

May 25, 1992

SUBDIVISION AGREEMENT made in duplicate this 11th day
of May, 1994.

B E T W E E N:

BESTWAY BLUE CO. LTD.

hereinafter called the Owner
OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BURLINGTON
hereinafter called the City
OF THE SECOND PART

- and -

BURLINGTON HYDRO-ELECTRIC COMMISSION
hereinafter called the Commission
OF THE THIRD PART

- and - *

Spouse of the Owner
hereinafter called the Party
OF THE FOURTH PART

WHEREAS the Owner is the owner of the land shown on the First
Schedule hereto and has applied to the City for approval of a Plan of Subdivision
thereon;

AND WHEREAS the City, pursuant to conditions imposed by the Regional
Municipality of Halton and pursuant to its subdivision policies, requires the Owner
to perform certain works, install certain services, pay certain sums of money,
dedicate and improve certain lands for public purposes and make certain financial
arrangements;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the premises, the payment to the Owner by the City of the sum of
Five Dollars (\$5.00) (the receipt of which is hereby acknowledged), the approval of
the Owner's plan pursuant to the Planning Act, 1990, c. P.13 as amended and other
valuable consideration, the parties hereto covenant and agree as follows:

1. The Owner covenants to do each and every of the following things:
 - (a) Present the final linens of the plan to the Director of Engineering,
Director of Planning and the City Clerk of the City, for
examination before they are presented to the Minister for signature
and before the City's letter of release is given and present same for
re-examination before registration if any change is made thereafter.
 - (b) Lodge mylar copies of the plan as registered with the City Clerk of
the City immediately after registration.

5/10 - 2/86

247-86002

Bestway Blue Co. Ltd. what

Rego Sep. 29/94

588565

Plan 10M-608

- (c) (i) Procure the installation of drainage works, storm sewers, street lights, streets, curbs, gutters, sodding, sidewalks, fencing, creek work, walkways and lot grading and all necessary appurtenances thereto to the City's standards in accordance with plans approved by the Director of Engineering for the City or to be prepared and approved and as more particularly described in the Second Schedule to this Agreement;
 - (ii) Procure the installation of hydro-electric power distribution systems and all necessary appurtenances to the standards of the Commission, in accordance with plans approved by the engineer of the Commission or to be prepared and approved and as more particularly described in the Second Schedule to this Agreement.
- And the performance of such other works and the installation of such other services, including works and services on existing Region and City roads as are required to provide a satisfactory servicing scheme for the subdivision from an engineering point of view and as are required to bring the subdivision and its periphery up to the City's standards, all according to the City's standards, which other works and services include but are not necessarily limited to the additional works described in the Second Schedule to this Agreement. All works shall be done by contractors acceptable to the City.
- (d) Procure the supervision and inspection of the said works and services in accordance with City and Commission standards.
 - (e) Pay the sums of money set out in the Third Schedule for the purposes mentioned therein to the City as set out therein, these sums as well as those mentioned in paragraphs (j) and (k) below to be paid before the subdivision is released for registration.
 - (f) Produce the contracts for all the works and services described in (c) for the approval of the Director of Engineering for the City and the City Solicitor before they are awarded.
 - (g) Lodge "as constructed" drawings with the Director of Engineering of the City as and when the works are completed. Said "as constructed" drawings shall not be marked up copies of the construction drawings but shall be proper engineering drawings in form acceptable to the Director of Engineering for the City.
 - (h) Produce securities for the performance of all obligations pursuant to this Agreement in accordance with the City's standards.
 - (i) Guarantee the said works and services against all defects of material and workmanship for a period of twelve months from their completion and provide security in accordance with the City's standards.

(j) Pay to the City a sum equal to the following percentages of the total estimated cost of all works in the subdivision as reimbursement pro tanto for the City's and the Commission's inspection costs for the work, said sum to be based on estimated costs in the first instance with a minimum total deposit of \$7,500.00, being \$5,000.00 for City purposes and \$2,500.00 for the Commission's purposes and adjusted to actual costs when the same are known and the excess over the City's and the Commission's actual costs, if any, to be rebated when the subdivision is assumed. If the said sum is insufficient, the Owner agrees to pay the deficiency.

- (i) where the total estimated cost of all works is equal to or less than \$1,000,000.00, 5 per cent;
- (ii) where the total estimated cost of all works is equal or less than \$2,000,000.00, 5 per cent on the first million and 4 per cent on the excess over \$1,000,000.00;
- (iii) where the total estimated cost of all works is greater than \$2,000,000.00, 5 per cent on the first million, 4 per cent on the second million and 3 per cent on the excess over \$2,000,000.00.

(k) Pay to the City a sum equal to 5 per cent of the estimated cost of all works in the subdivision as set out in the Schedules as reimbursement pro tanto for the City's and Commission's costs for planning, legal and general administration work in connection with the plan.

- (l) (i) Convey the lands described in the first part of the Fourth Schedule to the City for park purposes or such other public purposes as are approved by the Minister, or pay to the City, as set out therein, the sum of money set out therein, in lieu of the conveyance of lands for park purposes or such other public purposes as are approved by the Minister. The Owner acknowledges and agrees that the park dedication or cash in lieu thereof is calculated during the final stage of processing the Subdivision Agreement and is in effect for a period of six months from its formal written calculation. In the event that the Plan of Subdivision and Subdivision Agreement are not registered within six months after the formal written calculation, the park dedication or cash in lieu is subject to re-calculation prior to the execution of the Subdivision Agreement by the City. Further, the Owner agrees to dedicate or pay cash in lieu in accordance with the re-calculation.
- (ii) Convey the lands and the easements, set out in the second part of the Fourth Schedule, to the City, as set out therein, for the purposes set out therein.

- (iii) Convey all one foot reserves to the City, as set out in the third part of the Fourth Schedule.
- (iv) Convey the lands described in the fourth part of the Fourth Schedule to the City, as set out therein, at the price stated.
- (m) Make all necessary changes in and make good all damages to existing services according to the City's or Commission's standards, whichever may be applicable.
- (n) Indemnify the City and the Commission against all losses, damages, claims, actions, demands, suits, costs and interest arising directly or indirectly from anything done in connection with the subdivision, whether in performance of, outside of, or contrary to this Agreement and whether or not in accordance with the City's and Commission's standards and for this purpose provide proof of public liability and property damage insurance in accordance with the City's and Commission's standards.
- (o) Commute all local improvements outstanding on any part of the lands and pay all taxes levied prior to release of the plan as provided in the City's standards.
- (p) Indemnify the City and the Commission for the cost of damage done to sidewalks, curbs, water service boxes and other services on existing streets and rear lot drainage during construction and building for which purpose the City may charge a deposit with each building permit.
- (q) (i) Cause all lots intended for single family dwellings and having a side yard abutting a walkway to have a minimum width of 18.2 m;
(ii) Cause all lots intended for semi-detached dwellings and having a side yard abutting a walkway to have a minimum width of 21.3 m;
(iii) Cause all buildings to be set back from a walkway a minimum of 4.6 m or such set back as is specified in the applicable zoning by-law, whichever is the greater, unless the wall abutting the walkway is that of a garage no more than one storey in height, in which case the minimum set back may be reduced to 3 m;
(iv) Landscape all lots having a side yard abutting a walkway with a 1.2 m high cedar hedge, nursery grown stock; planted on 90 cm centres, 30 to 60 cm in from the property line; extending from a point adjacent to the front elevation of the residential dwelling, to the rear lot line along the length of the walkway;
(v) That the landscaping shall be guaranteed for a period of one year from the date of planting, to the satisfaction of the Director of Engineering;
- (vi) Cause all walkways to be fenced and paved to the satisfaction of the Director of Engineering;

- (vii) Cause habitable rooms of single family dwellings to have no windows facing a walkway, and cause the living room and dining room of semi-detached dwellings to have no windows facing a walkway. For the purpose of this condition, a bathroom will not be considered a habitable room.
- (r) Submit to the Director of Planning, prior to the registration of the plan, a copy of the plan upon which an Ontario Land Surveyor has certified the width and area of each lot and block on the plan.
- 2. Without limiting the generality of anything in Section 1, the Owner agrees to establish and adhere to grades, levels and elevations as shown on the approved plans or established by the Director of Engineering of the City. The Owner agrees that the grades and levels will be maintained and that no lot will be filled, cut or encumbered so as to interfere with drainage and the grades and elevations thereof will not be changed without the approval of the Director of Engineering for the City.
- 3. The City's rights in respect of those works which are under the control and management of the Commission shall be exercised by the Commission and "Director of Engineering" means the Commission's Engineer in respect of such works. Except as regards standards and specifications pertaining to works under the control of the Commission, the Director of Engineering for the City shall have an overriding control in respect of the locations and construction of all works under the control of the City.
- 4. Upon any failure by the Owner to do any work or rectify any unsatisfactory work upon seven days' written notice, the City or the Commission, as the case may be, may procure same to be done at the Owner's expense and all costs may be recovered from the security for performance, the security for maintenance and any other security which the City may hold under this Agreement, and shall be a charge on the subdivision until paid. In any case of emergency affecting the public safety or existing works, the City or the Commission may act without notice or on such notice as is reasonable in the circumstances. For the purpose of this paragraph, cost includes such reasonable charges for overhead as are established by the City or the Commission from time to time.
- 5. Notwithstanding that the City may hold securities pursuant to Sections 1(h) and (i) of this Agreement and Section XI of the City's Standards, in the event of a failure, neglect or refusal by the Owner to comply with this Agreement prior to the City assuming the plan, the City shall not be required nor obligated to:

- (a) complete any of the works or services required by this Agreement;
or
- (b) maintain any of the works or services required by this Agreement.

