

THIS AGREEMENT made in triplicate this 7th day of October, 1997.

BETWEEN:

CONROY ROAD DEVELOPMENTS INC.

Hereinafter called the "Owner"
OF THE FIRST PART

AND:

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

Hereinafter called the "Region"
OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described in Schedule "A" to this Agreement and proposes to register a Plan of Subdivision of Part of Lot 2, 3 and 4, Concession 4, Rideau Front (formerly in the Township of Gloucester) and Blocks J, M and P and Part of Block N on Plan M-237, now in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, and

WHEREAS the Region deems it expedient and in the public interest that the owner be required to comply with certain requirements with respect to the Plan of Subdivision and conditions imposed by the Region in relation to the planning and development of the lands contained in the Plan of Subdivision.

NOW THEREFORE this agreement witnesseth that in consideration of the Region approving the Plan of Subdivision and the covenants hereinafter expressed, the Parties hereto covenant and agree the one with the other as follows:

DEFINITIONS

1. (1) "Agreement" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein.
- (2) "Environment and Transportation Commissioner" means the Commissioner of the Environment and Transportation Department or designated agent.

- (3) "Environment and Transportation Department" means the Environment and Transportation Department of the Region under the direction of the Environment and Transportation Commissioner.
- (4) "Meter" means a mechanical device installed for the purpose of measuring water consumption.
- (5) "Plan of Subdivision" means the registered plan and the lands described in Schedule "A" to this Agreement.
- (6) "Planning and Development Approvals Commissioner" means the Commissioner of the Planning and Development Approvals Department or designated agent.
- (7) "Region" means the Regional Municipality of Ottawa-Carleton.
- (8) "Regional Solicitor" means the Regional Solicitor or designated agent.
- (9) "Remote Reading System" means a device installed on the outside of a structure for the purpose of reading water consumption.
- (10) "Service" means the installed water pipe from the watermain in the dedicated right-of-way to the street line.
- (11) "Treasurer" means the Commissioner of the Regional Finance Department.
- (12) "Watermain" means a water pipe of any size located in a dedicated right-of-way or in an easement to the benefit of the Region from which services can be taken.
- (13) "Water Plant" means an installation of watermains, services, meters, remote reading systems and appurtenances.

ENVIRONMENT AND TRANSPORTATION DEPARTMENT - GENERAL

2. (1) The Owner covenants and agrees that it will at its expense install the Water Plant hereinafter referred to and as more particularly set out in Schedule "C", in, over, along and upon the subject lands.

(2) (a) The Owner covenants and agrees to prepare entirely at its own cost all plans, specifications, profiles, contours, and other engineering material, drawings and data required in the opinion of the Environment and Transportation Commissioner to implement this Agreement and same shall be submitted to the Region for its approval.

(b) The Owner covenants and agrees that this submission for approval shall include the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on ground, below ground or above-ground) through liaison with the appropriate electrical, gas, water, sewer, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of the appropriate authorities and shall consider their respective standards and specification manuals where applicable.

(3) The Owner acknowledges and agrees that all plans, profiles, contours and other engineering material, drawings and data referred to above shall be prepared in accordance with the Environment and Transportation Department specifications and in accordance with sound engineering and construction standards and practices applicable to municipal Water Plant of the kind and nature hereinafter set out.

(4) The Owner acknowledges and agrees that all materials to be supplied hereunder shall be in accordance with the Environment and Transportation Department specifications and if no materials are specified in any particular case then same shall be of good quality and appropriate in design and construction for the Water Plant to be installed, and shall be subject to the approval of the Environment and Transportation Commissioner.

(5) The Owner acknowledges and agrees that the Water Plant to be installed and work to be performed hereunder, shall be performed in an orderly fashion consistent with good planning, engineering and subdivision practices appropriate to the proper functioning of the Water Plant so installed under the inspection of and to the satisfaction of the Environment and Transportation Commissioner.

(6) The Owner covenants and agrees to construct and install the Water Plant in the street locations described in Schedule "C" and where applicable in accordance with the conditions and specifications in Schedule "E".

(7) The Owner covenants and agrees not to commence any work on the construction of the Water Plant until it has received both the Ministry of the Environment and Energy Certificate and the Regional work permit.

(8) The Owner covenants and agrees not to permit any occupancy on the individual Lots described in Schedule "A" until the Water Plant in Schedule "C" has been installed, sterilized and placed in service to the satisfaction of the Environment and Transportation Commissioner.

(9) The Owner acknowledges and agrees that permits will be issued for the commencement of construction of the Water Plant only upon registration of the Plan of Subdivision and upon receipt of the Letter of Credit and Certificate of Insurance as required by Paragraphs 7 and 9 of this Agreement.

(10) The Owner covenants and agrees not to connect any watermains to existing Regional water systems.

(11) The Owner acknowledges and agrees that no work will commence prior to the registration of the Plan of Subdivision, and until the Letter of Credit and Certificate of Insurance have been received, as required by Paragraphs 7 and 9 of this Agreement. All work must be inspected by the Region, and the Owner shall provide all information required by the Environment and Transportation Commissioner to allow the Environment and Transportation Department to inspect the Municipal Water Plant. If, in the opinion of the Environment and Transportation Commissioner, defects exist in the Water Plant, the Environment and Transportation Commissioner shall at the Commissioner's discretion direct that the Water Plant be reconstructed at the Owner's expense.

(12) The Owner covenants and agrees to provide a mylar of the "as built" plan showing the location of the Water Plant and other underground utilities, within twelve months of the completion of the installation of the Water Plant. The "as built" plan shall be certified under seal by a member of the Professional Engineers Association of Ontario. The Owner further covenants and agrees to provide the "as built" information and the attribute data for the Water Plant installation on diskette in a format that is compatible with the Regional computerized systems. This shall be to the satisfaction of the Environment and Transportation Commissioner.

(13) The Owner covenants and agrees to implement Best Management Practices to provide for protection of the receiving storm sewer or water course during the construction activities. Best Management Practices used during construction are intended to ensure no sediment and/or associated pollutants are released to the receiving watercourse which could degrade water quality and/or impair fish or other aquatic habitat. Best Management Practices should be regularly monitored (visual

inspection may suffice), to ensure effectiveness of the methods and compliance with Provincial/Federal legislation pertaining to water quality and fish habitat.

WATER PLANT

3. (1) The Owner acknowledges and agrees that in accordance with Paragraph 2 (10) herein, all Watermain connections to or disconnections from existing Watermains which are in service shall be made by the Environment and Transportation Department at the expense of the Owner. All required excavation, backfilling and reinstatement for same shall be carried out by the Owner at the Owner's expense.

(2) The Owner acknowledges and agrees that the installation of the Water Plant shall be subject to inspection by the Environment and Transportation Department at the Owner's expense. The Owner acknowledges and agrees that the inspection fee will be waived if the Owner has paid the Ministry of the Environment and Energy Processing fee for a Certificate of Approval.

(3) The Owner acknowledges and agrees that the disinfecting of the new Watermain shall be done by the Environment and Transportation Department at the expense of the Owner.

(4) The Owner acknowledges and agrees that no services shall be tapped into the new Watermain until the disinfection has been successfully completed and the Watermain is placed in service by the Environment and Transportation Department.

