Province of Ontario

Document General

Form 4 — Land Registration Reform Act

388 D

MD

FOR OFFICE USE ONLY

LT 1141636

CERTIFICATE OF RECEIPT
REGISTRAR (NO.) OF LAND TITLES
LAND REGISTRAR

'96 APR 25 pm 1:45

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 50 pages MD

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Nature of Document

Notice of Subdivision Agreement

(5) Consideration

Nil Dollars $

(6) Description

Parcels 3-1 and 4-1, Section Concession 2 Grimsby, in the Geographic Township of North Grimsby, in the Town of Grimsby, Regional Municipality of Niagara, County of Lincoln.

As more particularly described in Schedule 1 attached hereto.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

THE CORPORATION OF THE TOWN OF GRIMSBY, having an unregistered estate, right, interest or equity in the land registered in the name of Ricenberg Developments Limited and Gorvan Enterprises Limited, being described in Box (6) above, hereby applies under Section 74 of the Land Titles Act for the entry of a Notice of Subdivision Agreement (a copy of which is attached hereto) in the Register for the said parcel.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
Ricenberg Developments Limited (I have the authority to bind the Corporation)	Morris Rosenberg, Secretary - Treasurer	1996	03	26
Gorvan Enterprises Limited (I have the authority to bind the Corporation)	Morris Rosenberg, Secretary - Treasurer	1996	03	26

(11) Address for Service 1110 Sheppard Ave. East, #507, Willowdale, Ontario, M2K 2W2

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

Name(s)	Signature(s)	Date of Signature Y	M	D
The Corporation of the Town of Grimsby (We have the authority to bind the Corporation)	N. B. Andreychuk, Mayor	1996	04	15
	K. J. Vout, Town Clerk	1996	04	15

TOWN OF GRIMSBY

(13) Address for Service P. O. Box 159, 160 Livingston Avenue, Grimsby, Ontario, L3M 4G3

(14) Municipal Address of Property

Not Assigned

(15) Document Prepared by:

Public Works Department
Town of Grimsby
P. O. Box 159
160 Livingston Avenue
Grimsby, Ontario
L3M 4G3

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Fees and Tax	
Registration Fee	50 -
Total	

Additional Property Identifier(s) and/or Other Information

SCHEDULE 1

Firstly: Parcel 3-1, Section Concession 2 Grimsby, being that Part of Lot 3 in Concessions 1 and 2 of the original Township of North Grimsby, County of Lincoln and that Part of the Road Allowance between said Concessions 1 and 2, designated as Parts 1, 2, 3 and 4, Reference Plan 30R-1497 in the Town of Grimsby, Regional Municipality of Niagara.

Subject to an Easement in favour of The Corporation of the Town of Grimsby over that Part of Lot 3, Concessions 1 and 2, designated as Part 2, Reference Plan 30R-1497 as set out in Special Plan No. 76.

Secondly: Parcel 4-1, Section Concession 2 Grimsby, in the Geographic Township of North Grimsby, in the Town of Grimsby, Regional Municipality of Niagara, County of Lincoln, being composed of:

Firstly: Part of Lot 4, Concession 2, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13 and 14, Reference Plan 30R-7675;

Secondly: Part of Lot 3, Concession 2, designated as Parts 10 and 11, Reference Plan 30R-7675.

Subject to an Easement/Right of Way as created by Instrument No. 5150, more recently recited in Instrument Nos. 32153 and 579170 (1989) over Parts 4 and 5, Reference Plan 30R-7675.

Subject to an Easement in favour of The Corporation of the Town of Grimsby as in Instrument No. 138571 over Parts 2, 7, 9 and 11, Reference Plan 30R-7675.

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DORCHESTER ESTATES

THIS AGREEMENT made this 15TH day of APRIL, 1996

BETWEEN:

RICENBERG DEVELOPMENTS LIMITED and GORVAN ENTERPRISES LIMITED

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF GRIMSBY

OF THE SECOND PART;

- and -

DEANFIELD FARMS LIMITED, THE TORONTO DOMINION BANK, and SOPHIA CAROLINA GULDEMOND

OF THE THIRD PART;

WHEREAS Ricenberg Developments Limited represents that it is the owner in fee simple in possession of the Lands which are firstly described in Schedule "A" and Gorvan Enterprises Limited represents that it is the owner in fee simple in possession of the Lands which are secondly described in Schedule "A" hereto annexed; and

WHEREAS the Regional Municipality of Niagara has granted approval of Dorchester East Subdivision (formerly known as Magnolia Heights Phase II) and Dorchester West Subdivision (formerly known as Dorchester II) subject to conditions, contained in Schedules "G-1" and "G-2" hereto annexed including, inter alia, a condition that Ricenberg Developments Limited and Gorvan Enterprises Limited enter into a Subdivision Agreement with the Town of Grimsby concerning the provision and installation of all municipal services; and

WHEREAS The Toronto Dominion Bank is the Mortgagee of the Lands firstly described in Schedule "A" hereto annexed by virtue of a Charge/Mortgage of Land registered on May 4th, 1993 as Instrument No. LT122323, registered in the Land Registry Office of the Land Titles Division of Niagara North; and Deanfiled Farms Limited is the Mortgagee of the Lands secondly described in Schedule "A" hereto annexed by virtue of a Charge/Mortgage of Land registered on October 4th, 1988 as Instrument No. 572610 and subsequently amended by an Amending Agreement registered on November 26th, 1992 as Instrument No. 658563; and The Toronto Dominion Bank is the Mortgagee of the Lands secondly described in Schedule "A" hereto annexed by virtue of a Charge/Mortgage of Land registered on May 4th, 1993 as Instrument No. 665486; and

WHEREAS Sophia Carolina Guldemond has an interest in the Lands pursuant to an Agreement dated April 5th, 1978 and registered on April 7th, 1978 as Instrument No. 375394, as

registered in the Land Registry Office of the Registry Division of Niagara North (No.30); and

WHEREAS this Agreement is made to satisfy the said Conditions of Approval;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town recommending the approval of the Plans of Subdivision to The Regional Municipality of Niagara and the covenants herein contained, the parties agree as follows:

1. **DEFINITIONS**

In this Agreement:

(a) ASSUMPTION BY-LAW means a by-law passed by The Corporation of the Town of Grimsby accepting all of the Works to be constructed hereunder.

(b) BUILDING means a building as defined in Section 1(b) of The Building Code Act, S.O. 1992, Chapter 23.

(c) BUILDING PERMIT means a Permit issued by the Chief Building Official of The Corporation of the Town of Grimsby approving an application for the construction of a Building or structure for which such Permit is required pursuant to the provisions of the Building By-Law of The Corporation of the Town of Grimsby and amendments thereto.

(d) CHIEF BUILDING OFFICIAL means the Chief Building Official of the Corporation of the Town of Grimsby appointed pursuant to the Building Code Act.

(e) COMMISSION means the Grimsby Hydro-Electric Commission.

(f) CONSULTING ENGINEER means the person or persons registered with the Association of Professional Engineers of Ontario who are employed to provide engineering services on behalf of the Developer for the Plans of Subdivision.

(g) COST OF CONSTRUCTION means the costs of construction approved by the Director and may include engineering fees ancillary thereto.

(h) COUNCIL means the Council of The Corporation of the Town of Grimsby.

(i) Developer means Ricenberg Developments Limited and Gorvan Enterprises Limited, their successors and assigns, and includes their successors in title to the Lands or a Lot shown on the Plans of Subdivision.

(j) DIRECTOR means the Town of Grimsby's Director of Public Works.

(k) FINAL CERTIFICATE OF COMPLETION OF SERVICES means the Certificate issued by the Director after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for takeover by the Town.

(l) FRONT LOT LINE means the lot line that divides the Lot from the Street, provided, however, that:

(i) in the case of a corner lot, the shorter Street Line shall be deemed to be the Front Lot Line and the longer Street Line shall be deemed to be the side lot line; but

(ii) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider Street or abuts a Regional Road or highway shall be deemed to be the Front Lot Line and in the case of both Streets being under the same

jurisdiction or of the same width, the Owner of such corner Lot may designate either Street Line as the Front Lot Line.

(m) FRONTAGE OF LOT means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the Lot frontage is to be measured by a line 30 feet back from and parallel to the chord of the Lot frontage and for the purpose of this Paragraph the chord of the Lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Lines.

(n) LANDS means the Lands described in Schedule "A" hereto annexed.

(o) LOCAL IMPROVEMENTS shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other Local Improvements as are defined by The Local Improvement Act, R.S.O. 1990, Chapter L.26 or The Municipal Act, R.S.O. 1990, Chapter M.45.

(p) LOT means the whole of a parcel or tract of Lands as shown on the Plans of Subdivision of the Lands described in Schedule "A" hereto.

(q) MORTGAGEES means Deanfield Farms Limited and The Toronto Dominion Bank.

(r) OWNER means the Applicant for a Building Permit for one of the Lots and includes the person on whose behalf an Application for a Building Permit is made.

(s) PERIMETER STREET means:

(i) an existing Street which abuts Lands included in the Subdivision in or upon which the Developer is required to install public services or contribute to the installation of public services; or

(ii) a new Street included in the Subdivision in or upon which the Developer is required to install public services and which abuts the Lands in other ownerships.

(t) PLANS OF SUBDIVISION means the Plan or Plans of Subdivision over the Lands pursuant to the provisions of The Planning Act, R.S.O. 1990, Chapter P.13 and PLAN shall have the same meaning.

(u) PRELIMINARY CERTIFICATE OF COMPLETION OF PRIMARY SERVICES means the Certificate issued by the Director upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period.

(v) PRIMARY SERVICES means all public utilities and all municipal services including, without restricting the generality of the foregoing, storm sewers, sanitary sewers, watermain, roads (including base coarse asphalt and curbs and gutters), street lighting and drainage works and swales.

(w) PUBLIC UTILITIES means Bell Telephone, hydro electric system and natural gas systems and, when approved by the Director, Cable TV.

(x) RESERVE STRIP means a parcel of land conveyed by the Developer to the Town in fee simple and free of encumbrances abutting a Street Line and separating the Street from the next abutting Lot or block for the purpose of preventing legal access from the said Street to the said Lot.

(y) SECONDARY SERVICES means all works to be installed, constructed, or erected which are not Primary Services.

(z) SEPARATE PERIMETER STREET means an existing Street not abutting the Lands included in the Subdivision, in or upon which the Developer is required to install public services.

(aa) STREET has the same meaning as "Highway" in The Municipal Act, R.S.O. 1990, Chapter M.45, that is, a common and public highway, including a street and bridge forming part of a highway or on, over or across which a highway passes and "road allowance" shall have the same meaning.

(bb) STREET LINE means the same as Front Lot Line.

(cc) SUBDIVISION means the division of a parcel of land into lesser parcels by means of a registered plan.

(dd) TOWN means The Corporation of the Town of Grimsby.

(ee) TOWN OF GRIMSBY DATUM means the reference plans to which all municipal engineering elevations in the Town of Grimsby are referred.

(ff) TREASURER means the Treasurer of The Corporation of the Town of Grimsby.

(gg) WORKS means all Primary Services and Secondary Services , both internal and external, required to service the Lands.

2. LAND AFFECTED

The Lands to be subdivided by the Plan are those Lands described in Schedule "A" attached hereto and the Plan shall be registered against all of such Lands.

3. GENERAL PROVISIONS

(a) The Developer shall pay before final approval of the Plans of Subdivision is requested all arrears of taxes and all taxes for the current year owing in respect of the Lands and the Buildings situate thereon.