6. The Owner shall comply with all of the provisions of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended from time to time and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the said Act. These holdbacks and funds shall not be disbursed except in accordance with the said Act.

7. The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens and all preserved or perfected liens, made, brought, or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, which affect any lands owned by the City, including public highway and road allowances, and which arise out of the performance of this Agreement by the Owner and his servants, employees, agents, contractors and subcontractors.

8. The Owner shall indemnify and hold harmless the City from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Construction Lien Act, R.S.O. 1990, c. C.30, or by reason of any action brought against the City pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, and arising out of the performance of this Agreement by the Owner and his servants, employees, agents, contractors and subcontractors.

9. The City Treasurer may, at any time, authorize the use of all or part of the cash deposit or letters of credit required pursuant to Sections 1(h) and (i) of this Agreement and Section XI of the City's Standards:

- (a) To pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, which affect any lands owned by the City, including public highways and road allowances in the event the Owner defaults on the performance of Section 6 of this Agreement; and
- (b) To pay to the City any amounts owing to them pursuant to this Agreement.

10. The Owner acknowledges that the City shall not be required to reduce or release the cash deposit or letters of credit in accordance with the City's standards until the City is satisfied that all of the provisions of Sections 6, 7 and 8 of this Agreement together with all other applicable provisions of this Agreement have been complied with.

11. When, by the City's or Commission's standards, credit is to be allowed for or against the cost of any work, the City may require the Owner to do or pay for the work in the first instance and receive credit against the sums payable to the City and/or the Commission, as the case may be, under Section 1(e). In the event that the credits are not sufficient to meet the City's or the Commission's share of the cost and the City or the Commission has not funds available for this purpose and has not made provision in the estimates for the current year for payment of the deficiency, the work to which the City or the Commission is contributor shall not be undertaken until the approval of the Ontario Municipal Board is obtained pursuant to Section 65 of the Ontario Municipal Board Act, R.S.O. 1990, c. 0.28, and any other approval that is required by law for the raising of the money is obtained. Failing such approval, the Owner may elect to pay the City's or the Commission's share of the cost and proceed with the work.

12. No work shall be undertaken under this Agreement until such time as the approval of the Ontario Ministry of the Environment, the Ontario Ministry of Transportation, the Regional Municipality of Halton, if applicable, and all other approvals necessary by law are obtained. Section 280 of the Municipal Act, R.S.O. 1990, c. M.45, where applicable, shall be complied with by the Owner.

13. In this Agreement "the City's Standards" mean the standards for development of subdivisions as set out in the Sixth Schedule hereto. It is hereby agreed by all of the parties that good engineering practices, as determined by the Director of Engineering for the City, will apply to any matter or thing on which the said standards are silent. The Owner agrees to do all things required by the said standards whether same are specifically mentioned in this Agreement or not. In the event of any conflict, or apparent conflict between any two provisions of this Agreement or any provision of this Agreement and the said standards, the Director of Engineering shall determine which is to prevail. Approval of the drawings referred to in Section 1 shall not be a waiver of any term of this Agreement or of anything in the said standards. The said standards contain restrictions on the erection of multiple dwellings.

14. In the event of any dispute respecting the interpretation of this Agreement or of the standards, the matter shall be determined by the Director of Engineering for the City subject to the right of appeal hereinafter provided.

15. Any person who considers himself aggrieved by a decision of the Director of Engineering made pursuant to this Agreement shall have the right to appeal to Council of the City as circumstances require. All such appeals shall be in writing and on seven days' notice to the Director of Engineering.

16. This Agreement shall be registered against the land to which it applies, and the City and the Commission shall be entitled to enforce the provisions of this Agreement against the Owner and subject to the provisions of the Registry Act, R.S.O. 1990, c. R.20 and the Land Titles Act, R.S.O. 1990, c. L.5, any and all subsequent owners of the land.

17. The Owner agrees that the lots enumerated in the Fifth Schedule are unsuitable for building for the reasons set out therein.

18. Upon the satisfactory completion of all works and services in the plan, expiry of the maintenance period, completion of the remedial or maintenance work required and payment of all City accounts, the City will assume the plan at which time all works and services under the control of the City shall vest in and be the property of the City.

19. The Commission joins in this Agreement for the purpose of binding itself to such of the covenants of the City as are applicable to works and services under the control and management of the Commission.

20. Notice to the City may be given to:

The City Clerk, City of Burlington, 426 Brant Street,
Burlington, Ontario. L7R 3Z6.

Notice to the Commission may be given to:

Burlington Hydro-Electric Commission,
1340 Brant Street, Burlington, Ontario, L7R 3Z7.

Notice to the Owner may be given to:

Bestway Blue Co. Ltd.
5235 Cedar Springs Road, R.R. #3
Cambellville, Ontario L0P 1B0

Notices may be given by prepaid, registered post and shall be deemed to be given two days following their mailing.

21. That the Owner install, at its own expense, a 1.8 m high, 5 cm mesh "No. 9" gauge chain link fence where the rear of the lots abuts a public road or a proposed public road unless authorized not to do so by resolution of Council.

22. Provided that if the land is to be used for industrial and commercial purposes, the Owner will sign the Development Agreement of the City of Burlington, made pursuant to Section 41 of the Planning Act, R.S.O. 1990, c. P.13.

23. If this Subdivision Agreement requires specific clauses to be included in Agreements of Purchase and Sale and/or Reservation Agreements, such specific clauses shall be set out in those documents as separate paragraphs and shall be in bold print larger than the other print in the document or, if not in bold print, then underlined entirely.

24. It is understood and agreed that the Owner may obtain advance building permits to a maximum of 100 per cent of the single family lots shown on the First Schedule hereto subject to the terms and conditions set out in the Sixth Schedule hereto.

25. The Owner hereby undertakes and agrees that it is responsible for ensuring that premature occupancy will not occur, and notwithstanding the \$1,000.00 deposit being forfeited to the City, the Owner covenants and agrees that it will be totally responsible for any problems or liability that may result from any premature occupancy.

26. The Owner agrees that if any lands on the proposed plan are designated or set aside for school sites, either for the Halton Board of Education and/or the Halton Roman Catholic School Board, and the Board in question determines to not acquire such lands, the Owner will offer the said lands to the City at the same price as agreed upon by the Board in question, or if there is no agreement at the lowest price at which the lands were to be offered to the Board in question by the Owner, and to give the City at least 90 days from the date of the Owner's offer to the City for acceptance.

27. Final Survey Requirements:

(a) Registered Plan of Subdivision

(i) The Owner agrees to have his Ontario Land Surveyor provide the Registered Plan of Subdivision and all other associated plans, whether external or internal related to 6° UTM 1974 Datum or NAD 83 Datum.

(ii) Before the final acceptance of the works, the Owner's surveyor shall submit to the Engineering Department a report containing a summary of the field traverse, adjustment methods, closure reports and a summary of rationale used to derive the boundary co-ordinates. This report shall be typed and bound. A digital file, on floppy disk, is also to be included with this report and must meet current City "Geographic Information System" standards.

(b) Horizontal Control Monuments

Prior to the assumption of the subdivision, the Owner shall establish a network of third order control monuments to the satisfaction of the Director of Engineering. The establishment of these monuments shall be two (2) for the first ten hectares or less and one (1) for every additional ten hectares or less in the plan. In addition, every existing monument destroyed during subdivision construction must be replaced. At the sole discretion of the Director of Engineering, cash in lieu may be taken as set out in Schedule 3.

