agreement, the Owner may at its option and upon prior notice to the Town terminate the work required by this Section unless the Town withdraws its objection to such General Contractor and the Town shall arrange to perform the Town's Work.
  - 7) Nothing contained in this Agreement shall create a contractual relationship between either a General Contractor and the Town or a Minor Works Contractor and the Town.
  - 8) Nothing contained in this Agreement shall create an agency relationship between the Town and the Owner.
  - 9) The Town may, for reasonable cause, object to the initial appointment of any of the proposed Consultants and require the Owner to employ

alternative consultants acceptable to the Owner and the Town.

**D. CONTRACT PRICE**

Subject to changes in the Town's Work made pursuant to this Section, the Contract Price shall be the total price as approved by the Town pursuant to Schedule "K" as adjusted to actual prices when known.

**E. PAYMENT**

- 1) Subject to applicable legislation and the provisions of this Section, and in accordance with legislation and statutory regulations respecting holdback percentages, the Town shall make bi-monthly payments in Canadian funds to the Owner:
  - (a) on account of the Town's Work certified complete by the Owner or its agent, and
  - (b) upon Substantial Performance of the Town's Work, as certified by a Qualified Landscape Architect, Qualified Professional Engineer, and Qualified Electrical Engineer, as applicable, pay to the Owner the unpaid balance of holdback monies then due, and
  - (c) upon Total Performance of the Town's Work, as certified by a Qualified Landscape Architect, Qualified Professional Engineer and Qualified Electrical Engineer, as applicable, pay to the Owner the unpaid balance of the Contract Price then due.

At the time of request for payment, the Owner shall provide evidence to the Town by way of Consultants progress certificates and statutory declarations by the Owner or by statutory declarations by a General Contractor or Minor Works Contractor as may be applicable, or such other evidence as the Town's Treasurer may approve that the Owner, has paid such amounts to the General Contractor or Minor Works Contractor, as the case may be.
- 2) The Town shall make the foregoing payments to the Owner on account of the Town's Work certified complete when performed to the satisfaction of the Town's Director of Parks and Open Space, the Town's Engineer and the Oakville Hydro Electricity Distribution Inc. as determined in accordance with this Agreement. Such payment shall be made no later than sixty (60) days after receipt of a certificate for payment from the Owner or its agent.
- 3) In the event that the payments are not made at the times set out in the Town's previous subsections hereof, the Owner shall be entitled to interest equal to the rate of interest earned during any period of delay by the Town on its Development Charge Reserve Fund calculated on a monthly basis.

**F. FINANCIAL REQUIREMENTS, MAINTENANCE AND DAMAGE SECURITY**

- 1) As security for the construction and installation of the Town's Work and for the other obligations of the Owner under this section, the Owner will deposit with the Town upon the execution of this Agreement, security for performance in an amount equal to one hundred percent of the estimated cost of such services provided for in Schedule "K", in the form of an unconditional irrevocable Letter of Credit in a form acceptable to the Town Treasurer from a chartered bank also acceptable to the Town Treasurer 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 Town's Engineer that the Owner is in default under this section.
- 2) Security for performance provided under this section may be reduced from time to time by an amount equal to one hundred percent of the Owner's share of the actual cost of Town's Work completed to the satisfaction of the Town's Engineer and paid for and upon which a maintenance bond or security for maintenance has been given.
- 3) For the purpose of such reduction, a progress certificate signed by the Owner's engineer accompanied by a statutory declaration confirming that the invoices have been paid, showing the apportionment of cost between the Owner and the Town and counter-signed by the appropriate Town Engineer, shall be conclusive that the work has been performed, and all such

certificates shall be numbered consecutively. A certificate of the Treasurer of the Town that security for maintenance has been given for any work referred to in a progress certificate may be accepted as correct by any person acting thereon.

- 4) Should the security lodged pursuant to this section, 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.
- 5) The Owner agrees to correct or cause to be corrected promptly any damage to the Town's Work caused by building activities or servicing of the properties within the Plan.

**G. TOWN'S RIGHT TO PERFORM THE TOWN'S WORK OR TERMINATE**

- 1) If the Owner should neglect to perform the Town's Work properly or otherwise fails to comply with the requirements of this Section to a substantial degree, the Town's Engineer, without prejudice to any other right or remedy it may have including without limitation, the rights to proceed without notice contained in this Section, may notify the Owner in writing that it is in default of its contractual obligations and instruct it to correct the default in the fifteen (15) working days immediately following the receipt of such notice. If the correction of the default cannot be completed in the fifteen (15) working days specified, the Owner shall be in compliance with the Town's instructions if it:
  - (a) commences the correction of the default within the specified time,
  - (b) provided the Town with an acceptable schedule for such correction, and
  - (c) completes the correction in accordance with such schedule.
- 2) If the Owner fails to correct the default in the time specified or subsequently agreed upon, the Town, without prejudice to any other right or remedy it may have, may:
  - (a) correct such default and deduct the cost thereof from any payment then or thereafter due the Owner, or
  - (b) correct such default and charge to the security posted any costs which the Town would not have been responsible for, but for the default or for which the funding of such costs is not provided for by the Town's Development Charge By-law if the work is to be paid for out of development charges, or
  - (c) terminate the Owner's right to continue with the Town's Work in whole or in part.
- 3) If the Town and the Owner cannot agree on an acceptable timetable for correction, the Town may terminate the Owner's right to continue with the Town's Work in whole or in part and charge to the securities posted any costs which the Town would not have been responsible for, but for the default or for which the funding of such costs is not provided for by the Town's Development Charge By-law if the work is to be paid for out of development charges.

Notwithstanding the notice requirements in this Agreement, if the Town, acting in good faith, determines that it has reasonable cause, either as a result of a real or apprehended emergency or as a result of other concerns of the Town, it may proceed to exercise the remedies contained in this Agreement without providing any notice or upon providing such reduced notice as the Town deems appropriate.
- 4) If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of its insolvency, the Town may, without prejudice to any other right or remedy it may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate this Agreement and charge to the security posted any costs arising from such termination which the Town would not have been responsible for, but for the default or for which the funding of such cost is not provided for by the Development Charge By-law if the work is to be paid for out of development charges.



- 5) Subject to reasonable extensions resulting from Changes in the Town's Work and to events of force majeure, if the construction of the services provided for in this Agreement has not been substantially completed in accordance with Schedule "K" within the time set out in this Section and if the Town does not choose to exercise its power to complete them or any of them not completed, the Owner may be required to enter into a new agreement with the Town to cover those areas in which the services have not been completed which may provide for their completion in accordance with any new requirements and specifications then currently being imposed by the Town upon subdividing owners.

**H. ASSIGNMENT**

Neither party shall assign the obligations of this Section or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

**I. CHANGES IN THE TOWN'S WORK**

- 1) The Town, without invalidating this Agreement, may make Changes in the Town's Work, with the Contract Price and time for performance of the Town's Work being adjusted accordingly, by written order.
- 2) No Changes in the Town's Work shall be proceeded with without a written order signed by the Town and no claim for a change in the Contract Price shall be valid unless so ordered.
- 3) When a Change in the Town's Work is proposed or required the Owner or its agent shall present to the Town for approval its claim for a change and the price with appropriate documentation in a form acceptable to the Town. The Town will satisfy itself as to the correctness of such claim and, when approved by the Town, a change order shall be issued to the Owner amending this Agreement as appropriate. The value of Town's Work performed in the change shall be itemized separately and included for payment with the regular certificates for payment and the security adjusted accordingly.

**J. INDEMNIFICATION**

- 1) The Owner shall indemnify and hold harmless the Town, its agents and employees from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Owner's performance of the Contract, provided such claims are:
  - (d) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
  - (e) caused by negligent acts or omissions of the Owner or anyone for whose acts it may be liable, and
  - (f) made in writing within a period of six years from the date of Substantial Performance of the Town's Work as set out in the certificate of Substantial Performance of the Town's Work.
- 2) The Owner shall indemnify and hold harmless or cause its General Contractors and Minor Work's Contractors to indemnify and hold harmless the Town, its agents and employees from any contraventions of the Occupational Health and Safety Act and for all legal costs incurred in the event that charges are brought against the Town pursuant to the Act.
- 3) The Owner acknowledges that the Town, its agents and employees have no authority under this Section to supervise the Town's Work.
- 4) The Owner will indemnify and save the Town harmless from all trust claims or construction lien claims enforceable against the Town or the Town's lands pursuant to the *Construction Lien Act* resulting from the Town's Work; provided that the Town makes the payments in accordance with the provisions of this Agreement and that the Town permits the Owner to contest in good faith the validity of any such claims.
- 5) The obligation of the Owner to indemnify hereunder shall be limited to two million dollars per occurrence from the commencement of the Town's Work until Substantial Performance of the Town's Work, and thereafter to an aggregate limit of two million dollars.

