

**TOWN OF THE BLUE MOUNTAINS - PRE-SERVICING AGREEMENT**  
**LORA BAY DRIVE / GEORGIAN TRAIL**

**The Lora Bay Corporation**

**Part Lots 35 to 38, Concession 11 and**

**Part Lots 37 and 38 Concession 12**

P1072.

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- Schedule "E" - Itemized Estimate of Cost of Construction of Each Part of the Works
- Schedule "F" - List of Development Charges, Parkland Dedication, Drainage and Local Improvement Charges and other charges to be commuted by the Developer
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**TOWN THE BLUE MOUNTAINS**

**PRE-SERVICING AGREEMENT**

**THE LORA BAY CORPORATION**

**THIS AGREEMENT** made in quadruplicate on the 4<sup>th</sup> day  
of October, 2004.

B E T W E E N:

**THE LORA BAY CORPORATION**

A company duly incorporated under the laws of the Province of Ontario hereinafter called the DEVELOPER of the FIRST PART,

AND

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

hereinafter called the TOWN of the SECOND PART,

**WHEREAS** the Developer is the registered owner of the lands described in Schedule "A" to this Agreement (hereinafter referred to as the "Lands") and is desirous of constructing a golf course and residential development.

**AND WHEREAS** the Developer, the Town and The County of Grey executed Minutes of Settlement (hereinafter referred to as the "MOS") on June 9, 2003 with regard to the Development of the Lands;

**AND WHEREAS** the Developer has satisfied the conditions of the MOS to obtain the Phase 1 approvals contemplated therein;

**AND WHEREAS** the Ontario Municipal Board has granted Draft Plan Approval (hereinafter referred to as the "Draft Plan") and approved the Zoning By-law Amendment under Order No. 0652 dated March 26, 2004 for Phase 1 that will permit the subdivision of land for the construction of the golf course only;

**AND WHEREAS** the Parties have executed a Development Agreement on May 31, 2004 to facilitate certain land exchanges as contemplated under the Minutes of Settlement between the Developer, the Town and the County of Grey (hereinafter referred to as the "MOS") executed on June 9, 2003;

**AND WHEREAS** Clause 1(f) of Schedule "E" of the MOS permits the Pre-servicing of the lands subject to a Pre-Servicing Agreement with the Town;

**AND WHEREAS** the word "Developer" where used in this Agreement includes an individual, an association, a partnership, or a corporation, and wherever the singular is used herein, it shall be construed as including the plural.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration, and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the Parties hereto (the receipt whereof is hereby acknowledged) and the mutual covenants and agreements hereinafter contained, the Parties hereto

covenant, promise and agree with each other as follows:

**1A. CLARIFICATION AND INTERPRETATION**

The Developer agrees that the authority for entering into this Agreement at this time comes by contract and also by virtue of the authority of Section 51 of the Planning Act.

**1B. ENGINEERING CERTIFICATES**

Engineering Certificates as referred to in this Agreement are hereby defined as follows:

Town Certificate of Substantial Performance - This Certificate shall cover the Works. One Certificate will be issued when all water and sewer services and rough lot grading (Inground Works) has been completed to the satisfaction of the Town Engineer (see Section 17). The Town Certificate of Substantial Performance initiates the Maintenance Period for Inground Works (see Section 20).

Town Certificate of Completion - One Certificate will be issued when all of the Works, including landscaping, have been completed to the satisfaction of the Town Engineer. A second Certificate for landscaping may be issued separately if requested by the Developer (see Section 18). The Town Certificate of Completion initiates the Maintenance Period for Works above ground (see Section 20).

Town Final Certificate - This Certificate shall cover Works, and may be issued in multiple form (see Section 21). The Certificate(s) will be issued upon the approval of the Town Engineer and only when the Works are considered deficiency-free. The Town Final Certificate is also a requirement for the final release of Securities (see Section 13), and assumption of Works may then occur (see Section 12). Although the Town will use its best efforts to inspect in attempting to determine if Works are "deficiency-free", no warranty, guarantee or assurance with respect to "deficiency-free works" is to be provided to or relied upon by anyone based upon the issuance of the Town Final Certificate. It is the responsibility of the Developer to ensure all Works are constructed "deficiency-free". Those interested or affected must satisfy themselves that the Works are "deficiency-free".

**1C. ORDER OF PROCEDURE**

The following overview identifies some of the requirements that are more particularly detailed in this Agreement. This Section is intended for convenience of reference and should not be construed as being conclusive of all requirements at the time period specified:

- i) Upon application to the Town for the preparation of an Agreement the Developer shall:
  - (a) deposit with the Town application fees in accordance with the provisions of the Town Fees By-law to cover the administrative costs of the Town.
  - (a) deposit with the Town the sum of Five Thousand Dollars (\$5,000.00) to be applied toward the professional review costs of the Town, as further provided under Section 3.
- ii) Prior to the signing of this Site Plan Agreement the Developer shall:
  - (a) deposit with the Town, Securities and Insurance as outlined in this Agreement;
  - (b) pay in full outstanding taxes and drainage and local improvement charges;



- (c) provide to the Town a draft of any required Deed or proof of dedication to the Town of lands such as the roadways, reserves, easements, etc. and other matters as stipulated elsewhere in this Agreement;
- (d) have submitted and obtained the Town's approval of the following, all to be in accordance with the Town's approved Engineering Standards:
  - i) road plans and profiles, including signs;
  - ii) service layout plans for hydro, telephone and gas; and
  - iii) any other plans, approvals or matters that may be required under this Agreement.
- (e) have submitted and received all other appropriate approvals, in accordance with applicable standards and regulations, including Certificates of Approval from the Ontario Ministry of the Environment and Energy for External and Internal Works.
- (f) provide evidence that the project is in conformance with the *Environmental Assessment Act* (Schedule "C" projects only).

iii) Prior to the starting of construction of the Internal or External Works the Developer shall submit a Schedule of Works to the Town for review and approval.

## **2. SCHEDULES**

All Schedules attached to this Agreement or if not attached but are referred to as being in existence or which will become part of the obligations of the Developer if brought into existence at some future point in time, form part of this Agreement. Original drawings take precedent over reduced copies, as provided under Section 40, except as may be specifically modified on the attached Schedules.

## **3. TOWN'S ADMINISTRATION AND PROFESSIONAL REVIEW COSTS**

The Developer agrees to pay to the Town an application fee in the amount of Five Hundred Dollars (\$500.00) to cover the administration costs of the Town in processing this Agreement. The Developer further acknowledges that future amendments to this Agreement will require payment of additional fees in compliance with the Town Fees By-law as amended from time to time.

The Developer agrees to pay to the Town the cost of the Town consultants involved in processing and professional review of this Agreement, including but not limited to the cost of the Town Lawyer for preparation of this Agreement and the cost of the Town Engineer for checking of Plans and specifications and for supervision and inspection on behalf of the Town, and in this regard to pay to the Town the sum of Five Thousand Dollars (\$5,000.00) upon applying for the preparation of this Agreement to be applied to the account of such cost. As accounts are received from the Town consultants, they will be paid by the Town and then submitted to the Developer for reimbursement so that the Five Thousand Dollar (\$5,000.00) initial deposit will again be built up to enable the Town to pay the next accounts as they are received. It is further agreed that default on any payment not made within 30 days of being invoiced by the Town shall be liable for the payment of interest thereon at the same rate as tax arrears, and shall be considered as default of this Agreement.

Towards the end of the one year period after the Town Final Certificate has been issued for the last phase and all other securities have been released, the Developer shall make a



written request to the Town for the release of the balance of the cash (if any) deposited in accordance with this section. The Town will forthwith discharge the cash to the original Developer or as the original Developer directs. If no such request to return the cash is received by the Town within this one year period, then the Developer agrees to forfeit the cash to the Town by way of liquidated damages to cover the increased expense of holding, tracking, and administering the deposit.

The Developer acknowledges that the aforementioned administration and professional review costs do not include any additional costs which may be incurred by the Town in the case of default, as further provided under Section 42.

#### **4. DEVELOPER'S CONSULTANTS AND RESPONSIBILITIES**

The Developer shall employ engineers registered in Ontario,

- (a) to design all Works included in the development.
- (b) to prepare and furnish all drawings describing all Works included in the development.
- (c) to work with the Developer to prepare the necessary contract(s).
- (d) to work with the Developer to obtain the necessary approvals in conjunction with the Town and the Ministry of the Environment and Energy.
- (e) to provide the field layout, the contract administration and the complete supervision of all aspects of the construction of all Works included in the development.
- (f) to act as the Developer's representative in all matters pertaining to the construction of all Works included in the development.
- (g) to work with the Developer to provide co-ordination and scheduling to comply with the timing provisions of this Agreement for all Works included in the development, including any requirements of the Town Engineer.
- (h) to meet on site for inspections with the Town Engineer, as applicable, and to file all required inspection reports.
- (i) to maintain all records of construction and upon completion to advise the Town Engineer of all construction changes and to prepare final "Record" drawings.
- (l) to provide the Town with any other certificates relating to conformity of Works at various stages of development, as may be required by the Town prior to the issuance of any approvals or certificates by the Town.