(b) The Developer shall commute and pay to the Town before final approval of the Plans of Subdivision are requested any and all local improvement rates assessed against the Lands.

(c) The Town shall cause this Agreement to be registered against the title to the Lands and at its option against the title to every Lot shown on the Plans of Subdivision.

(d) If, after this Agreement is executed, the Town, the Ministry of the Environment and Energy, the Ministry of Natural Resources, the Minister of Housing or The Regional Municipality of Niagara shall impose any further condition or requirement which is not contained herein, then the Developer shall forthwith upon demand enter into such further Agreement or give such further assurances as the Town may require and the Developer shall not contravene any condition or requirement of the Minister of Housing or The Regional Municipality of Niagara notwithstanding that the same is not contained herein.

(e) The Developer shall cause the final Plans of Subdivision as approved by The Regional Municipality of Niagara to be registered within thirty (30) days after their approval.

(f) In the event that any monies payable hereunder to the Town have not been paid within thirty (30) days after the date when the same becomes due and payable, then

interest shall be paid on the amount so payable at a rate equal to the prime lending rate at the Chartered Bank with which the Town is then doing business, plus two per cent (2%) per annum calculated from the date that the said monies become payable, adjusted at the beginning of each fiscal year and that interest be charged after each thirty (30) day interval that the accounts are outstanding.

(g) The Developer shall reimburse the Town for all fees and disbursements incurred by it in connection with the preparation, approval, execution and registration of this Agreement and in connection with the preparation and enactment of any by-law or registration of any subsequent Agreements which may be required to implement this Agreement.

(h) Unless the context otherwise requires, where under this Agreement the Developer is obligated to make any payments, or install or construct or carry out any Works, services or action, the provision therefor contained herein shall be deemed to include the words "at the expense of the Developer."

(i) All Streets and properties abutting on the Plans of Subdivision or used for access to the Lands during the installation or construction of the Works or during the construction of Buildings upon the Lots shall, at all times, be kept in a good, clean and useable condition and, if damaged or littered, shall be restored immediately to the Town's requirements.

(j) All trucks making deliveries to or taking materials from the Lands included within the Plans of Subdivision shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting Streets or properties.

(k) Any Lands required to be conveyed by the Developer in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Developer shall complete all services for the Lands in accordance with the terms of this Agreement.

(l) The Developer shall ensure that adequate dust control and mud tracking control measures are carried out during the construction of all Works and Buildings upon the Lands.

(m) In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Town to do so, which consent shall be conditional upon the Developer registering such Plans in such order as determined by the Town and upon registering such Plans concurrently. The Developer shall not register a Plan over part of the Lands without prior written consent of the Town.

4. LAND FOR MUNICIPAL PURPOSES

(a) Any dead ends and/or open sides of road allowances created by the Plans of Subdivision may be terminated in one-foot reserves as required by the Town and such reserves shall be conveyed by the Developer to the Town in fee simple, free of all encumbrances.

(b) All of the road allowances shown on the Plans of Subdivision shall be dedicated by the Developer as public highways.

(c) All road allowances shown on the Plans of Subdivision shall be named to the satisfaction of the Town.

(d) All Lands required by the Town for Public purposes as described in Schedule "B", hereto attached, shall be conveyed by the Developer to the Town in fee simple, free of all encumbrances.

(e) The Developer shall convey to the Town, to a public utility company or to the Commission, such easements as may be required for utility or drainage purposes in, over, across and under that part of the Lands described in Schedules "C" and "D", hereto attached. The easements shall be prepared by the Town's Solicitor in form satisfactory to him.

(f) The Developer shall convey to the Grimsby Cable TV Company at the expense of the Grimsby Cable TV Company easements to be enjoyed in common with the easements in favour of the Grimsby Hydro-Electric Commission in, over, under and across the Lands described in Schedule "D" for cable TV purposes.

(g) The Developer shall, prior to the final approval of the Plans of Subdivision, at their expense, obtain and convey to the Town such further easements that in the sole discretion of the Director are required for the construction of the public services to be constructed hereunder.

5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

(a) The Developer shall employ a competent and qualified Consulting Engineer approved by the Director, to:

(i) carry out all soil investigations required by the Director; and

(ii) design all of the Works required to be completed by this Agreement; and

(iii) prepare plans, profiles and specifications for the Works and to submit detailed plans, profiles and specifications to the Director for approval prior to the installation or construction of such Works; and

(iv) obtain, in conjunction with the Town, all of the necessary approvals prior to the installation or construction of the Works; and

(v) prepare and furnish estimates of the cost of installation and construction of the Works to the Director; and

(vi) call tenders for the installation of construction of the Works; and

(vii) obtain the approval from the Director of the Contractor employed to install or construct the Works; and

(viii) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement; and

(ix) maintain all of the records of the installation or construction of the Works and submit a copy of the same to the Director; and

(x) supply to the Director "as constructed" drawings of all of the Works installed or constructed by the Contractor at the time of completion of Primary Services; and

(xi) obtain from the Director the details regarding the form and scale of these drawings prior to their presentation; and

(xii) on the completion of the installation or construction of the Works, to supply the Town with a Certificate that the Works were installed or constructed in accordance with the approved plans and specifications; and

(xiii) provide the Director with individual record sheets for all sewer and water service location and depths; and

(xiv) accompany the Director on the final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Town; and

(xv) supervise the construction of any remedial work which the Director may direct; and

(xvi) provide Building levels for construction purposes as hereinafter provided; and

(xvii) furnish the Director with the Preliminary Lot Grading Certificate for each Lot for which an Application for a Building Permit is made in accordance with Paragraph l6 of this Agreement; and

(xviii) prepare and provide the Town with the Final Lot Grading Certificate for each Lot in accordance with Paragraph l6 of this Agreement.

(b) The Developer shall not install Works prior to the receipt by it in writing of the approval of the Director of the detailed plans and specifications therefor.

(c) The Developer shall pay all accounts submitted by the Director for engineering design and inspection for the Works to be installed or constructed hereunder.

(d) All of the Works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Consulting Engineer at the expense of the Developer.

6. ROADS, SIDEWALKS, DRIVEWAY APPROACHES, SIGNAGE

(a) ROADS

(i) The Developer shall rough grade to the Town's specifications the full width of all road allowances as shown on the Plans of Subdivision prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Director and is conducive to the interim drainage requirements of the Plans of Subdivision. The topsoil so stockpiled shall be used to grade the Lots and boulevards after construction thereon in accordance with the Lot Grading Plan filed with and approved by the Director. Topsoil shall not be removed from the Lands for any reason unless the prior written approval of the Director to the removal of such topsoil is received.

(ii) The Developer shall keep all boulevards and easements clean and clear from all materials and obstructions which, in the opinion of the Director, can or may interfere with the installation or construction of gas, telephone, co-axial, hydro-electric or other services.

(iii) The Developer shall construct, install and complete roadways, curb and gutters on all road allowances shown on the Plans of Subdivision.

(b) SIDEWALKS

The Developer shall construct concrete sidewalks as shown on the construction drawings and as approved by the Director of Public Works.

(c) DRIVEWAY APPROACHES

All driveway approaches between the curb line and the sidewalk or, in the absence of a sidewalk, between the curb line and the Street Line shall be paved by the Developer by no later than the lst day of November in the year after the year in which the Buildings served by the driveway approaches are occupied.

The Developer shall provide driveway curb cuts and granular driveway access on the boulevard prior to occupancy of the Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.

(d) STREET AND TRAFFIC SIGNS

Street and traffic signs shall not be erected or installed until they are approved by the Director and they shall be supplied and erected by the Town at such locations as are required by and approved by the Director.

(e) GENERAL

All Works required to be installed or constructed hereunder by the Developer shall be installed or constructed in accordance with the Town's standard specifications therefor at the date of the commencement of the installation or construction of such Works.

7. SEWERS

(a) The Developer shall construct a storm sewer system, including manholes, catch basins, minimum 150mm diameter house service connections and other appurtenances to adequately service the Lands included within the Plans of Subdivision and all or any portion of the ultimate drainage area in which the Lands are located. All storm sewers shall be constructed in accordance with the designs and plans therefor approved by the Director and the construction and materials shall be in accordance with the requirements of the Director.

(b) All rainwater leads shall discharge on the surface of lawns and away from the Building and shall not be connected to the storm sewer or sanitary laterals.

(c) The Developer shall, prior to the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director with plans showing the location and depth of each storm lateral and sanitary lateral constructed to serve the Buildings to be erected upon the Lots.

(d) The Developer shall construct a sanitary sewer system, including minimum l00 millimetre house service connections from the sewer to the Street Line and other appurtenances to adequately service the Lands included within the Plans of Subdivision. All sanitary sewers shall be constructed according to designs approved by the Director and the construction of such sanitary sewers and the materials used therein shall be in accordance with the specifications therefor.

(e) The sanitary and storm sewer systems shall be flushed by high velocity sewer flushing equipment after the placement of the base course asphalt upon the Streets as shown on the Plans of Subdivision.

(f) The Developer shall cause the sanitary sewer system to be inspected by closed circuit television camera prior to issuance of the Preliminary Certificate of Completion of Primary Services and the results thereof shall be provided to the Director for review. Prior to the issuance of the Final Certificate of Completion of Services by the Director as set out in Sections 15(f) and 15(g), the Developer shall carry out a second TV inspection of the sanitary sewer system and the results thereof shall be provided to the Director. In the event that the results of either inspection are not satisfactory, in the opinion of the Director, then the Developer shall take such remedial steps including re-televising the repairs as may, in the opinion of the Director, be required.

(g) All sanitary sewer systems shall be tested either by infiltration or by exfiltration and the method of testing shall be in the sole discretion of the Director.

(h) Foundation drains shall not be connected to the sanitary sewer system.

8. **WATERMAINS**

(a) The Developer shall construct a complete watermain system or systems for the purpose of servicing the Plans of Subdivision according to the Town's specifications current at the date of commencement of the construction of the watermain system. The said watermain system or systems shall include valves, hydrants and house water service connections, complete with curb stop and box from the watermain to the Street Line.

(b) All watermains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with Town requirements and approved by the Director of Public Works.

(c) The Developer shall, prior to requesting the issuance of the Preliminary Certificate of Completion of Primary Services, supply the Director with Lot plans showing the location of the water lines serving each dwelling to be erected upon the Lots.

9. **UNDERGROUND ELECTRICAL, BELL, CABLE TV AND STREET LIGHT DISTRIBUTION SYSTEMS**

(a) The Developer shall arrange with the Commission for the design, provision and installation of all electrical transmissions and distribution systems that may be required to serve all of the Lots shown on the Plans of Subdivision with electrical power in locations and in accordance with the specifications therefor approved by the Commission and the Director. All such facilities shall be installed underground unless specific external systems are approved by the Commission. The cost of providing such facilities shall be borne by the Developer.

(b) The Developer shall arrange with the Commission for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to the Commission upon receipt of a statement of account therefor.

(c) All utility systems required to serve the Lots shown on the Plans of Subdivision including, without restricting the generality of the foregoing, telephone cables and co-axial cables, shall be installed underground with pad-mount transformers.

(d) The Developer shall, at their expense, supply, construct and install a street lighting system complete with underground wiring to serve the Lands in accordance with the Town's standards and specifications current at the date of the commencement of the construction and installation of the street lighting system, and approved by the Director in writing. The construction and installation of the street lighting system shall be completed to the satisfaction of the Director and the Commission.