**K. INSURANCE**

- 1) Upon execution of this Agreement, the Owner shall, to the satisfaction of the Town, provide, maintain and pay for or ensure the provision, maintenance and payment for general liability insurance, automobile liability insurance, all risks property and boiler insurance, and where appropriate, aircraft and watercraft liability insurance and all risks contractor's equipment insurance for the Town's Work.
- 2) The general liability insurance shall be in the joint names of the Town and the Owner and any General Contractor (to the extent such insurance is provided by a General Contractor) with limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of five hundred dollars (\$500.00). The all risks property insurance shall be in the joint names of the Town and the Owner, and any General Contractor (to the extent such insurance is provided by a General Contractor), insuring not less than the sum of the amount set out in Schedule "K", with a deductible not exceeding one percent of the amount insured at the site of the Town's Work.
- 3) The duration of every insurance policy shall be from the date of commencement of the Town's Work until two (2) years following the date of Total Performance of the Town's Work.
- 4) The Owner shall be responsible for deductible amounts under the policies unless the damage has been caused by the negligent act or omission of the Town, its agents or its employees.
- 5) The Owner shall provide the Town with proof of insurance prior to commencement of the Town's Work and shall promptly provide the Town with either a certificate of insurance in a form reasonably satisfactory to the Town or a certified true copy of each insurance policy exclusive of information pertaining to premium bases used by the insurer to determine the cost of the insurance.

**L. PROTECTION OF PROPERTY AND CLEANUP**

- 1) The Owner shall protect or cause to be protected the Town's Work and the Town's property and property adjacent to the site of the Town's Work from damage and shall be responsible for damage which may arise as the result from constructing or causing to be constructed, the Town's Work.
- 2) All Town's Work done pursuant to this Section shall be performed in such a way as to cause no damage and minimal inconvenience to neighbouring properties or Town's Work or to existing buildings or Town's Work in any part of the registered plans of subdivision, and any damage done to such properties, Town's Work or buildings shall be made good by the Owner.
- 3) The Owner shall maintain or cause to be maintained; the Town's Work in a tidy condition and free from the accumulation of waste products and debris.

**M. DAMAGES AND MUTUAL RESPONSIBILITY**

If either party to this Agreement suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom it is responsible in law, then it shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

**N. WARRANTY**

The Owner agrees to correct promptly, at his own expense, defects or deficiencies in the Town's Work which appear prior to and during the period of time as set out in Schedule "K".

**O. OWNER'S RESPONSIBILITIES AND CONTROL OF THE TOWN'S WORK**

- 1) The Owner shall have complete control of the Town's Work and shall effectively direct and supervise or cause to be directed and supervised the Town's Work so as to ensure conformance with this Agreement. The Owner shall be solely responsible for construction means, methods,

techniques, sequences and procedures and for coordinating the various parts of the Town's Work under this Agreement.

- 2) Prior to commencing the Town's Work and prior to receiving payment on Substantial and Total Performance of the Town's Work, the Owner shall provide evidence of compliance by the General Contractors and any Minor Works Contractor of the Owner with the requirements of the Province of Ontario with respect to workers' compensation insurance including payments due thereunder.
- 3) The Owner shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workers' Compensation Act* and, upon failure to do so, the Town may after prior written notice to the Owner pay such assessment or compensation to the Workers' Compensation Board and deduct such expenses from the Owner or call upon the Security to satisfy the amount due, or otherwise collect such expenses from the Owner.
- 4) A final certificate of clearance from the Workers' Compensation Board is to be supplied from the Owner if the Owner is required to obtain Workman's Compensation having regard to the nature of the work and by the General Contractors and any Minor Works Contractor of the Owner to the Town prior to final payment.
- 5) Prior to final payment, a Statutory Declaration from the Owner if the Owner is required to obtain Workman's Compensation having regard to the nature of the work and from all General Contractors and any Minor Works Contractor of the Owner is to be completed and witnessed by a Commissioner of Oaths and supplied to the Town, which declares that all accounts for material, labour, Workers' Compensation Board, Unemployment Insurance and all taxes have been paid in full for the Town's Work.
- 6) The Owner shall ensure that all General Contractors and any Minor Works Contractor of the Owner each in relation to their respective portions of the Town's Work and the Owner itself for the portions of the work it does itself, are responsible for construction safety at the site of the Town's Work, for compliance with the rules, regulations and practices required by the applicable construction safety legislation, and for compliance with the latest rules and regulations under the *Ontario Occupational Health and Safety Act*.

**P. INSPECTION AND REJECTED TOWN'S WORK**

- 1) The Town shall at all times have access to the Town's Work.
- 2) Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Owner and whether incorporated in the Town's Work or not, which has been rejected by the Town as failing to conform to this Agreement, shall be removed or be caused to be removed promptly from the site of the Town's Work by the Owner and replaced or re-executed promptly in accordance with this Agreement at the Owner's expense.

**Q. RIGHTS AND REMEDIES**

- 1) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. It is agreed that whenever either party is called upon in this Section to exercise any discretion, to make any estimate, to give any consent or approval or to make any determination of fact, any such exercise shall be made reasonably and shall not be unduly delayed or withheld.
- 2) No action or failure to act by the Town or Owner shall constitute a waiver of any right or duty afforded any of them under this Section, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 3) If there are any differences between the parties to this Section as to the interpretation, application or administration of this Section or the state of completion of any of the Town's Work (herein collectively called "disputes") the party dissatisfied shall give written notice of such disputes to the other party, with such notice to set forth in reasonable detail the

particulars of the matters in dispute. The other party shall reply to such notice no later than fourteen (14) days after receipt setting out in such reply its grounds in reasonable detail and other relevant provisions of this Agreement.

- 4) If the matter in dispute is not resolved promptly, the Town's Work shall proceed so that there are not delays in completion pending settlement of the dispute, it being understood that by so doing neither party will jeopardize any claim they may have.
- 5) The parties may either agree to submit disputes to arbitration in accordance with mutually agreeable terms, failing which either party may submit the disputes to such judicial tribunal as the circumstances may require.

**R. DELAYS**

Notwithstanding anything contained herein or in this Agreement, if the Owner is delayed in the performance of the Town's Work by an act or omission of the Town or anyone employed by it or by labour dispute, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Owner or any General Contractor is a member or to which either is otherwise bound), fire, unusual unavailability of materials, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Owner's or any General Contractor's control acting reasonably, then the time for completion under this Agreement shall be extended for a reasonable period of time, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay.

10. CONNECTING SEWERS TO MUNICIPAL SYSTEM

Storm sewers may not be connected to the municipal system until the construction of sewers and connections within a service area is completed and the sewers cleaned to the satisfaction of the Engineer.

11. SERVICE CONNECTIONS

Connections to a main may be made only under the supervision of the Engineer, and all connections which involve tunnelling or cutting the gravelled or graded part of a highway must be made at the time of the installation of the main. The road and any drainage ditch must be restored at the cost of the Owner to its original condition.

12. STREET SIGNS

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

13. ADDRESS NUMBERING

The Owner will pay for assigning the necessary street numbers for each building within the plan, and when a building is constructed the Owner will indicate the municipal number on the building by a proper sign.

