



Province
of
Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

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<p style="text-align: center;"><i>from 6/1</i> <i>LET 55012</i></p> <p style="font-size: 24pt; text-align: center;">L 10012714</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT VICTORIA (57) LINDSAY</p> <p style="text-align: center;">*00 DEC 21 PM 2 36</p> <p style="text-align: right;"><i>L. W. Kerr</i> Acting Land Registrar</p> <p style="font-size: 8pt;">FOR OFFICE USE ONLY</p> <p style="font-size: 8pt;">New Property Identifiers</p> <p style="font-size: 8pt;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 8pt;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 32 pages	APPENDIX "C"
	(3) Property Identifier(s) Block Property to Additional: See Schedule <input type="checkbox"/>		
	(4) Nature of Document Application to Register Notice of an unregistered estate, right, interest or equity.		
	(5) Consideration Dollars \$		
	(6) Description Parcel 24-1, Section 9-Conc.8-Manvers being part of Lot 24, Concession 8, designated as Parts 3 and 4, Plan 9R-2719, Township of Manvers, County of Victoria		
(7) This Document Contains:		(b) Schedule for:	
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

Application to Register Notice of an unregistered estate, right,
interest or equity.
Subdivision Agreement attached.

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

WOODLAND HILLS COMMUNITY INC.

by its solicitor,

Donald W. Kerr

Signature(s)

Date of Signature

Y M D
2000 12 20

(11) Address
for Service

3 Strathearn Road, Toronto, M6C 1R2

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address
for Service

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

DONALD W. KERR
3 STRATHEARN ROAD
TORONTO, ONTARIO
M6C 1R2

Fees and Tax

Registration Fee

Total

2

The Land Titles Act

Application to Register Notice of an unregistered right, interest or equity under Section 74 of the Land Titles Act.

To: The Land Registrar of the Land Titles Division of Victoria No. 57

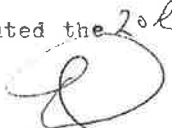
The Corporation of the Township of Manvers has an unregistered estate, right, interest or equity in respect of the land designated as

Parcel 24-1, Section 9-Conc.8-Manvers, being part of
Lot 24, Concession 8, designated as Parts 3 and 4,
Plan 9R-2719, Township of Manvers, County of Victoria

by way of a Subdivision Agreement dated October 10, 2000 made between Woodland Hills Community Inc. and The Corporation of the Township of Manvers.

And hereby applies under Section 74 of the Land Titles Act for entry of a Notice of Agreement being the Subdivision Agreement hereinbefore referred to, in the Register for the said Parcel.

Dated the 20th day of December, 2000.



Donald W. Kerr

Solicitor for the Township of Manvers

the Address of the Applicant

P.O. Box 210,

Bethany, Ontario

Land Titles Act

Affidavit in Support of An Application for Entry of Notice under Section 74 of the Act.


I Donald W. Kerr, of the City of Toronto, Make Oath and Say as Follows:

I am the Solicitor for the Corporation of the Township of Manvers, the applicant named in the attached application for entry of a Notice of Agreement Under Section 74 of the Land Titles Act.
The particulars of the Township's interest in the land are as follows:

Subdivision Agreement dated the 10th day of October, 2000 made
between Woodland Hills Community Inc. and The Corporation of
the Township of Manvers and attached hereto.

Sworn before me at the City of
Toronto, this 20th day of
December, 2000


A Commissioner etc.



Donald W. Kerr

MARY LOUISE KERR, a Commissioner, etc.,
Municipality of Metropolitan Toronto, for
Donald W. Kerr, Barrister and Solicitor.
Expires January 9, 2001.

CORPORATION OF THE TOWNSHIP OF MANVERSSUBDIVISION AGREEMENTINDEX

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THE CORPORATION OF THE TOWNSHIP OF MANVERS

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this 10th day of October, A.D. 2000.

B E T W E E N :

**WOODLAND HILLS COMMUNITY INC. and
WATERSMEET CORPORATION,**

Hereinafter called the "Owner"

OF THE FIRST PART

A N D

**THE CORPORATION OF THE TOWNSHIP
OF MANVERS,**

Hereinafter called the "Municipality"

OF THE SECOND PART

A N D

**COEUR DE LION LIMITED,
531961 ONTARIO LIMITED and
METARCHON SYSTEMS LTD.,**

Hereinafter called the "Mortgagee"(s)

OF THE THIRD PART

WHEREAS the Owner warrants that he is the registered owner of the lands included in the Plan of Subdivision, and affected by this Agreement and described in Schedule "A" to this Agreement.

AND WHEREAS the Owner warrants that he is the Owner of the lands described in Schedule "A" and further warrants that the Mortgagee(s) is the only Mortgagee(s) of the lands.

AND WHEREAS the Owner consents to the insertion of the Registered Plan Number in Schedule "A" attached hereto after the registration of the Plan.

AND WHEREAS the Owner is required by the Municipality to dedicate for public purposes certain portions of the lands.

AND WHEREAS the word Owner where used in the Agreement includes an individual and Association, a Partnership, or a Corporation and where the singular is used herein it shall be construed as including the plural.

AND WHEREAS the Owner has requested the Municipality to approve the said Plans, and to advise the Minister of Municipal Affairs of such approval, and the Owner in order to obtain such approval and pursuant to the conditions of the approval, imposed by the Minister, has agreed to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the approval of the Plan by the Municipality, the parties hereto covenant and agree as follows:

1. PUBLIC SERVICES

1.1 The Owner shall at his own expense, in the manner and within the time limited by this Agreement, design and construct the various public services as set forth in Schedule "B" to this Agreement and shown on the approved Engineering Drawings.

1.2 The parties hereto agree that for the purposes of this Agreement, the public services referred to in subsection 1.1 shall upon final acceptance, vest in the Municipality.

2. PLANS AND SPECIFICATIONS

All Services shall be constructed in accordance with the plans and specifications approved by the Municipal Engineer. Approval by the Municipal Engineer shall be deemed not to have been given where the plan of subdivision herein has not been registered and where the engineering design drawings and specifications therefore do not comply with all applicable laws. The engineered drawings and the specifications therefore referred to in Schedule "B" and any other design drawings and specifications approved by the Municipal Engineer may be amended from time to time. Any such amendment shall not be effective unless approved by the Municipal Engineer. All design drawings and specifications therefore and any other plans and drawings required by the terms of this agreement shall be prepared and submitted in accordance with the acceptable design criteria and standard detail drawings adopted by the Municipality and any elevations on any plans and specifications or any plans required pursuant to this agreement shall refer to and relate to the Geodetic Bench Mark as referred to therein.