NOTE: The Developer acknowledges that it and subsequent owners are solely responsible for all development of Works constructed on the Lands. In this regard, the Developer shall engage qualified consultants, agents, contractors and other competent persons to undertake, review, inspect and supervise and certify compliance with regard to the development standards. It is further acknowledged that construction surety is the complete responsibility of the Developer and subsequent owners, as further described under paragraph 47, and that any consultants, agents, contractors or other persons engaged by the Developer shall assume full responsibility for any actions or responsibilities assigned to them by the Developer. The issuance of any approvals, permits or certificates by the Town shall only be deemed to be for the purpose of monitoring the progress of development in relation to events such as occupancy, release of Securities, Maintenance Periods, conveyance, and other similar matters. Such approvals or certificates shall not be deemed to approve the construction of any

Works in conformity with this Agreement, or any other applicable legislation, nor shall any inspections by the Town Engineer be construed as an endorsement or acceptance or confirmation of such conformity. The Developer and subsequent owners, including any transferee or mortgagees, or any other person having any interest in the Lands must satisfy themselves that any and all aspects of the development are in conformity with this Agreement, or any other applicable legislation, and such persons must look to the Developer or any agents, contractors or other persons engaged by the Developer regarding such conformity. The Town shall accept no responsibility in relation to such conformity.

Proof of membership in good standing in their respective Provincial professional body for the Developer's engineers must be provided to the Town. With respect to the engineer(s), satisfactory evidence must be provided that the engineer(s) is a current member in good standing of the Association of Professional Engineers of Ontario as verified by the Association. Additionally, the engineer(s) must provide evidence of errors and omissions insurance coverage that meets the reasonable requirements of the Town. Evidence of Professional liability insurance for all engineers engaged by the Developer either directly or indirectly in relation to any aspect of design, construction, review, inspection and supervision of the development, including all Works, shall be provided to the Town prior to the commencement of construction. While the minimum limits may vary depending upon the nature, extent and complexity of the development, in no case shall the minimum insurance limits be less than TWO MILLION DOLLARS (\$2,000,000.00) and this policy must be in place during all aspects of construction and for a minimum of three years after the last aspect of construction has been certified completed by the Developer's engineer(s), the Town Final Certificate has been issued by the Town Engineer for all Works. Professional liability insurance coverage shall be primary coverage, and shall cover the engineer(s) as the case may be for their acts of negligence with regard to design, construction, review, inspection and supervision of the development. The Town reserves the right to insist on higher minimum limits of professional liability insurance on a project by project basis and may in some instances, require a specific dedicated policy for some projects. For the purpose of the current project under this Agreement, the Parties have agreed as follows, on a per claim basis for any errors and omissions, for each of the Developer's architects and engineers:

- a) minimum engineer professional liability insurance:  
\$2,000,000.00

The Developer's engineer(s) must acknowledge in writing to the Town the receipt of a copy of this Agreement, as executed, as well as the assumption of responsibility for site review and inspection of Works with specific reference to this clause of the Agreement, and further provide written confirmation to the Town at various stages of the development upon completion that the Works have been constructed in accordance with this Agreement and any other applicable regulations or other legal requirements. Any approvals, permits or certificates issued by the Town Engineer shall not in any way release or replace the responsibility of the Developer's engineer(s) from those responsibilities. Prior to any approvals, permits or certificates issued by the Town Engineer confirmation of compliance to that point of construction of any Works by the Developer's engineer(s) shall be required. Additionally, in the event that an engineer is dismissed (terminated, withdraws from or otherwise is no longer involved in the project) the Developer and the engineer(s) shall forthwith notify the Town of the situation.

The Developer shall immediately cease all operations until a replacement engineer appropriately qualified and appropriately insured as described herein, assumes responsibility with respect to this project and the Town is so notified of the replacement, proof of registration, satisfactory evidence of good standing, evidence of errors and omissions insurance coverage, and written acknowledgement of responsibility for supervision and approval of the project.

**5. CONTRACTOR**

The Developer shall ensure that all Works are completed in a good and workmanlike manner by competent contractors in accordance with the requirements of this Agreement and all applicable statutes, by-laws and regulations.

**6. PLANS OF COMMENCEMENT**

The detailed plans and specifications for all Works included in the development must be submitted, prior to construction by the Developer, to the Town for approval, but such approval shall in no way absolve the Developer, or his agents, from responsibility for errors in, or omissions from, such plans and specifications or from obtaining other necessary approvals.

The Developer shall submit evidence of Ontario Ministry of the Environment and Energy approval to the Town prior to commencing any Works.

The Developer shall not commence the construction of any of the Works until it has provided a Schedule of Works, as described under Section 14, and at least forty-eight (48) hours written notice to the Town of its intent to commence work. It is the intent of this Agreement that the Works be performed expeditiously and continuously, and that all Aboveground Works be installed in accordance with the Declaration of Progress and Completion as required under Section 7, unless extended by the Town. Should for any reason there be a cessation or interruption of construction, the Developer shall provide forty-eight (48) hours written notification to the Town before work is resumed.

**7. DECLARATION OF PROGRESS AND COMPLETION**

- (a) Following completion of the Inground Works, the Developer shall provide the Town Engineer with an undertaking for the completion dates of the Works required by this Agreement, and in a form similar to the Declaration of Progress and Completion, as contained in Schedule "M". Progress of Works shall be further subject to the provisions of Section 15.
- (b) It is understood and agreed that should the Developer fail to construct the Works, as stipulated, and by such dates as provided in the Declaration, the Town may in its discretion require that the Developer pay to the Town, as predetermined liquidated damages, the sum of One Hundred Dollars (\$100.00) for each and every calendar day the said Works are behind schedule of construction, provided delay is not caused by reason of the Town.
- (c) If the Works are delayed by reason of circumstances completely beyond the control of the Developer, no damages under Section 7(b) shall be payable and the



completion date of the Works shall be extended by the period of such delay provided; however, that the Developer shall forthwith take all steps as may be necessary to terminate such period of delay.

**8. CONSTRUCTION OF WORKS**

Following the registration of this Agreement, the Developer shall cause to be constructed the Works as shown in Schedule "D" and described in Schedules "E" in order to provide services to the lots or units within the Lands.

The Developer agrees that all Works shall be completed in good and workmanlike manner in accordance with the specifications of the Town, and as set forth in the Town of The Blue Mountains Engineering Standards contained in Schedule "C", and as otherwise directed by the Town Engineer in accordance with the provisions of this Agreement.

The Developer acknowledges that consideration shall be given to noise levels, both internal and external to the development, and that appropriate noise reducing construction techniques shall be employed.

**9. VOIDING AGREEMENT**

In the event the Works have not commenced within the Lands within two (2) years from the date of signing this Agreement, the Developer shall be considered in default of this Agreement and the Town may at its option, declare this Agreement to be null and void. Any Securities held at the time of voiding of this Agreement by the Town shall be returned forthwith to the Developer, less the Town's expenses of rendering the Lands safe and presentable, together with its overhead expenses, as further provided under Section 42.

**10. DEVELOPER'S EXPENSE**

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise. The Parties acknowledge that certain obligations are also to be assumed by others, as provided under Section 51.

**11. SECURITIES FOR WORKS**

The Developer shall provide the Town securities in the form of Irrevocable Letter of Credit from an Ontario branch of a Canadian chartered bank, issued in accordance with the requirements of the Town as set out in Schedule "N" or cash security to the Town, in the amount of One Hundred (100%) per cent of the estimated cost of all Works in a particular phase and other matters as set out in this Agreement to cover the faithful performance for and cost of the installation such Works and other matters, and the performance of all obligations arising hereunder, together with all work affecting the Town.

Unless Letter of Credit are renewed, the Town shall have the absolute right to refuse any further approvals, whether partially or fully completed and the Town may at its option cash the Letter of Credit and apply it towards the uses for which it was intended and may in so doing include as part of its costs, its direct and indirect expenses.

The Works and other matters subject to the requirement for securities shall include the following:

(a) Internal and External Road Works, as identified in

Schedule "D".

- (b) Georgian Trail Works, as identified in Schedule "K".
- (d) any other matters identified under Section 49.

Prior to depositing the securities, the Developer shall submit an estimate of the cost of the Works and other matters to the Town for approval. When the cost estimates have been approved they will be set out in the applicable Schedules to this Agreement and will become a basis for the limits of the securities. The estimated costs of construction of each part of the Works shall be itemized under Schedule "E".

The securities will cover administrative matters of the Town as well and will be released only in accordance with the applicable requirements of this Agreement. The Parties do not intend that the Town will draw upon the Letter(s) of Credit or Security except in the case of default by the Developer of any of its obligations under this Agreement. It is to be noted that although the securities that are contemplated under this Section and as are set out in the applicable Schedules are predominately for the Works and other matters to be provided, the Town may utilize the securities not only for the purposes for which they are predominately intended but also for faithful performance for any and all other obligations of the Developer as are stipulated in this Agreement. In other words, notwithstanding anything to the contrary in this Agreement, the Town may refuse to reduce securities or may in fact utilize securities to ensure that any or all of the Developers obligations are fulfilled.

**12. ASSUMPTION OF WORKS**

The Town shall not be obligated to assume the responsibility for and/or take over any Works except those within the road allowance, or within any Block or Easement to be conveyed to the Town for assumption purposes as identified under Schedule "G", or as may be otherwise specified under Section 49, and until such time as the Town Final Certificate has been issued by the Town Engineer for all such Works to be assumed. All other Works shall be retained by the Developer or by the owner of the lands on which the Works are located and shall be maintained in accordance with the approved plans, in perpetuity.