14. LAND FOR MUNICIPAL PURPOSES

- (1) The Owner will convey to the Town the lands and interests in land described in Schedule "I" for municipal purposes.
- (2) Lands required to be conveyed pursuant to Schedule "I" shall be conveyed in fee simple and shall be free of encumbrance.
- (3) Prior to release of the plan, the Owner will provide, for all land to be conveyed to the Town including all roads, a MOEE Level I environmental audit of such lands or a record of site condition which shows the land to be clear of soil contamination which would prevent industrial/commercial uses.
- (4) Easements to be conveyed to the Town (except for those hydro purposes which shall be as specified) shall be permanent easements permitting the Town to enter

from time to time, and to construct, maintain and repair drains, courses for water, pipes, sewers and conduits for all municipal services provided that the Town will repair the surface and make good any damage it does whenever it enters pursuant to its rights.

- (5) Except as herein otherwise provided, all conveyances must be deposited with the Clerk of the Town with the plan number left blank, before the Town gives approval to the plan for registration and the Clerk is authorized to insert the plan number when the plan has been registered.
- (6) Prior to registration of this Agreement, the Owner will provide postponements from all encumbrances so that this Agreement shall have priority over them.
- (7) The Town shall reimburse the Owner the sum of money as set out in Schedule “K” being determined in accordance with the Town of Oakville Development Charges By-law. Order Reimbursement to be in accordance with this Agreement.

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 approves 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.

16. NOTIFICATION OF SERVICES

The Owner will inform every purchaser of land within the plan, of the services provided and where the purchaser is to pay any part of the cost thereof, of the amount for which he will be responsible, and will cause such information to be recorded in any contract of sale entered into with a purchaser.

17. DRAINAGE AND EROSION CONTROL WORKS

- (1) The Owner shall convey to the Town any necessary easements required for the drainage and erosion control works described in Schedule “G”.
- (2) Where an existing watercourse is diverted, regraded, bridged or culverted, the Owner will indemnify the Town and save it harmless from all claims for damages through flooding resulting from the work until the roads and services in the plan have been assumed by the Town.
- (3) No building permit shall be granted for a lot abutting on any such diversion, regrading, bridging or culverting or through which it passes until all work is completed to the satisfaction of the Engineer.
- (4) All ditches shall be sodded from top of slope to top of slope and between the top of the slope of the ditch and the lot line.

18. VISIBILITY CLEARANCE

No hedge, fence or other structure on a corner lot may exceed three feet in height measured above the crown of the road at the intersection within a radius of thirty feet of the corner, but nothing in this section prevents the erection of any building that complies with the setback requirements of the relevant by-laws.

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.

- (3) Security for performance provided under this section may be reduced from time to time by an amount equal to eighty-five percent of the Owner’s share of the actual cost of Services completed from time to time to the satisfaction of the Engineer and paid for and upon which a maintenance bond or security for maintenance has been given, provided the reduction does not reduce the amount of the remaining security below twenty-five percent of the Owner’s share of the estimated cost of the services as set out in Schedule “J”. The remaining security held by the Town will be released when the services are finally assumed for maintenance by the Town.
- (4) For the purpose of such reduction, a progress certificate signed by the Owner’s engineer showing the apportionment of cost between the Owner and the Town and counter-signed by the appropriate Engineer, shall be conclusive that the work has been performed, and all such certificates shall be numbered consecutively. A certificate of the Treasurer of the Town that security for maintenance has been given for any work referred to in a progress certificate may be accepted as correct by any person acting thereon.
- (5) The Town may, as attorney for the Owner, enforce all performance bonds given by contractors to the Owner for any service, but this shall not constitute an assignment of any such bond. When the Town considers the contractor to be in default it may notify the Owner and the Owner will, within seven days proceed to enforce the bond and in default the Town as attorney for the Owner and at the Owner’s expense may enforce the bond.
- (6) The Owner will install and pay for all the Services described in Schedules “B”, “C”, “F”, “G”, “H” and “M” except for those items specifically identified for credit on Schedule “K”.
- (7) In the event that the cost of the electrical distribution system and street lighting differs from the estimate, the Owner will pay or receive the net difference. Such payment or receipt will be made forthwith upon demand and the Owner’s share of any additional cost shall be a charge upon the Land.

20. DEVELOPMENT CHARGES

The Owner will pay a development charge to the Town, in accordance with the Town of Oakville Development Charge By-Laws for each unit to be built within the Plan upon the issuance of the building permit for such unit. The amounts to be paid shall be in accordance with the development charges in effect when the building permit is issued and the amount of any increase shall be paid if a building permit is allowed to expire and there is an increase before a new permit is taken out. The Owner charges each lot on the plan with payment of the proper sums appropriate to it in accordance with this section. Payment shall be made before a building permit is issued. Upon payment of all amounts charged against the lot by this Agreement, the Town will give a release of the lot from this and any other charge hereunder in registerable form.

21. SUPERVISION COST TO TOWN

The Owner will pay to the Town a sum equal to five point five percent of the Owner’s share of the actual cost of all the services as shown in Schedule “J” for the services of the Town excluding the street lighting and electrical distribution system, but including processing of plans and supervision of works. This amount must be paid before the Town releases the plan for registration, subject to an adjustment or refund to the Owner in accordance with subsection (3) of Section 29 of this Agreement. No supervision fee shall be payable to the Town in respect of any of the works described in Schedule “K”.

22. TIMING

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

completed on behalf of the Town, the Town may go in and complete or perform at the Owner's expense and apply the security given for performance to reimburse the Town and, in the event that this insufficient, the unpaid balance shall be a charge on the Land comprised in the plan not already released and a debt payable by the Owner forthwith.

23. MAINTENANCE

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

24. TENDERS AND CONTRACTS

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

25. RESTRICTIONS

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

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

26. TEMPORARY RIGHT TO ENTER – LOT DRAINAGE

The Owner will allow the Town the right to enter upon the side four feet and the rear ten feet of each lot for the purpose of carrying out drainage work, but this right will cease when the Town assumes the roads and services on the plan. It is understood and agreed that this right binds the Owner and future owners of the Land by virtue of the *Planning Act*, R.S.O. 1990 as amended, and further, that the right hereby granted to the Town may be exercised by agents appointed by the Town.

27. The first building permit will not be issued until the Director of Building Services has assurance from the Town Engineer that all vacant lots and blocks with the Plan have been cleared of debris.

28. LANDSCAPING

The Owner will, before its plan of subdivision is released for registration, pay to the

Town in lieu of planting any trees on the public streets within the plan, the amount shown for the purpose upon Schedule “J”.

29. MISCELLANEOUS

- (1) Before the issue of a building permit for any lot, the Owner will supply the Town with a set of geodetic benchmarks on all streets in the subdivision.
- (2) Should the Owner request the Town, and the Town agrees to perform any of the work herein provided for, save for the Town’s Work in Section 9, the Owner will pay to the Treasurer of the Town, a sum equal to the estimated cost of the work and thereupon the security required under Section 19 will be reduced to one hundred percent of the Owner’s share of the remaining work.
- (3) All figures as to the cost of the services in this Agreement are estimates unless otherwise specified, and are to be adjusted to actual costs when ascertained.
- (4) Before calling for the issue of a building permit on any lot on the plan, the Owner will erect or at the option of the Town, the Owner will reimburse the Town and the Town will erect at each sales office (if constructed) and at each entrance to the plan or as required by the Town a clearly legible colour coded signs at least 1 metre by 1.5 metres showing locations where sidewalks are required, where parking is restricted, walkways, fencing, super mailboxes, various permitted uses within the plan and abutting the plan, designated parks and public open space and the like. The said sign would also contain a notice that bussing of school children may be required. The form and location of the sign shall be as approved by the Engineer and the sign shall be maintained in good condition and relocated as necessary until the roads and the services within the plan are assumed by the Town. At each sales office a copy of the approved lot grading plan and Oakville’s Official Plan will be prominently displayed together with a note indicating that further information can be obtained from the Oakville Engineering and Planning Departments respectively. At each sales office, the location of all super mailboxes, within the plan, will be prominently, displayed. The Engineer may require the removal of advertising signs within this subdivision upon completion and occupancy of over half of the subdivision. The Owner or the Town on the Owner’s behalf, will erect one prominently located within the plan land use plan not less than 3m by 5m to the satisfaction of the Town’s Development Co-ordinator. If erected by the Town, the Owner will reimburse the Town therefore.
- (5) Burning of brush, garbage debris and waste is permitted only with the written permission of the Fire Chief of the Town of Oakville.

