

# *Agreement of Purchase and Sale*

The undersigned \_\_\_\_\_ (Purchaser),

having inspected the real property, hereby offers to purchase

from **1374421 ONTARIO LTD.** (Vendor),

all and singular the premises on the \_\_\_\_\_ side of \_\_\_\_\_ in the City of Ottawa,

more particularly identified as \_\_\_\_\_ on Plan **4M-1238** attached hereto, municipally known as

\_\_\_\_\_, Greely, all measurements being more or less (herein called "the real property") for the price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable as follows:

- (a) By deposit received by the Vendor \$ \_\_\_\_\_
- (b) The balance of the purchase price being approximately \$ \_\_\_\_\_ shall be payable by Cash or Certified Cheque on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ which shall be the date of closing, subject to the usual adjustments.

Schedules "A", "B", "C", "DE", "G", "H", and "M" attached hereto form part of this agreement.

IN WITNESS WHEREOF the Purchaser has set his hand and seal and has read and understood the agreement and having received a true copy of it this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

x \_\_\_\_\_ Dated: \_\_\_\_\_  
d/m/y

Purchaser: \_\_\_\_\_

x \_\_\_\_\_ Dated: \_\_\_\_\_  
d/m/y

Purchaser: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Postal Code Phone

IN WITNESS WHEREOF the Vendor has set affixed its corporate seal under the hand of its authorized signing officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
1374421 ONTARIO LTD.

***Greely Orchard***

Per authorized signing officer



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# SCHEDULE A

1374421 ONTARIO LTD.  
6598 Pebble Trail Way  
Greely, Ontario, K4P 0B6  
Tel: 613-860-1100

Purchaser's Solicitor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Purchaser(s)'s name(s) for Transfer/Deed: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Purchaser(s)'s Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Purchaser acknowledges that he or she has been advised of the following:

- a) The Purchaser is instructed to obtain independent legal advice prior to signing this agreement and to obtain independent legal representation with respect to the closing of the transaction;
- b) Daniel J. Anderson, Barrister & Solicitor is a Director, Shareholder and Officer of the Vendor Corporation. Neither Daniel J. Anderson nor Anderson Law Office, nor any lawyer or person in the employ of Anderson Law Office, has advised or represents any purchaser herein.



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## SCHEDULE B

1. The Purchaser is to be allowed 30 days from the date on which this Agreement becomes unconditional or until the day prior to the date of closing, whichever date shall first occur to examine the title at his expense. If, within that time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void, and the deposit shall be returned by the Vendor without interest and he and his Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.
2. The Purchaser shall within the time limited for requisitions on title notify the Vendor of any objections which the Purchaser may have as to the description of the property, or if the description previously used is not in a form acceptable by the Land Registrar for registration of the documents in this transaction. In the event of any such valid objection, the Vendor shall provide at his expense a description of the real property in a form that complies with the requirements of the appropriate statute and regulations.
3. Mortgage Interest, Taxes, Local Improvement Rates, to be apportioned and allowed to date above fixed for completion of the sale.
4. This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence.
5. In the event that a discharge of mortgage or charge, which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that he will close the transaction upon production to him of a personal undertaking from the Vendor's solicitor to obtain and register a discharge or cessation of the charge within a reasonable time after closing.
6. THE VENDOR WARRANTS that the Vendor and all Grantors who will make conveyance herein are and will be on the day of closing residents of Canada and the Vendor shall supply adequate evidence thereof at or before closing or, in the alternative, evidence that the provisions of the Canadian Income Tax Act regarding payment to non-residents shall be complied with at or before closing and the Purchaser agrees that if he is a non-resident of Canada at the time of the completion of the within Agreement of Purchase and Sale that he will pay such tax as may be levied and imposed from time to time under *The Land Transfer Tax Act (Ontario)* applicable to non-resident purchasers.
7. Deed or transfer to be prepared by the Vendor's solicitor at a cost of One Hundred and Twenty-Five Dollars (\$125.00) plus H.S.T. payable by the Purchaser on closing, and the registration thereof shall be at the cost of the Purchaser and any mortgage or charge to be given back by the Purchaser to the Vendor shall be prepared at the cost of the Purchaser by the Vendor's solicitor and the Purchaser shall pay for the registration thereof and for any Execution certificate. The deed or transfer and mortgage or charge are to be on the usual forms.
8. The Purchaser shall provide to the Vendor satisfactory evidence of his or her date of birth, or in the case of a Corporation, a certificate signed by an Officer over the Corporate Seal authorizing on its behalf the document signatures.
9. The Deed or Transfer shall contain, or shall be subject to, such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any Subdivision or other Agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. Without limiting the foregoing, the Purchaser agrees that the Deed or Transfer may contain the covenants and restrictions similar to those set forth in Schedule "C" hereto. The Purchaser agrees to notify the Vendor's Solicitor as to the manner in which the Purchaser will be taking title. If the Purchaser fails to give such notification, the Vendor's solicitor shall be entitled to draw the Transfer to the Purchaser as described in Schedule A hereof and if there be more than one Purchaser, the Transfer will show them as Joint Tenants.
10. The parties hereto agree that any notice may be delivered by hand, facsimile, email at the place of residence or business of the party to whom notice is given.
11. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire Agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.