(c) Vertical Survey Requirements

The Owner shall use only approved City benchmarks to establish elevations throughout the development. Prior to the assumption of the subdivision, the Owner's surveyor shall establish one (1) permanent 2nd order benchmark for the first ten hectares or less plus one (1) 2nd order benchmark for each additional ten hectares or less on the plan. At the sole discretion of the Director of Engineering, cash in lieu may be taken as set out in Schedule 3. The location and type of monument is to be agreed upon by the Owner's surveyor and the Director of Engineering.

(d) Topographical Requirements

The Owner agrees to provide a digital file to the satisfaction of the Director of Engineering consisting of all "as constructed" work including pavement widths, curb types, sidewalks, location of all services, utilities, and location of sewers. The digital data must be compatible with the City's GIS standards and must be tied in to the City's horizontal and vertical control networks and AM/FM standards. At the sole discretion of the Director of Engineering, cash in lieu may be taken as set out in Schedule 3.

(e) Assumption Survey Requirements

The Owner shall provide a certificate from an Ontario Land Surveyor stating that all standard iron bars shown on the Registered Plan of Subdivision have been either verified or replaced, and all requirements of Clauses (b) and (c) above have been complied with, as well as a certificate from an Ontario Land Surveyor or a Professional Engineer stating that all the requirements of Clause (d) above have been complied with. These certificates shall be submitted to the Director of Engineering one (1) month prior to the application by the Owner of the final acceptance of the works.

28. The Owner covenants and agrees to complete the following to the satisfaction of the Director of Engineering:

- (a) Grading, drainage, construction access, fencing, servicing, sidewalks and driveway locations.
- (b) Implement all the necessary storm water management features recommended in the City's Master Drainage Study and the approved Functional Storm Drainage Report.
- (c) Make any excess parcels of land unsuitable for development available for assembly with adjacent development.
- (d) Provide and dedicate daylight triangles where local streets intersect arterial streets.
- (e) Provide and dedicate 0.3 m reserves and areas for temporary turning at the ends of all streets which are intended to be extended in the future.

- (f) Implement the postal service report and all necessary recommended facilities to the satisfaction of the Director of Engineering. All proposed facilities are to be shown on the engineering drawings.
- (g) Design, locate and erect signs prior to the sale of any lots and prior to commencement of subdivision construction which provide notification of: the proposed land uses, road pattern, lotting, phasing of the proposed subdivision the properties abutting the development, location of proposed postal facilities and lots subject to warning clauses. The sign shall be resistant to weathering and vandalism. All lots and blocks will be unsuitable for building until the above has been satisfied.
- (h) Design, locate and erect signs that are resistant to weathering and vandalism at the end of all stub roads prior to offering any of the lots for sale which provides notice that the stub roads will be extended at a future date when the adjoining lands are developed.
- (i) Construct collector roadways in compliance with City roadway and street light design standards.
- (j) To limit all construction traffic to using City streets as approved by the Director of Engineering during the installation of services and subdivision construction.
- (k) Implement the recommended noise and vibration controls in the approved report and make provision in all Offers, Leases, Reservation Agreements inserting the necessary warning clauses as set out in the report. All affected lots are unsuitable for building until the above has been satisfied.
- (l) Ensure that all dwelling units on lots abutting the creek blocks are designed so that all openings are a minimum of 0.5 metres above the 100-year flood level or above the level of the Regional storm, whichever is greater.
- (m) Implement the approved siltation control plan during the development and construction of the subdivision.
- (n) Dedicate to the City, free-of-charge, any required creek blocks.
- (o) Snow fence the limits of all creek banks and ravines before any grading of construction commences.
- (p) The Owner agrees that the security deposits provided to the City of Burlington for engineering works can be drawn upon by the City for the rehabilitation of any valley lands which may be disturbed as a direct result of developing the subdivision.
- (q) Grant the necessary easements that may be required for any services and utilities.

29. The Owner, its successors and assigns, is hereby notified that development charges of the City and Commission are payable in accordance with By-laws 103-91 and 104-91, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.

30. The Owner covenants and agrees to complete the following to the satisfaction of the City Arborist and the Directors of Parks and Recreation, Engineering and Planning:

- (a) submit a tree saving plan justifying the removal of any existing trees and to preserve and protect all existing vegetation where required by the City Arborist in accordance with the provisions of By-law 19-1975.
- (b) submit a detailed landscaping plan for Lots 1 to 8 showing tree and hedge plantings which shall consist of native species.

31. The Owner covenants and agrees to include the following clause in all Offers to Purchase, Agreements of Sale and Purchase or Lease and Reservation Agreements:

"Purchasers are advised that, while the availability of water for normal household purposes is expected to be adequate, water supply from individual wells might not be sufficient for high demand water uses including, but not restricted to, swimming pools and lawn irrigation systems."

32. That the Owner covenants and agrees that the maximum lot coverage will be 6% and will not exceed 4,000 square feet for a one storey dwelling and 6,500 square feet for a two storey dwelling, including all accessory buildings.

33. The Owner covenants and agrees to include the following clause in all Offers to Purchase, Agreements of Sale and Purchase or Lease and Reservation Agreement, to the satisfaction of the Ministry of Environment:

(a) For All Lots:

"Purchasers are advised that the Nelson Aggregate Company, Burlington Quarry operation, is located nearby and its activity may continue to be of concern occasionally interfering with some activities of the dwelling occupants."

(b) For Lots 1, 9 and 10:

"Purchasers are advised that noise levels due to road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants.

This dwelling unit was fitted with a forced air heating system and the ducting, etc. sized to accommodate central air conditioning units. (Locate the air cooled condenser unit, which has a Sound Rating of 7.6 bels or less, in a noise insensitive area.)"

34. The Owner covenants and agrees to include the following clause in all Offers to Purchase, Agreements of Sale and Purchase or Lease and Reservation Agreement, to the satisfaction of the Ministry of Natural Resources:

"Purchasers are advised that dust, noise, and vehicle traffic from local quarry operations may be of concern occasionally interfering with some activities of the dwelling occupants."

The Owner charges the lands with the performance of this Agreement.

- ___ The person consenting is my spouse))) Place clear
- ___ I am not a spouse))) mark opposite
- ___ The property has never been occupied by))) appropriate
- me or my spouse as a matrimonial home))) statement

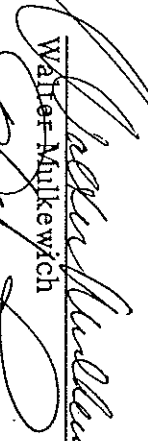
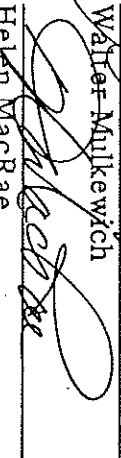
The Party of the Fourth Part joins herein to consent hereto.

THIS AGREEMENT shall enure to the benefit of and be binding upon the respective parties and their heirs, executors, administrators, successors and assigns.

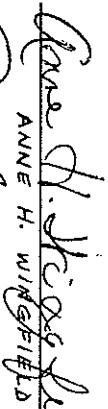

THIS AGREEMENT shall be read with such changes in number and gender as the circumstances require.

IN WITNESS WHEREOF the corporate parties hereto have caused their corporate seals to be hereunto affixed attested by their proper officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

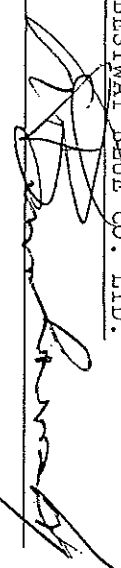
SIGNED, SEALED AND
DELIVERED
in the presence of:


THE CORPORATION OF THE CITY OF
BURLINGTON

Walter Mulkewich MAYOR

Helen MacRae CITY CLERK

BURLINGTON HYDRO-ELECTRIC
COMMISSION


ANNE H. WINGFIELD CHAIRMAN

DAVID H. BALDWIN, DIRECTOR, FINANCE & ADMINISTRATION
~~SECRETARY~~

BESTWAY PIPE CO. LTD.