(5) The Owner acknowledges and agrees that when the Watermain has been successfully disinfected and is placed in service, the Owner shall make application for the connections of the services to the lots abutting the watermain. The size and location of the services are subject to the approval of the Region. The tapping of the watermain and supply and installation of the services 25 mm and smaller from the watermain to the curb stop may be carried out by the Owner under the supervision of the Environment and Transportation Department. The Owner will be permitted to tap services only off watermains installed under this Agreement and where final acceptance has not been given for the watermain to which the service connection is to be made, provided that the consent of the Environment and Transportation Commissioner is obtained. Services larger than 25 mm shall be installed by the Region at the Owner's expense, from the Watermain to the curb stop. The Owner shall

provide excavation, backfilling and reinstatement, at its expense, and to the satisfaction of the Environment and Transportation Commissioner.

(6) The Owner acknowledges and agrees that the services shall only be turned on by the Environment and Transportation Department. The service post, the fitting located near the property line which allows access to the shut-off valve, shall be visible, raised to finished grade and in working condition otherwise the service will not be turned on by the Environment and Transportation Department.

(7) The Owner covenants and agrees to install at its expense the 16 mm X 19 mm water meters, and the remote reading systems in accordance with the Region's specifications and under the supervision of the Environment and Transportation Department. The Owner acknowledges and agrees that larger water meters, if required by the Region, shall be installed by the Region at the Owner's expense.

(8) The Owner acknowledges and agrees that the services to the Lot lines of the Blocks on the Plan of Subdivision shall be subject to the review and approval of the Environment and Transportation Department. Should the services be permitted the Owner covenants and agrees to blank the services in the road allowance, at the Owner's expense, if the services are not utilized. The Owner further covenants and agrees to carry out all modifications of the services as required by the Environment and Transportation Department to suit any future Subdivision or Site Plan revisions.

(9) The Owner acknowledges and agrees that the details of services and meters for the lots abutting the Watermain shall be to the satisfaction of the Environment and Transportation Commissioner. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by the Environment and Transportation Department.

(10) No driveway shall be located within 3.0 metres of an existing fire hydrant. No objects including vegetation shall be placed or planted within a 3.0 metre corridor between a fire hydrant and the curb, nor within a 1.5 metre radius of a fire hydrant.

(11) The Owner covenants and agrees to inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, indicating that a fire hydrant may be located or relocated at any time opposite any lot within the Plan of Subdivision, to the satisfaction of the Environment and Transportation Commissioner.

(12) The Owner covenants and agrees to ensure that all hydrants shall be maintained accessible to both the Environment and Transportation Department and the Fire Department, and shall be in good operating condition at all times to the satisfaction of the Environment and Transportation Department. In the event that any hydrants are not operational, then the Owner shall clearly label these hydrants as out of service.

(13) The Owner covenants and agrees to install the necessary watermains in accordance with the approved phasing of the Plan of Subdivision and with the related staging schedule, as approved by the Environment and Transportation Department.

(14) The Owner acknowledges and agrees that if it intends to proceed with any development on Blocks 3, 4, 6, 7, 8, 9, 13, 16 and 17 on the Plan of Subdivision prior to the Region extending the watermain in Regional Road 125 (Conroy Road) from Lorry Greenberg Drive to approximately 135 m south of **Street Number 1**, the Owner shall design and construct internal watermains with connections to the existing watermain in Conroy Road as dictated by the Phasing and to the satisfaction of the Environment and Transportation Commissioner.

COMPLETION OF WATER PLANT BY THE REGION

4. (1) The Owner acknowledges and agrees that in the event that the Owner fails to install the Water Plant in accordance with this Agreement, or having commenced to install the aforesaid Water Plant, fails or neglects in the opinion of the Environment and Transportation Commissioner to proceed with reasonable speed, or in the event that the aforesaid Water Plant is not being installed according to the specifications and requirements of this Agreement as determined by the Environment and Transportation Commissioner, in addition to any other remedy the Region may have and upon seven (7) days written notice to the Owner, and the Owner's inability to rectify the deficiency noted within the seven (7) days, the Region may enter upon the lands described in Schedule "A" to supply all materials and do all necessary work in connection with the installation of said Water Plant, including repair, reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost of any such materials or work to the Owner who shall forthwith pay same on demand to the Region.

(2) The Owner acknowledges and agrees that the entry by the Region shall be as agent for the Owner and shall not be deemed for any purposes whatsoever as an acceptance or assumption of said Water Plant by the Region.

(3) The Owner acknowledges and agrees that if, in the opinion of the Environment and Transportation Commissioner an emergency situation exists, the Region may enter upon the lands described in Schedule "A" without giving the notice required by sub-paragraph 1.

(4) The Owner covenants and agrees that after preliminary acceptance, the Region may permit another person to connect to any of the watermains outlined in Schedule "C" herein.

(5) The Owner shall and does hereby indemnify the Region against and in respect to any and all claims, demands, actions and suits arising out of or resulting from the work to be performed which may be made or taken against the Region at any time prior to the issuance of the notice of final acceptance. The Owner shall and does hereby indemnify the Region and adjacent property Owners against and in respect of any and all claims, demands, actions and suits arising out of or resulting from the connection by the Owner for the watermains as outlined in Schedule "C" herein.

ACCEPTANCE OF WATER PLANT AND WARRANTY

5. (1) The Owner acknowledges and agrees that the Water Plant which is to be constructed by the Owner, its contractors, sub-contractors, employees, agents or assigns shall be subject to the approval of the Environment and Transportation Commissioner, prior to the assumption of any part of the Water Plant by the Region.

(2) The Owner covenants and agrees that its warranty period shall be either twelve (12) months from the date of preliminary acceptance or until the base coarse asphalt has been installed, whichever period is longer. If the warranty period expires in the months of November, December, January, February or March, the period shall be extended to the 31st day of the following May. The Owner acknowledges and agrees that the Environment and Transportation Commissioner shall have the sole discretion to determine if weather conditions permit inspections during the winter season.

(3) The Owner acknowledges and agrees that preliminary acceptance shall be granted by the Environment and Transportation Commissioner on the date the Water Plant covered by this Agreement are placed in service or on the date the Plan of Subdivision is registered, whichever is later.

(4) The Owner covenants and agrees to correct all defects in the Water Plant during the warranty period, at its expense, immediately upon notification by the Environment and Transportation Commissioner.

(5) The Owner covenants and agrees to make application to the Environment and Transportation Commissioner requesting final acceptance of the Water Plant by the Region, not earlier than sixty (60) days prior to the expiry of the warranty period.

(6) The Owner acknowledges and agrees that when the Environment and Transportation Department receives a request for final acceptance, it shall carry out an inspection of the Water Plant and list the defects to be corrected and forward the list of defects to the Owner in writing.

(7) The Owner covenants and agrees to correct the defects to the satisfaction of the Environment and Transportation Commissioner. Once the defects have been corrected to the satisfaction of the Environment and Transportation Commissioner, the Owner may again request the Environment and Transportation Department to grant final acceptance of the Water Plant.

(8) The Owner acknowledges and agrees that the Environment and Transportation Department will notify the Owner of final acceptance or rejection in writing.

(9) The Owner acknowledges and agrees that the warranty period shall end with the issuance of the notice of final acceptance.

(10) The Owner acknowledges and agrees that once the Water Plant is placed in service, the Region shall be the sole operator of the Water Plant and the Region shall have the right at all times to inspect the Water Plant and every part thereof.

(11) The Owner covenants and agrees to deposit the "as-built" plans referred to in Paragraph 2 (12) with the Region, prior to the Owner's application for the issuance of the notice of final acceptance.