**13. RELEASE OR REDUCTION OF SECURITIES**

After the completion of ten (10%) per cent of the value of the Works, as outlined on Schedule "E" each independently, the Developer shall, as the work further proceeds to completion, have the privilege, on application to the Town with a Statutory Declaration of Accounts Paid, as provided under Section 19, and upon the written approval of the Town Engineer, of obtaining reductions on the Letter of Credit or return of Security in increments of not less than ten (10%) per cent, provided that at all times the Town shall holdback Security sufficient to complete the balance of the work remaining to be completed plus ten (10%) percent of the original Security deposit for External and Internal Works.

Upon the completion and inspection of the Internal and External Works, the Town Certificate(s) may be issued by the Town Engineer to initiate the Maintenance Period, as provided under Section 20. The Town has the right to retain the ten (10%) percent holdback security for External and Internal Works until the end of the Maintenance Period to guarantee the

maintenance of the Works during the period and to guarantee other obligations as set out in this Agreement. This holdback of securities will not be released until the Maintenance Period has expired, the Town Final Certificate has been issued, the lien provisions of Section 49 have been satisfied, and all other obligations of the Developer under this Agreement have been fulfilled.

The Developer acknowledges that it is important that the Town be provided with "Record" drawings for roads and any other Works and that it is also important that these "Record" drawings be provided to the Town at the earliest possible date. Accordingly, the Town reserves the right to refuse to reduce securities or any portion that it considers in its absolute discretion are appropriate until "Record" drawings have been deposited with the Town.

The Security deposit of Five Thousand Dollars (\$5,000.00) for the Town's costs and the Letters of Credit for Development Charges, or other charges, shall be discharged as provided for in other provisions of this Agreement.

**14. SCHEDULE OF WORKS**

Prior to the start of construction, the Developer shall supply for the Town's approval, a Schedule of Works (which is not attached as a Schedule to this Agreement) setting out the order in which it considers the various sections of the Works within the Plan will be built. The Town may amend this Schedule and the Developer must construct, install and perform the Works as the Town from time to time may direct.

The Schedule of Works shall clearly show the provision and timing of fire protection facilities and emergency access routes as they relate to building construction.

**15. PROGRESS OF WORKS**

The Town, by its officers, servants and agents, may enter on the Lands or any parts thereof and any buildings or units erected thereon to ensure proper compliance herewith and to ensure that any Works required to be constructed by the Developer have been constructed and such entry shall be deemed not to be a trespass and shall in no way imply assumption of the Works by the Town.

Prior to the issuance of the Town's Certificate of Substantial Performance of the Inground Works, the Developer shall provide the Town with the Declaration of Progress and Completion for remaining required Works, as provided under Section 7, such dates to be satisfactory to the Town based upon reasonable grounds. From the date the said Declaration has been approved by the Town Engineer, it shall take precedence over Section 14.

Prior to the approval of the Declaration of Progress and Completion, the Developer shall install all required Works in accordance with the Schedule of Works or as otherwise directed by the Town.

In the event of default by the Developer, the town shall give written notice to the Developer specifying the particulars of the default and requiring that the default be remedied in accordance with the provisions of Section 42.

**16. WORKS TO BE INSTALLED**

The Works to be installed are set out in the Schedules to this



Agreement, including in particular Schedule "E". The Schedules shall not be construed as covering all items in detail. If at any time and from time to time during the development, the Town is of the opinion that additional Works are necessary to provide adequately any of the Works required by the Plan, the Developer shall construct, install or perform such reasonable additional Works at the request of the Town.

**17. CERTIFICATE OF SUBSTANTIAL PERFORMANCE FOR INGROUND WORKS**

It is intended that the water distribution and sewage collection systems will be constructed, inspected and approved prior to the completion of other Works. The Maintenance Period for this system will commence when the Town Engineer has given the Town Certificate of Substantial Performance with respect to these Inground Works, including Rough Lot Grading.

When satisfied that the Rough Lot Grading and other Inground Works are satisfactorily completed in accordance with the approved Plans, the Town Engineer will recommend to the Town that the Town Certificate of Substantial Performance be issued.

NOTE: It is intended that the Town Engineer inspect the Inground Works once the Rough Lot Grading is complete. The term "Rough Lot Grading" is meant to imply the grading is sufficient to provide the drainage of the development as originally contemplated. It is not intended to mean that all sodding, topsoiling and landscaping or any other Works are final and complete.

During the Maintenance Period, the Developer shall be responsible for all repairs to the system. If during the Maintenance Period the Developer fails to carry out rectification and/or repair works as requested by the Town, then the Town may carry out the work and be reimbursed the cost of the said work together with a reasonable amount for supervision and overhead from the Developer's securities posted pursuant to this Agreement.

**18. CERTIFICATE OF COMPLETION FOR WORKS**

When all the Works (Inground and Aboveground) have been completed, the Town shall make an inspection. When the Town is satisfied that all Works are complete, the Town Engineer shall issue a Town Certificate of Completion. The Town Certificate of Completion may contain a list of minor deficiencies which have to be corrected by the Developer, but which are not considered of sufficient importance to delay the issuance of the Certificate. ~~The Maintenance Period for Aboveground Works will commence when this Certificate is issued.~~ The Town Certificate of Completion may also be applied only to specified Works, in which case all other Works shall remain outstanding to be completed and approved, and the Maintenance Period for such outstanding Works shall not commence until the applicable Town Certificate of Completion has been issued. The Developer shall provide a Declaration of Progress and Completion, as provided under Section 7, to be approved by the Town for any such outstanding Works.

**19. STATUTORY DECLARATION OF ACCOUNT PAID**

The Developer agrees that upon applying for a Discharge, reduction or release of Securities or for a Town Certificate of Completion for the Works it shall supply the Town with a Statutory Declaration that all accounts for work and materials for said Works have been paid except normal guarantee

holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Works.

**20. MAINTENANCE OF WORKS**

The Developer will be responsible for the repair, replacement and maintenance of all the Works for a ~~minimum period of two (2) years from the dates of the Town Certificate of Substantial Performance for Inground Works and the Certificate of Completion for Aboveground Works~~. This shall be called the "Maintenance Period".

During the Maintenance Period, the Developer shall be responsible for the maintenance of all Works, including snowplowing and sanding of road Works not already assumed by the Town.

If during the Maintenance Period the Developer fails to carry out maintenance work, the Developer shall be considered in default of this Agreement. In the case of default, the Town may undertake any maintenance work and the total cost of such work shall be borne by the Developer, as further provided under Section 42.

Towards the end of the Maintenance Period the Developer shall make a written request to the Town for a final inspection to be made and notwithstanding the minimum two (2) year period noted above, the Maintenance Period will continue for the two (2) years or for thirty (30) days after the receipt of the Developer's written request for a final inspection, or until all deficiencies have been corrected at the Developer's expense, whichever period of time is the greater.

**21. FINAL ACCEPTANCE OF WORKS**

On receipt of the Developer's request for a final inspection, and upon the provision of a Statutory Declaration of Accounts Paid by the Developer, the Town Engineer will again inspect the Works and if satisfied will issue the Town Final Certificate at which time the remaining balance of the cash or Letters of Credit may be discharged by the Town, in accordance with Section 13. The Town Final Certificate will not be issued until the Maintenance Period has expired, including correction of any deficiencies, as provided under Section 20. Where appropriate, the Town Engineer may issue multiple Town Final Certificates for different portions of the Works, however, the holdback for Securities shall remain for any Works until the applicable Town Final Certificate(s) has been issued for all Works must be issued as a prerequisite.

**22. USE OF WORKS BY TOWN**

The Developer agrees that:

- (a) the Works may be used prior to acceptance by the Town or other authorized persons for the purpose for which such Works are designed;
- (b) such use shall not be deemed an acceptance or assumption of the Works by the Town;
- (c) such use shall not in any way relieve the Developer of its obligations in respect of the Works so used.

**23. ROAD MAINTENANCE**

- (a) Prior to the issuance of the Town Final Certificate and subject to Section 12, the Developer shall be responsible for all winter road maintenance of roads which are not already assumed by the Town. In the event that proper



vehicular access or snow removal is not provided, the Developer shall be considered in default of this Agreement, and the Town through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Town. All costs of such work, including overhead expenses, shall be paid by the Developer within thirty (30) days of the date of billing or otherwise may be deducted from the deposited Securities, as further provided under Section 24. The Developer further agrees that any work done by the Town pursuant to this Agreement before the roads are accepted by the Town shall not be deemed in any way, to be an acceptance by the Town of the roads upon which such work is done. The Developer acknowledges that the Town while providing access by removing snow may damage or interfere with the Works of the Developer

- (b) Representation may be made requesting that the Town consider entering into a separate agreement with the Developer to undertake winter road maintenance, but assumption shall not be attributed to any such involvement by the Town.

**24. EMERGENCY REPAIRS AND MAINTENANCE**

Employees or agents of the Town may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs or maintenance to any of the Works, including snow removal as provided under Section 23(a). Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town, or an assumption by the Town of any liability in connection therewith or a release of the Developer from any obligations under this Agreement. The Town shall notify the Developer forthwith of all emergency repairs and/or maintenance and any such costs including overhead expenses, incurred by the Town by so ordering such repairs or maintenance shall be paid by the Developer as if said emergency repairs or maintenance were part of the Works to be Constructed.

**25. DEVELOPER'S LIABILITIES**

Until the Town has issued the Town Final Certificate for the Works, the Developer shall indemnify the Town against all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking any and all development as contemplated by this Agreement. The Developer's liabilities are also further extended for construction surety purposes, as further provided under Section 47.