10. SODDING AND LANDSCAPING - LOTS, PARKLANDS and PUBLIC LANDS

(a) The Developer shall grade and place a minimum of fifty millimeters of topsoil, together with No. 1 nursery sod on all portions of road allowances not covered by asphalt or sidewalks shown on the Plans of Subdivision and along that side of the Plans of Subdivision abutting on adjacent existing Streets. All sodding as herein described shall be considered as Secondary Services for the Plans of Subdivision and shall be completed at the time of or within three months after the final sodding of the Lot in accordance with the approved Final Lot Grading Certificate.

(b) The Developer shall be responsible for and ensure that each Lot within the Plans of Subdivision is:

(i) fine graded in accordance with the Lot grading plans and that a Final Lot Grading Certificate is prepared by the Consulting Engineer and approved by the Town and;

(ii) sodded with No. 1 nursery sod within twelve (12) months of initial occupancy of the Building, in all areas of the Lot including front yards, side yards and rear yards not covered by structure, driveway or walkway; and that all sodding is maintained until it has become established.

(c) In order to maintain a high standard of amenity and appearance, the Developer shall:

(i) retain the maximum number of existing trees as approved by the Director consistent with good subdivision design and conservation practices; and

(ii) pay to the Town for deposit in the General Tree Planting Reserve Funds, a sum in accordance with Schedule "F" to cover the Town's cost of purchasing, planting and maintaining trees within the Plan.

(d) Unless exempted by the Director, all Lands conveyed to the Town shall be serviced, sodded and landscaped within eighteen (18) months from the date of registration of the Plans of Subdivision or such extension of such time period as may be approved by the Director in writing.

11. GRADING AND STAKING

(a) The Developer shall:

(i) submit plans and profiles to the Director showing, by reference to Geodetic Elevations, the existing and final elevations of all Lots; and

(ii) provide a Geodetic Bench Mark at such locations as is approved by the Director; and

(iii) provide spot level figures at each corner of each Lot and at the middle of each Lot at a location which is thirty (30) feet from the Street indicating the true elevation of the natural ground at that point. The said spot level figures shall be indicated by special symbol notation and the location thereof shall be secured by means of a survey party in the field and shall not be calculated by interpolating between the contour lines; and

(iv) provide calculated spot level figures at the same locations as indicated in Sub section (iii) hereof to show the levels to which the ground is to be altered. These calculation figures shall be indicated by symbol contrasting to the natural elevation figures referred to in Sub section (iii) hereof, and the said calculated spot level figures shall be approved by the Director.

(b) All Buildings erected on the Lots shall conform to the elevations and the spot levels in accordance with the Grading Plan approved by the Director.

(c) The grading of all Lands shown on the Plans of Subdivision including all Lands to be conveyed to the Town pursuant to this Agreement shall be graded in accordance with the Lot Grading Plan filed with and approved by the Director.

12. BACKLOT DRAINAGE AND EROSION AND SEDIMENT CONTROL

(a) Until the completion of all Buildings on the Lots, the Developer shall ensure that the rear yards and side yards of each of the Lots are properly graded and completed to prevent the ponding of surface water on the Lots or on adjacent Lands outside the Subdivisions.

(b) All drainage ditches, swales or depressions within the Plans of Subdivision shall be fine graded and maintained with approved silt traps. The Developer shall comply with the Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites, dated May 1987, to the satisfaction of the Director.

13. PRIMARY SERVICES AND PRELIMINARY CERTIFICATE OF COMPLETION OF PRIMARY SERVICES

(a) The Developer shall proceed with the installation or construction of the work required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one year after the date of the registration of the Plans of Subdivision. The Director may extend the time for the completion of the Primary Services or any of them for such length of time as he may deem expedient upon the written application of the Developer.

(b) The performance by the Developer of their obligations hereunder to the satisfaction of the Director shall be a condition precedent to the acceptance by the Town of the Works or any of them.

(c) Prior to the issuance by the Director of the Preliminary Certificate of Completion of Primary Services, the Developer shall:

(i) furnish the Director with a Statutory Declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of the Primary Services required to be installed or constructed hereunder have been

paid and that there are no outstanding debts, claims or liens in respect of the Primary Services or any of them; and

(ii) provide the Director with a Certificate signed by the Consulting Engineer certifying that the Primary Services have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Town of Grimsby and plans and specifications as approved by the Director.

(d) The Director shall furnish the Developer with a Preliminary Certificate of Completion of Primary Services upon the completion by the Developer to the satisfaction of the Director of the installation or construction of the Primary Services and the receipt by the Director of the Maintenance Guarantee as required by Paragraph 20 hereof, and the satisfaction by the Developer of all other requirements of this Agreement and the plans and specifications.

(e) The Director may, at his sole discretion, issue the Preliminary Certificate of Completion of Primary Services without the complete installation of the street lighting and Public Utilities to service the Lots subject to a satisfactory written commitment for their installation by the Utility Companies being provided and accepted by the Town.

14. SECONDARY SERVICES

(a) With the exception of the asphalt surface course and the sodding required by Sections 10(a) and 10(b), all Secondary Services shall be completed within 18 months after the date of the registration of the Plans of Subdivision. The Director may extend the time for completion of the Secondary Services or any of them for such length of time as he may deem necessary upon the written application of the Developer.

(b) The final asphalt surface course shall be completed no sooner that twenty four (24) months and no later than thirty six (36) months after issuance of the Preliminary Certificate of Completion of Primary Services or as directed by the Director.

15. MAINTENANCE AND ASSUMPTION OF THE WORKS

(a) Until the Town issues the Final Certificate of Completion of Services, the Developer shall be responsible for all costs incurred by the Town for snow plowing and any street sweeping on the Lands and such costs shall be in addition to all other amounts paid or payable to the Town in accordance with this Agreement. The amount of any such maintenance work incurred by the Town shall be paid by the Developer in accordance with Section 15(d) hereof.

(b) The Developer shall, at their own expense and to the satisfaction of the Director, repair and maintain all Works and other public services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Preliminary Certificate of Completion of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.

(c) The Town shall, notwithstanding the obligations to maintain herein set forth, have the right to enter on the Lands and carry out the necessary maintenance or repair:

(i) without notice to the Developer where in the sole opinion of the Director, an emergency condition exists or where the Streets have not been kept free of mud and dust; and

(ii) where repairs to or maintenance of the Works have not been completed within forty-eight (48) hours after a notice requiring such repairs or maintenance has been forwarded to the Developer.

(d) The cost of any repair or maintenance work undertaken by the Town pursuant to the provisions hereof shall be borne by the Developer and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account therefor has been forwarded to the Developer at their last known address. If the Developer fails to pay the amount due to the Town within such thirty-day period, then the Town may and is hereby expressly authorized to deduct the amount owing to it for such repairs or maintenance from any monies or Letters of Credit deposited by the Developer with the Town pursuant to the provisions hereof.

(e) The decision of the Director that repairs or maintenance to the Works are required or that an emergency state exists requiring immediate repair or maintenance to such Works shall be final, conclusive and incontestable.

(f) After the expiry of the maintenance period provided for in Section 15(b) hereof, the Town shall subject to the compliance by the Developer with Section 15(g) hereof, issue a Final Certificate of Completion of Services upon the application of the Developer; provided, however, that the Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director, the Developer is in default of their obligations to repair, construct or maintain any of the Works pursuant to this Agreement.

(g) The application of the Developer for the Final Certificate of Completion of Services shall include the following:

(i) a Statutory Declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works or any of them;

(ii) a Certificate signed by the Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Town of Grimsby and the plans as approved by the Director;

(iii) the original Mylar Construction Drawings showing each of the Works "as constructed"; and

(iv) the Certificate of a registered Ontario Land Surveyor certifying that he has currently found and/or replaced all one inch (1") standard bars as shown on the registered Plans of Subdivision.

(h) The issuance by the Town of the Final Certificate of Completion of Services may be witheld until Eighty Percent (80%) of the Lots have been built upon with Buildings completed to Ontario Building Code occupancy requirements and that the Final Grading Certificate for the Lots have been approved by the Director.

(i) Upon the approval by the Town Council of the Final Certificate of Completion of Services, the Director shall request that the Town Council pass an Assumption By-Law.

(j) The Developer shall guarantee all Secondary Services including any repairs and maintenance performed by it pursuant to Section 15(b) or by the Town pursuant to Section 15(c) for a minimum period of twelve (12) months from the date of completion of

the said services, repairs and maintenance, notwithstanding that the three (3) year period of maintenance provided for under Section 15(b) has elapsed.

16. BUILDING PERMIT AND LOT GRADING

(a) All Buildings or other structures erected on each of the Lots shall be provided with gravity drains for basement floors and footings.

(b) Unless otherwise determined by the Director, Building Permits shall not be issued nor shall excavation for Buildings be commenced on any of the Lots shown on the Plans of Subdivision:

(i) until the Preliminary Certificate of Completion of Primary Services has been issued by the Director;

(ii) until a Preliminary Lot Grading Certificate has been deposited and approved by the Director pursuant to Section 16(d) hereof and has been approved by the Director;

(iii) if there is default in any of the provisions contained in this Agreement;

(iv) until the Developer has deposited the Performance Bond Deposits required pursuant to Section 22 hereof;

(v) except in compliance with The Ontario Building Code and all By-Laws of the Town; and

(vi) until the Lot for which a Permit is applied for has been connected to the public sewer and watermain.

(c) Notwithstanding anything herein contained, the Town may refuse to issue Building Permits if there has been default in any of the provisions of this Agreement.

(d) The Preliminary Lot Grading Certificate to be filed with the Director in accordance with Sub section 16(b)(ii) hereof, shall be prepared and certified by the Consulting Engineer and shall be in accordance with the Town's specifications and standards current at the date of its preparation and shall show at least the following:

(i) The proposed location of the Building upon the Lot for which the application for a Building Permit is being made;

(ii) The width of the side yards, rear yard and front yard;

(iii) Easements;

(iv) The elevation of the floor of the garage of the proposed dwelling or, if a garage is not to be constructed, the elevation of the ground floor of the dwelling;

(v) The elevation of all Lot corners; and

(vi) A Certificate in writing from the Consulting Engineer that the elevations of the proposed dwelling comply with the elevations of the Lot for which the Building Permit is being applied for, as shown on Schedule "E" attached hereto.

(e) The Final Lot Grading Certificate to be filed with the Director in accordance with Sub section 22(c) hereof, shall be prepared and certified by the Consulting Engineer and

shall be in accordance with the Town's specifications and standards current at the date of its preparation and shall show at least the following:

(i) That the Consulting Engineer has inspected the Lot for which the Final Lot Grading Certificate has been filed;

(ii) That the Lot has been graded and sodded in accordance with this Agreement and the approved Preliminary Lot Grading Certificate; and

(iii) That the elevations of the dwelling constructed upon the Lot are in accordance with the elevations set out in Schedule "E" hereto attached.

17. FINANCIAL LIABILITY AND INSURANCE

(a) Before commencing any of the Works, the Developer will deposit a Public Liability and Property Damage Insurance Policy with the Town in the minimum sum of $2,000,000.00 or such greater amount as the Town deems advisable, indemnifying the Town from any loss arising from claims for damages, injury or otherwise in connection with the Works to be performed hereunder by the Developer, their servants or agents in, on or about the Lands included within the Plans of Subdivision or adjacent thereto.