30. GENERAL

- (1) The approval of the Town to the plan is not a representation that any permit will be issued for a lot.
- (2) All work done pursuant to this Agreement shall be performed in such a way as to cause no damage and minimal inconvenience to neighbouring properties or works or to existing buildings or works in any part of the plan and any damage done to such properties, works or buildings shall be made good by the Owner.
- (3) When the Engineer is satisfied that the Owner has satisfied its obligations hereunder with regard to services and that all monies payable to the Town by the terms of this Agreement have been paid, he will so report to Council and Council may thereupon assume the Services in the Plan, but the Town shall not be required to assume roads between October 31<sup>st</sup> of a year and May 1<sup>st</sup> of the following year.

31. OTHER PROVISIONS

- (1) The Owner will, before the plan is released for registration, provide to the Town a schedule of lot widths at a distance of 7.5 metres from the front lot line and of lot areas which schedule shall be accompanied by the certificate of an Ontario Land Surveyor that the Town’s zoning by-laws have been complied with.
- (2) Until the municipal Services which the Owner is required to construct at its own expense are assumed by the Town, the Owner will be responsible to see that earth and debris are not tracked on the Town streets outside of the plan. In



addition the Owner will, as soon as any building on the plan has been commenced, keep the street upon which the building is situate and all streets affording access to that street clear of earth, debris and building materials. If earth, debris and building materials are allowed to accumulate on any of the aforementioned streets either inside or outside of the plan, the Owner will clean the said streets and remove the debris and materials and if it fails to do so the Engineer may have this work done at the Owner's expense. The Town will try to notify the Owner in advance of cleaning and removal of debris and materials from the streets at the Owner's expense. The Owner will deposit security for performance under this paragraph in the amount shown upon Schedule "J" prior to release of the plan and the cost of any work done pursuant to this paragraph will be charged first against this security and when this security is exhausted shall be charged against any other security filed by the Owner pursuant to this Agreement.

- (3) The Owner will not dispose of or stockpile waste or surplus fill within the plan except by means of, and in locations approved by the Engineer, and will not remove such waste or surplus materials from the plan of subdivision except to a location approved by the Engineer and Director of Parks and Open Space.
- (4)
  - (a) The Owner will show on the general grade control plan for the subdivision all individual trees of diameter one hundred and thirty millimetres and greater measured at breast height, the existing grade elevation at the base of each tree and/or wood lots described by species and diameter range where it is not feasible to provide an individual tree inventory. The Owner will preserve and protect all such trees within the plan in accordance with good practice except those trees for which the Owner has the approval of the Director of Parks and Open Space to remove and no trees will be removed without such approval. All trees will be kept trimmed in accordance with good forestry practices until the plan is assumed. Similarly, all trees within the plan that have died during the construction process prior to assumption will be removed by the Owner at the Owner's expense if the Owner is required to do so by the Town's Urban Forester.
  - (b) Every application for a building permit under subsection 5(1) of this Agreement will show all individual trees on the plot plan whether part of a wood lot or not. The grade elevation (existing and proposed) at the base of each tree will be shown taking into consideration the necessary protective measures to accommodate the lot drainage. The plan will show those trees which are considered necessary and desirable to remove. No trees shall be removed for the purpose of construction without the approval of the Director of Parks and Open Space. All trees required to be preserved shall be protected during building operations to the satisfaction of the Director of Parks and Open Space including the area required for the stockpiling of excess earth within the plan of subdivision, and the Owner will not call for the issue of a building permit for any lot until all trees to be preserved on the lot have been satisfactorily protected in accordance with the standards established by the Town of Oakville. The Tree Preservation Plan will be implemented to the satisfaction of the Director of Parks and Open Space prior to the registration of the plan of subdivision. If the measures required for the protection of trees during building operations be permitted to become unsatisfactory, the builder or his representative will, on forty-eight hours notice from the Director of Building Services, reinstate the protection and if he fails to do so, the Director of Building Services will have the work carried out at the Owner's expense and charged against the security deposit under this Agreement. All trees required to be removed shall be removed prior to the issuance of a building permit unless otherwise directed by the Director of Parks and Open Space. The Owner will survey all jointly owned trees, notify adjoining property owners and obtain their written approval for trees protection or their removal prior to the regrading of the lot upon which the tree partially is standing upon. If the Owner is unable to obtain the approval of the abutting owner, it will obtain the approval of tree protection to the satisfaction of the Director of Parks and Open Space prior to the issuance of a building permit for that Lot.

- (c) Lots which abut Open Space Blocks or parkland Blocks will not be permitted direct access by gate or otherwise to the Open Space Block or parkland Block.
- (5) Where a sidewalk is required to be constructed in front of a lot, the Owner will not permit occupancy of any building built upon the lot, pave a driveway on the lot or on the roadway abutting, or landscaping the lot until the sidewalk is constructed. Notwithstanding the aforementioned requirements, winter occupancy prior to sidewalk construction may be permitted subject to the following:
- (a) In the opinion of the Engineer, construction of the sidewalk is inadvisable at the time because of winter conditions.
- (b) The Owner agrees to forthwith construct the sidewalk after the Engineer requires it to be done.
- (6) Subject to the provisions of Section 9 for the work being completed on behalf of the Town, until the streets and services within the plan have been assumed by the Town, the Owner will insure and keep insured to the same limits as the Town is insured against public liability and property damage, with the Town named as an insured party. The insurer and form of coverage shall be satisfactory to the Town Treasurer and a copy of the policy or other evidence satisfactory to the Town Treasurer shall be lodged with him before any start is made on the construction of engineering services.
- (7) Undeveloped blocks within the plan under development which have been disturbed out of their natural state or are difficult to maintain in a controlled state shall be graded, seeded and maintained by the Owner until construction commences thereon.
- (8) The Owner will, until all buildings to be erected on every block within the plan have been occupied, ensure that the lots and blocks do not become unsightly by the accumulation of garbage, debris or builder's waste. As security that it will comply with this subsection the Owner will, before the plan is released for registration, deposit with the Town by cash or chartered bank unconditional irrevocable Letter of Credit the amount shown in Schedule "J". The Town may, if the Owner has not cleaned up any such lot or block or twenty-four hours written notice from the Engineer, enter on and clean up the block, charging the cost to the security deposited under this subsection. The balance of the security remaining shall be refunded to the Owner when the last building on the plan has been occupied or when the roads and services in the plan are assumed by by-law, whichever occurs first. Burning of garbage and debris is permitted only with the written approval of the Fire Chief of the Town of Oakville.
- (9) Prior to the commencement of construction of engineering services, the Owner will erect a suitably supported snow fence, or if required by the municipality, chain link fence, where shown on the engineering and lot grading drawings referred to in Schedule "B". The Owner will maintain such fence until completion of the grading, construction, sodding or seeding on the lots and blocks abutting the fence, except those locations marked on the drawings as permanent. No fence installed pursuant to this paragraph need be maintained by the Owner after the plan is assumed. The purpose of this fence is to prevent unauthorized dumping and filling and to prevent damage to the block which is to be maintained as nearly as practicable in a natural state. Should any dumping or filling occur notwithstanding the Owner's efforts, the Owner will correct the damage forthwith in accordance with the directions of the Halton Region Conservation Authority.
- (10) The Owner will have the right to erect appropriate signs at locations approved by the Engineer, to advise that the roads within the Plan are not yet assumed by the Town and that members of the public travelling over such roads should exercise caution.
- (11) No building permits for any lots which are to abut a walkway or fence will be issued until the walkway or fencing has been installed or as required by the Town unless this subsection is waived by the Engineer. No building permits shall be issued for any building within 7.5m of the top of bank.
- (12) Prior to initiating any grading or construction within the plan, the Owner will prepare a stormwater management plan and prepare and implement a final