(12) The Region acknowledges and agrees that upon the issuance of the notice of final acceptance of the entire Water Plant, as outlined in Schedule "C" herein, the financial guarantee shall be returned to the Owner.

(13) The Owner acknowledges and agrees that upon the issuance of the notice of final acceptance of the Water Plant, or any part thereof, by the Environment and Transportation Commissioner, the Water Plant shall vest in and become the property of the Region.

RIGHT OF EXAMINATION AND OPERATION OF THE WATER PLANT

6. (1) The Owner acknowledges and agrees that during the supply and installation of the Water Plant and during the warranty period, the Region shall have the right at all times to inspect and operate the Water Plant and every part thereof. If, in the opinion of the Environment and Transportation Commissioner, any part thereof is not in accordance with the specifications and standards herein stipulated, the Environment and Transportation Commissioner shall give notice in writing requiring the Owner to rectify the deficiency or error in question.

(2) The Owner acknowledges and agrees that in the event the matter so complained of is of such an urgent and important nature, that in the opinion of the Environment and Transportation Commissioner further work would jeopardize the functioning of the Water Plant in question if allowed to continue, the Environment and Transportation Commissioner may order all further work in connection therewith to cease and the Owner shall comply with the order. The notice to cease work shall be given in writing. Should the Owner fail to cease work pursuant to the notice to cease work, the Letter of Credit shall be drawn upon forthwith.

(3) The Owner acknowledges and agrees that should it not correct said matter within a reasonable amount of time, as determined by the Environment and Transportation Commissioner, the Environment and Transportation Department may make whatever repairs it deems necessary and the Owner shall, immediately upon receipt of a written demand, pay any expenses incurred by the Region in making said repairs.

FINANCE WATER PLANT

7. The Owner undertakes, covenants and agrees with the Region as follows:

(1) Financial Guarantee

(a) To file with the Region to guarantee all the provisions of this Agreement Letters of Credit in the form set forth in Schedule "D" or other financial guarantees satisfactory to the Treasurer in an amount equal to one hundred percent (100%) of the total cost of construction and installation of the aforementioned Water Plant, as detailed in Schedule "C", and irrevocable for a period of not less than one year.

(b) The estimated costs of the construction and installation of the Water Plant required to determine the amount of the Letter of Credit shall be certified by the Owner's consulting engineer, to the satisfaction of the Environment and Transportation Commissioner.

(c) At least thirty (30) days prior to the expiry or termination date set out in the Letter of Credit, the Owner shall deposit with the Region a replacement irrevocable Letter of Credit in a form approved by the Regional Solicitor.

(d) If such replacement Letters of Credit contain an expiry or termination date which is earlier than the expiry of the warranty period, then until the expiry of the warranty period, the Owner shall continue to deposit a replacement irrevocable Letter of Credit in the same manner as provided in Sub-clause (c) hereof.

(e) If the Owner fails to deposit a replacement Letter of Credit as required by Sub-clause (c) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Region may without notice to the Owner, call upon the whole or any part of the existing Letter of Credit notwithstanding anything herein otherwise contained. Any amount received by the Region shall be held by the Region in the same manner as if it had originally been cash deposited under the provision of this clause. All costs and expenses incurred by the Region in the performance of any outstanding work or having such work performed by others in excess of the amount recovered from the Letter of Credit may, at the option of the Region, be added to the Tax Collector's Roll for the land as a lien thereon which shall be deemed to stand in the same order as to priority and to be recovered in the same manner as municipal taxes.

(f) After notifying the Owner, the Region may at any time authorize the use of the whole or part of the amount of the Letter of Credit to pay the cost of any work which the Environment and Transportation Commissioner deems necessary to rectify any default by the Owner or its assigns, or to pay the cost of any matter or obligation for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or the correction of any defects or of any required maintenance or warranty work or in relation to any default of the Owner in making any payment due to the Region as provided herein.

(2) The Letter of Credit shall be kept in full force and effect until such time as the Region has issued preliminary acceptance of the Water Plant at which time it may be reduced to ten percent (10%) of the total cost of construction and installation of the aforementioned Water Plant in the discretion of the Treasurer.

(3) Upon written notification of the issuance of the notice of final acceptance of the entire Water Plant, as outlined in Schedule "C" herein, and evidence satisfactory to the Regional Solicitor that there is not and cannot be any claim, action or demand for lien pursuant to the Construction Lien Act, R.S.O. 1990, Chapter C.30, in connection with the aforesaid works, the Letter of Credit shall be returned to the Owner.

(4) Local Improvements to Commute

To pay all local improvement charges levied in accordance with The Local Improvement Act, R.S.O. 1990, Chapter L.26, on the lands described in Schedule "A" and Schedule "B".

(5) Construction Lien Act, R.S.O. 1990, Chapter C.30

The Owner agrees that it will hold back from its payments to any contractor who may construct any works, including roads, such sums as are required in accordance with the Construction Lien Act, R.S.O. 1990, Chapter C.30, and will otherwise indemnify the Region against the claims, actions, or demands for liens or otherwise in connection with the works and all costs in connection with same, and, on demand by the Region shall forthwith take steps to vacate the registration of all liens immediately. It is mutually understood between the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, action or demand for lien in connection with the aforesaid works.

PAYMENT OF ACCOUNTS

8. (1) The Owner covenants and agrees to pay all accounts rendered by the Region for work done under this Agreement within thirty (30) days of the day of billing, and, in the event of failure to pay, interest will be charged on the amount outstanding at the rate of one and one-quarter percent (1 1/4%) per month (16.08 percent per annum) on the first day of each calendar month thereafter in which default continues.

(2) Any payments received on accounts rendered shall be applied first towards any interest outstanding and then to the principal balance outstanding.

INSURANCE AND INDEMNITY WATER PLANT

9. (1) After the execution of this Agreement and prior to the commencement of the installation of any of the Water Plant provided for in this Agreement, the Owner shall file with the Region a certified copy of an insurance policy or a sufficient certificate of insurance in a form satisfactory to the Region evidencing that the Owner is covered by public liability or third party insurance in respect of any claims, demands, actions or suits arising out of or resulting from the work to be performed in an amount not less than Two Million Dollars (\$2,000,000.00). The insurance policy or certificate of insurance shall contain a thirty (30) day written notification of cancellation clause, whereby the Region will be notified of any cancellation. The Region shall be named additional insured therein, without cost to the Region.

(2) The said insurance coverage shall be maintained in effect until the issuance of the notice of final acceptance of the Water Plant by the Region.

(3) The Owner shall and does hereby indemnify the Region against and in respect of any and all claims, demands, actions and suits arising out of or resulting from the work to be performed which may be made or taken against the Region at any time prior to the issuance of the notice of final acceptance of any part of the Water Plant herein referred to including any existing Water Plant of the Region within the Plan of Subdivision, but such indemnity shall terminate in respect of any part of said Water Plant which has been issued the notice of final acceptance by the Region under Paragraph 6 unless it has been established by the Region that in issuing the notice of final acceptance to any such

part the advice upon which it acted was founded on fraud or the gross negligence of the engineer employed by the Owner.

REGIONAL ROAD WIDENINGS

10. (1) The Owner covenants and agrees to convey at no cost to the Region, free and clear of all encumbrances a long term road widening along the complete Regional Road 125 (Conroy Road) frontage of the subdivision, to bring the existing right-of-way up to 40 m or 20 m from the existing centre line. The Owner acknowledges that this right-of-way shall be dedicated at no cost to the Region and to the satisfaction of the Environment and Transportation Commissioner.