3. CONSULTING ENGINEER

3.1 The Owner agrees to retain a Professional Engineer, who holds a certificate of authorization, as required by the Professional Engineers Act of the Province of Ontario, as the Consulting Engineer for the Owner to carry out all the necessary engineering, including design, contract administration, and resident supervision of the work required for the development of the Subdivision.

3.2 For resident supervision, the Consulting Engineer shall be represented continuously at the site during the performance of the work described under Schedule "D".

3.3 The Consulting Engineer for the Owner shall provide "as constructed" mylar reproducible drawings of the Engineering Drawings to the Municipality prior to final acceptance of the Subdivision.

3.4 The Consulting Engineer shall approve all lot site grading plans which are to accompany applications for building permits. The lot site grading plan will reflect the requirements of the approved lot grading plan. Following construction, the Consulting Engineer shall certify that the property has been graded in accordance with the approved site grading plan.

The cost of approving building site grading plans and the certification of lot grading will be borne by the Owner and/or builder.

4. DRAINAGE

4.1 All lots, blocks, and streets within the Plan of Subdivision and all lands of the Owner abutting the Plan shall be graded to drain in accordance with the overall grading plan and specifications as approved by the Municipal Engineer.

4.2 Until the roads laid out according to the said Plan have been expressly assumed by the Municipality as part of the Municipal road system, the Owner shall provide adequate drainage of the surface water from the area subdivided. The Owner shall lay out such roads and grade the same together with the lands surrounding the same in such a manner that no damage shall result by reason of the drainage therefrom to persons outside the Subdivision or to lands within the Subdivision.

4.3 If, as the Subdivision develops, it becomes apparent to the Municipality that further drainage works shall be necessary either upon the subject lands being developed or beyond the boundaries thereof, the Owner shall forthwith provide the same upon a receipt of a written notice from the Municipality. The necessity of such drainage work shall be in the sole discretion of the Municipal Engineer.

4.4 The Owner further agrees that the said drainage plans will indicate any known existing tile drainage system.

4.5 The Municipality shall not approve of the plan of subdivision for registration until such time as the developer has submitted to the Municipal Engineer and the Kawartha Region Conservation Authority for their approval a detailed report and drawings showing the means whereby stormwater management will be implemented and the means whereby erosion and siltation will be contained and minimized, both during and after the period of construction, which shall including the completion of all services as described in Schedule B and the housing construction. Furthermore, the developer hereby undertakes to provide site supervision by a qualified professional engineer to ensure compliance with the approved stormwater management report and drawings as approved by the Municipal Engineer and the Kawartha Region Conservation Authority. The developer hereby acknowledges that the Municipality may, at the developer's expense, carry out any inspection or work necessary to ensure that the stormwater management control measures are implemented if the Owner, in the sole opinion of the Municipal Engineer, fails to do so.

5. SCHEDULING BY THE MUNICIPALITY

5.1 Where, in the opinion of the Municipal Engineer, construction of services will benefit or serve land that is not included in the Subdivision, the Owner will observe such order of installation of the services as the Municipal Engineer may require from time to time.

5.2 The Owner is hereby notified that under the terms of this agreement the Owner may be required to upgrade certain existing services which are required to service the subdivision. These services, if required, are identified in Schedule "B".

6. QUALITATIVE OR QUANTITATIVE TESTS

6.1 The Municipal Engineer may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any services required by this Agreement, and the costs of such tests shall be paid by the Owner within ten (10) days of the account being rendered by the Municipality. The charges herein are in addition to the engineering fee referred to in Section 25.

7. NOTIFICATION OF COMMENCEMENT

The Owner shall not commence the construction of any of the services or works pertaining to the Subdivision until:

7.1 The engineering design drawings and specifications therefore and the Subdivision Agreement have been approved by the Municipal Engineer.

7.2 The engineering drawings, specifications and stormwater management plans have been approved by the Ministry of the Environment and Energy, the Ministry of Natural Resources, and the Kawartha Region Conservation Authority as required.

7.3 The Subdivision Agreement has been executed by the parties hereto and has been registered.

7.4 The Owner has provided 48 hours written notice to the Municipal Engineer. The Owner shall, after any cessation or interruption of construction, provide 48 hours written notice to the Municipal Engineer of his intent to recommence work.

7.5 A letter of credit or other financial security satisfactory to the Municipality as well as the liability insurance policy referred to in Section 24 of this agreement as being filed with the Clerk of the Municipality.

7.6 Notwithstanding anything contained in this Section 7 to the contrary, it is specifically acknowledged that the Owner had previously entered into a preservicing agreement which provided for the pre-servicing of the lands herein.

8. USE OF WORKS BY MUNICIPALITY

8.1 The Owner agrees that the Works may be used by the Municipality or other authorized persons for the purpose for which such works are designed. Such use shall not be deemed an acceptance of the works by the Municipality and shall not in any way relieve the Owner of his obligations in respect of the construction and maintenance of the Public Services so used.

8.2 The Owner shall co-ordinate his work with the installations of all other utilities. Without limiting the generality of the foregoing, such utilities may include Ontario Hydro, a local Utilities Commission if applicable, Consumers Gas, Bell Canada, and cable television.

9. DEFAULT BY OWNER

9.1 If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this Agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this Agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect is not remedied within ten (10) clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Municipal Engineer, whose decision

shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour, equipment and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the Municipality of any liability in connection therewith nor a release of the Owner from any of his obligations under this Agreement.

10. DEBRIS AND FILL - PUBLIC LANDS

10.1 The Owner shall neither dump nor permit to be dumped, any fill or debris, on, nor to remove or permit to be removed any fill or existing materials from any public lands other than such dumping or removal involved in the actual construction of roads in or abutting the Subdivision without the written consent of the authority responsible for such lands. The Owner shall, on request, supply the Municipality with an acknowledgment from such authority of the Owner's compliance with the terms of this clause.

11. REMOVAL OF CONTAMINATED MATERIALS

11.1 If at any time during the construction of any of the roads on the Subdivision Plans, any of the granular material used in said construction, becomes contaminated, in the opinion of the Municipal Engineer then the Owner shall at the direction of the Municipal Engineer remove such contaminated granular material and replace the same with uncontaminated granular material.