The Town, by its officers, servants and agents, may enter on the Lands or any parts thereof and any buildings or units erected thereon to ensure proper compliance herewith and to ensure that any works required to be constructed by the Developer have been constructed and such entry shall be deemed not to be a trespass and shall in no way imply assumption of the Works by the Town.

Any action taken by the Town or on its behalf pursuant to this Agreement shall be in addition to and without prejudice to any Security or other guarantee given on behalf of the Developer for the performance of its covenants and agreement herein and upon default on the part of the Developer hereunder, the Town shall in addition to any other remedies available to it be at



liberty to cure the default, as further provided under Section 42.

**26. INSURANCE**

The Developer shall insure against all damages or claims for damage in an insurance policy satisfactory to the Town. The policy or policies shall be issued in the name of the Developer and naming the Town, it's employees and agents as an additional insured, and the form and content shall be subject to the approval of the Town. The minimum limits of such policies shall be Two Million Dollars (\$2,000,000.00), all inclusive.

The policies shall be in effect until all requirements for development have been completed, including issuance of the Town Final Certificate for all Works, the Final Inspection for all fully completed buildings, and any other applicable matters under this Agreement, whichever last occurs. The premiums for the policies shall be paid annually and the Developer shall prove to the satisfaction of the Town from time to time, or as the Town may require, that all premiums on such policies have been paid and that the insurance is in full force and effect. The issuance of such policies of insurance shall not be construed as to relieve the Developer, from responsibility for other or larger claims, if any, for which it may be held responsible and the Developer shall indemnify the Town for any losses however caused as a result of the Developer's acts or omissions and which are not covered by the Insurance.

The aforesaid Developer's policies shall be in addition to the errors and omissions policies required by the Developer's architect(s) and engineer(s), as provided under Section 4.

**27. UTILITY COST AND CHARGES**

The Developer shall deal directly with all electricity, gas, telephone and other utility companies. The Developer, or its Consulting Engineer, shall obtain all approvals and permits and pay all fees and charges directly to the utility.

**28. ACCESS AND DAMAGE TO EXISTING PLANT**

The Developer shall repair any damages caused to any existing road, or existing structure or plant located on any road allowance as a result of the installation and/or maintenance of the Works or construction of the development and shall pay for any cost involved in the relocation of existing services, such as hydrants, telephone poles, etc. which may become necessary to the development.

All access roads must be maintained by the Developer in good repair acceptable to the Town during the time of construction. This shall include the removal of mud tracked from the development as well as dust control. No roadway outside the limits of the proposed development may be closed without the written consent of the Town or County where applicable. For the purpose of obtaining such consent, the Developer shall advise the Town Clerk and/or County Clerk of the date and time they wish to close the roadway. The Town reserves the right to limit or prohibit the use of any existing access road by the Developer.

**29. DUST CONTROL**

Prior to the acceptance of the completed roads, the Developer shall apply dust suppressant to control any dust problem to

traffic or home occupants, where such roads are not required herein to be paved in the interim.

**30. DRAINAGE**

The Lands shall be graded to drain in accordance with the approved, detailed storm water management and drainage plan and report, including a lot grading plan, as approved by the Grey Sauble Conservation Authority, the County of Grey and the Town, and as contained in Schedule "J". The detailed storm water management plan, including lot grading plan, shall be strictly complied with by the Developer and each subsequent lot or unit owner. Failure to comply may result in the Town at its option doing such work as may be necessary to ensure compliance and the Town may obtain payment pursuant to the provisions of Section 42 of this Agreement or any other means legally available.

A holdback of Securities for stormwater management and drainage shall be held by the Town until the Town Final Certificate has been issued, including completion of the Maintenance Period, in the same manner as other securities held for the Works, as further provided under Section 13.

Satisfactory drainage outlets shall be provided by the Developer. Drainage outlets shall be constructed from the limits of the Development to a sufficient outlet. A sufficient outlet is defined (as in the *Drainage Act*) as "a point at which water can be discharged safely so that there will be no damage to the lands or roads".

**31. LANDSCAPING, WALKWAYS AND LIGHTING PLAN**

The Developer agrees to construct the relocation of the Georgian Trail in accordance with the plans set out in Schedule "K" which is entitled "Georgian Trail Relocation Plan".

The Developer undertakes to expeditiously complete all Works as contemplated by the said plan in a good and proper workmanlike manner and agrees to comply with any reasonable request by the Town, in Consultation with the Georgian Trail Board of Management, to implement or further enhance the contemplated Works. Minimum standards for Georgian Trail construction are contained under Schedule "C", and shall be further detailed on the Georgian Trail Relocation Plan, including provisions for adequate drainage.

A holdback of securities for Georgian Trail Relocation shall be held by the Town until the Town Final Certificate has been issued, including completion of the Maintenance Period, in the same manner as other securities held for the Works, as further provided under Section 13.

**32. LANDS FOR MUNICIPAL PURPOSES**

The Developer shall provide free and clear of encumbrance immediately upon registration of this Agreement proof to the Town of the conveyance or dedication of all blocks, reserves, roadways, easements, together with any other conveyances or dedications as are contemplated in Schedule "G" to this Agreement. All roads are to be dedicated as public highways on the overall subdivision plan. All conveyances or dedications shall be provided to the Town showing title to be free and clear of encumbrance, other than any encumbrance that



extends from this Agreement (Also see Section 37 and 49).

**33. CONSTRUCTION REFUSE**

All construction refuse and debris from the development must be disposed of in an orderly and sanitary manner in a certified waste disposal site in compliance with the regulations under the *Environmental Protection Act*. The Town is not responsible for the removal or disposal of refuse or debris.

**34. REPLACEMENT OF SURVEY BARS**

Prior to proceeding with any further development on the Lands, the Developer agrees to supply a statement from an Ontario Land Surveyor that after the completion of the Works and development he had found or replaced all survey monuments and iron bars as shown on the registered plans.

**35. LEGAL NOTICE TO DEVELOPER**

Unless an abridgement of time for notice is indicated in other areas of this Agreement, any notice required to be given either by registered mail or by ordinary mail addressed to the Developer at its principal place of business or its last known address (as shown on the assessment roll of the Town) and shall be effective as of the fourth (4th) day after the deposit thereof in the Post Office.

**36. REGISTRATION AND ENCUMBRANCERS**

The Developer consents to the registration of this Agreement by the Town against title to the Lands forthwith after execution of this Agreement. At the time of registration the Developer warrants that there will be no encumbrancers whatsoever save and except those encumbrancers that may be made a party to this Agreement, such that this Agreement is a first registration against the Lands, or alternatively, all encumbrancers have either postponed to or have signed this Agreement.

**37. EASEMENTS, RESERVES AND RIGHTS-OF-WAY**

The Developer shall grant to the Town or to whom the Town may direct, at it's expense, all zero point three (0.3) metre reserves and all easements and rights-of-way required under the terms of this Agreement for the installation and supply of Works to the Lands. The form of the document conveying the reserve, easement or right-of-way shall be approved by the Town and executed conveyances for same shall be lodged with the Town for registration, prior to registration of any Plan of Subdivision on the Lands.

A list of reserves, easements and right-of-ways are set out in Schedule "G" to this Agreement. (Also see Section 32 and 49).

It is agreed that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, and that the Developer shall provide such additional easements as may be reasonably required under the subsequent Subdivision Agreement.

**38. UTILITY CLEARANCE**

Prior to the Construction of any Works, the Developer shall provide the Town with a letter from any applicable utility companies, as further provided under Section 27, stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing the utilities and/or relocating existing facilities.



**39. CHARGES**

The Developer agrees to pay for all arrears of taxes outstanding against the Lands before the registration of any Plan of Subdivision. The Developer further undertakes and agrees to pay all taxes levied on the basis and in accordance with assessment and Collectors Roll entries until such time as the Lands have been assessed and entered on the Collectors Roll according to the Registered Plan.

**40. LARGE SCALED DRAWINGS TAKE PRECEDENCE**

Wherever drawings or plans are referred to or shown in this Agreement, the large scaled drawings or plans take precedence over smaller version plans, drawings or models, as further provided under Section 2.

The Developer shall also ensure that the Town is provided with digital copies of all "Accepted for Construction", "Record Drawings" and Reference Plans in AutoCAD Release 14 format on Compact Disk.

**41. DRAFT PLAN CONDITIONS**

Attached hereto as Schedule "H" is a copy of the Phase 1 - Draft Plan Conditions issued by the Ontario Municipal which the Developer undertakes to comply with prior to release of a Subdivision Plan for registration. The Parties acknowledge that this Agreement does not fulfill the condition which requires a Subdivision Agreement with the Town and that a further Agreement shall be required in this regard.

**42. DEFAULT AND RECOVERY OF TOWN EXPENSES**

Where there has been default under any provision of this Agreement, for any reason whatsoever, including any default as provided under Section 15, 20, 23, 24 and 25, and/or this Agreement is declared to be void in accordance with Section 9, the Town may do all such matters and things as are in default, at the expense of the Developer, or any others that may assume responsibility as provided under Section 51. Notwithstanding the generality of the foregoing, this Section applies to all Works, including drainage.

Except as provided under Section 24, the Town shall give written notice of any default, by prepaid registered mail, which shall be effective as of four (4) days after the date of the deposit thereof in the Post Office. The default must be cured within thirty (30) days of the effective date of the notice, or within such other time as the Town may determine to be appropriate. If the default is not cured within the time period specified, the Town may without further notice enter upon the Lands, or any lands on which External Works are located, and proceed to cure the default.