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12. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms hereof.
13. Notwithstanding anything contained in this Agreement, including any Addendum hereto, as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.
14. The Purchaser for himself, his heirs, executors, administrators, successors and assigns covenants and agrees with the Vendor to execute any reasonable grant or grants of easement over or under the lands herein required by any local municipal authority or public utility during a period of five years from the date of closing. This covenant shall not merge with the closing of this transaction.
15. In the event that the closing should be delayed by reason of strikes, lockouts, fire, the elements, riot, war, unusual delay by common carriers, or unavoidable casualties or inability to receive final registration of the Plan of Subdivision, or by any other cause of any kind whatsoever, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding a total of eight months. If the Vendor is unable to close within the extended time and the parties do not agree to a further extension, the deposit shall be returned to the Purchaser without interest and the contract shall be at an end, and the Vendor shall not be liable to the Purchaser for any damages.
16. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an Assignment by the Purchaser of the within Agreement, or any part or parts thereof, the Vendor will not be required to comply with a Direction delivered to it on the completion of the transaction directing it to convey the land to a person, persons or corporation other than the Purchaser.
17. Time is in all respects the essence of this Agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
18. This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of ten days from the date of execution and upon acceptance by the Vendor shall constitute a binding Agreement of Purchase and Sale.
19. The parties hereby waive personal tender and agree that tender shall be validly and effectively made if the tendering party shall attend at the Registry Office in which title to the real property is recorded at 3:00 p.m. on the date of final closing and for a period of one half hour is ready, willing and able to close. Alternatively, tender may be validly and effectively made upon the designated Solicitors for the party being tendered. Payment may be made or tendered by certified cheque drawn on any Canadian chartered bank, Caisse Populaire, Credit Union or Trust Company.
20. This Agreement is subject to compliance by the Vendor with the provisions of the Planning Act of Ontario as amended from time to time, and in particular, Section 50 thereof. If the Vendor is unable or unwilling to comply with the said Act, this Agreement shall be null and void and the deposit shall be returned to the Purchaser without interest or penalty and the vendor shall not be liable to the purchaser for any damages for failure to complete the transaction.
21. Provided title is good and free from all encumbrances except as aforesaid and except as to any registered rights of way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with, the Purchaser is not to call for production of any title Deed, abstract or other evidence of title except as are in the possession of the Vendor.
22. Provided also that the transfer of the Real Property and/or the register of the parcel shall contain such easements and agreements as may be required for utility, drainage or other purposes, including but not limited to easement and/or maintenance agreements with Bell Canada, Ontario Hydro, Roger's Cablevision and Enbridge Consumer's Gas, City of Ottawa or other utilities. The Purchaser agrees that such easements or agreement shall not constitute a valid objection to title to the Real Property.
23. The Purchaser for himself, his heirs, executors, administrators, successors and assigns is aware and agrees to accept title to the property subject to subdivision agreements or other development agreements with City of Ottawa or other such authority and such agreements will remain on registered title to the property and that the Vendor shall not be required to answer requisitions made in this regard.
24. The Purchaser for himself, his heirs, executors, administrators, successors and assigns agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development



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agreements provided that same have been complied with. The purchaser shall satisfy himself that the said subdivision or other development agreements have been complied with as of the closing date.

25. The Purchaser for himself, his heirs, executors, administrators, successors and assigns shall be responsible for payments of any Goods and Services Tax and Harmonized Sales Tax collected by the Vendor on closing or provide a H.S.T. registration number and indemnity to the Vendor for any H.S.T. assessed. The Purchaser shall be responsible for obtaining any applicable rebate of such taxes. The Purchaser will also accept title subject to any registered agreement, notice or charge, which may require the owner, at the time of application for a building permit to pay, then applicable, Regional Development charges, municipal development charges, charges or lot levies for any school board and the Purchaser will assume full responsibility for payment of these obligations.
26. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that there are now or will be covenants and restrictions (which covenants and restrictions may include the power to waive or vary) on residential lands which will run with the lands and may be included as covenants and restrictions and, without limiting the generality of the foregoing, including those substantially in the same form as set out in Schedule "C" attached hereto. The Purchaser for himself, his heirs, executors, administrators, successors and assigns further acknowledges and agrees that the covenants and restrictions attached as Schedule "C" may be amended by the Vendor, or additional covenants or acknowledgements may be added as a result of the subdivision approval process provided same do not materially and adversely affect the land value, prior to closing. The Purchaser shall satisfy himself as to the due compliance with any such covenants and restrictions. The Purchasers shall pay for the registration fee applicable to the registration of covenants and restrictions contained in the deed to the Purchaser.
27. The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges the following:
  - (a) Lot \_\_\_\_\_ may be subject to a \_\_\_\_\_ easement at the rear/side of the lot for the purposes of drainage.
  - (b) Canada Post does not intend door to door mail delivery within the subdivision. It is anticipated that the mail delivery will be provided through a system of permanent community mail boxes.
  - (c) That at the time of closing, roads may not have base course asphalt and landscaping may not have been completed. The Vendor shall complete any such paving and landscaping after closing in accordance with its schedule of work from time to time, weather and any other conditions permitting.
  - (d) That all promotional and other material including sketches, plans and drawings relating to the subdivision areas in the vicinity of the lands is of a conceptual nature only and that the Vendor may in future amend its plans from time to time in any manner whatsoever and may apply to re-zone land in the vicinity for any use including multiple housing, commercial, industrial or other land use. The Purchaser, as part of the consideration in this transaction, does hereby specifically acknowledge and agree to waive all rights under the Planning Act of Ontario, as amended, to object to subsequent development by 1374421 Ontario Ltd. or Sunset Lakes Development Corporation, its successor or assigns, to any application for minor variance or for amendment to the Official Plan or Zoning By-Law or By-Laws of the local municipality or site plan agreement and will not appeal any such amendment or application if passed.
  - (e) That landscaping, grading, slope and drainage plans may be altered by the Vendor at its discretion at any time.
28. The parties acknowledge that the trees, topsoil and earth on the subject lands remain the property of the vendor and may be reasonable distributed to other lands in a reasonable manner and provided a reasonable number of such trees remain on the subject lot. Unless otherwise agreed, no trees, earth or topsoil will be removed after closing.
29. I/We the purchasers authorize 1374421 Ontario Ltd. or Sunset Lakes Developments or its appointee to obtain such factual and investigative information regarding me/us from others as permitted by law; to furnish other consumer credit bureau particulars of the credit application and subsequent credit experience, if applicable; and to retain this application for its records.
30. The Parties acknowledge that the Purchaser is acquiring a lot in an ungraded condition. It is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.
31. In the event that the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the title to the Real