L. BURSHTSKY
PRES.

Legal Services Approved:
 July 29/94
Authorized by OMB APPROVAL
By law: March 10/92
Passed on: R.B. EISEN
Item: _____

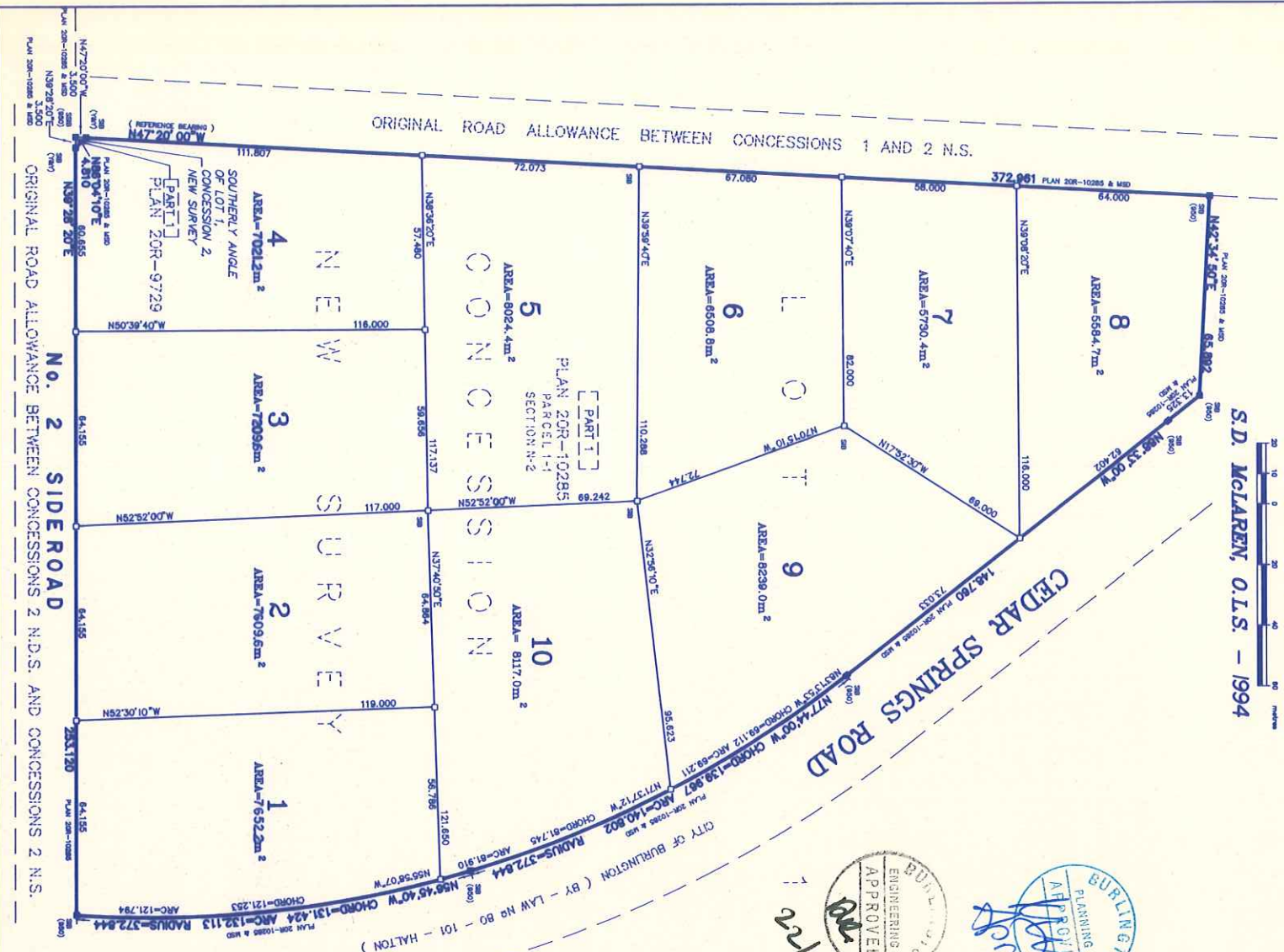
NOTE:
Authorized officers must sign for corporate parties and state their full names and corporate seals must be affixed.

FIRST SCHEDULE

GOLFSPRINGS ESTATES WEST

PLAN OF SUBDIVISION
OF PART OF
LOT 1, CONCESSION 2 NEW SURVEY
(GEOGRAPHIC TOWNSHIP OF NELSON)
IN THE
CITY OF BURLINGTON
REGIONAL MUNICIPALITY OF HALTON

S.D. McLAREN, O.L.S. - 1994



PLAN 20M -

I CERTIFY THAT THIS PLAN 20M-
IS REGISTERED IN THE LAND REGISTRY
OFFICE FOR THE LAND TITLES DIVISION
OF HALTON #20 AT 12:00 O'CLOCK
ON THE _____ DAY OF _____ 1994
AND ENTERED IN THE _____ REGISTER FOR
PARCEL _____ SECTION _____
AND REQUIRED CONSENTS AND AFFIDAVITS
ARE REGISTERED AS PLAN
DOCUMENT No. _____

LAND REGISTRAR

THIS PLAN COMPRESSES ALL OF
PARCEL _____ SECTION _____ N - 2

APPROVED UNDER SECTION 36 OF
THE PLANNING ACT, R.S.O. 1989
BY THE REGIONAL MUNICIPALITY OF HALTON
REVIEW OF THE REGIONAL MUNICIPALITY
OF HALTON
THIS _____ DAY OF _____ 1994.

DIRECTOR OF DEVELOPMENT REVIEW
(AUTHORITY GRANTED BY BY-LAW 128-83)

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO
FEET BY DIVIDING BY 0.3048
AREAS SHOWN ON THIS PLAN ARE IN
SQUARE METRES AND CAN BE CONVERTED
TO SQUARE FEET BY DIVIDING BY 0.0929

LEGEND

- ☐ BOUNDARY SET
- ☐ BOUNDARY FOUND
- ☐ SHORT STANDARD RUN S&W
- ☐ VARIOUS AND VARIOUS LIMITED, O.L.S.
- ☐ MEASURED

BEARING NOTE:

BEARINGS ARE ASTROPHOTIC AND ARE REFERRED TO THE
CITY OF BURLINGTON, O.L.S. 1994
No. 43 800 017 E 300 751.547
No. 43 800 200 E 300 751.547
AND ARE REFERRED TO CENTRAL MERRIDIAN 87°00'W,
LONGITUDE ZONE 17, U.T.M.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
THE DISTANCES HAVE BEEN Laid OUT
IN ACCORDANCE WITH OUR INSTRUMENTS
DATED THE 8th Day of APRIL, 1994
S.D. McLaren
LARRY BINNICKS - President of the Corporation
BESTWAY BLUE CO. LTD.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
THE SURVEY AND PLAN ARE CORRECT AND IN
ACCORDANCE WITH THE SURVEYOR'S OATH AND
THE SURVEY HAS BEEN COMPLETED ON THE 8th DAY
OF APRIL, 1994

APRIL 8, 1994
S.D. McLAREN, O.L.S.

AT McLAREN LIMITED
ONTARIO LAND SURVEYOR
103 JOHN STREET SOUTH
HAMILTON - ONTARIO
527-0032 - 527-8559

Drawn by: _____ Checked (RMS): _____ Scale: 1:10000 Date: _____

GOLFSPRINGS ESTATES WEST

File: 510-02-2/86

SECOND SCHEDULE

PAGE 1 OF 3

As detailed on City of Burlington drawing #MXZ/86

Approval Date:

By: Metropolitan Planning &
Engineering Inc.
4200 South Service Rd.
Suite 100
Burlington, Ontario L7L 4X5

PART A: All City required work on lands not owned by the City within the subdivision boundaries and City required works within all road allowances, both internal and external to the subdivision.

PART B: All City required work on City owned lands or premises, or lands or premises to be dedicated to the City upon registration, excluding road allowances, both internal and external to the subdivision.

PART C: All works to be performed within road allowances within subdivision only.