(2) The Owner covenants and agrees to convey at no cost to the Region, free and clear of all encumbrances, a triangular widening measuring 20 m from the widened Regional Road 125 (Conroy Road) street line, at the junction of the southerly limit of Part 2 on Plan 4R-9985 with Regional Road 125 (Conroy Road), to facilitate the side slopes of the Regional Road 125 (Conroy Road) underpassing the Canadian Pacific Railway. The conveyance of this widening will occur when requested by the Environment and Transportation Commissioner, or upon the approval of the commercial development on Block on the Plan of Subdivision, whichever is sooner, subject to the Region and The Corporation of the City of Ottawa agreeing on the route and treatment of the pedestrian-bicycle link along Regional Road 125 (Conroy Road) from Street Number 1 under the proposed underpass, to the satisfaction of the Environment and Transportation Commissioner.

(3) The Owner covenants and agrees to convey at no cost to the Region, free and clear of all encumbrances, 4.5 m sight triangles measured from the widened Regional Road 125 (Conroy Road) street line, to the satisfaction of the Environment and Transportation Commissioner.

(4) The Owner covenants and agrees to convey at no cost to the Region, free and clear of all encumbrances, 0.3 m reserves along the complete Regional Road 125 (Conroy Road) frontage, as widened, along the hypotenuse of the sight triangles, at the Regional Road 125 (Conroy Road) intersection with **Street Number 1**, and for a distance of 45 m down **Street Number 1**, from the intersection, as widened, to the satisfaction of the Environment and Transportation Commissioner.

(5) The Owner covenants and agrees to convey at no cost to the Region, free and clear of all encumbrances, Parts 1 and 2 on Plan 4R-9985, together with a 10 m Easement adjacent to the

southerly limit of Parts 1 and 2 on Plan 4R-9985, for future noise mitigation purposes to the satisfaction of the Environment and Transportation Commissioner.

REGIONAL ROAD MODIFICATIONS

11. (1) The Owner covenants and agrees to design and construct, intersection modifications at the intersection of **Street Number 1** and Regional Road 125 (Conroy Road), at its expense. These improvements shall be consistent with the levels of service generated by the subdivision and shall include; turning lanes, traffic control signals, drainage systems, street lighting and other improvements, determined by the detailed design process to the satisfaction of the Environment and Transportation Commissioner.

(2) The Region acknowledges and agrees that the Owner may use Part 24 on Plan 4R-6752 and Parts 1 and 2 on Plan 4R-9985, with the payment of an annual fee of One (\$1.00) Dollar, for anything permitted in the zoning By-law, but not for the construction of a building, in conjunction with the development of Block 16 on the Plan of Subdivision, provided the Owner's use of these lands shall be terminated upon Six (6) months written notice from the Region. This shall be to the satisfaction of the Environment and Transportation Commissioner.

(3) The Owner acknowledges and agrees that the access for Blocks 16 and 17 on the Plan of Subdivision shall be from **Street Number 1**, no access or egress will be permitted on Regional Road 125 (Conroy Road), to the satisfaction of the Environment and Transportation Commissioner.

(5) The Owner acknowledges and agrees that the cost of the works provided for in Paragraph 11 (1) hereof shall include, without limitation, all expenses associated with the aforesaid works, the costs of traffic signal lights installation, the preparation of contract drawings, utility relocations/adjustments, construction supervision, public advertising, the preparation of as built drawings, and other related engineering and administrative costs shall be the responsibility of the Owner, provided however that the design and specifications shall be to the satisfaction of the Environment and Transportation Commissioner.

FINANCE - ROAD MODIFICATIONS

12. The Owner undertakes, covenants and agrees with the Region as follows:

(l) Financial Guarantee

(a) To file with the Region to guarantee all the provisions of this Agreement a Letter of Credit or other financial guarantee satisfactory to the Treasurer.

(b) The principal sum required by the Region with respect to the cost of modification to the Regional road(s) shall be the total amount of the estimated cost of the modification to the Regional roads(s) as certified by the Owner's consulting engineer and to the satisfaction of the Environment and Transportation Commissioner.

(c) The principal sum of the Letter of Credit required by the Region for the installation, modification or relocation of the traffic control signals, shall be the total amount of the estimated cost of the installation, modification or relocation of the traffic control signals, as determined by the Environment and Transportation Department.

(d) The principal sum of the Letters of Credit for the work provided in Paragraphs (b) and (c) shall be in an amount equal to One Hundred (100%) percent of the total estimated cost of construction of the aforementioned Regional road(s) and the traffic control signals installations, modification or relocation. The form of the Letters of Credit must be approved by the Regional Solicitor and must be irrevocable for a period of not less than one (1) year.

(e) At least thirty (30) days prior to the expiry or termination date set out in the Letters of Credit, the Owner shall deposit with the Region replacement irrevocable Letters of Credit in the format approved by the Regional Solicitor.

(f) If such replacement Letters of Credit contain an expiry or termination date which is earlier than the expiry of the warranty period, then the Owner shall continue to deposit replacement irrevocable Letters of Credit in the same manner as provided in Sub-Clause (e) hereof, until the expiration of the warranty period.

(g) If the Owner fails to deposit replacement Letters of Credit as required by Sub-Clause (e) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Region may without notice to the Owner, call upon the whole or any part of the existing Letters of Credit notwithstanding any other provision herein contained. Any amount received by the Region shall be held by the Region in the same manner as if it had originally been cash deposited under the provision of this clause. All costs and expenses incurred by the Region in the performance of any outstanding work

or having such work performed by others in excess of the amount recovered from the Letter of Credit may, at the option of the Region, be added to the Tax Collector's Roll for the land as a lien thereon which shall be deemed to stand in the same order as to priority and to be recovered in the same manner as municipal taxes.

(h) After having notified the Owner, the Region may at any time authorize the use of the whole or part of the amount of the Letters of Credit to pay the cost of any work which the Environment and Transportation Commissioner deems necessary to rectify any default by the Owner or its assigns, or to pay the cost of any matter or obligation for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or the correction of any defects or of any required maintenance or warranty work or in relation to any default of the Owner in making any payment due to the Region as provided herein.

(2) The Letters of Credit shall be kept in full force and effect until such time as the Region has issued preliminary acceptance of the Regional road(s) and the traffic control signals installations, modification or relocation in accordance with Schedule "F", at which time they may be reduced to twenty (20%) percent of the total estimated cost of construction and installation, modification or relocation of the aforementioned Regional road(s) and the traffic control signals installation, modification or relocation, in the discretion of the Treasurer.

(3) Upon written notification of the issuance of the notice of final acceptance of the entire Regional road(s) and the traffic control signals installation, modification or relocation in accordance with Schedule "F", and evidence satisfactory to the Regional Solicitor that there is not and cannot be any claim, action or demand for lien pursuant to the Construction Lien Act, R.S.O. 1990, Chapter C.30, in connection with the aforesaid work, the Letters of Credit shall be returned to the Owner.

(4) Construction Lien Act, R.S.O. 1990, Chapter C.30

The Owner agrees that it will hold back from its payments to any Contractor who may construct any work including roads, such sums as are required in accordance with the Construction Lien Act, R.S.O. 1990, Chapter C.30, and will otherwise indemnify the Region against the claims, actions, or demands for liens or otherwise in connection with the work and all costs in connection with same, and, on demand by the Region shall forthwith take steps to vacate the registration of all liens immediately. It is mutually understood between the parties hereto that this clause is not intended to

affect or derogate from whatever rights the Owner may have to defend any claim, action or demand for lien in connection with the aforesaid work.