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Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

- (a) The Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**", establishing the procedures and timing for completing this transaction.
- (b) The delivery and exchange of documents and monies for the Real Property and the release thereof to the Vendor and the Purchaser, as the case may be:
  - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation);
  - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, upon payment of a fee as determined by the Vendor's solicitor, acting reasonably.
- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Real Property for registration until the balance of funds due on closing, in accordance with the Statement of Adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original including electronic transmission through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be electronic signature. The party transmitting any such documents shall also deliver the original of same to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by all parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
  - (i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement; and
  - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the Transfer/Deed has been electronically "signed" by the Vendor's solicitor; without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and keys, and without any requirement to have an independent witness evidencing the foregoing.

(g) **NOTICE RE: DEVELOPMENT CHARGES**

The Purchaser shall be required to pay applicable development charges at the time of obtaining a building permit.

Applicable development charges as at the date of signing this Agreement are attached hereto.

The development charges are subject to changes in accordance with the *Development Charges Act, 1997*, and *Education Development Charges Act*.



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Schedule C

DEED RESTRICTIONS FOR GREELY ORCHARD  
COVENANTS AND RESTRICTIONS

1. Covenants. The following covenants shall be covenants running with the lands in Plan 4M-1237 and Plan 4M-1238 for the benefit of the lands within the plan of subdivision 4M-1237 and Plan 4M-1238 and it is hereby declared agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall enure to and be for the mutual benefit of all persons so holding or claiming. These covenants are not to be held binding upon any person except in respect of breaches committed or continued during their, his, her or its joint or sole seisin of title to the lands upon or in respect of which such breaches shall have been committed.

2. Building Restrictions. Notwithstanding anything herein contained, no building, fence (including hedges), erection, or landscaping of any kind shall be erected on the said lands unless the plans, specifications and elevations including all exterior colours and materials shall first be submitted and approved in writing by 1374421 Ontario Ltd. or its assignee and no building, improvement, or structure shall be constructed on the lands otherwise than in conformity with such approved plans, specifications and elevations. Once the applicant has submitted the required materials 1374421 Ontario Ltd., or its appointee, shall use its best efforts to provide a response within thirty (30) days after receipt by 1374421 Ontario Ltd. of the required material.

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that no dwelling unit shall be erected on the said parcel of land or any part thereof, which shall have an area of:

(i) for the village sector, not less than 1,500 square feet for a bungalow, 1,500 square feet on the ground floor for a split level, or a minimum of 2,000 square feet for a two storey with a minimum of 1,200 square feet on the ground floor of liveable space excluding attic and basement and garage areas and other areas which are not normally heated and in addition not less than a two car garage and paved or other driveway surface approved by 1374421 Ontario Ltd. or its appointee; and

(ii) for the estate sector, not less than 2,200 square feet of liveable space excluding attic and basement and garage areas and other areas which are not normally heated and in addition not less than a two car garage and paved or other driveway surface approved by 1374421 Ontario Ltd. or its appointee.

The Developer reserves an easement in favour of itself, its servants, agents, successors and assigns to permit such persons, until such time as the Developer has been released from all of its obligations of the subdivision agreement, to enter upon the real property for the purpose of performing any work that the Developer is required to perform pursuant to the subdivision, or other agreement.

3. Transfer Covenants. Terms of the Subdivision Agreement with the City of Ottawa the covenants shall be incorporated in all Transfers with the express intent that they shall be covenants running with the lands for the benefit of the lands in the subdivision as a building scheme as well as the following covenants:

(a) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of the City of Ottawa Engineer.

(b) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of the City of Ottawa Engineer.

(c) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land from the edge of the gravel shoulder to the lot line in a neat and orderly fashion including cutting of grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided removing any debris, leaves, grass and sediment all to the satisfaction of the City of Ottawa and 1377421 Ontario Ltd. and pursuant to the Subdivision Agreement with the City of Ottawa.

(d) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be located and constructed in accordance with the most stringent requirements of the City of Ottawa and the Ministry of the Environment and the Greely Orchard Architectural and Design Guidelines and in particular with any requirements in any Subdivision Agreement affecting these lands.

(e) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall not cause or permit the discharge of water from a sump pump on his lands directly into any ditch or drain located on any public highway adjacent to his lands. However, sump pump outlets may discharge into entrance pipes provided



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the sump pump pipe is inserted into the pipe a minimum length of one metre and the Transferee provides a check valve on the sump pumps.