- detailed erosion and sedimentation control plan acceptable to the Halton Region Conservation Authority and the Town which will describe the means whereby erosion and siltation and their effects will be contained and minimized on the site both during and after the construction period. The Owner will not stockpile fill material within 15 metres of the approved top of bank to the satisfaction of the Engineer and the Halton Region Conservation Authority. The Owner will obtain the prior written approval of the Halton Regional Conservation Authority prior to construction of any stormwater outfall structures and creek works in accordance with Ontario Regulation 253/89.
- (13) The Owner will construct all stormwater management works in accordance with the plans referred to in the schedules, as approved by the Engineer and the MOE.
  - (14) The Owner will maintain all stormwater management and erosion and sedimentation control structures within the Plan in good repair throughout all phases of construction of the works described in this Agreement within the Plan and in a manner satisfactory to the MOE and the Town.
  - (15) The Owner will consult with the local crime prevention officers of the Halton Region Police Force respecting security issues.
  - (16) Except as herein otherwise provided, no building permit shall be granted for any lot until the Owner has installed curbs, gutters (or the curb base if extruded curbs are being used) and base course of asphalt in accordance with the Town's standards. The Owner will not require the issuance of a building permit for any lot until all Services are completed including stormwater facilities which must be constructed, operational and approved by the Town.
  - (17) No building permits shall be released until the joint use Hydro, Bell and Cable TV service, street light poles and fixtures, have been installed, inspected, approved and commissioned to the satisfaction of the Oakville Hydro Electricity Distribution Inc. and by Bell Canada. The Owner will convey to Bell Canada any easements required of Bell Canada for telecommunication services required for the subdivision prior to plan assumption without compensation.
  - (18) The Owner will employ construction methods to prevent the spread of fire within this plan. Specifically, and not so as to limit the generality of the foregoing, the Owner will not construct more than seven homes in a row of abutting lots without providing a fire break. A fire break may consist of a finished structure, a basement structure without framing or a space of at least 40 feet between buildings.
  - (19) Purchasers are to be advised by way of a notice contained in all agreements of purchase and sale for lots within the Plan that on certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also to be advised that prior to paving, they should ensure that there is no further settlement taking place.
  - (20) The Owner will not install the top course or base course asphalt without first obtaining the approval, in writing, of the Director of Public Works to proceed. The Owner will obtain from his professional engineer a certificate that all utility crossings have been installed. The Director of Public Works will review the certificate and advise the Owner, in writing, that it may proceed with the construction of base course asphalt.
  - (21) The Owner will not require the issuance of a building permit for a building upon any block until it first meets on site with the builders and the Engineer respecting road obstructions and cleaning and site cleanliness.
  - (22) The Owner will grade each block in accordance with the block grading plan within thirty days of the installation of the sidewalk or curb abutting the block. Furthermore, blocks will be sodded within the aforementioned period provided sod is available. If the Owner does not grade or sod in accordance with this provision, within the time stipulated, the Town may at its sole discretion enter upon the Land and do the work and charge the cost thereof to the security held for this purpose.
  - (23) The Owner will post conspicuously the approved subdivision grading plan in any sales office at which lots within the plan are being sold from and will include as part of any purchase and sale agreement for any lot within the plan a copy of the lot grading plan for the lot being purchased and the area adjacent

thereto.

- (24) The Owner will show as part of its building permit application for each block and install water saving devices including special low flow shower heads and special low gallonage water closets.
- (25) In the event that the Town erects any of the signs required pursuant to this Agreement, the Owner agrees to reimburse the Town for the supply, erection and relocation of such appropriate signs showing the land uses and other information on the subject and adjacent lands.
- (26) The Owner agrees to satisfy all the requirements, financial or otherwise of the Regional Municipality of Halton concerning Regional roads and provision of Regional services.
- (27) Prior to the issuance of a building permit for a building on a lot or block, the Owner will obtain the approval of the Town's Fire Department for emergency access required to provide fire protection to that lot or block during construction. The Owner will provide the required emergency access during all phases of construction to the satisfaction of the Town. In the event that the Owner does not comply with the provisions of this paragraph, the Town may remedy the default and charge the cost against the letters of credit posted in accordance with the provisions of this Agreement or approval.

32. **SPECIAL PROVISIONS UNIQUE TO THIS SUBDIVISION**

- (1) Insofar as any provision of the preceding thirty-one sections is inconsistent with the provisions of this section, the provisions of this section shall prevail and modify them accordingly.
- (2) The special provisions pertaining to this section are found in Schedule "M" and constitute a part of this Agreement just as if they were reproduced as part of this section.
- (3) No general release of any lot from the provisions of this Agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release. Where Owners are required to include warnings or notices in agreements of purchase and sale, purchasers from Owners will also give similar notices to their purchasers ad infinitum.
- (4) "Owner" for the purposes of this agreement 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.

**PAULS BURLOAK NOMINEECO. INC.**

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

\_\_\_\_\_  
Name:  
Title:  
I/we have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF OAKVILLE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**SCHEDULE 'A'**

**LEGAL DESCRIPTION OF LANDS TO BE DIVIDED**

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

**Part of Property Identifier No. 24858-0215 (LT)**

Parts of Lots 34 and 35 in Concession 3, south of Dundas Street, designated as Parts 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 on Reference Plan 20R-17477 (save and except Part 1 on Reference Plan 20R-18222. Parts 1, 2 and 3 on Reference Plan 20R-18255 and Parts 1, 2 and 3 on Reference Plan 20R-19332, Town of Oakville (geographic Township of Trafalgar), Regional Municipality of Halton.

**SUBJECT TO** an easement in gross over Parts 23, 24, 25 and 29 on Reference Plan 20R-17477, as described in Instrument No. HR622211.

**TOGETHER WITH** an easement over Part 3 on Reference Plan 20R-18255, as described in Instrument No. HR759303.

Registered in the Land Registry Office for the Land Titles Division of Halton (No. 20).

**SCHEDULE 'A-1'**

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

M-Plan prepared by Holding Jones Vanderveen Inc., Ontario Land Surveyors, showing 8 Blocks, Reference File No. 00-1230-MPLAN2.

**SCHEDULE 'A-2'**

ADDRESS FOR SERVICE OF THE OWNER:

**PAULS BURLOAK NOMINEECO. INC.**  
700 Dorval, Suite 306  
Oakville, Ontario  
L6K 3V3

**SCHEDULE 'B'**

**SIDEWALKS, ROAD WORKS, EARTH WORKS & GRADING 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 Rand Engineering Corporation bearing Town File SD572 and identified in the table below.

**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:**

Sidewalk, Road Works, Earth Work & Grading and Site Works	\$ 934,370.00
Intersection Improvements	\$ 124,950.00
15% Contingency and Engineering	\$ <u>158,898.00</u>
<b>TOTAL OWNER'S COST</b>	<b>\$ 1,218,218.00</b>

Dwg #	Description	Dwg #	Description
1A	General Notes	1	Underground Services Plan
2	Underground Services Plan	3	Aboveground/ Utility Plan
4	Aboveground/ Utility Plan	5	Storm Drainage Plan
6	Storm Drainage Plan	7	Sanitary Drainage Plan
8	Sanitary Drainage Plan	9	Watermain Plan
10	Watermain Plan	11	Grading Plan
12	Grading Plan	13	Plan & Profile – Great Lakes Boulevard
14	Plan & Profile – Great Lakes Boulevard	15	Plan & Profile – Great Lakes Boulevard
16	Plan & Profile – Burloak Drive	17	Plan & Profile – Michigan Drive
18	Plan & Profile – Michigan Drive	19	Plan & Profile – Michigan Drive
20	Plan & Profile – Michigan Drive	21	Plan & Profile – Sanitary & Watermain Easement
22	Plan & Profile – Sanitary & Watermain Easement	23	Pavement Marking Plan
24	Existing SWM Facility Works	25	Existing SWM Facility Works
26	O.P.S.D. - Details	27	O.P.S.D. - Details
28	Town of Oakville - Details	29	Region of Halton - Details
30	Erosion and Sediment Control Plan		



**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 Rand Engineering Corporation bearing Town File SD572 and identified in the table below

**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	\$ 751,689.00
Storm Water Management	\$ 143,300.00
15% Contingency and Engineering	\$ <u>134,248.35</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$1,029,237.35</b>