Any expense incurred by the Town as a result of any default, including legal and engineering fees, contractors and other consultants, machinery and equipment, administration costs, and any other applicable expenses, plus fifteen (15%) percent overhead, shall be paid by the Developer, or said others responsible, as applicable, who shall forthwith pay the same upon demand. If such expenses are not paid to the Town within thirty (30) days of the date of billing, then the money owing may be deducted from the Letter of Credit, if available, as further provided under Section 11, and/or the Town may recover such amounts in like manner as municipal taxes pursuant to the

provisions of the *Municipal Act*, or any other means legally available. The aforementioned expenses shall be in addition to any other remedies under this Agreement, including the penalties under Section 7.

It is understood and agreed between the Parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Town. The Town, in addition to all other remedies it may have, may refuse to issue Building Permits until such Works are completely installed and maintained in accordance with the requirements of the Town.

**43. STREET NAMES**

All new public streets shall be named to the satisfaction of the Town. In particular, Lora Bay Drive is hereby approved for these Lands.

**44. MORTGAGEE BECOMING OWNER**

The Mortgagee hereby agrees that in the event of it becoming the owner of the Lands under its mortgage by way of foreclosure, purchase or otherwise, either beneficially or in trust, then its mortgage shall be deemed to be postponed to this Agreement and it shall be subject to the terms of this Agreement as though it had executed this Agreement in the capacity of the Developer.

**45. ASSIGNMENT OR TRANSFER OF MORTGAGE**

The Mortgagee hereby agrees that in the event of it assigning or transferring the mortgage on the Lands under its Mortgage, the assignment or transfer shall be subject to the terms hereof in the same manner as if the assignee or transferee had executed this Agreement. Sections 44 and 45 apply in the event of Power of Sale such that the purchasers shall be bound in the same manner as an assignee or transferee.

**46. CONSTRUCTION LIEN ACT**

Prior to the Town approving any Works within the development, the Developer shall cause his contractor to publish a Certificate of Substantial Performance as described in the *Construction Lien Act* as it relates to the construction contract. In no case will securities be reduced or released should evidence of any lien exist. Securities will not be released or reduced until forty-five (45) days have elapsed from the publication of the said Certificate of Substantial Performance and the Clerk has not received any claim under the said Act, and in any event will not be released or reduced except in accordance with Section 13.

**47. CONSTRUCTION SURETY**

The Developer acknowledges that it and subsequent owners are solely responsible to ensure that any construction on, use of and all dealings with the Lands, including any Works, are in compliance with all applicable laws, by-laws and standards, as further provided under Section 4. In the event that the Developer or any subsequent owner is in breach of the foregoing by virtue of a wrongful act or omission they are hereby estopped from taking any remedy against the Town or any of its employees or agents, and the Town or any of its employees or agents may plead this Section as a complete defence. Furthermore, if the Town or any of its employees or agents suffers any prejudice, or potential prejudice, including but not restricted to damages or other awards,

costs, or causes of actions for any relief whatsoever, then the Town or any of its employees or agents shall be entitled to be completely indemnified by the Developer or subsequent owner jointly for any wrongful act or omission occasioned by the said Developer or subsequent owner.

**48. TEMPORARY TURNING CIRCLES**

The Developer agrees that should temporary turning circles be required for the development of the Lands, the land or easement initially required for the temporary turning circle(s) that would no longer be required will be conveyed or released to the abutting landowners by the Town, with all costs connected with such dedication to be borne wholly by the Developer.

**49. SPECIAL PROVISIONS**

In addition to any requirements specified in the text of this Agreement, all notes to drawings contained in the attached Schedules may be considered Special Provisions or requirements under this Agreement, at the sole option of the Town. The following Special Provisions shall also apply:

- (a) The Parties agree that the Schedule of Works required under Section 14 of this Agreement shall note that those Works required to relocate the Georgian Trail shall be completed and operational to the satisfaction of the Town, in consultation with the Georgian Trail Board of Management, prior to the removal of the existing Georgian Trail. The Developer further acknowledges that any authorization to utilize any portion of the Georgian Trail by the Town is only permitted provided the Developer agrees to repair any damage created by any access, including but not limited to any existing damage already created due to past use of the Georgian Trail by the Developer. For the purposes of this Agreement damage includes anything different than the standard identified on the attached Plans identified in Schedule "J" and that if the Developer does not comply with the requirements contained herein they will be subject to the default provision contained within this Agreement and prohibition of any future access until otherwise authorized.
- (b) It is understood and agreed that the detailed location of the Georgian Trail shall be finalized in the field in consultation with the Town and the Georgian Trail Board of Management
- (c) The Developer agrees that they are responsible for the maintenance of any access, legal or otherwise, by others over any right-of-way other than a Town Road Allowance and hereby indemnifies the Town with regard to any claim that may come against the Town resulting from any action by the Developer.
- (d) The Parties agree that in lieu of the Developer providing 10 metres of Pavement width on Lora Bay Drive, the Developer will provide a parcel of land and construct public parking with direct access to Christie Beach Road and the Georgian Trail. It is understood and agreed that the dedication of Land shall qualify as a portion of the parkland dedication for the development of the lands, that the improvements to establish the parking area are at the sole cost of the Developer, that the parking shall be provided for a minimum of 20 cars to the Town's



requirements, that the said dedication shall occur as part of the registration of the first Plan of Subdivision on the Lands with the specific details contained with the applicable Subdivision Agreement and that Lora Bay Drive shall be designated under By-law by the Town for "No Parking".

- (e) The Town shall retain easement on Part 8, 16R-8329 for the continued use of the Georgian Trail until such time as the new Trail location has been completed and the Town Certificate for Substantial Performance has been issued.
- (f) The Parties acknowledge that some of the Works contemplated under this Agreement are eligible for Development Charge Credits pursuant to the Schedule "C" of the MOS.
- (g) The Developer agrees to obtain all necessary approvals from the Ministry of Transportation, the Grey Sauble Conservation Authority or any other applicable authority prior to the commencement of any Works that fall under there specific jurisdiction.
- (h) The Developer agrees that any proposed landscaping to be contained in the Town's road allowance is not authorized under this Agreement and that the first Subdivision Agreement or Site Plan Agreement for the Lands shall contain suitable provisions to the satisfaction of the Town for the landscaping of the Right-of-way and the Georgian Trail.

**50. AMENDMENTS**

The Developer agrees that no development, redevelopment or Works shall be undertaken other than in conformity with this Agreement. Any change in development requirements, or any development, redevelopment or Works not expressly provided for under this Agreement shall require an amendment to this Agreement and/or a new agreement between the Developer and the Town.

The Parties acknowledge that amendments to this Agreement, and in particular to the Schedules are anticipated to describe the particular obligations for Works, securities, development charges and other matters related to each Phase or Sub-phase of the development on the Lands.

**51. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns and upon the Lands described in Schedule "A" hereto, as provided under this Agreement.

**52. SEVERABILITY AND ENFORCEABILITY**

It is understood and agreed that the Developer shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Developer by the Town in any such proceeding. If any term, covenant or condition of this Agreement shall be found to be ultra vires of the Town, or otherwise unlawful, such term, covenant or condition shall conclusively be deemed to be severable and the remainder of

this Agreement mutatis mutandis shall be and remain in full force and effect.

**53. JOINT AUTHORS**

Each of the Parties is deemed to be a joint author of this Agreement.


**54. EXECUTION**

This Agreement may be signed in counterparts and delivery of an executed copy of this Agreement by facsimile or other electronic means will be binding upon all of the Parties as if all Parties had signed the same original copy of the Agreement.


IN WITNESS WHEREOF the Corporate Party hereto has affixed its respective Corporate Seal duly attested to by the hands of its authorized signing officers in that regard and the Natural Parties hereto have affixed their hand and seal the day and year first before written.

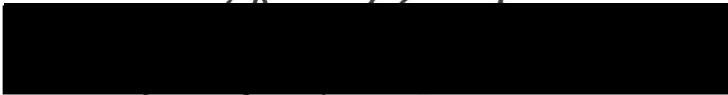
**SIGNED, SEALED AND DELIVERED**

**THE LORA BAY CORPORAITON**

  
Jim Wilkinson, President  
Authorized Signing Officer  
NOTE: I have the authority to  
bind the Corporation

**THE CORPORATION OF THE TOWN OF  
THE BLUE MOUNTAINS**

  
Ellen Anderson, Mayor

  
Stephen Keast, Clerk

## **Schedule "A"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Description of Lands being Developed:**

Part of Lots 34, 35 and 36, Registered Plan 931, Part of Park Lot C, Registered Plan 115, Part of Lots 37, 38 and 39, Concession 11 and Part of Lots 37 and 38, Concession 12 and Part of Lora Bay Drive (formerly Kenwood Drive), Registered Plan 442

More Specifically Described as

Parts 1 through 19, Reference Plan 16R-8329

Town of The Blue Mountains  
(formerly the Township of Collingwood),  
County of Grey,



## **Schedule "B"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Draft Plan Approval**

**Grey County File No. 42T - 2001-03, as prepared by Bousfield, Dale-Harris, Cutler, Smith Inc., dated May 30, 2003, as draft approved on March 26, 2004 by the Ontario Municipal Board.**

## **SCHEDULE "C"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **TOWN OF THE BLUE MOUNTAINS ENGINEERING STANDARDS**

The Town of The Blue Mountains Engineering Standards as revised and dated February, 2000 are on file with the Clerk's Office, Town of The Blue Mountains Municipal Office, 26 Bridge Street, Thornbury, Ontario, and may be viewed during normal office hours.