INSURANCE AND INDEMNITY - ROAD MODIFICATIONS

13. (1) After the execution of this Agreement and prior to the commencement of construction of the Regional road(s) and the traffic control signals installation, modification or relocation provided for in this Agreement, the Owner shall file with the Region a certified copy of an insurance policy or a sufficient certificate of insurance in a form satisfactory to the Region evidencing that the Owner is covered by public liability or third party insurance in respect of any claims, demands, actions or suits arising out of or resulting from the work to be performed in an amount not less than Two Million (\$2,000,000.00) Dollars. The insurance policy or certificate of insurance shall contain a thirty (30) day written notification of cancellation clause, whereby the Region will be notified of any cancellation, expiration or changes in the policy. The Region shall be named additional insured therein, without cost to the Region.

(2) The said insurance coverage shall be maintained in effect until the issuance of the notice of final acceptance of the Regional road(s) and the traffic control signal installation, modification or relocation, by the Region.

(3) The Owner shall and does hereby indemnify the Region against and in respect of any and all claims, demands, actions and suits arising out of or resulting from the work to be performed which may be made or taken against the Region at any time prior to the issuance of the notice of final acceptance.

PUBLIC TRANSIT SYSTEM COMPONENTS

14. (1) The Owner covenants and agrees to design and construct, at no cost to the Region, **Street Number 1** and the Johnston Road extension within the limits of the Plan of Subdivision to Transportation Association of Canada and Transit standards, including right-of-way width, horizontal and vertical geometry, pavement structure, and the construction of sidewalks on both sides of the street, to the satisfaction of The Corporation of the City of Ottawa and the Environment and Transportation Commissioner.

(2) The Owner covenants and agrees, to design and construct, at no cost to the Region, passenger shelters at all bus stop locations where shelter pads are required in accordance with the plans and specifications for these shelters as prepared by OC Transpo and available on request from the Environment and Transportation Department, Ottawa-Carleton Regional Transit Commission and The Corporation of the City of Ottawa.

(3) The Owner acknowledges and agrees that information on approved shelter designs and suppliers, together with cost estimates for supply and installation may be obtained from the Director of Plant Engineering, Ottawa-Carleton Regional Transit Commission, 1500 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z8.

(4) The Owner covenants and agrees to design and construct at no cost to the Region, paved transit passenger standing areas/shelter pads at all bus stop locations, as identified by the Ottawa-Carleton Regional Transit Commission. These paved transit passenger standing areas/shelter pads and shelters shall be constructed at the same time as the roadways and shall be to the satisfaction of the Environment and Transportation Commissioner.

(5) The Owner covenants and agrees to prepare a plan for the approval of The Corporation of the City of Ottawa and the Environment and Transportation Commissioner showing the orientation of all dwellings and private accesses adjacent to the proposed bus stop locations referred to in Paragraph 14 (2) and (4) in such a manner as to minimize visual intrusion and vehicular conflicts. Once approved the Owner shall construct the dwellings and private accesses in accordance with the approved plan to the satisfaction of the Environment and Transportation Commissioner.

(6) The Owner its successors, assigns and agents shall clearly indicate on all plans used for marketing purposes the locations of potential bus stops and roads designed to Transportation Association of Canada Collector Road standards and suitable as public transit routes. This shall be to the satisfaction of the Environment and Transportation Commissioner. Final authority to locate and relocate bus stop locations shall be at the discretion of the Ottawa-Carleton Regional Transit Commission.

(7) The Owner covenants and agrees to inform all prospective purchasers by inserting a clause in all agreements of purchase and sale, indicating those streets identified in Paragraph 14 (1) as potential transit services and of the possibility that a bus stop and/or passenger shelter will be located

adjacent to any property in the vicinity of the proposed bus stop location and along both sides of the road, to the satisfaction of the Environment and Transportation Commissioner.

(8) (a) The Owner covenants and agrees to inform all prospective purchasers of lots directly adjacent to identified bus stop locations, by inserting a clause in all agreements of purchase and sale indicating that a bus stop/passenger shelter may be from time to time so located, to the satisfaction of the Environment and Transportation Commissioner.

(b) The Owner covenants and agrees to inform all prospective purchasers of those lots directly adjacent to those lots referred to in Paragraph 14 (8) (a), by inserting a clause in all agreements of purchase and sale for these lots indicating that a bus stop/passenger shelter may be from time to time so located, to the satisfaction of the Environment and Transportation Commissioner.

(9) The Owner covenants and agrees to ensure that the staging of this Subdivision, including dwellings, roadways, walkways and paved passenger standing areas will be constructed in a sequence that permits the operation of an efficient, high quality transit service at all stages of the development, to the satisfaction of the Environment and Transportation Commissioner.

(10) The Owner covenants and agrees to give priority to the construction of the Johnston Road extension and a portion of Street Number 1 to Transportation Association of Canada Collector road standards, in order to facilitate the provision of an efficient transit service through all stages of development, to the satisfaction of the Environment and Transportation Commissioner.

NOISE ATTENUATION

15. (1) The Owner covenants and agrees to complete a noise study in accordance with the Region's "Noise Control Guidelines", for new developments, as may be amended, to determine the noise levels along Regional Road 125 (Conroy Road) and the Canadian Pacific Rail line adjacent to the Plan of Subdivision and agrees that should the conditions on which the noise study is based change after acceptance of the noise study, and prior to the issuance of building permits, the Region may require the noise study to be updated, to the satisfaction of the Planning and Development Approvals Commissioner.

(2) The Owner covenants and agrees to have its engineering consultant certify to the Region prior to construction of any noise control measures that their design will satisfactorily address

the recommendations, in the noise study and that any noise attenuation barrier must match the Region's noise attenuation barrier along Regional Road 125 (Conroy Road), to the satisfaction of the Planning and Development Approvals Commissioner.

(3) The Owner covenants and agrees to ensure that the specific noise control measures recommended in the noise study in accordance with Paragraphs 15 (1) and (2) and any other measures recommended by The Corporation of the City of Ottawa and the Planning and Development Approvals Department, are completed to the satisfaction of The Corporation of the City of Ottawa and the Planning and Development Approvals Department.

(4) The Owner acknowledges and agrees that the noise attenuation devices which are erected on Regional Road 125 (Conroy Road), shall be maintained by the occupant(s). The Owner covenants and agrees to insert a clause in all Agreements of Purchase and Sale, Rental Agreements and a covenant in all Transfers, which wording shall require the prior written approval of the Planning and Development Approvals Commissioner, advising prospective purchasers of those dwelling units abutting the noise attenuation device indicating that the noise barrier is not to be removed and must be maintained by the individual property owners and or occupant(s), to the satisfaction of the Planning and Development Approvals Commissioner.

(5) The Owner covenants and agrees to ensure that prior to occupancy and/or final building inspection, the Owner's Engineering Consultant shall certify to the Region and The Corporation of the City of Ottawa, that the noise control measures have been implemented in accordance with Paragraphs 15 (1), (2) and (3), to the satisfaction of the Planning and Development Approvals Commissioner.

FINANCE - NOISE BARRIER

16. The Owner undertakes, covenants and agrees with the Region as follows:

(l) Financial Guarantee

(a) To file with the Region to guarantee all the provisions of this Agreement a Letter of Credit or other financial guarantee satisfactory to the Treasurer.