(f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the use of heat pump/water furnace systems will require from the Ministry of the Environment a "permit to take water" if usage reaches 50,000 litres per day and under no circumstances shall discharge be allowed to enter ditches or swales under the jurisdiction of the City of Ottawa and 1374421 Ontario Ltd. and all discharge into an open loop system shall be in a second well constructed in accordance with Schedule "J" of the subdivision agreement with the City of Ottawa and to the same depth and/or aquifer as the supply well.

(g) The Transferee, his heirs, executors, administrators, successors and assigns, are advised that the drainage system on lots is part of the storm water management system and in order to function properly the homeowner shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in the City of Ottawa taking corrective action and charging costs back to the property.

(h) The Transferee, for himself, his heirs, his successors and assigns covenants and agrees that because the storm water management system for this subdivision will ultimately require repair or replacement in the future, the City of Ottawa may seek to recover from the then Owner a proportionate share of the cost pursuant to applicable legislation.

(i) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the City of Ottawa the subdivision development charges for that lot, as well as any school board development levies. The Transferee, his heirs, executors, administrators, successors and assigns shall not apply for, nor shall the City be under any obligation to issue, any building permit for any dwelling unit, on his lot until he has paid the aforesaid charges with respect to that lot.

(j) All buildings shall be constructed in accordance with the zoning restrictions applicable to the area.

(k) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install an automatic photo-cell operated lawn lamp to be located at the edge of laneway within 1.5 metres of the street allowance limit; power supply to be provided from the dwelling unit, all as more particularly described in the Subdivision Agreement.

(l) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall plant and maintain at least one tree on his lot located not further than 2.5 metres from the street allowance limit and not closer than 2.5 metres to a driveway, all as more particularly described in Schedule "M" of the Subdivision Agreement.

(m) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to protect and repair any damage caused to subdrain pipes which are located under roadside ditches.

(n) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that although development of this subdivision is consistent with Provincial Noise Standards it is likely residents will experience exposure to aircraft noise from Ottawa International Airport and further that there are no plans to relocate the airport facility.

(o) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the City does not guarantee nor warrant the quality or the quantity of groundwater. If, at some future date, the quality or quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the owner.

(p) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by the City of Ottawa, who shall certify by signing the "Well compliance" form set out in the subdivision agreement with the City of Ottawa that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums and the MOE Guideline "Water Wells and Groundwater Supplies in Ontario".

(q) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that he is aware of the provisions of the City's standard form of sewer and drainage easement which reads in part as follows:

"The Transferor for himself/herself/itself and for his/her/its heirs, executors, administrators, successors and assigns, covenants with the Transferee that the Transferor shall not construct any fences on the lands described in Schedule "B" (of the easement, which are the same as the lands in Paragraph 2(a) of Schedule "E" of this Subdivision Agreement) and that the Transferor shall not plant or maintain any trees or shrubs of any nature which when mature reach a height greater than two metres" and the Transferee covenants and agrees to comply with such requirements."

(r) "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that:



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- (a) Lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the Ministry of the Environment in accordance with Ontario Regulation 358/90 made under the Environmental Protection Act and the owner shall conduct individual lot by lot percolation tests, high groundwater measurement and mounding calculations and other studies, as required by the City of Ottawa Septic System Office, before sewage system installation;
- (b) The development shall be in accordance with the Lot Development Plan prepared by John D. Paterson and Associates Limited;
- (c) The Report prepared by John D. Paterson and Associates Limited titled "Terrain Analysis and Hydrogeological Study" and all addendum (the hydrogeological report) are available from the Owner to lot purchasers as a guide to development;
- (d) Wells shall be located and constructed in accordance with the recommendations of the Hydrogeological Reports and shall be completed in conformance with the City of Ottawa well compliance program;
- (e) Wells shall be constructed in accordance with Ontario Regulations 612/84."

(s) "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that school accommodation problems exist in the Carleton Board of Education elementary schools designated to serve this development, that at the present time this problem is being addressed by the utilization of portable classrooms and/or busing. This problem will not be resolved until such time as additional pupil places can be made available."

(t) The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the sodium levels in well water may exceed 20 mg/l and that the City of Ottawa Medical Officer of Health recommends that persons with cardiac problems (hypertension, etc.) should discuss this matter with their family physician prior to accepting an offer of purchase.

(u) The design, locations and elevation of any structure or landscaping shall not be such as to interfere with the drainage of surface water on the lands nor of surface water originating from adjacent lands and lands subject to drainage easements shall be free of buildings or other structures or any part of septic system or well or trees, shrubs or other vegetation other than maintained grass. For the benefit of all the lands dedicated to and owned by the City for municipal streets within this plan of subdivision the grantee or mortgagee, as the case may be, for himself, itself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the prior written comment of the City of Ottawa Engineer. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the subdivision by providing proper and adequate drainage.

(v) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if any damage is caused to any of the works located within the plan of subdivision as the result of any act or omission on the part of the purchaser, the purchaser shall repair such damage or be proceeding diligently to repair such damage within a period of seven days after notice from the City of Ottawa, or 1377421 Ontario Ltd., and the Purchaser agrees that in default thereof the City of Ottawa may enter upon the land for the purpose of so doing and may recover the cost thereof together with an amount equal to 10% of that cost as a fee for supervision and an amount equal to 10% of that cost as a fee for administration, all as municipal taxes under Section 325 of the Municipal Act of Ontario. The works referred to above shall include any or all of the following within Plan 4M- :

- (a) Roads,
- (b) Road ditches and culverts, drainage ditches and swales,
- (c) Utility services,
- (d) Street and traffic signs.