12. ABUTTING STREETS

12.1 All streets abutting on the lands to be included in the new registered Plan and to be used for access during the construction of the houses or other buildings on the new Plan shall be kept in good and useable condition during the said construction, and if damaged, will be restored immediately. All trucks making delivery to or taking materials from the lands in the said new Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Subdivision shall be removed immediately. If not removed after one (1) day's notice, the deposited material will be removed by Municipal forces at the Owner's expense.

12.2 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 left in the Plan.

13. STREET CLEAN-UP

13.1 The Owner shall at all times keep the streets and boulevards in the Plan of Subdivision clear and free of all materials and obstructions which might interfere with the installation of electric, telephone, gas or other utilities.

13.2 The Owner shall immediately remove all mud and debris from streets, easements and road allowances within the Plan of Subdivision when directed by the Municipal Engineer.

14. TOPSOIL

14.1 All topsoil removed from the lands, shown on Schedule "A" attached hereto, shall be stockpiled during grading operations and as each building is completed, be replaced to the same

depth as existed prior to removal and in the event that the aforesaid depth was less than 4", topsoil shall be placed to a depth of no less than the said 4". The area to be covered shall include all surfaces not covered by buildings, driveways or pavements. Topsoil shall be removed off site only with the written approval of the Municipality. Furthermore, the Owner shall ensure that a sufficient supply of topsoil remains on site until all lots have been developed and properly landscaped.

14.2 All lots which are vacant after a period of two (2) year(s) from the date of the commencement of the maintenance period shall, in their rough graded state be graded to remove all fill, debris and boulders and topsoil applied to a depth of 150mm complete with seeding.

15. WEEDS

15.1 The Owner shall cut all noxious weeds, as required by the Weed Control Act, RSO 1990 c.W.5. In addition, the Owner shall cut all grass on a regular basis so that it does not exceed 6" in height. In addition, the Owner shall comply with the provisions of the Municipality's Property Standards By-law with respect to yard and property maintenance.

16. WINTER MAINTENANCE OF ROAD

16.1 If any dwellings become occupied adjacent to roads that have not been assumed by the Municipality, the Owner shall snowplow and sand such roads from such occupied dwelling to assumed Municipality or assumed Subdivision roads including alternate means of access where available. Such snowplowing and sanding shall be done from time to time in the same manner as the Municipality removes snow and ice from municipal streets and until such time as the roads are assumed. Should the Owner not snowplow and sand, when in the opinion of the Road Superintendent it is necessary, the Municipality will complete this work at the Owner's expense. Any snowplowing or sanding carried out by the Municipal force, whether or not the Owner is in default, shall be done entirely at the Owner's risk.

17. FINAL ASSUMPTION AND ACCEPTANCE

17.1 When the various public services referred to in Section 1 of this Agreement have been completed in accordance with the requirements of this Agreement to the satisfaction of the Municipal Engineer, and the requirements as outlined in Section 28, Security Deposits, are fulfilled, a Certificate of Completion will be issued.

17.2 Certificates of Completion will be issued for each of the following components of the Public Services as they are completed for each phase of the subdivision:

(a) - all storm sewers, and stormwater management facilities, sanitary sewers, watermain, house connections and related appurtenances, if applicable.

- the roadway completed with granular base, concrete curb and gutter and base course asphalt, if applicable.

(b) - sidewalks, if applicable,

- the adjustment and completion of all underground service appurtenances between curbs, if applicable.

- the surface course asphalt, if applicable.

- cleaning all sewers if necessary.

- the erection of traffic, speed and street name signs, fencing and completion of buffer strips, boulevard sodding, grading and paving of driveway entrances, trees, planting, adjustment of all underground service appurtenances in the boulevards, lot grading, parks and other miscellaneous items that are requirements of this Agreement. As a condition precedent to receiving a certificate of completion from the Municipal Engineer, the Owner's Consulting Engineer shall be required to certify that the respective components of work have been completed in accordance with the engineering design drawings and specifications therefor.

(c) - the subdivider has rough graded his lots and removed all debris in a manner subject to the approval of the Municipal Engineer. The Municipal Engineer shall be satisfied that there is no danger of erosion or flooding of municipal roadways or adjacent lands and that all elements of the lot grading plans such as swales are in place. This shall include the replacement of topsoil and seeding as stated in Section 14.

17.3 The maintenance period for each component of construction shall commence with the issuance of a Certificate of Completion.

17.4 Certificates of Acceptance shall be issued by the Municipality accepting each phase of the subdivision thereby relieving the Owner of further responsibility for the phase. A Certificate of Acceptance for the work will be issued when:

(a) the guaranteed maintenance periods have expired.

(b) all conditions and requirements of the Agreement have been fulfilled.

(c) all defects or damages which occur to the work during the maintenance period have been corrected to the satisfaction of the Municipality.

(d) all outstanding fees, levies, and other financial commitments have been paid to the Municipality.

(e) upon receipt of a Statutory Declaration stating that all accounts related to the installation of the Public Services have been paid.

(f) the conditions of Section 3.2 have been fulfilled.

(g) the conditions of Section 17.2 have been fulfilled.

(h) the conditions of Section 34 have been fulfilled.

17.5 The Owner shall maintain all underground services referred to in Section 17.2 (a) for a minimum period of two (2) years from the date of issuance of the Certificate of Completion or until the base course asphalt has been placed on the roads, whichever occurs later.

17.6 The roadway with surface course asphalt completed and the associated work referred to in Section 17.4 (b) shall be guaranteed for a minimum of one (1) year after the completion of the surface course asphalt.

The Owner or the builder will be responsible for the concrete curb and gutter until such time as the expiration of the maintenance period for the surface course asphalt. The Municipality may, depending on the timing of house construction, require security from the Owner or builder on a per lot basis for the repair of curb and gutter damaged during house construction.

17.7 The Owner shall not place the final surface course asphalt on any roads until:

(a) One (1) year from the issuance of the Certificate of Completion for the base course asphalt and then only with the written approval of the Municipal Engineer.

(b) Deleted

(c) In any event, the Municipality may require the surface course asphalt to be installed within three (3) years after the issuance of the Certificate of Completion specified by Section 17.2(a).

(d) Notwithstanding anything herein contained to the contrary, save and except for the three year term set forth in (c) above, the Municipality may require the Owner to fulfil all of the Owner's obligations as set forth herein within fifteen years from the date of this Agreement.