(b) The principal sum required by the Region with respect to the cost of Noise Barrier shall be the total amount of the estimated cost of the Noise Barrier as certified by the Owner's consulting engineer and to the satisfaction of the Planning and Development Approvals Commissioner.

(c) The principal sum of the Letter of Credit for the work provided in Paragraph (b) shall be in an amount equal to One Hundred (100%) percent of the total estimated cost of construction of the Noise Barrier. The form of the Letter of Credit must be approved by the Regional Solicitor and must be irrevocable for a period of not less than one (1) year.

(d) At least thirty (30) days prior to the expiry or termination date set out in the Letter of Credit, the Owner shall deposit with the Region a replacement irrevocable Letter of Credit in the format approved by the Regional Solicitor.

(e) If the replacement Letter of Credit contains an expiry or termination date which is earlier than the expiry of the warranty period, then the Owner shall continue to deposit a replacement irrevocable Letter of Credit in the same manner as provided in Sub-Clause (d) hereof, until the expiration of the warranty period.

(f) If the Owner fails to deposit a replacement Letter of Credit as required by Sub-Clause (d) hereof, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Region may without notice to the Owner, call upon the whole or any part of the existing Letter of Credit notwithstanding any other provision herein contained. Any amount received by the Region shall be held by the Region in the same manner as if it had originally been cash deposited under the provision of this clause. All costs and expenses incurred by the Region in the performance of any outstanding work or having such work performed by others in excess of the amount recovered from the Letter of Credit may, at the option of the Region, be added to the Tax Collector's Roll for the land as a lien thereon

which shall be deemed to stand in the same order as to priority and to be recovered in the same manner as municipal taxes.

(g) After having notified the Owner, the Region may at any time authorize the use of the whole or part of the amount of the Letter of Credit to pay the cost of any work which the Environment and Transportation Commissioner deems necessary to rectify any default by the Owner or its assigns, or to pay the cost of any matter or obligation for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or the correction of any defects or of any required maintenance or warranty work or in relation to any default of the Owner in making any payment due to the Region as provided herein.

(2) The Letter of Credit shall be kept in full force and effect until such time as the Region has issued preliminary acceptance of the Noise Barrier in accordance with Schedule "F", at which time they may be reduced to twenty (20%) percent of the total estimated cost of construction of the Noise Barrier at the discretion of the Treasurer.

(3) Upon written notification of the issuance of the notice of final acceptance of the Noise Barrier in accordance with Schedule "F", and evidence satisfactory to the Regional Solicitor that there is not and cannot be any claim, action or demand for lien pursuant to the Construction Lien Act, R.S.O. 1990, Chapter C.30, in connection with the aforesaid work, the Letter of Credit shall be returned to the Owner.

(4) Construction Lien Act, R.S.O. 1990, Chapter C.30

The Owner agrees that it will hold back from its payments to any Contractor who may construct any work including roads, such sums as are required in accordance with the Construction Lien Act, R.S.O. 1990, Chapter C.30, and will otherwise indemnify the Region against the claims, actions, or demands for liens or otherwise in connection with the work and all costs in connection with the same, and, on demand by the Region shall forthwith take steps to vacate the registration of all liens immediately. It is mutually understood between the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, action or demand for lien in connection with the aforesaid work.

INSURANCE AND INDEMNITY - NOISE BARRIER

17. (1) After the execution of this Agreement and prior to the commencement of construction of the Noise Barrier provided for in this Agreement, the Owner shall file with the Region a certified copy of an insurance policy or a sufficient certificate of insurance in a form satisfactory to the Region evidencing that the Owner is covered by public liability or third party insurance in respect of any claims, demands, actions or suits arising out of or resulting from the work to be performed in an amount not less than Two Million (\$2,000,000.00) Dollars. The insurance policy or certificate of insurance shall contain a thirty (30) day written notification of cancellation clause, whereby the Region will be notified of any cancellation, expiration or changes in the policy. The Region shall be named additional insured therein, without cost to the Region.

(2) The said insurance coverage shall be maintained in effect until the issuance of the notice of final acceptance of the Noise Barrier by the Region.

(3) The Owner shall and does hereby indemnify the Region against and in respect of any and all claims, demands, actions and suits arising out of or resulting from the work to be performed which may be made or taken against the Region at any time prior to the issuance of the notice of final acceptance.

EASEMENTS AND MAINTENANCE AGREEMENTS

18. The Owner covenants and agrees to grant such easements and maintenance agreements as may be required for electrical, gas, water, sewer, telephone, cablevision and drainage purposes as the Planning and Development Approvals Commissioner may in the Commissioner's absolute discretion direct. The Owner further covenants to register on title at its expense said easements and maintenance agreements immediately following the registration of the Plan of Subdivision.

UTILITIES GENERAL

19. The Owner covenants and agrees to pay the actual cost associated therewith to the satisfaction of the appropriate utility authority, where the relocation or removal of any existing on-site and/or adjacent utility facility, including electrical, gas, water, sewer, telephone and cablevision is required as a direct result of this development.

CONSUMERS GAS

20. (1) The Owner covenants and agrees to grade the streets to final elevation prior to the installation of gas lines to the satisfaction of Consumers Gas.

(2) The Owner covenants and agrees to provide field inspection prior to and after completion of gas works. This shall be to the satisfaction of Consumers Gas.

(3) The Owner covenants and agrees to provide necessary field survey information required for the installation of gas lines by Consumers Gas.

STORM WATER DESIGN PLAN

21. (1) The Owner covenants and agrees to prepare a storm water design plan and report to the satisfaction of the Commissioner of Engineering and Works of the City of Ottawa, the Ministry of Natural Resources and the Ministry of Environment and Energy, the Rideau Valley Conservation Authority and the Environment and Transportation Commissioner, which shall incorporate the accepted best management practices to address both water quantity and quality issues. The storm water design plan shall maximize opportunities for on-site control of runoff and the removal of sediments and shall address the matter of erosion and sedimentation control both during and after construction, in accordance with the "Guidelines on Erosion and Sediment Control for Urban Construction Sites" (Government of Ontario, May, 1987). The storm water design plan shall include a lot grade and drainage plan.

(2) The Owner covenants and agrees to implement the approved storm water design plan, to the satisfaction of the Commissioner of Engineering and Works of the City of Ottawa, the Ministry of Natural Resources and the Ministry of Environment and Energy, the Rideau Valley Conservation Authority and the Environment and Transportation Commissioner.

(3) The Owner acknowledges and agrees that no site preparation shall be undertaken until such time as the storm water design plan has been reviewed and approved by the Commissioner of Engineering and Works of the City of Ottawa, the Ministry of Natural Resources and the Ministry of Environment and Energy, the Rideau Valley Conservation Authority and the Environment and Transportation Commissioner.

STORM WATER RUNOFF

22. The Owner acknowledges and agrees that it will be required to design and construct, at its expense, the monitoring station, including the road access, if its required by the storm water design plan, to the satisfaction of the Environment and Transportation Commissioner.

OTTAWA BOARD OF EDUCATION

23. The Owner covenants and agrees to pay the Ottawa Board of Education \$100.00 for each dwelling unit, prior to the issuance of building permits, to the satisfaction of the Ottawa Board of Education.

GREENBORO BUSWAY

24. The Owner covenants and agrees to convey, at no cost to the Region, a 20 m right-of-way for that portion of the Greenboro Busway currently constructed on the Owner's land, free and clear of all encumbrances and to the satisfaction of the Planning and Development Approvals Department.