## Schedule "D"

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

## Servicing Plan

Works are to be constructed in accordance with the following drawings prepared by Henderson Paddon Limited

Drawing Numbers	Drawing
303043-01	Title and Index Sheet
303043-02	Lora Bay Drive, Plan and Profile Sta. 20+030.030 to 20+160.00
303043-03	Lora Bay Drive, Plan and Profile, Sta. 20+160.00 to 20+400.00
303043-04	Lora Bay Drive, Plan and Profile, Sta. 20+400.00 to 20+640.00
303043-05	Lora Bay Drive, Plan and Profile, Sta. 20+610.00 to 20+874.01
303043-06	Roundabout, Plan and Profile, Sta. '21+640.00' to '21+740.00'
303043-07	Relocated Georgian Trail, Plan and Profile, Sta. 21+000.00 to 21+280.00
303043-08	Lora Bay Drive, Horizontal Alignment
303043-09	Lora Bay Drive, Utility Plan, Sta. 20+030.838 to 20+400.00
303043-10	Lora Bay Drive, Utility Plan, Sta. 20+400.00 to 20+874.01
303043-11	Lora Bay Drive, Details and Standards

All drawings are stamped "Accepted for Construction" by the Town of The Blue Mountains municipal engineer. The stamped drawings are on file with the Town Clerk's Office, and may be viewed during normal office hours.



## SCHEDULE "E"

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### Itemized Estimate of Cost of Construction of Each Part of the Works

Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
<b>PART 1 - LORA BAY DRIVE</b>						
<u><b>Section 1 - Road Construction</b></u>						
1.1.1	206 501 SP	Earthwork (fill, compaction, excavation) (Cut: 6189m³ ; Fill: 170m³)	L.S.	-	\$ 41,710.00	\$ 41,710.00
1.1.2	570 SP	Topsoiling	L.S.	-	\$ 63,620.00	\$ 63,620.00
1.1.3	571 SP	Sodding - Nursery	m²	15900	\$ 2.61	\$ 41,499.00
1.1.4	314 501 SP	Granular "B" (PQP)	tonnes	6475	\$ 8.20	\$ 53,095.00
1.1.5	314 501 SP	Granular "A" (PQP)	tonnes	2950	\$ 10.40	\$ 30,680.00
1.1.6	310 313 SP	Hot Mix HL4 Asphalt Base Course (40 mm lift) (PQP)	tonnes	910	\$ 51.20	\$ 46,592.00
1.1.7	310 313 SP	Hot Mix HL3 Asphalt Surface Course (40 mm lift) (PQP)	tonnes	910	\$ 57.50	\$ 52,325.00
1.1.8	310 314 SP	1.5 m wide Walkway Including Granulars	m²	365	\$ 11.00	\$ 4,015.00
1.1.9	353 SP	Concrete Curb And Gutter	m	1910	\$ 36.75	\$ 70,192.50
1.1.10	405 SP	Perforated Sub-drains - 100 mm dia. c/w filter sock.	m	1910	\$ 14.50	\$ 27,695.00
1.1.11	201 206 SP	Ditch Excavation (2875m³)	L.S.		\$ 47,716.00	\$ 47,716.00
1.1.12	511 SP	Rip-Rap c/w Geosynthetic Cloth (2130m³)	L.S.	-	\$ 29,260.00	\$ 29,260.00
1.1.13	SP	Supply and Install Traffic Signs	ea.	16	\$ 230.00	<u>\$ 3,680.00</u>
<b>Total Part 1 - Section 1</b>						<u><b>\$512,079.50</b></u>
<u><b>Section 2 - Storm Sewers, and Appurtenances</b></u>						

Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
1.2.1	410 514 SP	300 mm dia. Storm Sewer from CB1 to CBMH2 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.2	410 514 SP	300mm dia. Storm Sewer from CBMH2 to ditch outlet	m	10	\$ 126.00	\$ 1,260.00
1.2.3	410 514 SP	300 mm dia. Storm Sewer from CB3 to CBMH4 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.4	410 514 SP	300mm dia. Storm Sewer from CBMH4 to ditch outlet	m	11.5	\$ 124.00	\$ 1,426.00
1.2.5	410 514 SP	300 mm dia. Storm Sewer from CB5 to CBMH6 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.6	410 514 SP	300mm dia. Storm Sewer from CBMH6 to ditch outlet	m	6	\$ 136.00	\$ 816.00
1.2.7	410 514 SP	300 mm dia. Storm Sewer from CB7 to CBMH8 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.8	410 514 SP	300mm dia. Storm Sewer from CBMH8 to ditch outlet	m	6	\$ 136.00	\$ 816.00
1.2.9	410 514 SP	300 mm dia. Storm Sewer from CB9 to CBMH10 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.10	410 514 SP	300mm dia. Storm Sewer from CBMH10 to ditch outlet	m	6	\$ 136.00	\$ 816.00
1.2.11	410 514 SP	300 mm dia. Storm Sewer from CB11 to CBMH12 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.12	410 514 SP	300mm dia. Storm Sewer from CBMH12 to ditch outlet	m	6	\$ 136.00	\$ 816.00
1.2.13	410 514 SP	300 mm dia. Storm Sewer from CB13 to CBMH14 to include bedding and compacted backfill	m	8.5	\$ 306.00	\$ 2,601.00
1.2.14	410 514 SP	300mm dia. Storm Sewer from CBMH14 to ditch outlet	m	6	\$ 136.00	\$ 816.00
1.2.15	410 514 SP	300 mm dia. Storm Sewer from CB15 to CBMH16 to include bedding and compacted backfill	m	8.5	\$ 110.00	\$ 935.00

Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
1.2.16	410 514 SP	300 mm dia. Storm Sewer from CBMH16 to CBMH18 to include bedding and compacted backfill	m	65	\$ 104.00	\$ 6,760.00
1.2.17	410 514 SP	300 mm dia. Storm Sewer from CB17 to CBMH18 to include bedding and compacted backfill	m	8.5	\$ 128.00	\$ 1,088.00
1.2.18	410 514 SP	300 mm dia. Storm Sewer from CBMH18 to CBMH20 to include bedding and compacted backfill	m	60	\$ 106.00	\$ 6,360.00
1.2.19	410 514 SP	300 mm dia. Storm Sewer from CB19 to CBMH20 to include bedding and compacted backfill	m	8.5	\$ 115.00	\$ 977.50
1.2.20	410 514 SP	300 mm dia. Storm Sewer from CBMH20 to DCBMH22 to include bedding and compacted backfill	m	60	\$ 110.00	\$ 6,600.00
1.2.21	410 514 SP	300 mm dia. Storm Sewer from DCB21 to DCBMH22 to include bedding and compacted backfill	m	8.5	\$ 126.00	\$ 1,071.00
1.2.22	410 514 SP	300 mm dia. Storm Sewer from DCBM22 to STMH25 to include bedding and compacted backfill	m	68	\$ 114.00	\$ 7,752.00
1.2.23	410 514 SP	300 mm dia. Storm Sewer from DCB23 to STMH25 to include bedding and compacted backfill	m	18	\$ 116.00	\$ 2,088.00
1.2.24	410 514 SP	300 mm dia. Storm Sewer from DCB24 to STMH25 to include bedding and compacted backfill	m	9.5	\$ 122.00	\$ 1,159.00
1.2.25	410 514 SP	750 mm dia. Storm Sewer from STMH36 to STMH25 to include bedding and compacted backfill	m	19.5	\$ 310.00	\$ 6,045.00
1.2.26	410 514 SP	750 mm dia. Storm Sewer from STMH25 to DCBMH26 to include bedding and compacted backfill	m	38.5	\$ 314.00	\$ 12,089.00
1.2.27	410 514 SP	375 mm dia. Storm Sewer from DI35 to STMH36 to include bedding and compacted backfill	m	12	\$ 133.00	\$ 1,596.00
1.2.28	410 514 SP	375 mm dia. Storm Sewer from DI35 to DI34 to include bedding and compacted backfill	m	4.5	\$ 137.00	\$ 616.50



Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
1.2.29	410 514 SP	750 mm dia. Storm Sewer from DCBMH26 to DCBMH28 to include bedding and compacted backfill	m	44	\$ 310.00	\$ 13,640.00
1.2.30	410 514 SP	300 mm dia. Storm Sewer from DCB27 to DCBMH28 to include bedding and compacted backfill	m	8.5	\$ 110.00	\$ 935.00
1.2.31	410 514 SP	750 mm dia. Storm Sewer from DCBMH28 to DCBMH30 to include bedding and compacted backfill	m	50	\$ 323.00	\$ 16,150.00
1.2.32	410 514 SP	300 mm dia. Storm Sewer from DCB29 to DCBMH30 to include bedding and compacted backfill	m	8.5	\$ 323.00	\$ 2,745.50
1.2.33	410 514 SP	450 mm dia. Storm Sewer from STMH33 to DCBMH30 to include bedding and compacted backfill	m	5	\$ 160.00	\$ 800.00
1.2.34	410 514 SP	750 mm dia. Storm Sewer from DCBMH30 to DCBMH31 to include bedding and compacted backfill	m	51	\$ 317.00	\$ 16,167.00
1.2.35	410 514 SP	750 mm dia. Storm Sewer from DCBMH31 to DCBMH32 to include bedding and compacted backfill	m	8.5	\$ 535.00	\$ 4,547.50
1.2.36	407 516 SP	600 mm x 600 mm Precast Catchbasin to include Frame and Grate	ea	10	\$ 1,228.00	\$ 12,280.00
1.2.37	407 516 SP	600 mm x 1450 mm Precast Double Catchbasin to include Frame and Grate	ea	5	\$ 2,040.00	\$ 10,200.00
1.2.38	407 516 SP	1200 mm dia. Precast Catchbasin Manhole to include Frame and Grate	ea	10	\$ 2,530.00	\$ 25,300.00
1.2.39	407 516 SP	1500 mm dia. Precast Double Catchbasin Manhole to include Frame and Grate	ea	5	\$ 4,245.00	\$ 21,225.00
1.2.40	407 516 SP	1800 mm dia. Precast Double Catchbasin Manhole to include Frame and Grate	ea	1	\$ 4,485.00	\$ 4,485.00
1.2.41	407 516 SP	1200 mm dia. Precast Storm Manhole to include Frame and Grate	ea	1	\$ 3,336.00	\$ 3,336.00
1.2.42	407 516 SP	600x600 mm Precast Concrete Ditch Inlets to include Grate	ea	2	\$ 1,786.00	\$ 3,572.00
1.2.43	407 516 SP	1500 mm dia. Precast Storm Manhole to include Frame and Grate	ea	1	\$ 4,086.00	\$ 4,086.00
1.2.44	407 516 SP	1800 mm dia. Precast Storm Manhole to include Frame and Grate	ea	1	\$ 5,817.00	<u>\$ 5,817.00</u>