(b) The said policy shall be in effect for the period of this Agreement, including the maintenance guarantee period and shall not contain an exclusion for blasting.

(c) The Developer shall be responsible to renew the policy as may be required by the Director. The issuance of the said policy of insurance shall not be construed as limiting the liability of the Developer or relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.

18. LETTER OF CREDIT

(a) Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Town a Letter of Credit drawn upon a chartered bank in favour of the Town and in a form satisfactory to the Treasurer, in an amount approved by the Director, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Town in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:

(i) payment of twenty percent (20%) of the approved estimated costs of the construction of the Primary Services to service the Lands, plus one hundred percent (100%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "F", Financial Obligations and Cost of Construction, attached; and

(ii) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Town pursuant to this Agreement.

(b) The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as estimated in the sole discretion of the Director, plus one hundred percent (100%) of the estimated costs of the completion of all outstanding Primary and Secondary Services plus all other outstanding costs payable under this Agreement, plus the ten percent (10%) Maintenance Guarantee as required under Paragraph 20 of this Agreement, plus any Construction Lien Act requirements are all, in total, less than the amount of the Letter of Credit held by the Town. In such an

instance, the amount of the Letter of Credit may, in the sole discretion of the Director, be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:

(i) Progress Certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works; and

(ii) a request for reduction in the amount of the Letter of Credit in the form approved by the Director; and

(iii) proof of payment in a form satisfactory to the Director of the amounts paid on account of the completed Works to the date of the application for reduction.

Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of The Construction Lien Act.

(c) The Developer shall pay the cost of the Works and the fees of the Consulting Engineer and the Ontario Land Surveyor.

19. INHIBITING ORDER ON THE LANDS

The Developer shall not transfer or otherwise deal with the Lands or any part thereof and also acknowledges and agrees that the Town shall register an Inhibiting Order preventing transfer of all or any part of the Lands until such time as the Director has issued the Preliminary Certificate of Completion of Primary Services for the Lands.

20. MAINTENANCE GUARANTEE

(a) The Letter of Credit deposited by the Developer pursuant to Paragraph 18 hereof may, upon the completion of the Primary Services, and prior to the acceptance of the Primary Services by the Town, at the Director's discretion, be reduced to an amount equal to ten per cent (10%) of the estimated Total Construction of Services in Schedule "F" plus the value, as estimated by the Director, of any uncompleted Works including Secondary Services and such Letter of Credit shall be retained by the Town as a Maintenance Guarantee to guarantee the workmanship and materials of the Works for a minimum period of three (3) years from the date of issue by the Town of the Preliminary Certificate of Completion of Primary Services as established in Section 15(f) hereof.

(b) The Letter of Credit may be realized upon by the Town if the Developer defaults in any payment or condition contained herein.

(c) The Developer shall be conclusively deemed to be in breach of the covenant contained in Section 18(c), if, in the case of the cost of the Works or the fees of the Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to The Construction Lien Act, R.S.O. 1990, Chapter 30 and, if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Director in accordance with Section 24(b) hereof.

21. DEVELOPMENT CHARGES

The Development Charges for a Building unit shall be calculated and paid in full on the date the Building Permit is issued for such Building unit. The amount of Development Charges to be paid shall be the amount which, at the time of payment, is imposed by the Town upon Building units in accordance with the Town's current Development Charges By-Laws.

22. BUILDING PERMIT PERFORMANCE BOND

(a) The Owner or his authorized agent shall deposit, as a Performance Bond, in addition to all charges payable, the amount as set out and in accordance with the Town's Building Permit By-Laws for each unit for which an application for a Building Permit is made. The amount of security required as Performance Bond shall be deposited in cash or cheque payable to the Town or by a Letter of Credit in favour of the Town where more than five (5) Building Permits are applied for simultaneously.

(b) Alternatively, where the Developer is the Owner and the Developer is entitled to a reduction in the Letter of Credit pursuant to Paragraph 18 hereof, the Developer may apply in writing to the Director to have the Letter of Credit reduced and request that an amount equal to the required security deposit for each Building Permit application be withheld by the Town as Performance Bond deposits.

(c) The said Performance Bond deposits shall be returned by the Town to the Depositor upon compliance by the Owner of all the requirements of the Bond, the Building Permit By-Laws and this Agreement including the deposit to the Town of the Final Grading Certificate for the Lot to the satisfaction of the Director. In the event of any default in complying with any of the terms of this Agreement on the part of the Owner, or any damage to any of the Works, however caused, then the Performance Bond deposits may, at the option of the Director, be forfeited, in part or in whole, as Liquidated Damages.

23. ADMINISTRATION FEES

Notwithstanding that the Letter of Credit amount shall be based in part, on twenty percent (20%) of the estimated construction costs of the Primary Services, The Developer shall pay to the Town an administration charge for the processing of the Plans of Subdivision, a percentage based upon one hundred percent (100%) of the Town's estimated costs of construction of the services being the "Sub Total - Construction of Services" in Schedule "F", hereto attached, as follows:

(a) 4% of the total cost of services up to $100,000.00 with a minimum of $2,000.00; and

(b) 3-1/2% of the total cost of the services in excess of $100,000.00 up to $500,000.00; and

(c) 3% of the total cost of the services in excess of $500,000.00 and shall be payable in cash to the Town at the time of signing of this Agreement.

24. DEFAULT

(a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an Assignment for the benefit of creditors, the Town, at its option, may declare that the Developer is in default.

(b) Notice of such default shall be given by the Town and if the Developer does not remedy such default within such time as provided in the notice, the Town may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default thereof to the Developer.

(c) Upon Notice of Default having been given, the Town may require all work by the Developer, their servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.

(d) Upon final default of the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

(i) Enter upon the land shown on the Plans of Subdivision by its servants, agents and contractors and complete any work, services, repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;

(ii) Make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;

(iii) Retain any sum of money heretofore paid by the Developer to the Town for any purpose and apply the same in payment or part payment for any work which the Town may undertake;

(iv) Assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefor;

(v) Bring action to compel specific performance of all or any part of this Agreement or for damages;

(vi) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

25. RESCISSION OF AGREEMENT

(a) In the event that the Plans of Subdivision are not registered within one year from the date hereof, then the Town may, at its option and on one month's notice in writing to the Developer, declare this Agreement null and void and may register against the title to the Lands included within the Plans of Subdivision a notice to that effect.

(b) The Developer shall not sell or convey any Lot or block shown on the Plans of Subdivision until this Agreement is registered on title.

26. RIGHT OF ENTRY

The Developer shall obtain from any Purchaser of any of the Lots shown on the Plans of Subdivision, a licence permitting the Developer to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such licence to the Town upon demand therefor.

27. INDEMNIFICATION

Until the Town passes a By-Law assuming the Streets shown on the Plan, the Developer, on behalf of themselves, their successors and assigns, including their successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Town from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

(a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Director; and

(b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and

(c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan, however caused.

28. COVENANTS THAT RUN WITH THE LAND

(a) The Developer and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, Streets and public Lands forming part of or abutting on the Lands described in Schedule "A".

(b) The Developer agrees that it shall, upon the sale or transfer by it of the Lands included within the Plans of Subdivision or any part or parts thereof, require the Purchaser or Transferee thereof as a condition of such sale or transfer to execute an Agreement satisfactory in form to the Town's Solicitor, agreeing to assume this Agreement and to be bound by and fulfil all of the terms, conditions and covenants herein set forth and containing a like covenant to this effect. The said Assumption Agreement shall be executed by the Town, the Developer and any such Purchaser or Transferee and may, at the Town's option, be registered upon title. Provided, however, that such Assumption Agreement shall not be required for the sale or transfer of a Lot as shown on the Plans of Subdivision for the purpose of construction.

(c) All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed, in the case of the Town, to 160 Livingston Avenue, P. O. Box 159, Grimsby, Ontario, L3M 4G3, and in the case of the Developer, to Ricenberg Developments Limited and to Gorvan Enterprises Limited, both at 1110 Sheppard Ave. East, #507, Willowdale, Ontario M2K 2W2 or, at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on the day of such delivery.

29. SCHEDULES

The schedules attached hereto are a part of this Agreement. All schedules are to be interpreted as if the contents thereof were included in the Agreement.

30. **SPECIAL PROVISIONS - SCHEDULE "I"**
DRAFT PLAN CONDITIONS - SCHEDULES "G-1" and "G-2"

The Developer shall undertake and complete all other Special Provisions to this Agreement as outlined in Schedule "I" and the Draft Plan Conditions, as outlined in Schedules "G-1" and "G-2", both of which form part of this Agreement.

31. **BINDING EFFECT**

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED and DELIVERED)
in the presence of:)

RICENBERG DEVELOPMENTS LIMITED

Morris Rosenberg
Secretary - Treasurer

GORVAN ENTERPRISES LIMITED

Morris Rosenberg
Secretary - Treasurer

THE CORPORATION OF THE TOWN OF GRIMSBY

N. B. Andreychuk, Mayor

K. J. Vout, Town Clerk

DORCHESTER ESTATES

DEANFIELD FARMS LIMITED

per: Gordon Dean President
Authorized Signing Officer

DEANFIELD FARMS LIMITED PRIVATE COMPANY ONTARIO

THE TORONTO DOMINION BANK

per:
Authorized Signing Officer B. FINNERTY
MANAGER
I have authority to bind the Corporation.

K.D. as to the signature of S.C. Guldemond

Sophia C Guldemond
Sophia Carolina Guldemond

SCHEDULES

A. Description of Subdivision Lands.

B. Lands Conveyed for Public Purposes.

C. Drainage and Watermain Easements.

D. Required Utility Easements.

E. Building Lot Elevations.

F. Financial Obligations and Cost of Construction.

G-1. Draft Plan Conditions - Dorchester East (Formerly Magnolia Heights Phase 2.

G-2. Draft Plan Conditions - Dorchester West (Formerly Dorchester II)

H. Noise and Vibration Abatement.

I. Special Provisions.

SCHEDULE A

Description of Subdivision Lands

Firstly: Parcel 3-1, Section Concession 2 Grimsby, being that Part of Lot 3 in Concessions 1 and 2 of the original Township of North Grimsby, County of Lincoln and that Part of the Road Allowance between said Concessions 1 and 2, designated as Parts 1, 2, 3 and 4, Reference Plan 30R-1497 in the Town of Grimsby, Regional Municipality of Niagara.

Subject to an Easement in favour of The Corporation of the Town of Grimsby over that Part of Lot 3, Concessions 1 and 2, designated as Part 2, Reference Plan 30R-1497 as set out in Special Plan No. 76.

Secondly: Parcel 4-1, Section Concession 2 Grimsby, in the Geographic Township of North Grimsby, in the Town of Grimsby, Regional Municipality of Niagara, County of Lincoln, being composed of:

Firstly: Part of Lot 4, Concession 2, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13 and 14, Reference Plan 30R-7675;

Secondly: Part of Lot 3, Concession 2, designated as Parts 10 and 11, Reference Plan 30R-7675.

Subject to an Easement/Right of Way as created by Instrument No. 5150, more recently recited in Instrument Nos. 32153 and 579170 (1989) over Parts 4 and 5, Reference Plan 30R-7675.

Subject to an Easement in favour of The Corporation of the Town of Grimsby as in Instrument No. 138571 over Parts 2, 7, 9 and 11, Reference Plan 30R-7675.