CANADIAN PACIFIC RAILWAY

25. (1) The Owner covenants and agrees to include a clause in all Agreements of Purchase and Sale advising prospective purchasers within 300 m of the Canadian Pacific Railway right-of-way that the Canadian Pacific Railway will not take responsibility for complaints as a result of noise, vibration, air quality, generated by the present and/or future operations.

(2) The Owner covenants and agrees to erect a 1.83 m high chain link fence, which shall be maintained along the common boundary line with the Canadian Pacific Railway right-of-way, by the Owner, at its expense. The owner further agrees to advise all prospective purchasers, by including covenants in all Deeds, indicating that the fence is to be maintained in a satisfactory condition, at the land owners' expense, to the satisfaction of the Canadian Pacific Railway. This requirement may be modified and or deleted by the Canadian Pacific Railway should ownership of the Conroy Swamp

(condition 1.31 a and b of The Corporation of the City of Ottawa), be transferred to The Corporation of the City of Ottawa.

(3) The Owner agrees that there shall be no increase or change of direction of the natural drainage which would adversely affect the Canadian Pacific Railway right-of-way. Any modification or addition to the existing drainage pattern shall be approved by the Canadian Pacific Railway.

(4) The Owner acknowledges and agrees that any proposed utilities under or over the railway property to serve the development must be approved prior to installation, and be covered by the Railway's standard agreement.

REGIONAL SURVEYOR

26. The Owner covenants and agrees that the final Plan of Subdivision shall be referenced, where possible, to the Horizontal Control Network in accordance with the Municipal requirements and guidelines for referencing legal surveys. This shall be to the satisfaction of the Regional Surveyor.

HOUSING AFFORDABILITY

27. (1) The Owner covenants and agrees to provide updated information on housing affordability, prior to the registration of any phases of the Plan of Subdivision where applicable, which shall include the following:

- (a) The approved zoning By-law for the subdivision;
- (b) The Unit types that are permitted by the applicable zones; and
- (c) A comparable price range for these unit types if they were marketed within the same areas as the subject subdivision on the date upon which the conditions of draft approval were granted.

PLANNING ACT, R.S.O. 1990

28. The Owner acknowledges and agrees that any time prior to the registration of any phases of the Plan of Subdivision where applicable, the Region may, in accordance with Section 51 (18) of The Planning Act, R. S. O. 1990, Chapter P. 13, amend, delete or add to the draft conditions of subdivision approval, and that this may include the need for amended or new studies.

STREET NAMES

29. The Owner covenants and agrees that the streets included in the Plan of Subdivision and shown on Schedule "B" shall be named to the satisfaction of the Planning and Development Approvals Commissioner and The Corporation of the City of Ottawa.

DRAFT APPROVAL

30. The Owner acknowledges and agrees that any person who entered into a Purchase and Sale Agreement with respect to Lots/Blocks created by this subdivision prior to Draft Approval shall be permitted to withdraw at any time from such agreement without penalty and with full refund of any deposit paid. Furthermore, the Owner shall obtain an acknowledgement from those purchasers who signed before the Plan was draft approved, that that such agreement was not-binding and may be rescinded, that the plan has now received formal Draft Approval by the Region and that upon signing the acknowledgement that the Purchase and Sale Agreement is binding on both parties.

THE CORPORATION OF THE CITY OF OTTAWA

31. The Owner acknowledges and agrees that the used permitted on Block 16 on the Plan of Subdivision shall be limited to those uses permitted in the "Residential Area" designation until such time as Amendment Number 005 to the Official Plan of the Ottawa Planning Area has been approved, to the satisfaction of The Corporation of the City of Ottawa.

PHASING OF THE PLAN OF SUBDIVISION

32. (1) The Owner acknowledges and agrees that no building permits will be applied for or issued for Blocks 3, 6, 7, 8, 9, 10, 11, 12 , 13 and 14 on the Plan of Subdivision, until contracts have been awarded for the construction of the widening of Regional Road 125 (Conroy Road), which shall be to the satisfaction of the Environment and Transportation Commissioner.

(2) The Owner acknowledges and agrees that further subdivision of the Blocks within the Plan of Subdivision must entail a whole block or blocks and no subdivision of part of a Block on the Plan of Subdivision will be entertained, to the satisfaction of the Planning and Development Approvals Commissioner.

(3) The Owner acknowledges and agrees that further subdivision of the Blocks 11, 12, 13 and 16 on the Plan of Subdivision shall make provision for pedestrian access to lands to the north in order to provide access to a future rail rapid transit service, to the satisfaction of the Planning and Development Approvals Commissioner.

(4) The Owner acknowledges and agrees that any blocks intended to be later divided into smaller blocks, shall be configured to ensure that there will generally be no more than 25 dwelling units on each Block, to the satisfaction of the Planning and Development Approvals Commissioner.

(5) The Region and the Owner acknowledge and agree that the provisions of this clause 32 may be challenged by the Owner if and only if condition 1 of the revised conditions for draft approval contained in the letter dated the 6th day of October, 1997 from the Director of Planning and Development Approvals Division is referred to the Board, pursuant to the provisions of the Planning Act, section 51 (17), prior to the registration of the Plan of Subdivision. The Region acknowledges that, provided such referral takes place by the Owner prior to the registration of the Plan of Subdivision the execution by the Owner of this Agreement shall not be deemed to be agreement by the Owner with Condition 1 in the letter dated the 6th day of October, 1997, or this clause 32.

REGIONAL DEVELOPMENT CHARGES

33. The Owner and its successors and assigns covenant and agree that they shall be responsible to ascertain if development charges are payable pursuant to the **Regional** Development Charges By-law, and any amendment or revision thereto.

REGISTRATION OF THE SUBDIVISION AGREEMENT

34. (1) The Owner will register the Plan of Subdivision within twelve (12) months after execution of this Agreement by the Region, in default of which this Agreement shall be deemed to be of no effect and to be cancelled in respect of any part of the Plan not registered, and the appropriate agencies will be notified accordingly.

(2) This Agreement and the Schedules hereto or any part or parts thereof may be registered on the title to the lands within said Plan of Subdivision. Such registration shall be at the insistence of the Region and at its sole discretion and the Owner shall pay the appropriate registration fees.

(3) The Owner acknowledges and agrees that the services provided for in this Agreement must be installed within three (3) years of the date of registration of the Plan of Subdivision, otherwise this Agreement shall be null and void.

SUCCESSORS AND ASSIGNS BOUND

35. It is agreed and declared that this Agreement and covenants, provisos, conditions and Schedules herein shall apply to the Plan of Subdivision and shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their corporate seals, attested by the hands of their proper officers duly authorized in that behalf.

| | | |
|------------------------------|---|---|
| SIGNED, SEALED AND DELIVERED |) | <u>CONROY ROAD DEVELOPMENTS INC.</u> |
| |) | |
| |) | |
| |) | _____ |
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| |) | THE REGIONAL MUNICIPALITY |
| |) | <u>OF OTTAWA-CARLETON</u> |
| |) | |
| |) | |
| |) | _____ |
| |) | Peter D. Clark - Chair |
| |) | |
| |) | |
| |) | |
| |) | _____ |
| |) | M.J. Woollam - Clerk |
| |) | |

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

FIRSTLY:

The whole of **Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80 and 81, 82, 83, 84, 85, 86 and 87**, on **Plan 4M-** , registered in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton, at Ottawa.