4. Television Antenna, Clothes Lines. No external television antenna shall be erected on the lands and premises so long as an underground cable television facility is available to service the said lands and premises. All satellite dish antenna devices shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written consent from 1374421 Ontario Ltd. No exterior clothesline shall be erected or used in the subject lands, unless adequately screened and with consent of 1374421 Ontario Ltd.

5. Driveway Entrance Lamp. In addition to paragraph 3(k), above, the Transferee for himself, his heirs, executors, administrators and assigns covenants and agrees to install not less than two (2) photocell operated lawn lamps and two (2) pedestals approved by 1374421 Ontario Ltd. at the edge of the laneway in each lot conveyed to him in accordance with the specifications approved by the Greely Orchard Architectural & Design Guidelines. Power to service the lamp on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot. The purchaser shall maintain and keep in working order and regularly lit every night the said lawn lamps including carrying out the replacement of bulbs and the repair of the power line if such is damaged. The purchaser shall be responsible for the payment of a deposit as prescribed by 1374421 Ontario Ltd. from time to time, to ensure the installation of the lamps within one year from the issuance of a building permit. The developer shall have the right to install the lamps at the



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owner's cost if the owner fails to install within the one year period referred to above and the cost of same shall become a lien against the purchaser's land.

6. Excavation. No excavation shall be made on the lands except excavations for the purpose of building on same at the time of commencement of such building, or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the lands except in each case with the prior written permission of 1374421 Ontario Ltd. or its appointee.

7. Waste Storage. No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of leveling and landscaping in connection with the erection of a building thereon or of the immediate improvement of the grounds.

8. Signs. No signs, billboards, notions or other advertising matter of any kind (except the ordinary signs offering the dwelling unit thereon for sale or rent) or signs permitted under the Greely Orchard Architectural and Design Guidelines shall be placed on any part of the lands or upon or on any buildings or on any fence, tree or other structure on the lands without prior written permission of 1377421 Ontario Ltd. or its appointee.

9. Appearance. The exterior of any dwelling unit and its gardens and grounds shall not be left in an unsightly or untidy condition.

10. Trees. No living tree greater than four inches in diameter shall be cut down or removed from the lands other than those standing within an area to be excavated for the erection of a building or septic system thereon without the consent in writing of 1374421 Ontario Ltd. or its appointee. During the period of construction, any existing tree shall be protected as to prevent any damage and subject to the above exception, if any tree is cut down or removed or damaged without obtaining such consent the grantee or mortgagee as the case may be, will forthwith replace same under the supervision and to the satisfaction of 1374421 Ontario Ltd. or its appointee

11. Utilities. All utility services such as gas, hydro, Bell Telephone and cable systems shall be brought from the mains underground into each dwelling by the lot owner. The lot owner shall not commence construction without first notifying the appropriate utilities.

12. Storage. Notwithstanding the provisions of the City of Ottawa Zoning By-Law, no person shall:

- (a) Use any part of a lot for the purpose of exterior storage;
- (b) Use any part of a lot for the parking of a derelict vehicle, motor home, bus, or commercial vehicle, or vehicle of more than a 1/2 ton capacity;
- (c) Use any part of a lot for the purpose of long-term parking of vehicles under repair or not in good working order;

without the express written consent of 1374421 Ontario Ltd., its successor or assigns, after making adequate provision for screening.

13. Restricted Chattels, Equipment & Furniture. No unlicensed vehicles, terrain vehicles, snowmobiles, motorized trail bikes, or motorized personal watercraft shall be operated on the subject lands or any block or parcel in the subdivision.

14. Culvert. The Transferee, his heirs, executors, administrators, successors and assigns shall be responsible for any default or defects resulting from arranging for the supply and installation at his expense of any laneway culvert, to City of Ottawa standards.

15. The vendor shall collect on closing a security deposit of \$2000 until completion of the installation of the culvert and all grading works. The deposit will be refunded to landowner upon final release of the developer under the subdivision agreement. In the event that the land owner or his agents, successors, assigns, does not complete the grading in accordance with the grading and drainage plan or takes any action that causes the developer to be held in default under the subdivision agreement, the vendor may use the deposit money to rectify the default, if such default is not rectified within 15 days of notice by the developer to the landowner, without further notice to the landowner.

16. Street Number. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants he shall not occupy the unit until he provides and places in a conspicuous position on the aforementioned lamp pedestal, a proper street number that is visible from the street line in front of such building or structure. This must be done before a Certificate of Occupancy will be issued by the City.

17. Right of Repurchase. In the event that five years after the registration of the conveyance to the purchaser, construction of a residence on a property has not proceeded to the "roof on" stage, 1374421 Ontario Ltd. or its assignee shall have the right at any time thereafter to purchase back the property from the purchaser or his transferee, heirs, executors, administrators, successors or assigns, at the same price that the original purchaser paid to 1374421 Ontario Ltd. This right may be exercised by a notice in writing to the transferee, his heirs, executors, administrators, successors or assigns, delivered to or mailed by prepaid registered mail to his last known address. If mailed, the notice shall be deemed given on the next business day following the date of mailing, and the purchase shall be completed on the first



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business day, thirty days following the date notice is given. In calculating the price 1374421 Ontario Ltd. shall deduct the amount outstanding as well as the cost of obtaining a discharge of a release from any encumbrance or lien holder affecting the subject lands.