PART A PART B PART C

STORM SEWERS AND APPURTENANCES: nil nil nil

PAVEMENT: nil nil nil

CURBS & GUTTERS: nil nil nil

SIDEWALKS: nil nil nil

HYDRO:

Total Estimated Cost 39,600 nil nil

STREET LIGHTS:

3 New Poles, Brackets & Luminaires 900 nil nil

Total Estimated Cost

Sub-Total 40,500 nil nil

GOLFSPRINGS ESTATES WEST

File: 510-02-2/86

SECOND SCHEDULE

PAGE 2 OF 3

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>
<u>SUB-TOTAL FORWARD:</u>	40,500	nil	nil

MISCELLANEOUS:

1. Sodding - Approx. 5,000 m ² of topsoil and sodding for the main channel and storage pond areas.	10,000	nil	nil
2. Grading of Lots - Clear and grub, grading of rear lot swales and road allowance ditches.	14,000	nil	nil
3. Fencing - Temporary snow fencing for tree protection, etc.	11,000	nil	nil
4. Landscaping - Approx. 54 trees and 121 shrubs planted in storage ponds, within the subdivision and other areas according to the approved landscape plan.	17,635	nil	nil

EASEMENTS OR RIGHT OF WAYS:

nil nil nil

PARKLAND:

nil nil nil

CREEK BLOCKS:

nil nil nil

DETENTION OR STORAGE PONDS:

Approx, 385 m of storm drainage swale and 1500 m ² of storage pond including erosion protection treatment.	16,000	nil	nil
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REGIONAL SERVICES:

nil nil nil

Sub-Total

109,135 nil nil

COLSPRINGS ESTATES WEST

File: 510-02-2/86

SECOND SCHEDULE

PAGE 3 of 3

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>
<u>SUB-TOTAL FORWARD</u>	109,135	nil	nil
<u>MINUS CREDITS FOR OVERSIZING</u> (including sanitary or water oversizing - PART C)	nil	nil	nil
1.			
<u>NET AMOUNT TO</u> <u>ESTABLISH PERFORMANCE</u> <u>SECURITY:</u>	109,135	nil	nil
<u>NET AMOUNT TO</u> <u>ESTABLISH CONSTRUCTION</u> <u>LIEN SECURITY:</u>	nil	nil	nil
COST OF CITY REQUIRED WORKS ON WHICH ADMINISTRATION AND INSPECTION FEES ARE CALCULATED (PART A and PART B):	109,135		

GOLFSPRINGS ESTATES WEST

File: 510-02-2/86

THIRD SCHEDULE

PAYMENTS TO BE MADE BY SUBDIVIDER

TRAFFIC CONTROL SIGNS

(1) Stop Ahead Sign
Admin & Design (5%)

133.35
6.67

TOTAL

140.02

140.02

TREE PLANTING

NIL

HYDRO CHARGES

Connection Charges (10@ \$350.00/ea. plus GST)

3,745.00

SURVEY COSTS

Geodetic Vertical Control

250.00

Digital Topographic Mapping

250.00

TOTAL PAYMENTS TO BE MADE BY OWNER

\$4,385.02

GOLFSPRINGS ESTATES WEST

File: 510-02-2/86

FOURTH SCHEDULE

PAGE 1 OF 3

PART I

(a) Cash in lieu of lands for park purposes
\$15,000.00

(b) Lands conveyed for park purposes.

nil

PART II

Land for Public Utility and other purposes exclusive of roads and
exclusive of the land mentioned in Part I above.

EASEMENTS

Part of Lot 1
Part of Lot 3
Part of Lot 6
Part of Lot 7
Part of Lot 9

GOLFSPRINGS ESTATES WEST

File: 510-02-2/86

FOURTH SCHEDULE

PAGE 2 OF 3

PART III:

0.3 m Reserves:

N/A

GOLESPRINGS ESTATES WEST

File: 510-02-2/86

FOURTH SCHEDULE

PAGE 3 OF 3

PART IV

The following lands are to be sold to the Municipality or local Board at the price stated, or if no price is stated, at the raw land value.

CITY OR LOCAL BOARD	LOT, BLOCK OR PARCEL	PRICE (if agreed)
/		
N/A		

COLFSPRINGS ESTATES WEST

File: 510-02-2/86

FIFTH SCHEDULE

LOTS UNSUITABLE FOR BUILDING

All lots will be deemed unsuitable for building until such time as a sign, resistant to weathering and vandalism has been designed, located and erected. The sign shall provide notification of proposed land uses, road patterns, lotting, abutting development, location of proposed postal facilities and lots or blocks subject to warning clauses.

SIXTH SCHEDULE

THE CORPORATION OF THE CITY OF BURLINGTON

Standards for Subdivision

Applicable to all Subdivisions
in the City of Burlington

TABLE OF CONTENTS

I.	Application and Intent
II.	General Provisions
III.	Roads and Sidewalks
IV.	Hydro Electric Services
V.	Sewers and Sewage Disposal
VI.	Street Lights
VII.	Street Signs
VIII.	Grades and Contours
IX.	Building Permits and Occupancy
X.	Storm Drainage
XI.	Financial and Insurance
XII.	Assumption

I. APPLICATION

These standards apply to all subdivisions in the City of Burlington.

INTENT

It is intended that these standards shall be read with the Subdivision Agreement.

It is intended that the effect of these standards and the Subdivision Agreement shall be to secure a development of good quality, of a quality at least compatible with surrounding development. All work is to be done in a good and workmanlike manner in accordance with good engineering principles and trade practises. Where it is necessary for works outside the development to be completed or adjusted, the Owner is required to procure their completion or adjustment and, except as otherwise provided herein or agreed, shall do so at his own expense.

The approval of plans, specifications, contracts or estimates by or on behalf of the City or its Director of Engineering, shall not be deemed to limit the amount of work to be done or expenditure of money required to be made by the Owner. All such amendments to the plans, specifications, contracts and estimates as are necessary to meet actual conditions in accordance with good engineering practises shall be made and the Owner shall do and pay for the work in accordance therewith.

II. GENERAL PROVISIONS

Design and Supervision

The Owner shall employ competent engineers, registered by the Association of Professional Engineers of Ontario to design, prepare the necessary contracts for, obtain the necessary approvals in conjunction with the City to supervise the construction, to maintain the records of construction, to prepare and furnish all required "as constructed" drawings of all works provided for by the City standards and the Subdivision Agreement within two months of acceptance of the work for maintenance. The engineering firm shall file in writing with the Director of Engineering an undertaking that the work will be done under its supervision and in accordance with City standards and under the direction of a professional engineer. Such undertakings shall be in a form approved by the City Solicitor.

No work shall be done until the plans have been approved by the Director of Engineering and all work shall conform to such plans. All work shall be done by a contractor approved by the City or Commission.

All contracts shall be submitted to the Director of Engineering and to the City Solicitor for approval before they are let. Every contract shall include a work calendar and failure to complete the work under such contract within the time limited by the calendar shall be deemed to be a default under the Subdivision Agreement.

Where the City is contributor to any work, tenders shall be called and the City shall have the right to insist that unbalanced or informal tenders not be accepted.

Except as may otherwise be specifically agreed, all work in respect to the subdivision, except paving of roads and except construction of curbs and sidewalks, shall be completed within 12 months from the signing of the Subdivision Agreement by the subdivider and the paving of roads and the construction of curbs and sidewalks shall be completed within 24 months. No work shall be done at any time when, in the opinion of the Director of Engineering, ground or weather conditions are unsuitable.

The Director of Engineering shall have the right to require that installation of services be accelerated to such extent as he directs on any street or part of a street on which 60 percent or more of the lots have had building permits issued on them.

The Director of Engineering shall also have the right to require that completion of works be delayed when, in his opinion, the effect of completing them would be to subject them to undue heavy use during construction or to undue deterioration for other reasons.

Order of Installation of Works

The Owner will observe such order of installation of the works as the Director of Engineering requires and for that purpose will construct, install and perform such works as the Director of Engineering may from time to time request.

Relocation of Services

The Owner shall pay the cost of relocating any existing services or utilities made necessary by reason of the subdivision of the land within 10 days of the account to them being rendered by the City or the Commission and shall likewise pay the cost of moving any services or utilities installed in connection with the development of the subdivision which are located in the driveways or so close thereto in the opinion of the Director of Engineering as to interfere with the use of the driveway. Where possible, the City or Commission will give advance notice of the work.

Additional Works Required

If at any time and from time to time during the development of the subdivision the Director of Engineering is of the opinion that additional works in or adjacent to the subdivision are necessary to provide adequately any of the public services, the Owner shall construct, install or perform such additional works at the request of the Director of Engineering.

Use of the Utilities and Services

The works herein referred to may be used by the City or other authorized persons for the purposes for which such works are designed, such use shall not be deemed an acceptance of the works by the City and such use shall not in any way relieve the Owner of his obligations in respect of the construction and maintenance of the works so used.

Entry by Municipal Employees or Agents

Employees or agents of the City may enter the said lands at any time, or from time to time, for the purpose of making adjustments, inspections or repairs, such entry and adjustment, inspection or repair shall not be deemed an acceptance of any of the said works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of his obligations under this Agreement.

The Owner shall retain a licence from any subsequent purchaser of any part of the subdivision to enter upon the land purchased in order to comply with the terms of this Agreement.