17.8 The Owner shall after a period of 24 months from this issuance of the Certificate of Completion for the roadway granular base, curb and gutter and base asphalt, complete the boulevards to the extent of grading, placing topsoil and sod, adjustment of all underground service appurtenances to boulevard grade and grading and paving of driveway approaches.

This work shall be done at this stage regardless of the number of homes completed within the subdivision.

17.9 The Owner shall erect at his own expense a sign at the entrance(s) to the subdivision depicting the lot and roadway configuration and detailing the approved land use zoning within the subdivision.

17.10 The Owner shall furnish and plant trees within the area of the boulevards in the amount and type as specified in Schedule "B".

18. SURFACE MONUMENTS AND MARKERS

18.1 Prior to acceptance of the Subdivision by the Municipality, the Owner shall supply a certificate by an Ontario Land Surveyor that, after the completion of the Subdivision work, he has found all standard iron bars as shown on the registered plans and survey monuments at all block corners, the ends of all curves, other than corner roundings and all points of change in direction of streets on the registered Plans.

19. MODEL HOMES

19.1 The Municipality agrees that it will issue the Owner permits for the erection of model homes on lots approved by the Municipal Engineer not exceeding 10% of the total lots of the Plan. No permits for model homes will be issued until the Plan and Agreement has been registered.

20. BUILDING PERMITS - BUILDING UPON LOTS

20.1 The Owner agrees that neither the Owner nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public roads on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with all granular material required up to and including base course asphalt, and temporary street signs have been erected. The Municipality may issue building permits prior to completion of the base course asphalt specified in this Clause on authorization of the Municipal Engineer. The Owner agrees that the Municipality may withhold building permits until Certificates of Completion have been issued for the watermains, storm sewers and sanitary sewers, if applicable. Each building permit application shall be accompanied by a lot grading plan approved by the Owner's consulting engineer and reviewed by the Municipal Engineer.

20.2 By reason of circumstances pertaining to the lots listed in Schedule "E", action as therein indicated is required before building permits will be issued for those lots.

20.3 The Owner agrees that neither he nor any builder within the subdivision will be entitled to the provision of water or electrical service to any dwelling, except for testing purposes, until such time that written authorization has been received from the Municipal Chief Administrative Officer and the Municipal Engineer confirming that all requirements have been satisfactorily met. Occupancy of any dwelling will not be permitted until the above conditions are satisfied.

21. SOIL TESTS

21.1 When considered necessary by the Municipal Engineer the Owner shall have tests carried out by independent testing laboratories, approved by the Municipal Engineer to investigate and report on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish free of cost to the Municipality certified copies of the results thereof for examination by the Municipal Engineer.

22. STREET & TRAFFIC CONTROL SIGNS & HOUSE NUMBERS

22.1 The Owner shall erect temporary street name signs approved by the Municipal Engineer on all street intersections in the said Plan of Subdivision as soon as the construction of the buildings commences and shall maintain the same until such time as all grading of the roads and boulevards has been completed to the satisfaction of the Municipal Engineer and the permanent street name signs have been erected.

22.2 The Owner will obtain from either the Municipal Office or the County of Victoria street numbers or 911 emergency location numbers, whichever is applicable, for each building within the Plan, and when a building is constructed the Owner will indicate the municipal number on the house by a proper sign.

23. TAXES & LOCAL IMPROVEMENT ASSESSMENTS

23.1 The Owner shall pay all arrears of realty taxes outstanding against the subject property described in Schedule "A" hereto attached before the approval of the said Plan is obtained, and he shall pay the said realty taxes in full on the said lands according to the last revised assessment roll and until the lands are assessed and billed as registered Plan and are sold by the Owner.

23.2 The Owner shall commute and pay all local improvement charges assessed against land in the Plans including all such charges which would, if the Plans were not registered, be payable in future years.

24. INSURANCE

24.1 Before commencing the construction of any work, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Owner and the Municipality and shall remain in the custody of the Municipal Clerk during the life of this Agreement. The minimum limits of such policies shall be as follows:

(a) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, any one person.

(b) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, two or more persons arising out of the same accident, and

(c) \$2,000,000.00 for property damage.

24.2 The Policy shall be in effect for the period of the Contract including the period of guaranteed maintenance, and shall contain no exclusion for blasting. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which they may be held responsible. The Owner shall prove to the satisfaction of the Municipality from time to time as the Municipal Clerk may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.

25. ENGINEERING FEES

25.1 The Owner agrees to pay the Municipality the fees and related expenses (based on the Scale of Fees for Consulting Engineers as recommended by the Association of Professional Engineers of the Province of Ontario) required to provide the Engineering services required by the Municipality for processing the Subdivision Agreement, approval of Engineering Drawings, inspection of construction and acceptance of the Public Services. The builder agrees to pay the Municipality the fees and related expenses required to process the Building Permit in accordance with Section 19.1 of this Agreement. Fees shall be payable by the Owner and/or builder on receipt of progressive billings from the Municipality.

26. LEGAL FEES AND PLANNING FEES

26.1 The Owner shall pay to the Municipality all legal and planning fees connected with this Agreement. Fees shall be payable by the Owner on receipt of progressive billings from the Municipality.

27. LEVIES

27.1 The Owner shall pay all levies stipulated in Schedule "F" attached to this agreement upon signing the Agreement.

28. SECURITY DEPOSITS

28.1 The Owner shall deposit with the Municipality a Letter of Credit, or other financial security satisfactory to the Municipality in the amount of 110% of the estimated cost of the public services and other projects to be completed by the Owner, as set out in Schedule "D" attached. The Owner shall also deposit with the Municipality \$5,000.00 cash to be applied toward engineering, planning, legal and administration fees.

28.2 The Letter of Credit to be posted by the Owner shall be in the form attached hereto as Schedule "I".

28.3 Acceptable securities must remain in effect for the full duration of this Agreement.

28.4 Upon failure by the Owner to complete a specific part of the Work as requested by the Municipal Engineer and in the time requested, the Municipality by Resolution of Council, may at any time authorize the use of all or any part of the security, as referred to in Clause 28.1 of this Agreement, to pay the cost of any part of the work the Municipal Engineer may deem necessary, except to implement Sections 12 and 13 to clean up roads and streets, the Municipality may undertake such work at the expense of the Owner without a Resolution of Council. The cost of repairs made under Section 9 may also be recovered without a Resolution of Council.