18. Completion of Dwelling. The exterior of any building and landscaping erected on a lot shall not be completed any later than one year after the date of commencement of construction thereof.

19. Approval of Building & Siting Plans. In the event that the Transferee, his heirs, executors, administrators, successors or assigns has failed to obtain the approval of 1374421 Ontario Ltd. to his building and siting plans within 48 months from the date of the registration of the purchaser's conveyance, then the rights and terms of repurchase referred to above, paragraph 17, shall be immediately applicable in favour of 1374421 Ontario Ltd., the vendor herein.

20. No Subdivision. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants that he will make no attempt to further subdivide his lot without the written authorization of 1374421 Ontario Ltd. or its appointee

21. Roads. (a) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that if, during the course of the construction of any building or buildings on any lot which he owns in the subdivision, any damage is done to the surface of the roads in the plan of subdivision at any time prior to the City of Ottawa assuming the responsibility of those roads, then and in that event the purchaser will reimburse 1374421 Ontario Ltd. for the costs of any repairs necessitated by damage done by the purchaser or his agents.

22. Environmental Protection

No Transferee shall refrain from compliance with the following covenants:

(a) 1374421 Ontario Ltd., City of Ottawa, South Nation Conservation Authority, or their appointees shall have the right at any time upon twenty-four hours written notice delivered to the lot owner at the subject lands to enter upon the lands and premises for the purposes of inspecting the well or septic system or other potential environmental hazard or pollutant.

(b) Following the results of such inspection, either 1374421 Ontario Ltd., City of Ottawa, South Nation Conservation Authority, or its appointees, may make an order to rectify the well or specific system or any source of contamination at the owner's cost and if such order is not complied with to take such enforcement measures as are within its contractual or legal authority.

(c) No Transferee, his heirs, executors, administrators, successors or assigns shall permit fertilizer or lawn chemicals of any kind to be applied to the lands, without the express written consent of the developer or City of Ottawa. The Transferee shall be responsible for contamination of any kind that may occur from a source within his lands. In particular the Transferee shall not permit animal, human, organic or chemical waste to contaminate or impact in any way the run off, seep into ground water.

(d) No soil, or fill, of any kind shall be brought onto the lands without the express written consent of the developer or the City of Ottawa. The owner shall be responsible for making good any damage or contamination, which occurs from bringing onto the land any new material notwithstanding the approval of the 1374421 Ontario Ltd. or the City of Ottawa.

23. Pets. No animals of any kind may be kept or maintained on the said land, other than household pets normally permitted in private homes in urban residential areas and provided they do not constitute an annoyance or nuisance to the occupants of neighbouring lands as may be determined by the developer. There shall be no commercial breeding of such animals, fish or fowl.

24. Terms. The terms "purchaser", or "owner", or "person", or "lot owner", or "Transferee" used herein shall include a male or female person or a corporation or any combinations thereof, and all heirs, executors, administrators, successors and assigns of these persons and all covenants and obligations shall be joint and several.

25. Enforcement. No Transferee shall refrain from compliance with the following covenants:

Where a Transferee, his heirs, executors, administrators, successors or assigns is in breach of any of these covenants, or of the provisions of the Greely Orchard Architectural Design & Guidelines or a ruling of the Design Review Committee of Greely Orchard or the rules, regulations, then enforcement may be sought by an order of a court of competent jurisdiction or pursuant to arbitration under the Arbitration Act of Ontario. All costs incurred by the developer in enforcing these covenants including legal and court costs shall be the responsibility of the defaulting owner and payment of same may be secured by way of notice of charge against the owner's lands. The developer is deemed to be granted sufficient interest in title to the subject lands to register such notice.

26. 1374421 Ontario Ltd. or its assignee may agree to vary, alter, amend or remove any of the foregoing conditions in respect of those or any other lands on the said plan or other plans in Greely Orchard without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation,



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alteration, amendment or removal is not, in the opinion of 1374421 Ontario Ltd., or its assignee a substantial deviation from the general nature of the foregoing conditions.

27. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees not to alter an existing driveway location or a predetermined driveway location without prior written consent of the City Engineer. If such permission is granted the Purchaser shall pay for all costs associated with relocating the driveway including any portions on municipal properties.

28. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that none of the following are permitted to be permanently located or stored in the front yard without written approval from 1374421 Ontario Ltd., namely, lawn and garden maintenance equipment, storage sheds, play structures.

29. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that where there is a conflict between them, the most restrictive set back requirements as set out in the City of Ottawa By-laws and the Greely Orchard Architectural Design and Guidelines, shall apply.

30. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

(a) Is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and

(b) Continues to be applicable to and enforceable to the fullest extent permitted by law against any part and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

31. The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Provided that the foregoing shall not apply to any lot while such lot is registered in the name of The City of Ottawa as a security lot pursuant to the Subdivision Agreement dated July 13, 2004, and further shall not apply to any conveyance of such lot by the City to a Transferee, other than 1374421 Ontario Ltd. where the City has conveyed such lot to realize on the security provisions of the said Subdivision Agreement. In the event that the City conveys a lot to 1374421 Ontario Ltd. to effect the release of security lot, the foregoing covenants shall apply on any subsequent conveyance by 1374421 Ontario Ltd. to a Transferee.