Dwg #	Description	Dwg #	Description
1A	General Notes	1	Underground Services Plan
2	Underground Services Plan	3	Aboveground/ Utility Plan
4	Aboveground/ Utility Plan	5	Storm Drainage Plan
6	Storm Drainage Plan	7	Sanitary Drainage Plan
8	Sanitary Drainage Plan	9	Watermain Plan
10	Watermain Plan	11	Grading Plan
12	Grading Plan	13	Plan & Profile – Great Lakes Boulevard
14	Plan & Profile – Great Lakes Boulevard	15	Plan & Profile – Great Lakes Boulevard
16	Plan & Profile – Burloak Drive	17	Plan & Profile – Michigan Drive
18	Plan & Profile – Michigan Drive	19	Plan & Profile – Michigan Drive
20	Plan & Profile – Michigan Drive	21	Plan & Profile – Sanitary & Watermain Easement
22	Plan & Profile – Sanitary & Watermain Easement	23	Pavement Marking Plan
24	Existing SWM Facility Works	25	Existing SWM Facility Works
26	O.P.S.D. - Details	27	O.P.S.D. - Details
28	Town of Oakville - Details	29	Region of Halton - Details
30	Erosion and Sediment Control Plan		

**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:**

Oakville Hydro will be entering into an agreement directly with Pauls Burloak Nomineeco Inc. for the electrical distribution system within this development. Pauls Burloak Nomineeco Inc. will be providing securities for this directly to Oakville Hydro. There is no need to include the Oakville Hydro security requirements within the Town's subdivision agreement. If you have any questions or comments, please let me know.

Thanks,

Dan

**Daniel P. Steele, P.Eng., M.B.A.**

*Director, Engineering & Construction*  
Oakville Hydro Electricity Distribution Inc.



**SCHEDULE 'G'**

**SILTATION CONTROL MEASURES**

**WORK TO BE DONE:**

The siltation control measures are to be performed in accordance with the engineering drawings prepared by Rand Engineering Corporation bearing Town File SD572

**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 Control Measures	\$ 50,000.00
15% Contingency and Engineering	\$ <u>7,500.00</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 57,500.00</b>

**SCHEDULE 'H'**

**LANDSCAPING AND FENCING**

SPECIFICATIONS:

Landscaping and fencing works to be completed in accordance with the landscape plans performed by Brodie & Associates bearing Town file SD572

Boulevard Trees	193	\$411.00	\$79,323.00
Zone 4 Planting			
Trees (whips)	180	\$110.00	\$19,800.00
Trees (30 mm cal.)	20	\$180.00	\$3,600.00
Shrubs	400	\$32.00	\$12,800.00
Zone 5 Planting			
Trees (whips)	405	\$110.00	\$44,550.00
Trees (30 mm cal.)	20	\$180.00	\$3,600.00
Shrubs	600	\$32.00	\$19,200.00
Sub-Total			\$182,873.00
Contingency	15%		\$27,430.95
<b>TOTAL OWNER'S COST</b>			<b>\$210,303.95</b>

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All work is to be performed according to the latest Conservation Halton standards for industrial ponds, as directed by Town and as detailed on the Drawings and in the Specifications as of the date of the Agreement.

## **SCHEDULE 'T'**

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

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

### **NOTES:**

- (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 Stormwater Management**  
Blocks 4 and 5
2. **For Parks:**  
None
3. **For 0.30m Reserves:**  
Blocks 6, 7 and 8
4. **Easement for Future Trunk Watermain in Favour of Halton Region:**  
Parts 1, 2, 3 and 4 on reference Plan 20R-      prepared by Holding Jones Vanderveen Inc., Ontario Land Surveyors. (File 00-1230-EASE2)

### Additional Notes:

The Owner is required to obtain from the Town of Oakville easements in favour of Halton Region on lands identified as Parts 16, 17 & 18 on reference plan 20R-17477 over Parts 1, 2 & 3 on reference Plan 20R-      prepared by HOLDING JONES VANDERVEEN INC (00-1230-REF20) for the purpose of sanitary and water main services.

In addition the Owner is required to obtain from the Town of Oakville an easement in favour of Halton Region on lands identified as Block 5 on Registered Plan 20M- prepared by HOLDING JONES VANDERVEEN INC (00-1230-MPLAN2) for the purpose of a sanitary and watermain services.

The owner is responsible for all works and fees associated with the above noted easements.

**SCHEDULE 'J'**

**SUMMARY OF FINANCIAL OBLIGATIONS**

**SERVICES TO BE SECURED**

Sidewalks Road Ways and sitework	Schedule 'B'	\$ 1,218,218.00
Storm Sewers SWM Facilities	Schedule 'C'	\$ 1,029,237.35
Siltation Control	Schedule 'G'	\$ 57,500.00
Landscaping including Boulevard Trees	Schedule 'H'	\$ 210,303.95
<b>SUBTOTAL</b> (See Section 19(1))		<b>\$ 2,515,259.30</b>

**ADJUSTMENT FOR WORK COMPLETED  
TO DATE**

**\$ (620,484.50)**

**TOTAL TOWN SERVICES TO BE SECURED**

**\$ 1,894,774.80**

TOWN SUPERVISION FEE – SECTION 21 – 5.5% of \$2,515,259.30	\$ 138,339.26
HST No. R121742456 (13%)	\$ 17,984.10
<b>TOTAL CASH PAYMENT</b>	<b>\$ 156,323.37</b>

**OTHER ITEMS TO BE PAID IN CASH**

Street Light Energization (Schedule M (41))	\$ 2,500.00
<b>TOTAL OTHER ITEMS TO BE PAID IN CASH</b>	<b>\$ 2,500.00</b>

**OTHER ITEMS TO BE SECURED**

Garbage security (Section 31(8))	\$ 5,000.00
Street Cleaning security (Section 31(2))	\$ 5,000.00
<b>TOTAL OTHER ITEMS TO BE SECURED</b>	<b>\$ 10,000.00</b>

**SCHEDULE 'K'**

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

WORK BEING DONE ON BEHALF OF THE TOWN

TOTAL – SCHEDULE K WORKS **\$NIL**

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

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

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

**SUMMARY:**

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

**SCHEDULE 'L'**

**CLEARANCE OF LOTS FOR BUILDING**

No building permit until this Agreement is registered.

No building permit 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 31(4), 31(10), 31(25).

Unless alternative satisfactory arrangements have been made with the Town, no building permit for any lot until the stormwater facilities are constructed, operational and approved by the Town – Section 31(16). Note : Pond is currently in operation.

No building permits for any lot until joint use Hydro, Bell and Cable TV service installed – Section 31(17).

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

**Schedule M(15)** The Owner agrees that Blocks 1, 2 and 3 on the Plan will be subject to Site Plan approval and securities for works within these developments will be paid as part of the Site Plan approval and that building permits will not be issued until Site Plan approval has been granted.

**Schedule M(16)** The Owner provide permanent fencing to demarcate the boundaries between private land and public land including parks, top-of-bank setbacks, open space, stormwater management facilities, school sites and walkways prior to the application for building permits to the satisfaction of the Development Services Department, and Parks and Open Space Department.

**Schedule M(27)** The Owner will design, construct and have in operation all necessary flood control facilities prior to the issuance of any building permits to the satisfaction of the Development Services Department.