28.5 If the Owner fails to complete the Work in the time or times as stipulated in Schedule "B" hereto, the Municipality by Resolution of Council may direct the Surety, if applicable, to complete the work.

28.6 The Municipality may as it sees fit from time to time reduce the amounts received as security, as referred to in Section 28.1, to an amount equal to 110% of the value of the uncompleted services plus 10% of the value of the completed services upon receipt of a statutory declaration that all accounts relative to the installation of the completed services have been paid and certification by the Owner's consulting engineer that works have been completed in accordance with the approved plans and specifications.

29. OWNER'S EXPENSE

29.1 Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words, "At the expense of the Owner", unless the context otherwise requires.

29.2 Notwithstanding the generality of the foregoing, the Owner specifically covenants and agrees to reimburse the Municipality for all reasonable costs and expenses incurred by him with respect to the Subdivision more particularly described in Schedule "A" annexed hereto.

30. INTEREST

30.1 Interest shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates calculated from such due dates. The rate of interest payable shall be that rate of interest that is charged by the Municipal Bank on a loan to the Municipality. The due date of any sum of money shall be thirty (30) days after the date of the invoice.

31. REGISTRATION

31.1 The Owner consents to the registration of this Agreement by the Municipality and at the sole discretion of the Municipality upon the title of the said lands.

31.2 This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

32. LANDS FOR MUNICIPAL PURPOSES

32.1 The Owner agrees to grant in fee simple at his expense and free of any encumbrances the lands necessary in connection with the installation of services and referred to in Schedule "C" and as designated in the final Engineering Drawings. The land and easements required, such as width and location, shall be subject to the approval of the Municipal Engineer. Construction of services on easements shall not commence until the form of conveyance of such land or the easements has been approved by the Municipal Solicitor and the lands or easements acquired by the Owner.

33. NOTIFYING PURCHASER OF SERVICES TO BE INSTALLED

33.1 The Owner agrees to notify or cause to be notified each and every purchaser of lands within the said subdivision of all the services provided for such purchaser and the cost of the same where said purchaser pays any share thereof, and the Owner shall cause such information to be fully recorded in any offer or Agreement to purchase the said lands entered into by any such purchaser.

34. LIEN OR OTHER CLAIMS

34.1 Upon applying for final acceptance of the Subdivision the Owner shall supply the Municipality with a statutory declaration that all accounts for work and materials have been paid,

except normal guarantee holdbacks, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the Subdivision.

35. LANDS TO BE CHARGED -- PERFORMANCE BY THE OWNER

35.1 The Owner does hereby charge the land included in the Plan with the performance by the Owner of all work to be done by him pursuant to the terms hereof and agrees that this Agreement and all the terms, covenants and conditions herein contained, shall run with the land for the benefit of the land including highways and parks owned by the Municipality or to be assumed by the Municipality within or abutting the Plan and shall be binding upon the Owner, his successors and assigns.

36. MORTGAGES

36.1 The Mortgagee to the extent of its interest in the lands described in Schedule "A", consents to this agreement and postpones its mortgage in favour of the said Agreement and agrees that the lands covered by its mortgage shall be bound by this Agreement in the event that the Mortgagee is required to enforce its mortgage.

37. OWNER'S LIABILITIES

37.1 Until the Municipality has assumed the Public Services by By-law of Council, the Owner shall indemnify the Municipality against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking the Plan.

38. LICENCE TO ENTER

38.1 The Owner agrees to retain a licence from any subsequent purchaser of lands in the Plan to enter upon such lands in order to comply with the provisions of this Agreement.

39. DISPUTE

39.1 Whenever reference is made to the Municipal Engineer it is understood and agreed that in the event of a dispute between the Owner and the said Municipal Engineer the Owner shall have the right to appeal to the Council of the Municipality whose decision shall be final.

40. TERMINATION

40.1 The terms, obligations and conditions of this Agreement shall remain in full force and effect for a period of fifteen (15) years from the date of execution of this Agreement, and in the event that the Owner has not completed, or substantially completed to the satisfaction of the Municipal Engineer, his obligations hereunder at that time, the Municipality may at its option terminate this Agreement by giving notice in writing to the Owner as provided for herein.

41. NOTICE

41.1 Any notice required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the Post Office.

41.2 The address of the parties for notice are as follows:

MUNICIPALITY THE CORPORATION OF THE TOWNSHIP
OF MANVERS
P. O. Box 210
BETHANY, Ontario L0A 1A0

Attention: Ms. Peggy Whitteker, Clerk

Telephone No.: (705) 277-2321
Fax No.: (705) 277-1580

OWNER WOODLAND HILLS COMMUNITY INC.
c/o Donald W. Kerr
Barrister and Solicitor
3 Strathearn Road
TORONTO, Ontario M6C 1R2

Telephone No.: (416) 781-7100
Fax No.: (416) 781-5132

42. ATTACHMENTS

42.1 Schedules attached hereto, form part of this Agreement.

43. SPECIAL PROVISIONS

43.1 Subsequent to the assumption of the streets within the plan into the township road system, as a public highway, the Municipality shall require from each applicant for a building permit the sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars as a security deposit against damage to municipal property. The aforesaid sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars must be lodged with the Municipality as a condition precedent to obtaining a building permit. When all work pursuant to the permit has received final inspection and approval, provided that there has been no damage to public property during the course of construction, the security deposit shall be returned to the person who lodged same. In the event that damage has occurred to public property in the sole discretion of the Municipal Engineer, as much of the security deposit as is required to remedy the damage shall be retained by the Municipality. In the event that a security deposit of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars is insufficient to repair the damage incurred during the course of construction, the applicant for the building permit shall be responsible for any sums in excess of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars.

43.2 To satisfy condition number 6 of the Minister's conditions of draft approval, the Owner has already conveyed Block 30 on Plan 57M-736 to the Municipality. The Municipality acknowledges that receipt of title to the aforesaid Block 30 shall satisfy the Owner's parkland dedication for the entire subdivision herein.

43.3 To satisfy condition number 11 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the recommendations contained in a hydrogeological study prepared by Golder Associates Ltd. which recommendations are hereinafter set out.