Total Part 1 - Section 2

\$ 225,396.00

Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
<u>Section 3 - Sanitary Sewers and Services</u>						
1.3.1	410 514 SP	200 mm dia. PVC DR 35 Sanitary Sewer from SAMH1 to SAMH2	m	5	\$ 210.00	\$ 1,050.00
1.3.2	410 514 SP	200 mm dia. PVC DR 35 Sanitary Sewer from SAMH2 to SAMH3	m	5	\$ 405.00	\$ 2,025.00
1.3.3	410 514 SP	200 mm dia. PVC DR 35 Sanitary Sewer from SAMH3 to plug at NE limit of contract	m	37	\$ 308.00	\$ 11,396.00
1.3.4	412 514 SP	200 mm dia. PVC Series 125 (DR32.5) Sanitary Forcemain	m	162	\$ 115.00	\$ 18,630.00
1.3.5	407 516 SP	1200 mm dia. Sanitary Drop Manholes c/w Frame and Grate	ea	2	\$ 5,588.00	\$ 11,176.00
1.3.6	407 516 SP	1200 mm dia. Sanitary Manhole c/w Frame and Grate	ea	1	\$ 3,900.00	\$ 3,900.00
1.3.7	407 516 SP	Supply and Install 200 mm dia. 45 degree bends on Forcemain	ea	2	\$ 475.00	\$ 950.00
1.3.8	407 516 SP	Plug and Brace 200 mm dia. Sanitary Sewer	ea	1	\$ 206.00	\$ 206.00
1.3.9	SP	Plug and Brace 200 mm dia. Force Main	ea	2	\$ 275.00	\$ <u>550.00</u>
Total Part 1 - Section 3						\$ <u>49,883.00</u>
<u>Section 4 - Watermains and Services</u>						
1.4.1	514 701 SP	250 mm dia. PVC DR18 Watermain	m	172	\$ 137.00	\$ 23,564.00
1.4.2	514 701 SP	250 mm dia. Gate Valve and Box	ea	1	\$ 1,480.00	\$ 1,480.00
1.4.3	514 701 SP	250 mm dia. Bends	ea	2	\$ 710.00	\$ 1,420.00
1.4.4	514 701 SP	Plug and Brace 250 mm dia. Watermain	ea	1	\$ 978.00	\$ 978.00
1.4.5	514 701 SP	Supply and Place 300x250x300 Tee	ea	1	\$ 1,398.00	\$ 1,398.00
1.4.6	514 701 SP	300 mm dia. PVC DR18 Watermain	m	55	\$ 157.00	\$ 8,635.00
1.4.7	514 701 SP	300 mm dia. Gate Valve and Boxes	ea	2	\$ 1,930.00	\$ 3,860.00
1.4.8	514 701 SP	Plug and Brace 300 mm dia. Watermain	ea	2	\$ 710.00	\$ 1,420.00

Item No.	Spec. No.	Description	Unit	Est. Qty.	Contractor's Bid Per Unit (in figures)	Contractor's Total Bid (in figures)
1.4.9	407	Supply and place valve	ea	1	\$ 14,520.00	\$ 14,520.00
	514	chamber c/w Pressure				
	SP	Reducing Valve				
1.4.10	514	Fire Hydrant including Gate	ea.	1	\$ 4,960.00	<u>\$ 4,960.00</u>
	701	Valves, Marker and Tee				
	SP					
Total Part 1 - Section 4						<u>\$ 62,235.00</u>
Section 5 - Miscellaneous						
1.5.1	SP	100% Performance Bond, 100% Labour and Materials Payment Bond, Insurances and Permits	L.S.	-	\$ 6,430.00	<u>\$ 6,430.00</u>
Total Part 1 - Section 5						<u>\$ 6,430.00</u>
Total Part 1 - Section No. 1						\$ 512,079.50
Total Part 1 - Section No. 2						\$ 225,396.00
Total Part 1 - Section No. 3						\$ 49,883.00
Total Part 1 - Section No. 4						\$ 62,235.00
Total Part 1 - Section No. 5						<u>\$ 6,430.00</u>
Part 1 - Sub-Total						<u>\$ 856,023.50</u>
Section 6 - Goods and Services Tax						
1.6.1		GST (7% of Sub-Total Sections 1 through 5)				<u>\$59,921.64</u>
PART 1 - TOTAL TENDER PRICE						<u>\$ 915945.14</u>
PART 2 - GEORGIAN TRAIL RELOCATION						
<u>Section 1 - Georgian Trail Construction</u>						
2.1.1	314	50mm of limestone	m <sup>2</sup>	1760	\$ 2.65	\$ 4,664.00
	501	screenings				
	SP					
2.1.2	314	100mm of Granular 'A' (100%	m <sup>2</sup>	1760	\$ 4.75	\$ 8,360.00
	501	SPD)				
	SP					
2.1.3	206	Earthworks	L.S.	L.S.	\$ 6,763.00	\$ 6,763.00
	501					
	SP					
2.1.4	201	Ditch Excavation	L.S.	-	\$ 1,437.00	\$ 1,437.00
	206	(135m <sup>3</sup> )				
	SP					
2.1.5	511	Rip-Rap (20 m <sup>3</sup> )	L.S.	-	\$ 606.00	\$ 606.00
	SP					
2.1.6	570	Seed & Mulch c/w Topsoil	m <sup>2</sup>	4515	\$ 4.30	\$ 19,414.50
	572	(100mm) where required				
	SP	(east of Lora Bay Drive)				
2.1.7	421	Place 560x420mm dia. CSPA	m	19	\$ 125.00	<u>\$ 2,375.00</u>
	SP	(2.0mm thickness) at existing ditch grade				
Total Part 2 - Section 1						<u>\$ 43,619.50</u>
Section 2 - Miscellaneous						
2.2.1	SP	100% Performance Bond, 100% Labour and Materials Payment Bond, Insurances and Permits	L.S.	-	\$ 355.00	<u>\$ 355.00</u>



Total Part 2 - Section No. 1 \$ 43,619.50

Total Part 2 - Section No. 2 \$ 355.00

3.1.1	GST (7% of Sub-Total Sections 1 through 2)	\$	<u>3,078.21</u>
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2.2.1	SP	100% Performance Bond, 100% Labour and Materials Payment Bond, Insurances and Permits	L.S.	-	\$	355.00	\$	<u>355.00</u>
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Total Part 2 - Section No. 1    \$    43,619.50

Total Part 2 - Section No. 2    \$         355.00

3.1.1	GST (7% of Sub-Total Sections 1 through 2)	\$	<u>3,078.21</u>
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PART 2 - TOTAL TENDER PRICE \$ 47,052.71

## **Schedule "G"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **List of Easements, Dedications and Reserves to be Granted to the Town or to Others**

#### **From Developer to Town**

1. A 5 metre road widening on the West Side of Lora Bay Drive from Highway 26 to the existing Georgian Trail
- 

#### **From Town to Developer**

## **Schedule "H"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Draft Plan Conditions**

#### **Phase: Golf Course and Future Development Blocks**

That Plan of Subdivision File No. 42T-2001-03 has been granted **DRAFT APPROVAL**.