**Schedule M(58)** 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.



**SCHEDULE ‘M’**  
**Special Provisions**

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

- (1) In addition to the requirements of Section 3 ‘**PLANS**’ of the Agreement, the Owner shall provide the plans and material set out in Schedule “N”.
- (2) The Owner agrees to complete the following to the satisfaction of the Town of Oakville and 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) all stormwater 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;
  - (c) no fill from the site may be dumped on or off-site in an area regulated by Conservation Halton without the prior written consent of Conservation Halton;
  - (d) undertake no regrading or stockpiling of fill material on the land within 7.5 metres (25 feet) of the watercourse block/open space area/woodlot without the written permission of and to the satisfaction of the Development Services Department and Parks and Open Space;
  - (e) investigate the feasibility of on-site bio retention practices in addition to roof-top, parking lot and/or parking lot storage as part of the larger stormwater plan at site plan stage;
  - (f) prepare and implement a landscape plan for the stormwater management facility to the satisfaction of Conservation Halton industrial stormwater management pond standards and the Town of Oakville;
  - (g) prepare and implement a detailed stormwater management report to the satisfaction of Conservation Halton and the Town of Oakville. The SWM report must conform to the Sheldon Creek Watershed Master Plan and other reports as indicated on Page 3 of the Rand Engineering Functional Servicing Letter Report
  - (h) erect a paige wire fence with appropriately backfilled filter cloth prior to the stripping of top-soil, construction or regrading 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;
  - (i) 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 stormwater 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;
  - (j) prepare and submit grading plans for all blocks backing onto the stormwater management block to the satisfaction of the Development Services Department, Parks and Open Space
  - (k) identify to the satisfaction of the Town of Oakville, existing trees on the subject Land 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;
  - (l) 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 stormwater management ponds on the subject Land and adjacent lands; and
  - (m) submit final clearance fee to Conservation Halton, pursuant to Schedule J of the

Region of Halton's Memorandum of Understanding. If the development is phased each phase will require a separate clearance fee;

- (3) Burloak/CNR crossing
  - (a) N/A Addressed in earlier phase (24T-09002/1635)
- (4) The Owner agrees to incorporate the following warning clauses in all offers of purchase and sale or lease agreements:
  - (a) Prospective purchasers/leasees are advised that this property may be 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.
  - (b) Prospective purchasers/leasees 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.
  - (c) Prospective purchasers/leasees are advised that Michigan Drive may be extended further east in the future to accommodate the development of the neighbouring lands to the east.
  - (d) Prospective purchasers/leasees are advised that mail delivery will be from a designated Community Mailbox. The owner/developer further agrees to determine to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- (5) The Owner acknowledges that the construction access will be north on Burloak Drive to the QEW and vice versa.
- (6) 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 Development Services Department.
- (7) The owner acknowledges that the subdivision agreement may provide for repayment of the work done on behalf of the Town first through credits against the component of the development charge from which the payment is to be made as building permits are issued and the balance will be paid to the Owner in the year the project is funded in the Capital Budget.
- (8) 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.
- (9) 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 Oakville Hydro, Development Services and Planning Services Departments.
- (10) The Owner provide to union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited.
- (11) 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.
- (12) Notwithstanding clause 28 LANDSCAPE, the Owner agrees at their cost to implement a municipal tree planting program for all public roads in accordance with the approved Composite Utility Plan. The selection of species, caliper and timing of work shall be undertaken in consultation with the Parks and Open Space Department and Development Engineering Department and in accordance with the latest Town standards and specifications.
- (13) The Owner agrees to maintain in a healthy condition all street trees until Assumption.

The Owner shall warranty all boulevard trees for a period of 2 years from the date of planting.

- (14) The Owner agrees to submit prior to Assumption an inventory of all boulevard trees planted by species, size, and x/y coordinates in a digital format acceptable to the Parks and Open Space Department.
- (15) The Owner agrees that Blocks 1, 2 and 3 on the Plan will be subject to Site Plan approval and securities for works within these developments will be provided as part of the Site Plan approval and that building permits will not be issued until Site Plan approval has been granted.
- (16) The Owner provide permanent fencing to demarcate the boundaries between private land and public land including parks, top-of-bank setbacks, open space, stormwater management facilities, school sites and walkways prior to the application for building permits to the satisfaction of the Development Services Department, and Parks and Open Space Department.
- (17) The Owner agrees not to remove or disturb any trees on the subject property subject to the Private Tree By-law 2008-156 without the approval from the Town.
- (18) 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.
- (19) For any land to be conveyed to the Town including roads and stormwater management blocks, the Owner shall provide a Record of Site Condition (RSC) confirming the lands are suitable for industrial/commercial use, which RSC shall be acceptable to the Town, acting reasonably.
- (20) The owner agrees to implement at no cost to the Town and as required by the Town, the following road and intersection improvements as identified in the Transportation Impact Study, prepared by the IBI Group, dated November 11, 2009:
  - Modifications to the Burloak Drive and Prince William/Superior Court intersection including any required alignment improvements, pavement marking modifications and the construction of a northbound right turn lane on Burloak Drive.
  - Provide two left turn lanes and a shared through/right lane on the eastbound approach of Burloak Drive and Street A.
  - Burloak Drive and Great Lakes Boulevard center median modifications as required by the Town.
  - Any signal phasing modifications required to the Rebecca Street/Bronte Road intersection to the satisfaction of the Town.

Further, the Owner agrees to provide a final updated version of the TIS to the Town prior to registration.

- (21) 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. This plan must be approved by Oakville Hydro.
- (22) The Owner agrees to pay for electricity supplied to light the streets in the development until occupancy. This will include the supply of power to the street lights, the commodity cost, transmission and independent electricity marketing operator charges, distribution charges and administration fees, details of which will be outlined in the subdivision agreement.
- (23) 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.
- (24) The Owner 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 Development Services Department.
  - (25) That storm sewerage, lot grading and street grading must be in conformity with the Town of Oakville's Storm Drainage Policies and Criteria Manual and to the satisfaction of the Planning Services Department in accordance with the Development Engineering Procedures and Guidelines Manual.
  - (26) The Owner agrees that if it is determined through detailed design that grade changes are required in order to accommodate development of lots/blocks adjacent to a buffer block, this grade change must be accommodated outside of the buffer block and the lot lines adjusted accordingly, to the satisfaction the Town of Oakville.
  - (27) The Owner will design, construct and have in operation all necessary flood control facilities prior to the issuance of any building permits to the satisfaction of the Development Services Department.
  - (28) The Owner install all erosion and sediment control measures, prior to development and maintain such erosion and sediment control measures throughout the construction process, including inspection after each rainfall, to the satisfaction of Conservation Halton and Town of Oakville staff, until all disturbed areas have been re-vegetated;
  - (29) Blocks 4 and 5 shall be dedicated to the Town as Open Space for the purpose of extending the northerly limit of the swm pond adjacent to the Michigan Drive right-of-way.
  - (30) The Owner submits monthly sediment and erosion control reports during construction, to the satisfaction of the Town of Oakville.
  - (31) The owner shall construct a maintenance access road, within the Sheldon Creek channel block north of Rebecca Street, to provide for access to the swm pond from Great Lakes Boulevard.
  - (32) The existing Town owned SWM facility, as constructed by Metrus, shall be comprehensively analyzed to determine the operational compliance with the Sheldon Creek Sub watershed Study requirements and the Town's current SWM Pond Design criteria. The owner shall complete or repair all identified pond deficiencies to the satisfaction of the Town. The owner shall at no cost to the Town provide additional land to the west of the existing swm pond where this analysis determines that additional table land is required for maintenance access to the pond structures or for any other need so as to comply with the Town's design criteria.
  - (33) 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.
  - (34) 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.
  - (35) The Owner will, at its expense, construct the landscaping and fencing according to the approved drawings set out in Schedule "H".
  - (36) 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.
  - (37) The Owner agrees to conduct a survey of the Land to identify all existing wells

- related to the former use of the Land. The Owner further agrees to decommission any existing wells in accordance with MOE guidelines prior to commencing the development of the Land to the satisfaction of Halton Region's Development Project Manager.
- (38) The Owner agrees to conduct a survey of the Land to identify all existing private septic systems related to the former use of the Land. The Owner further agrees to decommission any existing private septic systems in accordance with MOE guidelines prior to commencing the development of the Land to the satisfaction of Halton Region's Development Project Manager.
- (39) The Owner agrees to provide a minimum 10.0m wide easement on the subject property to be located along the entire frontage of Great Lakes Boulevard in favour of the Regional Municipality of Halton for the purpose of future trunk watermain protection. The easement shall be transferred by the Owner free and clear of any and all encumbrances and a Certificate of Title shall be provided in a form satisfactory to the Regional Director of Legal Services and Corporate Counsel.
- (40) The Owner acknowledges its responsibility to pay for electricity supplied to light the streets in the development until such time as the first development within the plan is occupied. Accordingly, the Owner hereby covenants and agrees that it will pay to the Town the sum of \$100.00 per light, which sum shall include the commodity cost, transmission and independent electricity marketing operator charges and distribution charges (hereinafter referred to as the "Street Light Cost").
- (41) The Owner agrees to obtain a site alteration permit, under By-law 2003-021 as amended by By-law 2008-124 or any subsequent amendments, prior to any earth moving activities.
- (42) The Owner agrees that all blocks for which there are no immediate building permit applications be graded, seeded, and maintained to the satisfaction of the Development Services Department
- (43) 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.
- (44) That the Owner/developer agree to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans: an appropriately sized sidewalk section (concrete pad), as per municipal standards and Canada Post standards, to place the Community Mailboxes on (a copy of the Standards will be provided upon request). The Owner 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 Owner.
- (45) The Owner/developer further agrees to determine and provide and fit up a suitable temporary Community Mailbox locations(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent CMB site locations (a gravel area with a single row of patio stones – spec to be provided). This will enable Canada Post to provide mail service to new businesses as soon as they are occupied. 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. (The Owner should provide evidence of how they intend to co-ordinate