SCHEDULE B

Lands Conveyed for Public Purposes

The Developer shall transfer title, free and clear of all encumbrances and at their own expense the following:

1. Blocks 10 and 12 for 0.305m (1 foot) Reserve Strips to the Corporation of the Town of Grimsby as shown in the preliminary Plan of Subdivision (30M Plan) prepared by Ashenhurst Nouwens Limited, Professional Engineers and Ontario Land Surveyors, under its File No. 93634A1 dated December 20, 1995.

2. Block 80 for storm drainage purposes, Block 84 for pedestrian access and watermain purposes and Block 85 for storm and sanitary drainage, pedestrian access and emergency access purposes, all as shown in the preliminary Plan of Subdivision (30M Plan) prepared by Ashenhurst Nouwens Limited, Professional Engineers and Ontario Land Surveyors, under its File No. 93635MP dated December 20, 1995.

SCHEDULE C

Drainage and Watermain Easements

The Developer shall convey free and clear of all encumbrances and at their own expense, easements to The Corporation of the Town of Grimsby, over, under and through the following Lands:

1. Parts 3 to 19 inclusive as shown on the preliminary Reference Plan (30R Plan) for the Subdivision prepared by Ashenhurst Nouwens Limited, Professional Engineers and Ontario Land Surveyors, under its File No. 95688COM, dated December 22, 1995 for storm drainage purposes;

2. Part 1 as shown on the preliminary Reference Plan (30R Plan) for the Subdivision prepared by Ashenhurst Nouwens Limited, Professional Engineers and Ontario Land Surveyors, under its File No. 95688COM, dated December 22, 1995 for watermain purposes; and

3. The northerly 6.0m of Parts 1 and 2, being of even perpendicular width as shown on Reference Plan 30R-8351, for storm drainage purposes.

The Town hereby acknowledges that Niagara Escarpment Commission approval is required to establish the northerly limit of the Easements over Parts 1 and 2, Plan 30R-8351 being the NEC Development Control Boundary over the Lands. These Easements will not be required prior to the issuance of the Preliminary Certificate of Completion of Primary Services for Dorchester Estates Phase 1 subject to an Inhibiting Order being in place against Parts 1 and 2, Plan 30R-8351 until such time as these Easements are transferred in favour of the Town.

SCHEDULE D

Required Utility Easements

The Developer shall convey free and clear of all encumbrances and at their own expense, easement to Grimsby Hydro Electric Commission for hydro electric purposes, over, under and through Part 2 as shown on the preliminary Reference Plan (30R Plan) for the Subdivision prepared by Ashenhurst Nouwens Limited, Professional Engineers and Ontario Land Surveyors, under its File No. 95688COM, dated December 22, 1995.

SCHEDULE E

Building Lot Elevations

Building Lot elevations shall be in accordance with Grading Plans prepared by Philips Planning + Engineering Limited, Consultant File No. 92001C, Drawing Nos. Sheet LG1 of 4, LG2 of 4, LG3 of 4 and LG4 of 4, Revised 01/02 February 1996 as approved by the Town's Director of Public Works.

SCHEDULE "F"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

PRIMARY SERVICES		
Roadways (excluding surface asphalt)		$344,500.00
Sanitary sewers and services		$265,300.00
TV inspection & flushing of san. sewer		$5,700.00
Storm sewers and services including Block 80		$928,200.00
Interim stormwater quantity facilities (Construction)		$32,200.00
Watermain and services		$291,700.00
Main Street E widening and sidewalk replacement		$33,300.00
Road restoration at Main Street E		$24,300.00
SECONDARY SERVICES		
Surface asphalt HL3 fine (including MH adjustment)		$88,200.00
External stormwater quality enhancement facility		$33,200.00
Concrete sidewalk		$142,500.00
Driveways construction		$30,400.00
Grading and sodding of boulevards		$54,400.00
Pedestrian walkway and temporary emergency access including chain link fence		$30,600.00
Streetlighting		$53,500.00
Interim stormwater quantity facilities (Maintenance)		$10,000.00
Sub Total Services		**$2,368,000.00**
Contingencies (5%)		$118,400.00
Engineering and inspection (10%)		$236,800.00
SUB TOTAL - CONSTRUCTION OF SERVICES		**$2,723,200.00**
Goods and Services Tax @ 7%		$190,600.00
TOTAL - CONSTRUCTION OF SERVICES		**$2,913,800.00**
LETTER OF CREDIT GUARANTEE		**$1,018,600.00** (1)
TOWN'S ADMINISTRATION FEE		
Administration Fee per Agreement	$84,696	
Goods and Services Tax @ 7%	$5,929	
TOTAL - TOWN'S ADMINISTRATION FEE		**$90,625.00** (2)
STREET and TRAFFIC SIGNS (installed by Town)		
a) 4 "stop sign" @ $ 90.00 each	$360	
b) 6 "street sign" @ $ 150.00 each	$900	
c) Goods and Services Tax @ 7%	$88	
TOTAL - STREET and TRAFFIC SIGNS		**$1,348.00** (3)

SCHEDULE "F" (Cont'd)

TREE PLANTING RESERVE - 86 @ $130.00		**$11,180.00**	**(4)**
CASH in LIEU of PARKLAND DEDICATION			
a) Dorchester East - 5% of 3.267 acres (Phase I) appraised at $45,000.00 per acre.	$7,349.89		
b) Dorchester West - 5% of 17.759 acres (Phase I) appraised at $38,500.00 per acre.	$34,185.75		
TOTAL - CASH in LIEU of PARKLAND DEDICATION		**$41,535.64**	**(5)**
PROVINCIAL SEWAGE SCHEME COMMUTED CHARGES		**$3,901.22**	**(6)**
COST SHARING			
Note: * All individual cost sharing values as noted in this Schedule are maximum values. The Developer shall submit itemized statements of expenditures to the Director for approval prior to the credits being received. Works not completed to the Town's approval would not be subject to cost sharing.			
1) 50% of 110m of sidewalk construction on Main Street E from Dorchester Drive to Baker Road.			
a) 50% x 110m @ $46.60 per meter	$2,563		
b) Goods and Services Tax @ 7%	$179		
2) 4.2% of the estimated cost of construction of the Stormwater Quality Facility for Outlet 25 on Block 48, Plan 30M-182.			
a) 4.2% x estimated construction cost of $145,200.00	$6,100		
b) Contingencies @ 15%	$1,000		
TOTAL - COST SHARING		**$9,842.00**	**(7)**

SUMMARY

A. LETTER OF CREDIT REQUIRED (20% of Primary Services and 100% of Secondary Services) :

Total of (1)	**$1,018,600.00**

B. CASH PAYMENT REQUIRED

Total of (2) + (3) + (4) + (5) + (6)	**$148,589.86**

C. COST SHARING

Total of (7)	**$9,842.00**

SCHEDULE G-1

REGIONAL MUNICIPALITY OF NIAGARA
CONDITIONS OF FINAL APPROVAL

The conditions for final approval and registration of the Magnolia Heights Phase II (Revised) plan of subdivision, Coscan Development Corporation, File No. 26T-86039, Town of Grimsby are as follows:

1. This approval applies to the Magnolia Heights Phase II (Revised) draft plan of subdivision, Part of Lot 3, Concession 2 (former Twp. of North Grimsby), Town of Grimsby, prepared by B.I. McMurchy O.L.S., dated October 7, 1988 showing 64 single family residential lots, a park block and various blocks for access reserves and utility purposes.

2. That the road allowances shown on the draft plan be dedicated to the Town of Grimsby as public highway, and further that the minimum road allowance width be 20 metres.

3. That the streets be named to the satisfaction of the Town of Grimsby.

4. That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.

5. That road allowance daylighting triangles be provided on all corner lots to the satisfaction of the Town of Grimsby.

6. That the owner convey 0.3 metre reserves to the Town of Grimsby as follows:

   a) along the west boundary of the subdivision from the southeast corner of proposed Lot 5 to the westerly extremity of proposed Lot 7,

   b) along Street 'B' east of proposed Lot 62 and north of proposed Lot 61,

   c) along Street 'D' west of proposed Lot 23 to the west limit of the subdivision, and

   d) along the east side of Street 'A' north of proposed Lot 6.

SCHEDULE G-1 (Cont'd)

Note: Lot numbers above refer to those shown on the revised draft plan dated October 7, 1988.

7. That existing 0.3 metre reserves across the westerly limits of Tuer Avenue and Dorchester Drive where they abut this subdivision be removed by the Town of Grimsby to its satisfaction.

8. That internal sidewalks be installed to the satisfaction of the Town of Grimsby and also externally as follows:

   a) on the south side of Main Street East from the west side of Street 'A' westerly to Park School (± 190 metres) with the Town of Grimsby cost sharing on the easterly 110 metres of this walkway.

9. That the owner modify the frontages of proposed Lots 14 and 60 to provide a pavement radius and boulevard width satisfactory to the Town of Grimsby.

10. That all lot grading and drainage provisions within the plan area be implemented in accordance with Town of Grimsby policies and requirements.

11. That the water distribution system intended to service the draft plan area be designed in accordance with Town of Grimsby standards.

12. That the sanitary sewer system intended to service the draft plan area be designed in accordance with Town of Grimsby standards.

13. That the storm sewer system intended to service the draft plan area including the treatment of watercourses on or adjacent to the site be designed in accordance with Town of Grimsby standards to the satisfaction of the municipality.

14. That prior to approval of the final plan, the owner prepare and submit to the satisfaction of and the approval of the Town of Grimsby a detailed engineering submission indicating:

   a) the conveyance of storm water run-off from the site by major and minor systems;

   b) an assessment of downstream constraints (i.e. flooding, erosion and environmental) and how these constraints will be addressed; and

   c) erosion and sedimentation control techniques which will be utilized during and after construction, where necessary.

And further, that the subdivision agreement between the owner and the Town of Grimsby contain wording wherein the owner agrees to carry out or causes to be carried out the storm water management techniques required in the fulfilment of this condition.

15. That the owner construct a temporary turning circle of 10 metre radius at the south end of Street 'A' as part of this subdivision's primary servicing requirements and further that any lots south of proposed Lot 12 not having full lot frontage on this temporary turning circle not be issued building permits until such time as Street 'A' is extended to the satisfaction of the Town of Grimsby. All lots as established by the Town as not fully fronting the temporary turning circle shall have a one foot reserve placed on the lot frontages prior to registration of the plan.

16. That prior to the approval of the final plan, that the owner provide a detailed Engineering Traffic Study, including all necessary design and drawings, to the satisfaction of and for the approval of the Town of Grimsby as follows:

    i) to show future stages and ultimate traffic volumes and their impacts at Street 'A' and also its intersection with Main Street (Regional Road 81);

    ii) to establish pavement widths, intersection design and possible traffic light requirements;

    and further, that the owner carry out any improvements as may be required by the Town of Grimsby.

17. That subject to the above Traffic Study results, the owner may be required to convey to the Town for public highway purposes, a widening on Street 'A'.

18. That the owner provide street lights internally for the Town's normal requirements and externally on Main Street fronting the subdivision as required by the Town.

19. That the owner convey land in the amount of 5% of the land included in the draft plan to the municipality for park purposes pursuant to the provisions of Section 50(5) of the Planning Act, 1983 and, further, that these lands be conveyed in a condition satisfactory to the Town of Grimsby including but not limited to drainage improvements, grading, sodding, fencing, water supply and provision of access.

20. That if required by the Town of Grimsby the subdivision agreement with the developer contain a clause whereby the developer agrees to retain all native soil on the subdivision site both during and after construction.