The conditions of final approval for registration of this draft Plan of Subdivision are as follows:

#### **No. Conditions**

1. That this approval applies to the draft plan prepared by Bousfield, Dale-Harris, Cutler and Smith Inc. dated May 30, 2003, showing Blocks RC1-RC11 (Golf Course), FD1-FD4 (Future Development), PL2-PL24 (Parks, Water Reservoir, Trails, Road Widening and 0.3 metre reserves), NL1 - NL6 (Deer Yards, Nature Reserve, Lake Drive Frontage, Nippissing Ridge), CEC1a, 1b, 2a and 2b (Future Common Element Condominium), RR1-RR130 (Future Development Blocks) and Street A on Part of Lots 35, 36, 37 and 38, Concession 11 & Part of Lots 37 and 38, Concession 12 & Part of Park Lots B, C, E and F, R.P. 115 & Part of Lots 34, 35, 36 and 46, R.P. 931 & Part of Lots 3 and 4 Registrar's Compiled Plan 1032 (formerly Township of Collingwood) in the Town of The Blue Mountains in the County of Grey.
2. The owner shall satisfy the parkland dedication requirement of the Municipality in accordance with the provision of the Planning Act and Minutes of Settlement dated June 9, 2003 ("the Minutes of Settlement").
3. That the owner agrees to satisfy all the requirements, financial and otherwise, concerning the provision of roads, installation of services and drainage consistent with the Minutes of Settlement between the Town and the Owner and that appropriate provisions be contained within the Subdivision Agreement.
4. That the following Blocks are conveyed to the Town of The Blue Mountains:  
Blocks PL2 to PL4 and PL6, PL 7 and PL9 to PL12 for Trail purposes  
Blocks PL14 to PL16 and PL19 to PL24 for 0.3 metre reserves  
Blocks PL5 for park  
Block PL13 for Road Widening  
Block PL8 for Trail and Scenic Lookout (as set out in Schedule J).  
Street A for road purposes
5. That Blocks PL17 and PL18 are conveyed to the Ministry of Transportation as a 0.3 metre reserve.
6. That Blocks NL1 to NL6 are conveyed to the Town of The Blue Mountains.
7. That Street A is named to the satisfaction of the Town of The Blue Mountains.



8. That prior to final approval, all necessary easements and agreements be obtained to the satisfaction of the Town of The Blue Mountains.
9. That development of the plan is phased in accordance with the Minutes of Settlement.
10. That a Subdivision Agreement between the owner and the Town of The Blue Mountains shall be entered into and registered against the lands to which it applies, including suitable provisions to provide for improvements to Highway 26 in accordance with a traffic study dated August 2001 by Dillon Consulting Limited to the satisfaction of the Ministry of Transportation.
11. (a) That prior to final approval, drainage, surface water and stormwater management plans be prepared by a professional engineer that will address the means to control erosion, sedimentation and surface water flow within the development lands and golf course lands. Stormwater management will be sized to accommodate the abutting future development (FD1 to FD4 and RR1 To RR130) properties, both during and after construction, to the satisfaction of the municipality in consultation with the Grey Sauble Conservation Authority.
- (b) That the subdivision agreement between the owner and the Town of The Blue Mountains contain provisions in wording acceptable to the Town of The Blue Mountains, in consultation with the Grey Sauble Conservation Authority, that will ensure the implementation of the approved plans. The agreement shall also provide for the maintenance, and default provisions with respect to stormwater management facilities.
- (c) The said stormwater management plan shall provide for the conceptual design of works as may be necessary to ensure that storm water flows being conveyed from upstream of the development areas and those storm water flows arising from within the development areas are properly collected and conveyed to a legal and sufficient outlet.
12. The Owner shall not construct internal services for the plan prior to entering into a pre-servicing agreement and/or Subdivision Agreement.
13. That an updated stormwater management plan to be completed to the satisfaction of the Town in consultation with the Grey Sauble Conservation Authority. This plan is to include general lot grading and drainage requirements. This plan is also to address sediment and erosion control measures employed during development and are incorporated into the Subdivision Agreement.
14. Prior to final approval, appropriate zoning is in effect for this proposed subdivision and the zoning by-law is implemented to the satisfaction of the Grey Sauble Conservation Authority.
15. Prior to final approval, a phase 2 archeological assessment has been approved to the satisfaction of the appropriate approval authority.
16. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation along with the applicable application fee and a resolution from the local municipality must be received by the County of Grey Director of Planning prior to the lapsing date. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted.

17. That prior to final approval we are advised, in writing, by the Town of The Blue Mountains that conditions 2, to 14 have been satisfied.
18. That prior to final approval we are advised, in writing, by the Grey Sauble Conservation Authority that conditions 11, 13 and 14 have been satisfied.
19. That prior to final approval we are advised in writing, by the Ministry of Transportation that conditions 5 and 10 have been satisfied.
20. That prior to final approval, a copy of the fully executed Subdivision Agreement between the Owner and the Town of The Blue Mountains shall be provided to the County of Grey.
21. That the owner provides the County of Grey with a computer disk containing a digitized copy of the Final Plan in a format acceptable to the County of Grey.

#### NOTES TO DRAFT APPROVAL

1. It is the Owners responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 meters (10 feet) to the energized conductor. It is the Owner's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "DANGER - Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
3. Clearances are required from the following agencies:  
Town of The Blue Mountains  
Municipal Office  
Box 310  
Thornbury, Ontario N0H 2P0  
  
Grey Sauble Conservation Authority  
R.R. # 4  
OWEN SOUND, Ontario N4K 5N6  
  
Ministry of Transportation  
659 Exeter Road  
London, Ontario N6E 1L3
4. We suggest you make yourself aware of the following subsections of the Land Titles Act:  
a) subsection 143(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and  
b) subsection 143(2) allows certain exceptions.
5. It is a requirement that the municipality register the subdivision agreement as provided by subsection 51 (26) of the *Planning Act* against the land to which it applies, as notice to prospective purchasers.
6. Inauguration or extension of a piped water supply, a sewage system or a storm drain, is subject to the approval of the Ministry of the Environment under the *Ontario Water Resources Act*, RSO 1990, as amended.

7. All measurements in subdivision final plans must be presented in metric units.
8. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(21) of the *Planning Act* RSO 1990, as amended.
9. That fill and/or alteration to waterway permits are required from the Grey Sauble Conservation Authority.
10. That prior to any alteration or crossing of the watercourses, or works within a fill regulated area, approval must be obtained from the Grey Sauble Conservation Authority.
11. Final approval of the subdivision plans approved by the Ontario Municipal Board is given to the County of Grey pursuant to Section 51 (56.1) of the *Planning Act*.
12. That Block PL1 be conveyed to the Town of The Blue Mountains for water reservoir purposes as set out in Schedule J to the Minutes of Settlement.
13. That Blocks A2, A3 and A4 be convey to Lora Bay Corporation as set out in Schedule J to the Minutes of

## **Schedule "I"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Stormwater Management, Drainage and Site Grading Plan**

**See Schedule "D"**



## **Schedule "J"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Georgian Trail Relocation Plan**

The Georgian Trail Relocation Plan is as prepared by Henderson Paddon and stamped "Accepted for Construction" by the Town of The Blue Mountains municipal engineer. The stamped drawings are on file with the Town Clerk's Office, and may be viewed during normal office hours.

## **Schedule "K"**

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### **Declaration of Progress and Completion**

The Parties acknowledge that the Declaration of Progress and Completion form may be modified from time to time, and is on file with the Town Clerk's Office, and may be viewed during normal office hours.

## Schedule "L"

**Note:** It is understood and agreed that this Schedule forms part of the Pre-servicing Agreement for Lora Bay Corporation, Part Lots 35 to 38, Concession 11 and Part Lots 37 and 38, Concession 12, Town of The Blue Mountains, County of Grey.

### Letter of Credit Format

#### "Standby" Letter of Credit Irrevocable Letter of Credit

Date of Issue: \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address of Bank \_\_\_\_\_  
Letter of Credit No. \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name of Customer \_\_\_\_\_  
Address of Customer \_\_\_\_\_

TO: Corporation of the Town of The Blue Mountains  
26 Bridge Street East, P. O. Box 310, Thornbury, Ontario, Canada NOH 2P0

Except as otherwise expressly stated, this Letter of Credit is issued subject to the "Uniform Customs and Practices for Documentary Credits (1993 Revision), being International Chamber of Commerce Publication No. UCP 500".

We hereby authorize you to draw on the Bank of \_\_\_\_\_, \_\_\_\_\_, Ontario, Canada \_\_\_\_-\_\_\_\_ for the account of our customer \_\_\_\_\_, \_\_\_\_\_, Ontario, Canada \_\_\_\_-\_\_\_\_, up to an aggregate amount of One Million One Hundred Eleven Thousand One Hundred Eleven and 00/100's Canadian Dollars (Cdn. \$ 1,111,111.00) which is available on demand.

Pursuant to the request of our said customer, \_\_\_\_\_, We, the Bank of \_\_\_\_\_, hereby establish and give to you an Irrevocable Letter of Credit in your favour, in the above total amount, which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer, or objection by them to payment by us.

Demand shall be by way of a letter signed by an authorized signing officer of the Corporation of the Town of The Blue Mountains. Partial drawings shall be permitted. (Optional: "Demand drawn under this Letter of Credit is to state on its face that it is drawn under this Letter of Credit stating its number and date.") The original Letter of Credit must be presented with the demand to us at: the Bank of \_\_\_\_\_, \_\_\_\_\_, Ontario, Canada \_\_\_\_-\_\_\_\_ for our endorsement of any payment thereon. (Optional: "For partial drawings, a copy of the Letter of Credit may be presented with the demand; for the final drawing, the original of the Letter of Credit may be presented with the demand.") The Letter of Credit, we understand, relates to a Subdivision Agreement between our said customer and the Corporation of the Town of The Blue Mountains, with \_\_\_\_\_ (mortgage company), as third party, regarding \_\_\_\_\_ (property description).

The amount of this Letter of Credit may be reduced from time to time, as advised by notice in writing, given to us by an authorized signing officer of the Corporation of the Town of The Blue Mountains.

We hereby agree that drawings under this letter of credit will be duly honoured upon demand.

This Letter of Credit will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth. It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or such future expiration date, we notify you in writing by registered mail or courier that we elect not to consider this Letter of Credit renewed for any such additional period.

Authorized Signature

Authorized Counter Signature