SUMMARY OF RECOMMENDATIONS FOR ON-SITE SEWAGE DISPOSAL AND FOR INDIVIDUAL GROUNDWATER SUPPLIES

- o The soil and groundwater conditions at the site are generally favourable for the design of conventional in-ground septic tile fields in most areas, however, due to relatively high

groundwater levels in certain areas, in the western half of the property, partially or fully raised septic tile field or filter beds will be required in these areas of high groundwater.

- The actual percolation rate and groundwater levels, on an individual lot basis, should be determined by Golder Associates or the local Department of Health personnel, prior to construction of septic tile field or filter beds.
- All septic tank systems should be designed and constructed in accordance with the Ontario Ministry of the Environment Manual of Policy, Procedures and Guidelines for Private Sewage Disposal System (ISBN 0-7743-7303-2).
- Domestic water supply should be obtained from the deeper aquifers which are protected from excessive nitrate loading by the dilution from infiltration of precipitation and by the low permeability confining layer between the shallow aquifer and the deeper water supply aquifers.
- Recommended pumping rates for individual wells should not exceed about 23 L/min. These rates should allow for adequate supplies of water for individual lots without concern for significant interference with other on-site wells completed in the same aquifer including existing off-site wells completed at similar depths.
- Any wells drilled as part of the subdivision should be constructed in accordance with the Ontario Regulations 612/84 and 374/81 of the Ontario Water Resources Act and the Environmental Protection Act, respectively. Wells should be cased and grouted to a minimum depth of 6 m below ground surface. This is to prevent access of surficial or near surface potentially contaminated water from services such as septic tile fields, road deicing or dust control salts, agricultural chemicals and the like reaching the aquifer via the well bore annular space.
- Each new well drilled at this site should be pump tested to confirm the adequacy of the supply for domestic requirements.
- Each water well drilled at this site should be sampled and analyzed for bacteriological and chemical quality parameters to confirm that the water available meets the Ontario Drinking Water Objectives, with particular emphasis on quantifying the methane content of the water.
- Although sodium levels do not exceed the Canadian Drinking Water Standards of 270 mg/L for the two test wells completed in the deeper aquifer, the sodium levels do exceed the recommended health limit of 20 mg/L for persons on sodium restricted diets. The local Department of Health must be notified that this condition exists for these two wells and potentially for additional wells completed in this aquifer.
- Natural gas (probably methane) was observed to be present in Test Wells No. 1 and No. 3 in concentrations in excess of the ODWO of 3 L/m³. Any new wells drilled should be tested for methane gas and where the concentration exceeds 3 L/m³, special measures must be incorporated in the pumping and distribution system. Such measures may include down-hole gas separators, pressure tank venting or in-ground storage and aeration. We further recommend that the actual design and installation of these types of specialized systems be conducted by experience, qualified pump installers and/or well drilling contractors.
- The bacteriological water quality is acceptable for domestic purposes. However, the pumping and piping system should be thoroughly disinfected prior to use or consumption of the water.

- 43.4 To satisfy condition number 12 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to provide a fully executed copy of the subdivision agreement between the said Owner and the Municipality containing provisions with the recommendations of the hydrogeologist's report, as approved by the Ministry of the Environment & Energy to the Ministry of the Environment & Energy.
- 43.5 To satisfy condition number 13 of the Minister's Conditions of Draft Approval, the Owner agrees, before commencing any grading or construction on any lot, to submit a detailed report, drawings, and site plans, for review and approval by the Kawartha Region Conservation Authority and the Ministry of Natural Resources showing site grading, all proposed surface drainage works, a description of the means whereby the calculated storm water drainage will be accommodated, and the means whereby soil erosion, sedimentation and the direct discharge of storm water flow into the Fleetwood Creek tributary will be controlled and minimized both during and after the construction. The report shall detail pre and post development flow rates and the methods to be used to convey the storm water away from the site without appreciably increasing downstream flows.
- 43.6 To satisfy condition number 14 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the drainage and erosion control measures set out in the report, drawings and site plans mentioned in Section 43.5 above.
- 43.7 To satisfy condition number 15 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction, to erect and maintain a snow fence with geotextile fabric along the hazard land boundary of Lots 1 through 15 inclusive. This barrier shall remain in place until all grading, construction, and landscaping on the site is completed. The fencing will help to prevent the unauthorized dumping of fill or the alteration of vegetation in the hazard land areas.
- 43.8 To satisfy condition number 16 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that no damming, dredging, or other alterations will be carried out on the Fleetwood Creek tributary, without prior written authorization from the Ministry of Natural Resources.
- 43.9 To satisfy condition number 17 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that development will not occur within the Regulatory Flood Plan as shown by the cross-hatched area on the draft plan of subdivision as revised to March 11, 1990, on file with the Township of Manvers, without the express written consent of the Kawartha Region Conservation Authority.
- 43.10 To satisfy condition number 18 of the Minister's Conditions of Draft Approval, the Owner acknowledges that:-
- (a) drilled wells must be provided on all lots in the subdivision,
 - (b) all areas where tile beds will be constructed be stripped, graded, and compacted where applicable to insure adequate support for the tile bed. Grading to provide adequate surface drainage and imported material is to be approved by the Owner's Engineer,
 - (c) submission to the Haliburton, Kawartha, Pine Ridge District Health Unit of designs for sewage disposal systems is necessary before building permits are issued, and
- 43.11 To satisfy condition number 25 of the Minister's Conditions of Draft Approval, the Owner acknowledges that prior to final registration of the plan of subdivision, and prior to any on-site grading or construction, the Ministry of Natural Resources must have reviewed and approve reports describing:-

- (a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with provincial "Urban Drainage and Design Guidelines", April 1987;
- (b) the anticipated impact of the development on water quality, as it relates to fish and wildlife habitat once adequate protective measures have been taken;
- (c) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction. These means should be in accordance with the provincial "Guidelines on Erosion and Sediment Control for Urban Construction";

NOTE: Temporary ponds for sediment control should be capable of accommodating 125 cubic metres/hectare of contributing drainage area for a period of not less than 12 hours or removing particles sizes down to 40 microns.

- (d) site soil conditions, including grain size distribution profiles; and
- (e) site grading plans.

43.12 To satisfy condition number 26 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction on the site, to erect a snow fence barrier with geotextile fabric around the perimeter of the hazard land boundary of Lots 1 through 15 both inclusive. No disposal of fill or disturbance of vegetation shall occur beyond this point during the entire construction period.