- this activity in a timely manner to a safe and clean usable area).
- (46) The Owner will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
  - (47) The Owner will be responsible for officially notifying the tenants of the exact Community Mailbox locations prior to the closings.
  - (48) That the Owner agree to permit all electrical and telecommunication providers who have signed the Town's 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.
  - (49) The Owner agrees to provide Bell Canada with one or more conduit/s of sufficient size from each unit to the room/s in which the telecommunication facilities are situated and one or more conduit/s from the room/s in which telecommunication facilities are located.
  - (50) That prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication/ telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the communication/ telecommunication infrastructure, the Owner 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).
  - (51) 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 Land and within or around the on-site sales office.
  - (52) 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 Land 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.
  - (53) The Owner acknowledges that public safety requires the maintenance of effective public street signage 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.
- (54) 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.
- (55) 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.
- (56) 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 Block or Blocks 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.
- (57) The Owner agrees to prepare a Traffic Management and Street Signage Plan to the satisfaction of the Town. The Owner shall be entirely responsible for implementation of the plan including all financial costs.
- (58) 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.
- (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/agent, their successors and assigns are hereby notified of the following:
- i) The Development Charges of the Town of Oakville are payable in accordance with the applicable Development Charges By-laws, upon issuance of a building permit, at the rate in effect on the date issued.
  - ii) An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 -

Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "DANGER – Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

- iii) Regional Development Charges and Surcharges are payable in accordance with the applicable Regional Development Charge By-law and are required at the following stages: Subdivision Agreement: Water, Wastewater and Surcharges (including any Blocks intended for future development at the maximum density permitted under the applicable zoning by-law). Building Permit Issuance: All remaining Region-wide Development Charges in effect on the date of issuance. Note: Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to all Regional Development Charges (including water, wastewater and surcharges not collected at the subdivision agreement) prior to the issuance of the building permit, at the rate in effect at the date of issuance. It should be noted that a development agreement and any other agreements may be required to collect Regional Development Charges in advance of these two stages.
  - iv) Educational Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield which is specified by the Subdivision agreement are subject to Education Development Charges prior to the issuance of a building permit, at a rate in effect at the date of issuance.
  - v) Canada Post Corporation's Multi Unit Policy will be in effect for any Multi Unit Buildings. It will be the Owner's responsibility to purchase and maintain Centralized Mail Boxes for this development type.
- (62) The Owner hereby covenants and agrees to deliver to the Town following materials (hereinafter in this section referred to as the "Materials" within the times herein provided:
- I. Prior to registration of the Plan:
    - i. a table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands to be dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands"); and
    - ii. a table in form and content acceptable to the Town, and certified by the Owner's Engineer, setting out all materials constructed for the Town, the dates of their estimated respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs.
  - II. Prior to Acceptance for Maintenance:
    - i. updated table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands"); and
    - ii. updated table in form and content acceptable to the Town, and certified by the Owner's Engineer, setting out all materials constructed for the Town, the dates of their respective installation, together with certification of their fair market values at installation, including contract administration and supervision costs, all engineering and design works costs where not previously certified.
  - III. Prior to Assumption of the Plan:
    - i. updated table in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands dedicated to the Town pursuant to this agreement, including rights of way (hereinafter referred to as the "Dedicated Lands") and not previously certified; and
    - ii. updated table in form and content acceptable to the Town, and certified by Engineer or Appraiser as applicable, setting out all materials constructed for the Town, the dates of their respective installation, together with certification of their



fair market values at installation, including contract administration and supervision costs, all engineering and design works costs where not previously certified.

- (63) 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.
- (64) The Owner agrees that notwithstanding the provisions of Clause 19 (3), the Town may, at its sole discretion, require the securities posted pursuant to this agreement to be retained, in whole, or in part, or additional securities to be posted by the Owner for rectification or warranty of any outstanding works to be constructed under this agreement as a condition of the assumption of the plan
- (65) The conditions of draft approval, attached hereto as Schedule “O”, are hereby incorporated into, and form part of, this Agreement, *mutatis mutandis*.
- (66) New Subdivision Agreement Format
  - (1) 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, at the option of the Owner, be administered in a manner consistent with holdback provisions of new subdivision agreement. The remaining security after the reduction contemplated in Section 19(3) of this Agreement or as provided in the new standard form of subdivision agreement, in the event the Owner has elected to have the holdback administered in accordance with the latter agreement, (the “Remaining Security”) shall be retained by the Town as security for the Owner’s remaining obligations under the Agreement, including without limitation, the ongoing maintenance obligations relating to the Services, and shall be released, from time to time, in accordance with the provisions of Section 66(2) and Section 67 of this Schedule M.
  - (2) Except as provided in Section 67 of this Schedule M:
    - (i) The Owner will maintain all Services installed pursuant to this Agreement for one year from the date of completion to the satisfaction of the Engineer;
    - (ii) When the Services installed pursuant to this Agreement or any class of the said Services which are, in the opinion of the Engineer, capable of independent completion, have been completed to the satisfaction of the Engineer, the Engineer will issue a certificate of completion; and
    - (iii) The Owner agrees to correct promptly, at his own expense, defects or deficiencies in the Services which appear prior to and during the within maintenance period. Upon the expiry of the maintenance period and provided that the Owner has complied with its obligations hereunder, upon application of the Owner, the Remaining Security may be reduced from time to time, to reflect the reduced maintenance obligations of the Owner hereunder, provided that at all times, the Remaining Security is sufficient to meet the remaining obligations of the Owner hereunder.
- (67) Stormwater Management Facility
  - (1) The Owner will be responsible for the monitoring and maintenance of the Stormwater Management Facilities as described in a separate agreement between the Town of Oakville and Urban Core Road Builder Consortium Inc. dated November 16, 2007 and registered as HR621877 (the “SWM Facilities”), until the assumption of the SWM Facilities by the Town, in accordance with the agreement, registered on title.
  - (2) The Owner agrees to pay to the Town upon assumption of the SWM Facilities an amount to be determined as per the Town’s maintenance and monitoring guidelines for stormwater management facilities (the “Stormwater Management Fee”). The amount of the Stormwater Management Fee will be determined from the detailed stormwater management facility “Maintenance Design Program but in any event will not exceed Seventy-Five Thousand Dollars (\$75,000.00).

- (3) The Owner agrees to correct promptly, at his own expense, defects or deficiencies in the SWM Facilities which appear prior to and during the within maintenance period. Upon the expiry of the maintenance period and assumption of SWM Facilities by the Town, and provided that the Owner has complied with its obligations hereunder, the balance of the Remaining Security shall be released to the Owner.
- (68) The Owner acknowledges that the Owner is required to enter into a separate agreement with Oakville Hydro. Notwithstanding anything in the following clauses in this agreement,
- 1 INTERPRETATION - (a) and (c);
  - 2 MUNICIPAL SERVICES - (3), (a), (b), (c) and (d);
  - 3 PLANS - (1);
  - 9 WORKS TO BE CONSTRUCTED ON BEHALF OF THE TOWN SCHEDULE 'K' - A (e) and E (2); and
  - Schedule 'F'

In the event of actual conflict between the above noted and the provisions of the Hydro agreement with respect to the obligations of the Owner with respect to matters under the authority of Oakville Hydro the Oakville Hydro agreement shall prevail. It is also acknowledged that no Hydro securities are being taken by the Town under this agreement.

**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**

LAYER	OBJECT	ENTITY TYPE	ENTITY
<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 Great Lakes Business Park Land Trust 1 (Plan 24T-08007/1635), dated May 11, 2010.