SECONDLY:

The whole of **Blocks 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119 and 120** on **Plan 4M-** registered in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton, at Ottawa,

SCHEDULE "B"

LIST OF STREET NAMES APPROVED BY
THE PLANNING AND DEVELOPMENT APPROVALS COMMISSIONER

on the Plan of Subdivision.

SCHEDULE "C"

The installation of watermains in the Plan of Subdivision to provide total water services on the following streets:

Phase 1

Street 1 from its intersection with Lorry Greenberg Drive to its intersection with Street Number 2;

Street Number 2 from its intersection with Street Number 1 to its intersection with Street 3 (east leg);

Street 3 from its intersection with Street 2 (east) to its intersection with Street 2 (west);

Street 2 from its intersection with Lorry Greenberg Drive to its intersection with Street 3;

All of Street 5;

Street 6 from its intersection with Street 5 (east) to its intersection with Street 5 (west); and

Easement from Lorry Greenberg Drive through Block 115 on the Plan of Subdivision to Street Number 5 (temporary access).

Phase 2

Street 2 from its intersection with Street 3 (east) to its intersection with Street 3 (west); and

Street 4 from its intersection with Street 2 (east) to its intersection with Street 2 (west).

Phase 3

Street Number 1 from its intersection with Johnston Road to its intersection with Street Number 2; and

Johnston Road from the existing Johnston Road to its intersection with Street 1

PHASE 4

Johnston Road from Street 1 to Regional Road 125 (Conroy Road).

SCHEDULE "D"

REQUIRED FORM
(to be put on Bank Letterhead)

LETTER OF CREDIT NO.: _____ AMOUNT _____

INITIAL EXPIRY DATE: _____

TO: THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON
ADDRESS: 111 Lisgar Street, Ottawa, Ontario K2P 2L7

WE HEREBY AUTHORIZE YOU TO DRAW ON THE _____
(Name of Bank)

for the account of _____
(Name of Customer)

UP TO AN AGGREGATE AMOUNT OF _____ DOLLARS

(\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer _____, we the

(Name of Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount 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 the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to works and services to be performed pursuant to an Agreement between the Customer and the Regional Municipality of Ottawa-Carleton, which Agreement is dated the _____ day of _____ 199_.

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Regional Municipality of Ottawa-Carleton.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to a condition hereinafter set forth:

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this ____ day of _____, 199_.

COUNTERSIGNED BY: _____
(Name of Bank)

Per: _____

SCHEDULE "E"

CONDITIONS AND GENERAL SPECIFICATIONS UNDER WHICH OWNERS INSTALL OVERSIZED WATER PLANT

OVERSIZED WATERMAIN

1. Where the Owner has been required to install watermains exceeding 400 mm in diameter and has applied to the Region, the Region may reimburse the Owner for the cost of the excess size over 400 mm in diameter, to the extent that funds are available, with such contribution to be calculated in accordance with the following conditions:

(1) The contribution for "oversize" to be paid by the Region shall be that cost as defined in Paragraph 1(4) hereof, in excess of the cost of a 400 mm watermain, as determined from time to time by the Environment and Transportation Commissioner, presently as follows:

| <u>SIZE OF WATERMAIN</u> | <u>PERCENTAGE OF CONTRIBUTIONS</u> |
|--------------------------|------------------------------------|
| 400 mm ----- | NIL |
| 600 mm ----- | 33% |
| 750 mm ----- | 48% |
| 900 mm ----- | 56% |
| 1050 mm ----- | 64% |
| 1200 mm ----- | 70% |

(2) Tenders shall be called by the Owner for the installation of any oversized watermain for which it is anticipated that the Region will contribute to the cost.

(3) The contract documents shall be approved by the Environment and Transportation Department, before a tender is called.

(4) The awarding of the contract by the Owner shall be subject to the approval of the Environment and Transportation Commissioner.

The cost of the work shall include:

- (a) Total cost to the Owner for the installation contract.
- (b) Total cost of materials incorporated into the watermain.
- (c) Inspection costs.
- (d) Sterilization costs.
- (e) Connection costs.
- (f) Engineering fee in accordance with the percentage mark-up for Capital Works in effect in the Region.

(5) A copy of an itemized final payment to the contractor shall be submitted to the Environment and Transportation Department, by a professional engineer for the purpose of calculating the excess cost for the oversize watermain.

(6) The excess cost shall be calculated by the Environment and Transportation Department based on actual costs incurred, as provided by a professional engineer and the decision of Regional Council as to the excess cost shall be final.

SCHEDULE "F"

PROCEDURE FOR THE INITIATION, INSPECTION AND
ACCEPTANCE OF REGIONAL ROAD MODIFICATIONS,
TRAFFIC CONTROL SIGNALS AND NOISE BARRIER, INSTALLATION,
MODIFICATION OR REPLACEMENT IN ACCORDANCE WITH THIS AGREEMENT

1. Prior to any construction associated with the road works, traffic control signal installations and noise barrier provided for in this Agreement (hereinafter called the "Work"), the requirements of the Agreement relating to the financial guarantee for the Work must be satisfied.
2. Prior to any construction associated with the Work, the Owner shall have the plans and specifications governing the Work approved by the Environment and Transportation Commissioner, and shall secure the necessary permit for the Work, including the provisions for deposits by the Owner or agent to cover inspection and other charges, including administration charges and the costs for materials supplied by the Region.
3. During the progress of the Work, the Work will be monitored by the Environment and Transportation Department who will carry out such inspections as are deemed relevant and necessary by the Region.
4. During construction, any significant observation by the Region resulting from inspections may be reduced to writing and copies transmitted from the Environment and Transportation Commissioner to the Owner. These observations may use a standard format and are not necessarily required to be typed as long as they are legible.
5. When the Owner determines that the Work is completed to a degree that preliminary acceptance may be issued by the Environment and Transportation Commissioner, it shall make application to the Environment and Transportation Commissioner requesting preliminary acceptance.
6. Upon receipt of the request for preliminary acceptance, the Region shall carry out an inspection of the Work and list the defects to be corrected and forward same in writing to the Owner.
7. Upon correction of the defects to the satisfaction of the Region, the Owner shall request the Region to grant preliminary acceptance.
8. The Region will notify the Owner in writing of preliminary acceptance or rejection within three (3) weeks of such request for preliminary acceptance.
9. The Owner shall and hereby grants a twelve (12) month warranty period for the reliability of the Work from preliminary acceptance, however, the warranty shall not be released until final acceptance of the Work by the Region.
10. During the period the warranty is in effect, all detected defects in the Work shall be corrected by the Owner at its expense, immediately upon notification by the Region.
11. Not later than sixty (60) days prior to the expiry of warranty period, the Owner shall make application to the Environment and Transportation Commissioner requesting final acceptance of the Work by the Region.
12. Upon receipt of the application for final acceptance, the Region shall carry out an inspection of the Work and list the defects to be corrected and forward same in writing to the Owner.
13. Upon correction of the defects to the satisfaction of the Region, the Owner may again request the Region to grant final acceptance of the Work.

14. The Region will grant final acceptance on the recommendation of the Environment and Transportation Commissioner and the date of final acceptance will be the date of recommendation.
15. The warranty shall be discharged only by the issuance of final acceptance.
16. A condition of final acceptance is that the Owner deposit with the Region copies of the "as-built" detailed plans on reproducible mylar.
17. Upon issuance of Final Acceptance, the financial guarantee (Letters of Credit) shall be reduced to nil.