43.13 To satisfy condition number 27 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees:-

- (a) to implement the works referred in conditions no. 25 and 26,
- (b) to erect and maintain snow fencing as required by condition no. 26,
- (c) to maintain all storm water management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the Ministry of Natural Resources.
- (d) refrain from damming, dredging or making other alterations to the Fleetwood Creek tributary without prior written authorization from the Ministry of Natural Resources as required by the Lakes and Rivers Improvement Act, and
- (e) to notify the Ministry of Natural Resources, Lindsay District Office, at least forty-eight (48) hours prior to the initiation of any on-site development.

43.14 The Owner covenants and agrees to notify purchasers of lots within the plan that any foundation drains, sump pumps or other form of water release shall not be discharged directly to any roadside ditch or drainage easement or within 9 meters of the road allowance boundary. From the discharge point to the ditch, the flow shall be dispersed on the surface in a broad shallow swale. The Owner shall also notify purchasers of lots that as part of the stormwater management control plan, all roof leaders shall drain into individual dry wells as per drawing no's 1303-300BN and 1302-038 by Higgins Engineering Limited. The size, location, discharge points and swales shall be illustrated on the lot grading plan required under Paragraph 20.1 hereof.

43.15 Prior to development of the commercial block, Block 62, in compliance with draft condition number 11, the Owner covenants and agrees to have a hydrogeological assessment performed by a qualified hydrogeologist acceptable to the Municipality which assessment must

establish the ability to sustain the type of commercial development proposed on the subject block to the reasonable satisfaction of the Municipality.

43.16 The Owner covenants and agrees to construct three siltation ponds in accordance with the design set out in Drawing No. 1302-300 Cn and to maintain such siltation ponds in good working order to the satisfaction of the Municipal Engineer until the same are no longer required which decision shall be in the sole discretion of the Municipal Engineer, at which time the said siltation ponds shall be completely removed, at the expense of the Owner, and to the entire satisfaction of the Municipal Engineer. A temporary right-of-way shall be provided over Lots 18, 52 and Block 62 by the Owner, or the registered owners thereof from time to time, in favour of the Corporation to allow access to the three ponds. One siltation pond is to be located at the westerly side of Lot 18 one pond at the westerly side of Lot 52 and the other siltation pond is to be located towards the northerly limit of Block 62 as depicted on Drawing Number 1302-300 Cn. The Owner covenants and agrees that the location and dimension of the rights-of-way shall be as required by the Municipal Engineer. The rights-of-way, although temporary in nature, shall be formalized by the registration of an appropriate grant of right-of-way. The rights-of-way shall be released by the Municipality once the need for the siltation ponds has disappeared which decision shall be in the sole discretion of the Municipal Engineer.

The development of Lots 18, 52 and Block 62 is subject to the Lot and Block Restrictions outlined in Schedule "E" attached hereto. No building permits will be issued for any of these lots and the owners from time to time of these lots shall not complete any grading or drainage of those lots until the said Lot and Block Restrictions outlined in Schedule "E" attached hereto have been fully completed with and to the satisfaction of the Municipal Engineer. The Municipality acknowledges and agrees that consideration shall be given to the development of Lot 18 and Block 62, notwithstanding the temporary ponds and rights-of-way, provided that such development does not interfere with the aforementioned grants of right-of-way.

43.17 The Owner consents and concurs in an Inhibiting Order being registered against each of the lots within the plan of subdivision herein for those phases or portions thereof for which security is not posted with the Municipality to ensure the proper installation of the public services contemplated by this development. The Inhibiting Order will be removed from the subject lots when the Owner provides adequate security as determined by the Municipal Engineer to ensure completion of all work within the phase for which the release sought.

43.18 The Owner covenants and agrees to register a restrictive covenant in the form of a drainage plan immediately after registration of the Subdivision Agreement herein. The restrictive covenant shall identify the accepted drainage plan for the within development.

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

This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED)

WOODLAND HILLS COMMUNITY INC.,

Per: [Signature] c/s
President

Per: _____

WATERSMEET CORPORATION

Per: [Signature] c/s
President

Per: _____

THE CORPORATION OF THE
TOWNSHIP OF MANVERS,

Per: [Signature]
DEAN JONCAS, DEPUTY REEVE

Per: [Signature] c/s
D.M. PEGGY WHITTEKER, CLERK

COEUR DE LION LIMITED,

Per: [Signature]
President

Per: _____

531961 ONTARIO LIMITED,

Per: [Signature]
SE. CEMALY TREASURER

Per: _____

METARCHON SYSTEMS LTD.

Per: [Signature]
President

Per: _____

SCHEDULES TO BE INCORPORATED

as part of the

SUBDIVISION AGREEMENT

SCHEDULE "A" Legal description of lands to be subdivided

SCHEDULE "B" Public Services to be Installed

1. A list and description of the Public Services to be installed.
2. General Plans of Services.
3. Reference to Specifications and Requirements.

SCHEDULE "C" Lands to be Conveyed and Easements

1. Description of the 5% lands to be conveyed. (If cash in lieu of - details in Schedule "F").
2. Other lands to be conveyed such as blocks, etc. if any.
3. 1' reserves with description and/or plan.
4. Utility easements including Bell Telephone, Hydro, Gas and Cable T.V.
5. Drainage and Servicing easements - "R" Plan and/or description.
6. Walkway easements.

SCHEDULE "D" Estimated Cost of Works

1. Estimated construction costs including landscaping, street lighting, engineering fees, etc.
2. Schedule of construction.

SCHEDULE "E" Lot and Block Restrictions

1. A list of lots unsuitable for building.
2. A list of lots with grade and/or siting restrictions.
3. Supplementary building permit requirements, etc.

4. Lots or Blocks requiring a site plan agreement prior to issuing Building Permits.

SCHEDULE "F" Payments to the Municipality by the Owner

1. 5% cash in lieu
2. Security Deposit requirements
3. Lot Levies
4. Fees - Engineering, Legal, Others
5. Hydro and other Utilities
6. Other Payments

SCHEDULE "G" Land Use and Phasing

1. Land Use - Zoning restrictions
2. Phasing Stipulations
3. Architectural Controls or requirements

SCHEDULE "H" Municipality's participation in financing, if any

SCHEDULE "I" Form of Letter of Credit

SCHEDULE "A"

Legal description of lands to be subdivided.

Part of Lot 24, Concession 8, in the Township of Manvers, in the County of Victoria, being Parts 3 and 4 on Plan 9R 2719.

SCHEDULE "B"

Public Services to be Installed.