Notification of Services

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

General Provisions

Notwithstanding anything else herein or in the Subdivision Agreement, the Owner agrees:

(a) All streets abutting on the lands to be covered by 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 usable condition during the said construction and, if damaged, will be restored immediately by the Owner. If the Owner fails to do this work on reasonable notice, the City may go in and do it at his expense. All vehicles 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 not scatter refuse, rubbish or debris on the said streets abutting. Where more than one access may be had to the subdivision, the Director of Engineering may prohibit use of one or more, but not all, for the delivery of materials.

Take all necessary steps to prevent building material, mud, waste, soil or dust from being spilled or tracked onto public streets during construction and proceed immediately to clean up any streets so affected and agree that the performance securities may be used by the Director of Engineering to cover the cost of cleanup necessitated by failure to comply within a reasonable time frame with these requirements. Failure to comply within a reasonable time frame will be deemed to be a 'case of emergency', for the purposes of Condition 4 of the agreement.

(b) All top soil removed from the lands shall be stockpiled during grading operations and as each building is completed the top soil so stockpiled shall be placed around the grounds of each building to the same depth as existed prior to the removal and shall include all surfaces not covered by buildings, driveways or pavements. No top soil or other material shall be piled on any easement. Surplus top soil may be removed with the consent of the Director of Engineering.

(c) The Owner will take all necessary steps as directed from time to time by the Director of Engineering to control dust, weeds, noise and any other nuisances.

Where there are existing buildings or structures in the plan, same shall be demolished and removed within 6 months of the registration of the plan unless the City agrees that it or they may remain, in which event such alterations and renovations as the City requires shall be made within the same time limit.

No building shall be moved onto any lot in the subdivision unless approved by the City and in accordance with zoning standards.

If any part of the plan or the adjoining area is to be used for other than single family detached residences there shall be erected at each entrance to the subdivision a sign, the size and design of which shall be approved by the City, to inform any proposed purchasers of the intended uses. Said sign(s) shall be erected before issuance of any building permits.

The cost of installing all services abutting all lands owned by or to be purchased by the City, the Board of Education, the Commission or the Regional Municipality of Halton, shall be paid for by the Owner, except as may be agreed.

The Owner shall cause to be sodded the front yard of each of the lots set out on the Plan of Subdivision with number 1 nursery sod, upon the completion of the construction of a house on such lot, and the Owner further agrees to sod all boulevards in the subdivision with number 1 nursery sod.

The Owner shall make good all damage caused by anything done in connection with the subdivision.

Design data, as set out in the Appendix "A" hereto, shall apply in all cases, except where otherwise specifically agreed, subject, however, to such modification as, in the opinion of the Director of Engineering, circumstances require.

III. ROADS AND SIDEWALKS

Rough Grade

The Owner shall rough grade to the City specifications to the full width of all road allowances, as shown on the said Plan of Subdivision, prior to the installation or construction of watermain systems, sewer systems and curbs.

The Owner shall keep the boulevards clear and free from all material and obstructions which would interfere with the construction of Union Gas Limited, Bell Canada Ltd., Ontario Hydro, the Commission, the City and the Region of Halton installation.

Roads, concrete curbs and catch basins shall be constructed in the locations and to the widths and grades approved by the Director of Engineering, and such roads, curbs, catch basins and connections shall be designed in accordance with the design data of the Engineering Department as revised from time to time and attached hereto as Appendix "A", and shall be constructed in accordance with the specifications of the City within the time limits specified.

The Owner shall, until the asphalt surface is constructed, maintain the gravel and stone base in a usable condition, in the opinion of the Director of Engineering, for vehicular traffic, and free from dust at all times, and until such time as the roads have been assumed by the City or Region and shall repair any such roadway on reasonable notice but in any case within 48 hours of receiving written notice, or upon his consulting engineer receiving written notice to do so from the Director of Engineering, and where deemed necessary by the Director of Engineering shall provide all necessary sanding and snow-plying, failing which the City may do the work at the Owner's expense. The asphalt pavement shall not be placed until the gravel and stone base has been inspected and approved by the Director of Engineering.

The Owner shall be responsible for removing any contamination from the base course and repairing and replacing where necessary in order that the construction of the roadway shall not have suffered due to the use of the base course as a temporary roadway.

Curbs and Gutters

The Owner shall construct curbs and gutters on all the roads as shown on the said Plan of Subdivision, including all existing roads adjacent to the said Plan of Subdivision, in accordance with the design data of the Engineering Department as revised from time to time in accordance with the directions of the Director of Engineering within the time limit specified.

Sidewalks

A concrete sidewalk, at least 5 feet wide as indicated in the Subdivision Agreement, shall be constructed to the specifications and grades of the Director of Engineering.

IV. HYDRO-ELECTRIC SERVICES

The Owner shall construct and install, if required, a complete hydro-electric distribution system to service the lands on the said Plan of Subdivision, according to design of the Commission and according to specifications of the Commission, as set out in Appendix "A" or determined by the Commission Engineer.

Hydro distribution shall be rear lot or underground.

V. SEWERS AND SEWAGE DISPOSAL

The Owner shall construct a storm sewer system or systems, including house storm sewer connections from the said sewers to the street line, and catch basins and leads, to service the lands on the said Plan of Subdivision, and adjacent road allowances, according to designs approved by the Director of Engineering, and according to the specifications of the City within the time limit specified. The said sewers shall be constructed to approved outlet or outlets according to designs approved by the Director of Engineering.

All storm sewers shall be of sufficient size and depth to service lands outside the subdivision, which will, in the opinion of the Director of Engineering, require the use of the subdivision sewers as trunk outlets. The City may connect into any such sewers as soon as they are, in the opinion of the Director of Engineering, ready for use, but this shall not constitute acceptance of the sewer system or systems by the City.

VI. STREET LIGHTS

The Owner shall make all financial and other arrangements with the City for the construction and installation of all necessary equipment, including standards or poles, lamps, switches and other controlled mechanics required by the City for the lighting of all streets shown on the Plan of Subdivision to the satisfaction of the City. If the arrangement is that the City will do the work, the Owner shall deposit the estimated cost thereof with the City. On completion of the work, the Owner will pay any deficiency, failing which, same may be deducted from the security hereinafter provided. Any surplus will be refunded.

VII. STREET SIGNS

The Owner will pay the cost of permanent signs to be installed by the City.

VIII. GRADES, CONTOURS AND SPOT LEVELS

The Owner shall:

(a) Prior to the execution of the Subdivision Agreement by the City, submit plans and profiles to the City showing the existing and final elevations referring to Geodetic Elevations of all the lands within the said plan. The aforesaid elevations shall be approved by the Director of Engineering prior to the registration of the said plan.

(b) Provide a Geodetic Bench Mark at a location approved by the Director of Engineering.

- (c) Prior to the execution of the Subdivision Agreement by the City provide a spot level figure at the middle of each lot on the plan at a location of 30 feet from the street line, indicating the true elevation of the natural ground at that point. This figure shall be indicated in a distinctive colour or special symbol notation. The location shall be secured by means of a survey party in the field and shall not be calculated by interpolating between the contour lines.
- (d) Prior to the execution of the Subdivision Agreement by the City, provide a calculated spot level figure at the same location as indicated in paragraph (c) above to show the level to which the ground is to be altered. This calculated figure shall be indicated in a contrasting colour or symbol figure to the natural elevation figure referred to in paragraph (c) and the said levels shall be approved by the Director of Engineering.
- (e) Prior to the execution of the Subdivision Agreement by the City, in the case of large blocks of land, the above levels required by paragraphs (c) and (d) shall be indicated at the centre and at each corner of each proposed apartment building and each proposed building for industrial or commercial use.
- (f) All buildings erected on the said plan shall conform to the elevations and spot levels approved by the Director of Engineering.