32. PROVIDED that in construing these presents the words "Vendor" and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it", or "they", "his", "her", or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

33. The Purchaser agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Planting and Conservation Plan and to inform future Purchasers regarding their obligation to implement the specific tree saving measures applicable to the lot they are purchasing, through all Offers of Purchase and Sale and Agreements, to the satisfaction of the City of Ottawa.

34. All proposed residential units shall have their underside of footing elevations set at a minimum 300 mm above the 1:100 year storm event water levels in the proposed storm water management area or the high ground water elevation identified in the geotechnical report, which ever is greater.

35. The Purchaser shall retain the services of a Civil Engineer or Ontario Land Surveyor to certify to the General Manager, Development Services that the final lot grading is within 0.05 metres of the approved grades on the grading and drainage plan.

36. The Purchaser shall have a Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Purchaser shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Civil Engineer or Ontario Land Surveyor to the General Manager, Development Services for approval prior to the completion of the foundation walls.

37. The Purchaser shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at curb and at garage, all lot corners, swale, inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Civil Engineer or Ontario Land Surveyor.

38. The Purchaser agrees to develop each lot in accordance with the findings and recommendations of the Terrain Analysis and Hydrogeological Study - Proposed Residential Development - Part of Lots 6, Concession 3, Osgoode prepared by John D. Paterson and Associates Ltd. (Report No.G8866-03; dated January 7, 2004, and Report No.G8866-



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06; dated February 20, 2004), and that certification by a Professional Engineer will be provided to the City of Ottawa in this regard. The owner shall advise all prospective lot purchasers, in the Agreements of Purchase and Sale, of these certification requirements. The owner also agrees that the Subdivision Agreement with the City of Ottawa will require lot owners to provide this certification by a Professional Engineer, prior to final inspection by the City to permit occupancy of buildings.

39. Well owners should do a periodic water quality and bacteriological analysis to ensure that well supply is safe and free from contamination.

40. The Purchaser shall conduct individual lot by lot percolation tests, high groundwater level measurement and mounding calculations and other studies, as required by the Septic System Office, before sewage system installation.

41. The construction of wells shall be inspected by a qualified Engineer, who shall certify to the City of Ottawa that wells have been constructed in accordance with the Hydrogeological report and the MOE Guideline "Water Wells and Groundwater Supplies in Ontario".

42. The Purchaser agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and that certification by a Professional Engineer will be provided to the City of Ottawa in this regard. The owner shall advise all prospective subsequent lot purchasers, in the Agreements of Purchase and Sale, of these certification requirements. The owner also agrees that the Subdivision Agreement with the City of Ottawa will require lot owners to provide certification by a Professional engineer, prior to final inspection by the City to permit occupancy of buildings.

43. The Purchaser acknowledges that school accommodation problems exist in the Carleton Board of Education's Elementary schools and the Carleton Roman Catholic School Board" elementary and/or secondary schools designated to service in this area, and that at the present time this problem is being addressed by the utilization of portable classrooms, and that such a problem will not be alleviated until such time as Provincial funding is made available to construct additional pupil places.

44. The Purchaser/Owner will provide a well sample to the Vendor or its assignee upon request and will not refuse to participate in a well water monitoring program established for the benefit of all residents.

45. Well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and certification by a Professional Engineer or a Professional Geoscientist, licence in the Province of Ontario, shall be provided to the City of Ottawa in this regard. All wells shall be certified in accordance with the Osgoode Well Compliance Program (as per By-Law 37-98), or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings.

46. The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (for eg. – nitrate and chloride); advice on well maintenance can be found in the How Well is Your Well Guide and Water Wells Best Management Practices Guide, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office.

47. Grade Control and Drainage. The City of Ottawa may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the City in performing any restoration work shall be paid to the City by the Owner of the lands upon which restoration work was performed, within thirty (30) days of demand therefore by the City and failing payment as aforesaid the cost shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage.

48. No Dumping. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" is permitted on vacant lots or on adjacent lands including snow, grass cuttings, and landscape waste.

49. Setback Requirements. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City's zoning by-law(s).

50. Conservation Authorities Act – Country Estate Lots 9, 10, and 21 to 24 inclusive. The Transferee of Country Estate Lots 9, 10 and 21 to 24 inclusive for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that part of the lands are subject to Regulation under the Conservation Authorities Act and that permits



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may be necessary to be obtained from the South Nation Conservation Authority on the affected portion of any of the lands prior to construction or site alteration.

51. Noise Assessment Study. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Noise Assessment Study is to be completed and the recommendations of the report may require Warning Clauses and/or conditions to be registered on title.

52. Noise Levels - Village Lots 1, 3, 4, 5, 6, 7, 8, 13, 14 and 36. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that sound levels due to increasing traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City of Ottawa's and the Ministry of the Environment's noise criteria.

In addition, the Transferee acknowledges being advised that noise levels due to increasing traffic on Apple Orchard Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants and that additional attenuation measures are not proposed.

Moreover, the dwelling units will be fitted with a forced air duct heating system suitably sized and designed to permit future installation of a central air-conditioning system by the occupant. If the Transferee (owner/occupant) wishes to install central air-conditioning, the outdoor unit must be located in a noise insensitive location, in conformity with the zoning by-laws of the city of Ottawa and the final installation is to meet with the Ministry of the Environment and Energy criteria for the installation of Residential Air Conditioning in Publication NPC-216.

The Transferee covenants with the Transferor that the above clause, verbatim, shall be included in all subsequent Agreements of Purchase and Sale and Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the subsequent owners of the said lands and the owner of the adjacent road.