21. That the subdivision agreement between the owner and the Town of Grimsby contain a clause whereby the owner agrees to negotiate the disposition of the remnant block of land south of Block 71 and proposed Lots 24 to 36 with the Ministry of Culture and Communications with the aim of transfering ownership of these lands to an appropriate public agency.

22. That the developer carry out a detailed field location survey to accurately locate the existing 250 mm watermain in the vicinity of Street 'D' and, further, where necessary this watermain be reconstructed and relocated by the developer in any areas where the watermain is not more than 1.5 metres within the proposed Street 'D' road allowance to the satisfaction of the Town of Grimsby and the Regional Niagara Public Works Department.

23. That the owner pay impost fees to the Town of Grimsby as required by the Town and satisfy all other financial requirements of the Town as may be specified in the subdivision agreement.

24. That prior to the signing of the final plan, the Region is to be advised by the Town of Grimsby that the proposed subdivision conforms with a zoning by-law approved under The Planning Act, 1983.

25. That the owner submit a list prepared by an Ontario Land Surveyor verifying the frontages and areas of all lots and blocks within the plan area for approval by the Town of Grimsby.

26. That the owner enter into a subdivision agreement with and satisfying all requirements, financial and otherwise, of the Town of Grimsby concerning the provision and installation of all municipal services and including, but not limited to, securing the work to be done by Letter of Credit, municipal fees, lot levies, road works, underground sewers and sidewalks, and any other matters that may be required and specified by the Town of Grimsby.

27. That the subdivision agreement between the owner and the Town of Grimsby be registered by the municipality against the lands to which it applies as provided for under Section 50(6) of The Planning Act, 1983.

SCHEDULE G-1 (Cont'd)

28. That the design for the water distribution system intended to service the draft plan area be submitted to the Regional Niagara Public Works Department for review and approval.

29. That the design for the sanitary sewer system intended to service the draft plan area be submitted to the Regional Public Works Department for review and approval.

30. That the design for the storm sewer system intended to service the draft plan area be submitted to the Regional Niagara Public Works Department for review and approval.

31. That the developer create the necessary parts or blocks within proposed Lot 24 and Block 71 to describe the 9 metre wide watermain easement in this location to the satisfaction of the Regional Niagara Public Works Department and, further, that the developer grant the Regional Municipality of Niagara an easement for watermain purposes over the parts or blocks referred to above.

32. The the owner submit the geometric design for the intersection of Street 'A' with Main Street East (NR 81) to the Regional Niagara Public Works Department for review and approval.

33. That prior to the commencement of any engineering works within lands designated Escarpment Natural Area in the Niagara Escarpment Plan, the owner obtain all necessary permits from the Niagara Escarpment Commission.

AMENDED BY COMMITTEE OCT. 26, 1988.

34. The prior to the commencement of development, the owner submit detailed lot grading and landscape plans to the Niagara Escarpment Commission for review and approval for these lots abutting the Escarpment Natural Area.

35. That the toe of the Escarpment slope be identified on the final plan of subdivision to the satisfaction of the Niagara Peninsula Conservation Authority and the Niagara Escarpment Commission.

36. That the zoning by-law amendment required to implement the proposed development make provision whereby a 7.5 metre (25 foot) setback from the toe of the Escarpment slope is required for all structural development including ancillary structures on proposed Lots 24 to 36 inclusive, to the satisfaction of the Niagara Peninsula Conservation Authority.

SCHEDULE G-1 (Cont'd)

37. That the owner submit lot grading and drainage plans indicating existing and final grades to the Niagara Peninsula Conservation Authority for review and approval.

38. That the owner agree in the signed subdivision agreement with the Town of Grimsby to implement lot grading and drainage plans approved by the Niagara Peninsula Conservation Authority, to the satisfaction of that agency.

39. That prior to the commencement of subdivision development, the owner submit plans to the Ministry of the Environment for review and approval indicating details of erosion control, slope protection and stabilization works to be undertaken at the toe of the Escarpment.

40. That the owner agree in the signed subdivision agreement with the Town of Grimsby that no disturbance of the Escarpment face will occur during the construction phase of the subdivision, except as may be necessary for erosion control purposes specified by the Ministry of the Environment or other engineering works permitted by the Niagara Escarpment Commission.

The wording of this provision in the subdivision agreement shall be to the satisfaction of the Niagara Peninsula Conservation Authority, the Niagara Escarpment Commission and the Ministry of the Environment.

41. That prior to the final approval and registration of the plan, the owner/developer shall investigate noise levels on the site and determine the noise control measures which are satisfactory to the Ministry of the Environment and meet its recommended sound level limits. An acoustical report, detailing the recommended noise control measures should then be submitted to the Ministry for approval.

(It is recommended that the Ministry of the Environment's Noise Pollution Control Section be contacted prior to undertaking the acoustical study.)

42. That prior to the final approval and registration of the plan, the Ministry of the Environment shall be notified by a copy of the fully executed subdivision agreement that the specific noise control measures recommended by the acoustical report submitted in accordance with Condition 41 above, and any additional measures recommended by the Ministry of the Environment, shall be implemented as approved through the requirements of the subdivision agreement.

43. That in the event that the Ministry of the Environment's sound level limits are not achieved, a notice clause similar to the following shall be inserted in the subdivision agreement:

"Purchasers and/or tenants are advised that despite the inclusion of noise control measures within the development area and within the individual dwelling units, noise levels may become a concern, occasionally interfering with some activities of the occupants."

44. That prior to any alteration to an existing watercourse or drain required to accommodate this subdivision, the owner shall obtain all necessary approvals from the Ministry of Natural Resources.

45. That the owner enter into a written servicing agreement with the Grimsby Hydro-Electric Commission wherein the owner agrees to satisfy all requirements of the Commission, financial and otherwise, concerning the provision of internal and external hydro-electric servicing.

46. That prior to approval of the final plan, the Region is to be advised that Conditions,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 and 27, have been carried out to the satisfaction of the Town of Grimsby.

The clearance letter from the municipality shall include a brief but complete statement for each condition indicating how each has been satisfied or implemented.

47. That prior to approval of the final plan, the Region is to be satisfied that Conditions 22, 28, 29, 30, 31 and 32 have been carried out satisfactorily.

48. That prior to approval of the final plan, the Region is to be advised by the Niagara Peninsula Conservation Authority that Conditions 35, 36, 37, 38 and 40 have been carried out to its satisfaction.

49. That prior to approval of the final plan, the Region is to be advised by the Niagara Escarpment Commission the Conditions 33, 34, 35 and 40 have been carried out to its satisfaction.

50. That prior to approval of the final plan, the Region is to be advised by the Ministry of the Environment that Conditions 39, 40, 41, 42 and 43 have been carried out to its satisfaction.

51. That prior to approval of the final plan, the Region is to be advised by the Ministry of Natural Resources that Condition 44 has been carried out to its satisfaction.

52. That prior to approval of the final plan, the Region is to be advised by Grimsby Hydro that Condition 45 has been carried out to its satisfaction.

53. That if final approval is not given to this plan within 4 years of the draft approval date, and no extensions have been granted, draft approval shall lapse. If the owner wishes to request an extension to the draft approval period, a written explanation with reasons why the extension is required, together with a resolution from the local municipality must be received by the Region prior to the lapsing date.

NOTES

1. Conveying

   (a) As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by "metes and bounds", we suggest that the description be so worded; and

2. Lands Required to be Registered Under The Land Titles Act

   We suggest that you make yourself aware of:

   (a) Section 160(1) of The Land Titles Act, which requires all new plans be registered in a land titles system;

   (b) Section 160(2) - allows certain exceptions.

3. Water and Sewage Systems

   Inauguration of extension of a piped water supply, a sewage system or a storm drainage system is subject to approval of the Ministry of the Environment under Section 23 and Section 24 of The Ontario Water Resources Act, R.S.O. 1983.

4. Agencies to be Contacted

   (a) With respect to the requirement of the Niagara Peninsula Conservation Authority, please contact:

Ms. K. Menyes
Resources Planner
Niagara Peninsula Conservation
Authority
Centre Street
Allanburg, Ontario
L0S 1A0
Telephone: (416) 227-1013

(b) With respect to the requirements of the Niagara Escarpment Commission, please contact:

Mr. B. Carusetta
Senior Planner
Niagara Escarpment Commission
166 Main Street West
Grimsby, Ontario
L3M 1S3
Telephone: (416) 945-9235

(c) With respect to the requirements of the Ministry of the Environment, please contact:

Mr. J. Mayes
District Officer
Ministry of the Environment
637-641 Niagara Street
Welland, Ontario
L3C 1L9
Telephone: (416) 735-0431

(d) With respect to the requirements of the Ministry of Natural Resources, please contact:

Mr. A. Harjula
District Manager
Ministry of Natural Resources
P.O. Box 1070
Fonthill, Ontario
L0S 1E0
Telephone: (416) 892-2656

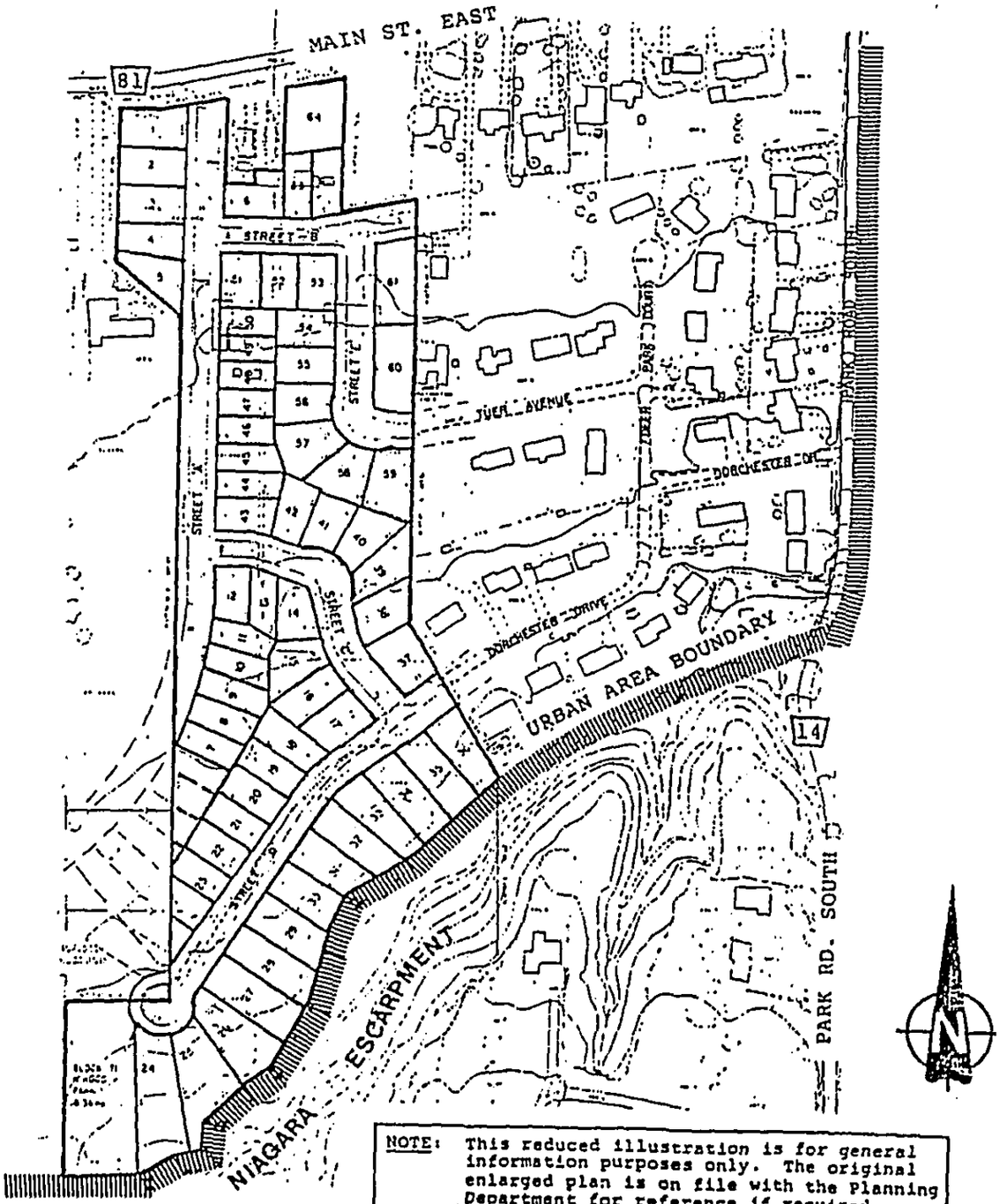
(e) With respect to the requirements of Grimsby Hydro, please contact:

Mr. D. Percy
General Manager
Grimsby Hydro Electric Commission
317 South Service Road
Box 428
Grimsby, Ontario
L3M 4H8
Telephone: (416) 945-5437

SCHEDULE G-1 (Cont'd)

Draft Plan of Subdivision
26T-86039-(REVISED)
Town of Grimsby

MAGNOLIA HEIGHTS
PHASE 2 (REVISED)



NOTE: This reduced illustration is for general information purposes only. The original enlarged plan is on file with the Planning Department for reference if required.

SCHEDULE G-2

The conditions for final approval and registration of the Dorchester II (Revised) subdivision, Ricenberg Developments Limited, Regional File: 26T-89029, Town of Grimsby are:

1. That this approval applies to the Dorchester II draft plan of subdivision, Part of Lots 3 and 4, Concession II, former Township of North Grimsby, Town of Grimsby, originally prepared by G. G. Aldworth, O.L.S., dated August 28, 1989, as revised dated February 25, 1992 and as further red-line revised by the Town of Grimsby on July 20, 1992, containing 261 detached housing lots, a park block (265), three small remnant blocks (262, 263, and 264) and 5.67 ha of Niagara Escarpment lands intended for transfer to the Ontario Heritage Foundation.

2. That for the purpose of establishing the southerly limit of development for this subdivision, the draft plan be further revised to include a line defining the base of the Niagara Escarpment to the satisfaction of the Town of Grimsby, the Niagara Peninsula Conservation Authority and the Niagara Escarpment Commission.

3. That the proposed streets within the revised draft plan be conveyed, named designed, realigned and constructed to the satisfaction of the Town of Grimsby.

4. That all relotting necessitated by the realignment of streets within the plan be conducted to the satisfaction of the Town of Grimsby.

5. That all lot dimension adjustments required in order to meet municipal zoning and design requirements be conducted to the satisfaction of the Town of Grimsby.

6. That all easements required for utilities, servicing and drainage purposes be granted to the appropriate authority.

7. That the owner make provisions for the phasing and construction of proposed Street "A" both within and outside this subdivision, to the satisfaction of the Town of Grimsby.

8. That the owner install internal and external sidewalks in locations specified by the Town of Grimsby, to the satisfaction of the municipality.

9. That the owner convey to the Town of Grimsby and provide services within a 7m wide block of land required for public walkway and servicing purposes between Main Street East and Street 'B' in the vicinity of Lot 153 and Lot 149, to the satisfaction of the municipality.

10. That a walkway linking Street 'G' in the Dorchester II subdivision through Tunbridge Crescent be incorporated into the subdivision design, to the satisfaction of the Town of Grimsby.

11. That the owner convey to the Town of Grimsby a 0.3m access control reserve at the west limit of Street 'E', to the satisfaction of the municipality.

SCHEDULE G-2 (Cont'd)

12. That the existing 0.3m access control reserve along the easterly side of Tunbridge Crescent where it abuts this subdivision be lifted by the Town of Grimsby when deemed appropriate by the municipality.

13. That all municipal services required by the Town of Grimsby, including reconstruction of the existing water main near Street 'A', and full servicing for Lots 128 to 138 fronting onto Tunbridge Crescent, be provided and that all servicing, lot grading and drainage plans be submitted to the municipality for review and approval.

14. That prior to approval of the final plan the owner submit a traffic study satisfactory to the respective requirements of the Town of Grimsby and Regional Niagara Public Works assessing the impact of this subdivision on Main Street East (Regional Road 81) and detailing the improvements necessary to accommodate it and, further, that the owner carry out such improvements as may be required.

15. That prior to approval of the final plan, the owner submit to the Town of Grimsby, Regional Niagara Public Works, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Niagara Escarpment Commission for their respective review and approval, satisfactory lot grading, drainage and storm water management plans.

16. That the subdivision agreement between the owner and the Town of Grimsby contain wording acceptable to the agencies listed in Condition 15 whereby the owner agrees to implement the grading drainage and storm water management works, including the conveyance of lands and provision of facilities, established as being necessary through the storm water management review process.

17. That Block 265 as shown on the draft plan be enlarged to a minimum area of 0.45 ha with a minimum frontage of 45m on Street 'A' and then conveyed, as enlarged, to the Town of Grimsby for park-purposes.

18. That the owner pay the balance of the required 5% park land dedication to the Town of Grimsby in accordance with the provisions of The Planning Act.

    Note: The area of park land which may be required for storm water conveyance facilities within Block 265 shall not be included in calculating the required 5% park dedication for this subdivision.

19. That the owner negotiate the disposition of the remnant block of Escarpment land situated south of lots 1 to 15 with the Ministry of Culture and Communications with the aim of transferring ownership of this block to a public Agency as recommended by the Town of Grimsby and encouraged by the Niagara Escarpment Commission.

    Note: The developer has negotiated terms for the transfer of Escarpment land currently within the boundary of the subdivision to the Ontario Heritage Foundation. The transfer has not yet occurred.

20. That prior to approval of the final plan the Region is to be advised by the Town of Grimsby that the lands within the urban portion of this subdivision have been removed from the Niagara Escarpment Commission's Development Control area and are zoned for the intended use pursuant to a zoning by-law approved under The Planning Act, R.S.O. 1990.

SCHEDULE G-2 (Cont'd)

21. That the owner enter into a subdivision agreement with the Town of Grimsby and satisfy all requirements, financial and otherwise, concerning the provisions and installations of all municipal services both internal and external to the subdivision lands and including, but not limited to, securing the work to be done by a letter of credit, municipal fees, development charge, road works, underground sewers and water mains, drainage channels, drainage, walkways, fencing, sidewalks and any other matters as may be required and specified by the Town.

22. That the subdivision agreement between the owner and the Town of Grimsby be registered by the municipality against the lands to which it applies as provided for under The Planning Act, R.S.O. 1990.

Note: The detailed requirements of the Town of Grimsby are contained in Appendix III to this document.

23. That the owner convey to the Regional Municipality of Niagara a road widening across the frontage of the plan where it abuts Regional Road 81 (Main Street East) sufficient in width to provide a right-of-way of 43 feet as measured from centreline.

24. That the owner submit all municipal servicing drawings and calculations to the Regional Niagara Public Works Department for review and approval.

25. That the owner enter into a written servicing agreement with the Grimsby Hydro Electric Commission regarding the provision of internal and external hydro-electric servicing.

26. That the owner conduct a cultural heritage resource assessment of the subdivision site and mitigate any significant resources found to the satisfaction of the Ministry of Culture and Communications, and that no grading or other soil disturbance shall take place on the property prior to the issuance of a clearance letter from the Ministry to the Regional Municipality of Niagara.

27. That prior to registration of the final plan or within two years of the date of draft approval, whichever is earlier, a Regional Development Charge at the prevailing rate be paid by the owner to the satisfaction of the Regional Treasurer and the Regional Planning Director.

28. That the owner enter into an agreement with Regional Niagara to pay the required Regional Development Charge, and that any additional Charge related to any increase in the density of development after registration of the plan will be paid before construction commences, and that this agreement be registered on title, to the satisfaction of the Regional Solicitor.

29. That if final approval is not given to this plan within two years of the draft approval date and no extensions have been granted, draft approval shall lapse. If the owner wishes to request an extension to the draft approval period, a written explanation with reasons why the extension is required, together with a resolution from the local municipality must be received by the Region prior to the lapsing date.

Note: Extensions of draft approval will not be considered by Regional Council without prior payment of Regional Development Charge levied against this subdivision.

SCHEDULE G-2 (Cont'd)

Clearance of Conditions

Prior to granting approval to the final plan, the Regional Planning Department will require written notice from the following agencies that their respective Conditions have been met satisfactorily:

- The Town of Grimsby for Conditions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.
- Regional Niagara Public Works for Conditions 14, 15, 23 and 24.
- Niagara Peninsula Conservation Authority for Conditions 2, 15 and 16.
- Ministry of the Environment for Conditions 15 and 16.
- Niagara Escarpment Commission for Conditions 2, 15 and 16.
- Grimsby Hydro for Condition 25.
- Ministry of Culture and Communications for Conditions 19 and 26.
- Regional Treasurer for Condition 27.
- Regional Solicitor for Condition 28.

Notes

1. Conveying

   a. As the land mentioned above to be conveyed to the municipal corporation may be more easily described in the conveyance by reference to a Registered Plan than by "metes and bounds", we suggest that the description be so worded; and

   b. we further suggest that the owner give to the municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the plan.

2. Land Required to be Registered Under The Land Titles Act

   We suggest that you make yourself aware of:

   a. Section 160(1) of The Land Titles Act, which requires all new plans be registered in a land titles system;

   b. Section 160(2) - allows certain exceptions.

3. Water and Sewerage Systems

   Inauguration or extension of a piped water supply, a sewerage system or a storm drainage system is subject to approval of the Ministry of the Environment under Section 23 and Section 24 of The Ontario Water Resources Act, R.S.O 1983.

4. Regional Development Charge

   a. The amount of the Regional Development Charge will be based on the total number of residential units which may be developed pursuant to the plan of subdivision recommended for draft approval in this report, (i.e. 261 detached units). **Any change to the proposed number of units should be discussed with Regional Planning staff.**

b. The applicable Regional Development Charge can be determined by consulting the Regional Treasurer, Mr. M. Trojan, Tel. (416) 685-1571 Ext. 269.

c. The Regional Development Charge Agreement is to be arranged with the Regional Solicitor, Mr. J. Burns, Tel. (416) 984-3647.