All roads and services to be constructed or installed within the lands to be subdivided as described in Schedule "A" shall be so constructed or installed in accordance with the Municipality's requirements, being their Standard Road Cross-Section, and the Ontario Provincial Standard Specifications and Standard Drawings (OPSS & OPSD), latest editions, or approved equivalents.

Without limiting the meaning or intent of the foregoing, the following road geometrics shall apply:

1. Road Allowance width - minimum 20 metres
2. Surface width - 6.5 metres
3. Shoulder width (incl. rounding) - 1.80 metres
4. Surface Type - Hot Mix Asphalt, 2 lifts -
surface course - HL-3, 40 mm minimum
base course - HL-8, 40 mm minimum
5. Granular Depths - Granular 'B' or 'C' minimum 300 mm
Granular 'A' minimum 150 mm
6. Pipe Culverts - Entrances: Minimum 450 mm dia.
and 8 m length, C.S.P.
- Road Crossing: Minimum 600 mm dia.
C.S.P.

Notwithstanding the above, where, in the opinion of the Corporation's Engineer it is advisable to do so, the standard cross-section may be varied.

All roadways within the subdivision shall be serviced with a hydro distribution system in accordance with Ontario Hydro specifications and the approval of the Municipality. A street lighting system shall be installed in accordance with Ontario Hydro specifications and the approval of the Municipality. As a minimum, street lighting should consist of 100 watt high pressure sodium luminaires on approved poles at a 60 metre spacing.

The Owner shall install all street and traffic control signs in the subdivision in accordance with Municipal specifications.

In addition to the work required within the Plan of Subdivision, the Owner shall construct the following services outside the plan:

- i) Installation of a temporary turning circle immediately east of Block 65, as per Drawing No. 1302-302 by Higgins Engineering Limited.

All of the foregoing to be constructed and installed in accordance with the detailed design plans for the work as prepared by the Owner, approved by the Municipality and its Engineer, and on file with the Clerk of the Municipality.

The reconstruction of Palmer Street as per drawing no. 1302-309 by Higgins Engineering Limited is mutually agreed to be deferred pending the determination of the extent of municipal participation, if any, in the reconstruction of the said Palmer Street. It is agreed that an Inhibiting Order shall be placed upon all lots directly access Palmer Street until such time as the foregoing determination has been made.

SCHEDULE "C"

Lands to be Conveyed and Easements

1. The Owner covenants and agrees to deliver the .3 meter reserves, being Block 60 and Block 61, to the Corporation of the County of Victoria, free and clear of all encumbrances.
2. The Owner further covenants and agrees to deliver a road-widening strip being Block 63 and .3 meter reserves being Block 64 and 65 to the Municipality free and clear of all encumbrances.
3. The Owner covenants and agrees to deliver the following easements for drainage purposes free and clear of all encumbrances to the Municipality:
 - (a) an easement nine (9) metres wide along eastern limit of Lot No 5
 - (b) an easement, approximately 12 metres x 25 metres straddling the boundary of Lots Nos. 5 and 6
 - (c) an easement nine (9) metres wide along eastern limit of Lot No. 9
 - (d) an easement, approximately 20 metres x 25 metres straddling the boundary of Lot Nos. 9 and 10
 - (e) an easement nine (9) metres wide adjacent to the wester boundaries on Lot Nos. 51 and 52
 - (f) an easement nine (9) metres wide adjacent to the eastern boundary of Block 62.

The Owner covenants and agrees to have a reference plan(s) prepared by a qualified Ontario Land Surveyor at his sole and only expense to illustrate the foregoing easements.

4. The Owner further covenants and agrees to deliver a turning circle free and clear of all encumbrances to the Township at the end of Rustlewood Avenue as established by the registered plan herein. The turning circle shall be at the north east end of Rustlewood Avenue and in the vicinity of the eastern lot line of Lot 15 herein. A reference plan illustrating the turning circle together with a .3 metre reserve shall be prepared by a qualified Ontario Land Surveyor at the sole and only expense of the Owner to illustrate the requisite turning circle.

SCHEDULE "D"

Estimated Cost of Works

The Owner shall be responsible for providing cost estimates to the Municipal Engineer for each and every phase of the development herein. The Municipal Engineer shall then either accept or amend the cost estimates in his sole discretion.

Any security to be posted by the Owner to ensure completion of each phase shall then be in the amount established by the Municipal Engineer.

SCHEDULE "E"

Lot and Block Restrictions

Note: See Section 43 of this agreement for special provisions.

SCHEDULE "F"

Payments to the Municipality by the Owner

1. The Owner shall pay to the Municipality all applicable development charges at the time that an application for building permit is filed. The development charge shall be paid on a lot by lot basis at the time that an application for a building permit is submitted to the Municipality.
2. Upon the roads within the plan being assumed into the Township Road System as a public highway, the applicant for a building permit shall file a security deposit in the amount of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars with the Municipality as a condition precedent to obtaining said permit.

SCHEDULE "G"

Land Use and Phasing

The within plan may be developed in multiple phases as may be mutually agreed upon by the developer and the Municipality . The land use shall be for public service/residential purposes, with one commercial block.

SCHEDULE "H"

Municipality's participation in financing

Nil.

SCHEDULE "I"

Form of Letter of Credit

TO: The Corporation of the KEYBOARD()

We hereby authorize you to draw on KEYBOARD(), for account of our customer, KEYBOARD() up to an aggregate amount of KEYBOARD() (\$KEYBOARD()) available by drafts at sight as follows:

Pursuant to the request of our customer, the said KEYBOARD(), we the KEYBOARD() hereby establish and give to you this unconditional irrevocable Letter of Credit in your favour in the total amount of KEYBOARD() (\$KEYBOARD()) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the KEYBOARD(), at such time as a written demand for payment is made upon us a certificate signed by your Clerk or Deputy Clerk agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to ensure that any outstanding obligations of our said customer to you are performed.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us by you from time to time.

This Letter of Credit will continue up to KEYBOARD() and will expire at the close of business on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be renewed.

We agree to advise you thirty (30) days before as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to year thereafter.

Partial Drawings hereunder are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or renewed expiry date hereunder as the case may be.

The Drafts drawn under this Letter of Credit are to be endorsed herein and shall state on their face that they are drawn under the KEYBOARD(), Letter of Credit No. KEYBOARD(), dated KEYBOARD().

For: KEYBOARD()