53. Easement – Country Estate Lots 1, 2, 18 and 19. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that easements are required to be granted over part of this land to the City of Ottawa to operate, maintain and if required, modify a Stormwater Management Pond, Access Road and Outlet Control Structure, such easement lands to remain as an open area which will not be maintained for grass cutting by the City of Ottawa. The Transferee further acknowledges being advised that he will not be permitted to have any access to these lands for any purposes.

54. Zoning. The Owner acknowledges and agrees that zoning by-law provisions will require a minimum 15 metre “no touch” setback from the top of the bank and a 30 metre “no development” setback from the high water mark of Grey’s Creek Municipal Drain where the construction of structures and septic systems will be prohibited and that these setbacks will be shown on a draft reference plan prior to registration of the Plans of Subdivision and easements will be conveyed to the City immediately following registration.

55. Construction. (a) The Owner covenants and agrees to have construction traffic for the Subdivisions gain ingress and egress via Apple Orchard Drive only, and it will post appropriate construction traffic signage to the satisfaction of the Director, Planning and Infrastructure approvals. (b) The Owner covenants and agrees to grade, landscape and install erosion control measures on any portion of the proposed lots or adjacent lands in its possession which have been filled or where the natural vegetation has been disturbed which, in the opinion of the Director, Planning and Infrastructure Approvals, is creating a nuisance, hazard and/or eyesore.

56. Fisheries. (a) The Owner acknowledges and agrees that parts of Country Estate Lots 9, 10 and 21 to 24 inclusive are subject to regulation under Ontario Regulation 724/94 (Fill, Construction and Alteration to Waterways Regulation) and that a permit will be obtained from South Nation Conservation Authority prior to construction or site alteration on the affected portion of any of the above mentioned Country Estate Lots.

(b) The Owner acknowledges and agrees that stormwater runoff from the Subdivisions outlets to the Grey’s Creek Municipal Drain, containing Type 2 fish habitat, and that in accordance with Section 35 of the Fisheries act, the harmful alteration, disruption or destruction of fish habitat is prohibited. The Owner further acknowledges that the South Nation Conservation Authority is the delegated authority acting on behalf of the Federal Department of Fisheries and Oceans, responsible for reviewing development applications in and around fish habitat and that any proposed alteration of the Grey’s Creek Municipal Drain must be reviewed in detail by the South Nation Conservation Authority which may require formal authorization pursuant to the provisions of the Fisheries Act.

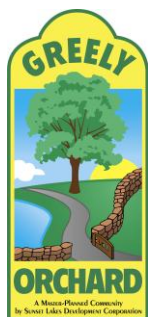
57. Rural Services. The Owner covenants and agrees to submit a Private Services Plan, prepared by a Civil Engineer licenced in the Province of Ontario, to the General Manager, Planning and Growth Management, for subdivision approval only, such plan to show proposed locations for the houses, sewage disposal systems and wells. The Owner acknowledges and agrees that the exact location of the sewage disposal systems will be determined at the time of the Building Permit application and will be subject to approval by the Ottawa Septic System Office and that any significant deviation in the location of the sewage disposal system is to be approved by the City.



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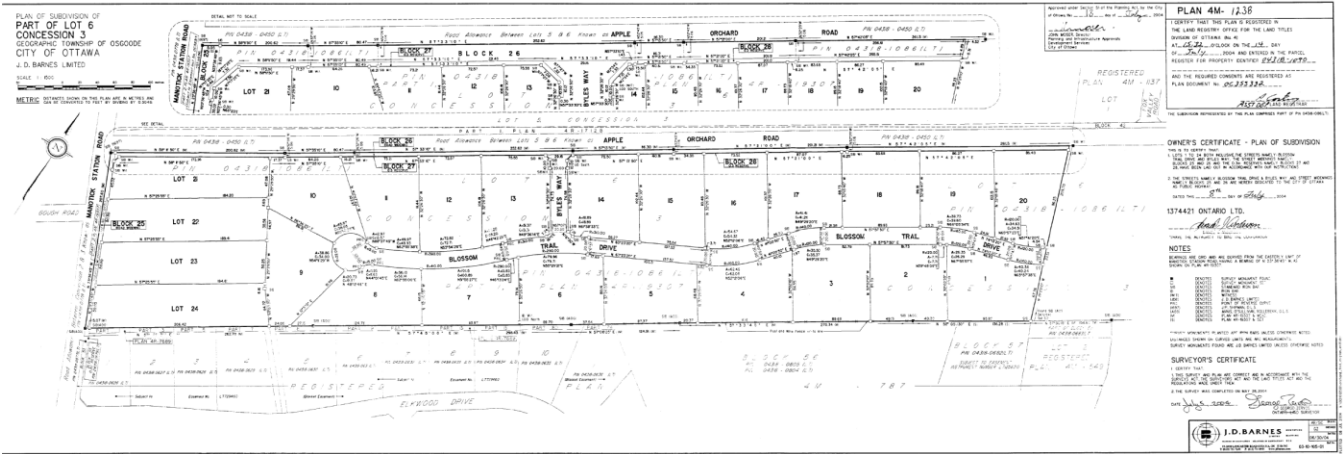
58. The Parties acknowledge that the Purchaser is acquiring a lot in an ungraded condition. It is the responsibility of the Purchaser to ensure that the final lot grading meets the approved grading and drainage design.

X \_\_\_\_\_  
Purchaser



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# Schedule "M"



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