5. Agencies to be Contacted

a. With respect to the requirements of the Niagara Peninsula Conservation Authority,

Ms. K. Menyes, Resources Planner
Niagara Peninsula Conservation Authority
Centre Street
Allanburg, Ontario, L0S 1A0 Telephone (416) 227-1013

b. With respect to the requirements of the Niagara Escarpment Commission,

Ms. G. DeBoer, Senior Planner
Niagara Escarpment Commission
166 Main Street West
Grimsby, Ontario, L3M 1S3 Telephone (416) 934-9235

c. With respect to the requirements of the Ministry of the Environment,

Mr. E. Gill
Ministry of the Environment
119 King Street West, 12th Floor
Box 2112
Hamilton, Ontario
L8N 3Z9 Telephone (416) 521-7694

d. With respect to the requirements of Grimsby Hydro,

Mr. D. Percy
General Manager
Grimsby Hydro-Electric Commission
231 Roberts Road, P. O. Box 428
Grimsby, Ontario, L3M 4H8 Telephone (416) 945-5437

e. With respect to the requirements of the Ministry of Culture and Communications,

Mr. N. Ferris, Archaeologist
Ministry of Culture and Communications
Southwestern Region
55 Centre Street
London, Ontario, N6J 1T4 Telephone (519) 433-8401

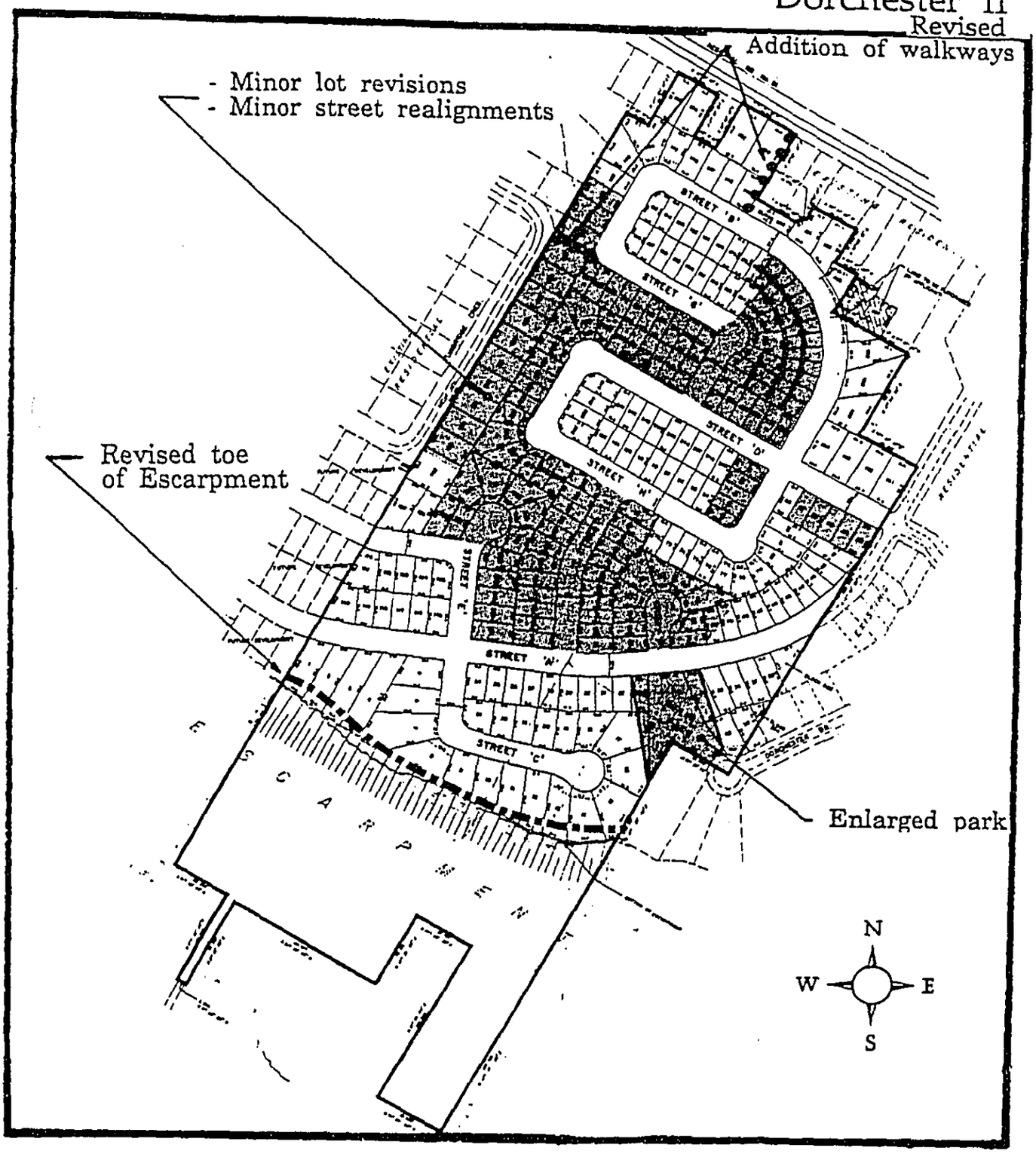
6. Review of Conditions

Applicants are advised that should any of the conditions appear unjustified or their resolution appear to onerous, they are invited to bring their concerns to the Planning Committee's attention. The Committee will consider requests to revise or delete conditions.

In order to assist the agencies listed above in clearing the conditions for final approval and registration of the plan, it may be useful to forward executed copies of the subdivision agreement between the owner and the Town to those agencies.

Town of Grimsby

Dorchester II
Revised



SCHEDULE H

Noise and Vibration Abatement

All dwellings constructed within the Plans of Subdivision shall comply with the following requirements of the Ministry of Environment and Energy, namely:

1. A ducted forced-air heating system in each dwelling on Lots 1 to 6 inclusive and Block 9 shall be installed to permit the addition of central air conditioning at a later date.

2. The Developer shall carry out all noise attenuation requirements for all dwellings including the construction of exterior walls as per Table 5 and Appendix "D" of the undated Noise Impact Report - Dorchester Heights Subdivision, Phase I, prepared by Kerry T. Howe Limited, Engineers - Planners - Surveyors.

3. The Developer shall construct a 1.8m high noise attenuation barrier as noted in Figure 4 of the Noise Impact Report prepared by Kerry T. Howe Limited and as approved by the Ministry of Environment and Energy. The barrier shall be of solid, continuous construction with no holes or gaps and have a minimum surface density of 20 kg/m^2.

4. The noise attenuation devices, including fences, as required in this development shall remain unaltered once the construction has been approved by the Director of Public Works.

5. The following warning clause shall hereby be registered on title to the Lands:

> "All persons intending to acquire an interest in the real property by purchase or lease are advised that despite the inclusion of noise control features in this development area and within the Building units, noise levels from traffic at CN Rail, Regional Road 81 and QEW may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise exposure level may exceed the noise criteria of the Ministry of Environment and Energy."

6. (a) Prior to applying for Building Permits, the Owner shall submit detailed architectural plans of all dwellings to be constructed on Lots 1 to 6 inclusive and Block 9 to Kerry T. Howe Limited (or a Noise Consultant approved by the Town) for certification that the Buildings meet the requirements of the approved Noise Impact Report for Dorchester Heights, Phase I.

(b) Prior to occupancy of the dwelling units, the Owner shall submit to the Director a Certificate from the Noise Consultant certifying that all dwelling units have been inspected by that firm and that they have been constructed in compliance with the approved Noise Impact Report for Dorchester Heights, Phase I.

7. All noise attenuation recommendations as required by the Ministry of Environment and Energy in their noise attenuation review of this development shall be complied with by the Developer.

SCHEDULE I

Special Provisions

1. *All approvals given* and subsequent clearing of Draft Plan conditions by the Town apply only to the Lands as shown in the preliminary Plans of Subdivision (30M Plans) as prepared by Ashenhurst Nouwens Limited, Ontario Land Surveyors, dated June 15, 1995 for Dorchester West under its File No. 93635MP and dated June 21, 1995 for Dorchester East under its File No. 93634A1.

2. The Developer shall pay to the Town the sum of $41,535.64 representing five percent (5%) payment of cash in lieu of parkland dedication based upon Dorchester East Phase I lands being 17.54 acres appraised at $789,300.00 (approx. $45,000 per acre) and Dorchester West Phase I lands being 48.18 acres appraised at $1,854,930.00 (approx. $38,500.00 per acre). The said sums shall be paid by the Developer at the time of the execution of this Agreement and prior to the execution by the Corporation of the Town of Grimsby.

3. The Developer shall construct, at their own expense, a section of 1.5m wide sidewalk along the south side of Main Street from the west side of Dorchester Drive to the East side of Baker Road in accordance with the plans therefore approved by the Director with cost sharing by the Town as set out in Schedule "F" hereto. This section of sidewalk shall be constructed within nine (9) months of the issuance of the Preliminary Certificate of Completion of Primary Services (PCCPS) for this development, weather permitting or as directed by the Town's Director of Public Works.

4. The Developer shall carry out or cause to be carried out all stormwater management techniques and works which may be necessary to fulfil the conditions for final approval of the Ministry of Natural Resources (MNR) and the Niagara Peninsula Conservation Authority (NPCA).

5. (a) The Developer shall acquire and register, at their sole expense, all Transfer of Easements in form satisfactory to the Director and the Town's Solicitor for Watermain and Storm Drainage purposes in favour of the Town as described in Schedule "C".

(b) After transfer of the Easements referred to in Paragraph 9(a) above have been registered in the Land Registry Office, The Developer shall construct, at their sole expense, all storm drainage and watermain works as Primary Services in accordance with the plans therefore approved by the Director.

6. (a) The Developer shall be solely responsible for the operation and maintenance associated with the three (3) temporary stormwater detention facilities over the Lands as shown in the approved drawings and shall indemnify the Town from any liability arising out of their operation.

(b) The Developer shall maintain these facilities to the Town's satisfaction including but not necessarily limited to safety, litter control, grass cutting, vermin and odour control and shall respond immediately to the Town direction(s) related to any operating problems of these facilities that may occur from time to time.

(c) Prior to assumption of this development, the Developer shall enter into a Maintenance Agreement with the Town for the long term operation and maintenance of these facilities to the Town's satisfaction.

7. A contribution guaranteed by a Letter of Credit by the Baker Hill Estates developer has been deposited with the Town for the construction of the off-site stormwater quality facility for Outlet 25 on Block 48, 30M-182. This contribution will be paid to the Developer and the amount of contribution shall be based on the actual construction cost of the facility and the volumetric apportionment of the developments tributary to the proposed facility in accordance with the approved Stormwater Mangement Plan for Dorchester Estates Phase 1.

8. (a) Building Permits for Blocks 9, 79, 81, 82 and 83 on the Plan shall require separate Site Plan Agreements with the Town, satisfactory to the Director, the Town's Planning Administrator and the Town's Chief Building Official pursuant to Section 40 of the Planning Act, 1983, and Section 2.7.5 of the Town's Official Plan.

(b) No Site Plan Agreement shall be executed by the Town prior to issuance of the Preliminary Certificate of Completion of Primary Services by the Director for the Works to be constructed, both internal and external to the subdivision lands, in accordance with the plans therefore approved by the Director.

9. The following warning clause is hereby registered on title to the Lands:

> "All persons intending to acquire an interest in the real property by purchase or lease are advised of the location of three (3) stormwater detention facilities immediately to the south of Phase I of the Subdivision and that the normal operation of these facilities may impact dwelling occupants to various degrees from time to time."

10. The Director at his sole discretion, may consider that the Letter of Credit maintenance guarantee be reduced to five (5%) percent of the completed Works subject to the Developer meeting all requirements of the *Construction Lien Act.*

11. All references to Blocks and Lots in this Agreement are to be the preliminary Plans of Subdivision (30M Plan) prepared by Ashenhurst Nouwens Limited under its File Nos. 93635MP and 93634A1, dated December 20, 1995.

12. The Developer shall make arrangements satisfactory to Bell Canada, Consumers Gas and other Public Utilities, and the Town of Grimsby for the provision of underground utility services, internal and external to this Subdivision.