IX. BUILDING PERMITS AND OCCUPANCY

No building permit shall be available in the subdivision:

- (a) until roads and other services are, in the opinion of the Director of Engineering, in a satisfactory state;
 - (b) while the Owner is in default under the Subdivision Agreement;
 - (c) on any of the lots mentioned in the Fifth Schedule to the Subdivision Agreement until the conditions of same are made satisfactory to the Director of Engineering and the Engineer of the Region;
 - (d) except in compliance with the building and all other by-laws of The Corporation of the City of Burlington;
 - (e) in respect of any lot, until sewage disposal arrangements by connection to public sewer is made in respect thereto;
 - (f) for any multiple dwelling unless same is designed by an architect and until the same have been approved by the City. The City's approval shall be in its discretion and may be refused on aesthetic grounds. The City's discretion shall not be exercised unreasonably;
- provided that advance building permits may be issued to build on up to 100 percent of the lots in the Plan subject to the following:
- (i) the Developer shall designate the lots on which the permits are to be issued subject to the approval of the Director of Engineering and the Director of Building;
 - (ii) the lots are not to be deemed unsuitable for building;

- (iii) no such permits shall be issued unless there is paid in addition to all other charges a deposit of \$1,000.00 by certified cheque or letter of credit satisfactory to the Director of Finance for each dwelling, which deposit will be returned on application after services are provided if there has been no premature occupancy. If there is premature occupancy, the deposit will become the property of the City as liquidated damages and premature occupancy shall be a default for which the issue of permits in a subdivision may be stopped. The developer agrees to be solely responsible for ensuring premature occupancy does not occur; and further, that the developer accept total responsibility for any problems which may result in a failure to do so;
- (iv) advance building permits shall be for single family and semi-detached homes only except by specific permission of Council;
- (v) approval has been obtained from the Burlington Hydro Electric Commission;
- (vi) Plan of Subdivision registered;
- (vii) Subdivision Agreement registered, other documents and securities delivered.

The Owner shall not construct or permit construction of a dwelling unit past the footing and/or foundation wall stage until such time as the Director of Engineering approves the actual footing and/or foundation wall elevations or acceptable modifications of the same.

The Owner shall deliver for approval of the Director of Engineering elevations of the footings and/or foundation wall elevations for all dwelling units. These elevations shall be prepared by an Ontario Land Surveyor or the Consulting Engineer for the Developer and shall show actual elevations of footings and/or foundation walls when constructed.

The Owner acknowledges that "reverse driveways" means a driveway sloping down from the property line toward the house.

Reverse driveways shall have a maximum slope of 5 percent down from the property line crossed by the driveway to the building or structure at which the driveway terminates.

There shall be no occupancy of any building erected or to be erected in the subdivision until the installation of all works that pertain to the street on which the building fronts, and any necessary trunks or outlets, on any and all streets that give access from the existing highways of the City or Region have been completed except for asphalt pavement surface, sidewalks and curbs, and the hydro electric and telephone services are available.

X. STORM DRAINAGE

In addition to the easements specified in the Subdivision Agreement the Owner will provide to the City, at no expense to the City, all easements (inside or outside of the subdivision) necessary to provide for any drainage work that may be required to furnish an outlet for storm water or natural watercourses across the said property.

The Owner shall construct all works necessary in the opinion of the Director of Engineering to provide for proper drainage by means of enclosed drains, of all lands included in the plan and adjacent lands which drain therethrough, or where existing drains in adjacent or abutting lands have been cut.

The Owner shall construct all works required to rectify and alleviate any drainage problem in the manner required by the Director of Engineering upon written notice by him; such work shall be in accordance with plans approved by the Director of Engineering.

XI. FINANCIAL AND INSURANCE

The Owner shall give financial security for his obligation under the Subdivision Agreement as follows.

Before having the plan approved and this Agreement executed by the City, the Owner shall deposit with the City a sufficient sum of a cash deposit or an irrevocable letter of credit approved by the City Treasurer, to pay:

- (a) 50 percent of the estimated cost of the construction and installation of the said services and works as shown in Part A of the Second Schedule to the Subdivision Agreement;
- (b) 60 percent of the estimated cost of the construction and installation of the said services and works as shown in Part B of the Second Schedule to the Subdivision Agreement; and
- (c) 10 percent of the estimated cost of the construction and installation of the said services and works as shown in Part C of the Second Schedule to the Subdivision Agreement.

In the event that the Owner shall fail to complete any of the work or works as shown in Parts A and B of the Second Schedule to the Subdivision Agreement within the time limit fixed for completion thereof, the Owner shall pay to the City as liquidated damages the sum of Five Hundred Dollars (\$500.00) per week for each and every week or part of a week any of the works remain incomplete, but not exceeding in the aggregate 5 percent of the total cost of the services, provided that failure to complete the aforesaid works is not caused by strikes or other similar causes beyond the control of the Owner. Such monies which are deemed to be liquidated damages shall be deducted from any monies deposited or to be paid by any Chartered Bank filing a letter of credit guaranteeing performance or maintenance of any works forthwith upon demand of the City on the Owner or such Chartered Bank. Any letter of credit filed with the City by the Owner for the performance or maintenance of the works shall contain the aforesaid conditions and provisos.

The City Treasurer shall be authorized to reduce the aforesaid financial securities as follows:

- (1) That portion of the cash deposit or letter of credit referable to subsection (a) of this Section and Part A of the Second Schedule to the Subdivision Agreement may be reduced to 10 percent of the cost of the said works, provided that such amount represents at least 100 percent of the balance of the said works to be completed in Part A of the Second Schedule to the Subdivision Agreement, where work described in the said Schedule has been completed and upon a certificate to that effect being received by the Director of Engineering of the City.

In exchange for the release by the City of the said cash or letter of credit, the Owner shall provide the City with a maintenance security for the said works in the form of a cash

deposit or an irrevocable letter of credit approved by the City Treasurer, in the amount of 10 percent of the cost of the services to be maintained, but in any event:

- (i) not less than \$2,500.00 nor more than \$10,000.00
in respect of underground works and services; and
- (ii) not less than \$2,500.00 nor more than \$10,000.00
in respect of surface works and services.

When approval of services by the Director of Engineering of the City is obtained under the requirements of this Agreement and a release of the performance securities covering those services is granted as stated above, those services shall be covered by a maintenance security in the form of a cash deposit or an irrevocable letter of credit approved by the City Treasurer in the amount of 10 percent of the cost of the said works and services as follows:

Underground Services - Maintenance period shall run from the date of the completion of the services to be released from the performance security up to the date of the completion of all underground services plus one year after the latter date.

Surface Works or Services - Maintenance period shall run from the date of completion of the works or services to be released from the performance security up to the date of the completion of all surface works or services plus one year after the latter date.

The Owner shall maintain all the underground services and works for a period of one year following the completion of all such underground services and works and the preliminary approval thereof by the Director of Engineering.

The Owner shall maintain all the roadways, curbs, sidewalks and other above ground services for a period of one year immediately following the completion of all such roadways, sidewalks and above ground services and works and the preliminary approval thereof by the Director of Engineering.

Notwithstanding the maintenance periods established in subsection 1 of this Section, the Director of Engineering may extend any of the said maintenance periods for a further period of time to be determined by the said Director if, in his opinion, the works or services may be subject to undue deterioration from settlement, suspected poor materials or workmanship, or for any other reasons.

In addition, the maintenance period for surface works and services shall not be deemed to have ended until curb bond deposits, required in accordance with clause 1(p) of the Agreement and By-law 16-1994, have been provided to the City for all lots and blocks for which building permits have been issued but on which construction has not commenced or has not been substantially completed.

On final acceptance of the said services and works by the Director of Engineering and the Council of the City and payment of all outstanding obligations by him, the Owner shall be entitled to have released to him by the City all securities then held by the City which are referable to subsection (a) of this section and Part A of the Second Schedule to the Subdivision Agreement.

The Owner shall furnish the City at any time, and from time to time on demand with a Statutory Declaration by or on behalf of the Owner that the Owner had paid all accounts that have become due and payable in connection with the construction, installation and maintenance of the said services and works.

(2) That portion of the cash deposit or letter of credit referable to subsection (b) of this Section and Part B of the Second Schedule to the Subdivision Agreement may be released when all surface works and services and all underground services set out in Part B of the Second Schedule to the Subdivision Agreement have been completed to the satisfaction of the Director of Engineering and upon a certificate to that effect being received by the said Director of Engineering and upon 45 days from the said completion date having lapsed and no claim for lien having been registered on title to the premises.

In exchange for the release by the City of the said cash or letter of credit, the Owner shall provide the City with a maintenance security for the said works in the form of a cash deposit or an irrevocable letter of credit approved by the City Treasurer in the amount of 10 percent of the cost of the services to be maintained, but in any event:

- (i) not less than \$2,500.00 nor more than \$10,000.00 in respect of underground works and services; and
- (ii) not less than \$2,500.00 nor more than \$10,000.00 in respect of surface works and services.

When approval of services by the Director of Engineering is obtained under the requirements of this Agreement and a release of the performance securities covering these services is granted as stated above, the said works and services shall be covered by a maintenance security as set out in subsection (1) of this Section.

The Owner shall maintain all the underground services and works and all the above ground services as set out in Part B of the Second Schedule to the Subdivision Agreement in like manner and for the same period of time as set out in subsection (1) of this Section. Notwithstanding the establishment of the aforesaid maintenance periods, the Director of Engineering may extend any of the said maintenance periods for a further period of time to be determined by the said Director if, in his opinion, the works or services may be subject to undue deterioration from settlement, suspected poor materials or workmanship, or for any other reasons.

On final acceptance of the said services and works by the Director of Engineering and the Council of the City and payment of all outstanding obligations by him, the Owner shall be entitled to have released to him by the City all securities then held by the City under the Subdivision Agreement.

The Owner shall furnish the City at any time, and from time to time on demand, with a Statutory Declaration by or on behalf of the Owner that the Owner had paid all accounts that have become due and payable in connection with the construction, installation and maintenance of the said services and works and the said Declaration shall include as an exhibit copies of the published certificates of substantial performance of the said services and works, a certificate of completion prepared by the payment certifier, and such other information as is required by the Director of Engineering.

In no case shall the maintenance securities held by the City pursuant to subsections 1 and 2 of this Section exceed \$20,000.00.

(3) That portion of the cash deposit or letter of credit referable to subsection (c) of this Section and Part C of the Second Schedule to the Subdivision Agreement may be released when all the roadways, curbs, sidewalks and other underground and above ground services and works within the road allowance have been completed to the satisfaction of the Director of Engineering and upon a certificate to that effect being received by the Director of Engineering and 45 days from the said completion date have lapsed and no claim for lien has been served on the City.

Payment of Taxes

- (a) The Owner shall pay all arrears of taxes outstanding against the property herein described before execution of the Subdivision Agreement by the City.
- (b) The Owner shall pay all taxes levied on the said lands on the basis and in accord with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the collector's roll according to the registered plan.

Commutation of Local Improvements

- (a) Where land adjacent to a street on which local improvement charges of the City are being levied is developed and by reason of the development certain lands become non-assessable by reason of street intersections, flankages or lots backing onto services where the existing services cannot be utilized, the City will assume these costs as a part of the normal City's share.
- (b) Where land adjacent to a street on which local improvement charges of the City are being levied is developed and the developer can make use of the services he shall be required to commute the local improvement charges.

Insurance

The Owner shall insure and keep insured against all damages or claims for damages in an insurance company satisfactory to the City Treasurer. Such policy or policies shall be issued in the joint names of the Owner, the Commission and the City, and shall remain in the custody of the City Treasurer during the life of this Agreement. The minimum limits of such policy shall be as follows:

- \$500,000.00 for loss or damage resulting from bodily injury to or death of any one person,
- \$500,000.00 for loss or damage resulting from bodily injury to or death of two or more persons arising out of the same accident,
- \$50,000.00 for property damage, or
- \$1,000,000.00 all inclusive.

The policy shall be in effect for the period of this contract including the period of guaranteed maintenance, and shall contain no exclusion for blasting during the construction period. Where the Director of Engineering is satisfied that no blasting will be necessary and the Owner gives an undertaking that none will be done, a policy with blasting exclusion may be accepted by the City Treasurer.

The issuance of such policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which he may be held responsible.

The Owner shall prove to the satisfaction of the City from time to time, as the City Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

Liability of Owner

Until the Council of the City shall have accepted the Subdivision, the Owner shall indemnify the City against all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking this Plan of Subdivision, together with any or all of the several works pertaining thereto.

The Owner shall convey to the City the one foot reserves and all easements that are required and shall dedicate as public highways on the registered Plan of Subdivision all streets and street widenings as shown on the draft plan.

The streets shall be named as shown on the said Plan of Subdivision.

At the option of the City, the Subdivision Agreement shall be binding upon it for a period of not more than 6 months from the date thereof, unless the Owner has registered a Plan of Subdivision covering the entire area described in the First Schedule annexed hereto. In the event that the Owner has not registered the said Plan of Subdivision, then this Agreement shall be null and void, and any approval or recommendation that the City may have for the release of the said Plan of Subdivision shall be automatically withdrawn and the Owner will re-apply to the City for consideration on release of the said Plan of Subdivision on the understanding that such approval that the City may then give will be based upon the existing policy of the City at that time.

Except as otherwise agreed, the cost of installing all services abutting all lands owned by or to be purchased by the City, the Region, the Board of Education or the Commission shall be paid for by the Owner.

The Owner shall cause to be sodded the front yard of each of the lots set out on the Plan of Subdivision, upon the completion of the construction of a house on such lot, and the Owner shall also sod all boulevards in the subdivision.

Credits to Owner

The Owner shall install and pay for all services required by the City in the plan and its environs, but shall be entitled to the following credits:

(a) Road Oversizing

Where the City requires the Owner to install a curb to curb road width greater than 32 feet, an oversizing credit shall be available in accordance with the following formula:

$$\text{Credit} = 112\% \text{ (X - 32 x y) where x 32}$$

x

x is the curb to curb width of road being constructed

y is the cost of constructing the width of road being constructed.

No oversizing credit shall be paid for widening of a 32 foot road at intersections to accommodate left turn movements.

(b) Street Lighting Oversizing

Where the City requires the Owner to install a curb to curb road width greater than 32 feet with street lighting to accommodate the width of the road, an oversizing credit shall be available for street lighting in accordance with the following formula:

$$\text{Credit} = 112\% (\underline{x - 32} \times y) \text{ where } x \geq 32$$

x

x is the curb to curb width of road being constructed

y is the cost of installing street lighting required for the road being constructed.

(c) Bridge and Culvert Oversizing

Where the City requires the Owner to install a bridge or culvert designed to accommodate a curb to curb road width greater than 32 feet, an oversizing credit shall be available in accordance with the following formula:

$$\text{Credit} = 112\% (\underline{x - 32} \times y) \text{ where } x \geq 32$$

x

x is the curb to curb road width which the bridge or culvert is designed to accommodate

y is the cost of the required bridge or culvert.

(d) Storm Sewer Oversizing

Where the City requires the Owner to install storm sewers larger than required to accommodate the storm water run-off generated within the subdivision, an oversizing credit shall be available in accordance with the following formula:

$$\text{Credit} = 112\% (x - 110\% y)$$

x is the cost of constructing the storm sewers required by the City.

y is the Director of Engineering's estimate of the cost of constructing storm sewers that in his opinion would be sufficient to accommodate that storm water run-off generated within the subdivision.

(e) Where the City requires the Owner to install services on any street of which the Owner can only use or develop one side, to the extent that the other side is protected by one foot reserves and in respect of lands to which it may be reasonably expected will have future use for such services, credit will be given for an equitable portion of the cost of such services, but in no case shall the credit given exceed the amount accruing to the City for capital contributions in respect of the subdivision. Where the amount available is insufficient, the Owner may retain all or part of the one foot reserve as the circumstances require and recoup the share of the costs from adjoining owners as and when development takes place. The City shall have the right to acquire such reserve at any time upon payment of a pro rate share of the costs.

No credit shall be paid until the services in respect of which the credit is available are complete to the satisfaction of the Director of Engineering and proof satisfactory to the City is given that the same have been paid for.

In addition, no credits shall be paid until capital contributions have been received by the City on account of the subdivision equivalent to the credits available, and where the capital contributions to be obtained from the subdivision are less than the total credits, until all capital contributions with respect to the subdivision have been paid.

Application of Capital Contributions

So far as is necessary or reasonable, capital contributions payable under the Subdivision Agreement will be used in or adjacent to the subdivision for works benefiting the subdivision. Any contributions not so used will be used in general capital works for which they may lawfully be used.

XII. ASSUMPTION BY THE CITY

The performance by the Owner of his obligations under this Agreement to the satisfaction of the Director of Engineering and the Council of the City shall be a condition precedent to the acceptance by the City of the said services and works.

(i) Prior to the acceptance by the City of the said works, the Owner shall furnish to the City a Statutory Declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the said works and that there are no outstanding claims relating to the work.

(ii) Prior to the acceptance by the City of the said works, the Owner shall furnish the Director of Engineering with a sketch on Mylar prepared by a registered Ontario Land Surveyor showing the subdivision with the placement or found monumentation and dated no earlier than six weeks prior to the assumption processing by the City. A sample copy of the required sketch showing guidelines for accepted remonumentation is available from the Survey Section of the Department of Engineering.

APPENDIX " A "

NOT APPLICABLE AS NO INTERNAL ROADS