

FOR OFFICE USE ONLY

LT 000203

CERTIFICATE OF RECEIPT
GREY (16) OWEN SOUND

2005 OCT 26 PM 12 20

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

PROPERTY OF THE
REGISTRY OFFICE

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 47 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

APPLICATION TO REGISTER A NOTICE OF A SUBDIVISION AGREEMENT -
Section 71 of the Land Titles Act

(5) Consideration

Dollars \$

(6) Description

The whole of Lots 1 to 128, both inclusive and the whole of Blocks 129
to 143, both inclusive, Registered Plan 16M-2,
Town of The Blue Mountains, County of Grey
being Parcels 1-1 to 143-i
Section 16M-2

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:

I, John G. Metras, am solicitor for Town of The Blue Mountains.
I confirm that The Lora Bay Corporation is the registered owner of the land described in Box 6 and I confirm
that this document effects an interest in that land.
The land is registered in the name of The Lora Bay Corporation and I hereby apply under Section 71 of the Land
Titles Act for the entry of a Notice in the register for the said parcel.
I hereby authorize the Land Registrar to delete the entry of this Notice from the said parcel register without
notice or application with the consent of the following party:
The Corporation of the Town of The Blue Mountains

Dated: October 26, 2005

John G. Metras

Continued on Schedule ☐

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

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

Name(s)

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
by its solicitor, METRAS, John G.
(Municipality)

Date of Signature
Y M D
2005 10 26

(11) Address for Service
P.O. Box 310
Thornbury, Ontario N0H 2P0

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

Name(s)

Signature(s)

Date of Signature
Y M D

THE LORA BAY CORPORATION
(Developer)

THE EQUITABLE TRUST COMPANY
(Mortgagee)

(13) Address
for Service

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

Shaw, McLellan & Ironside
Box 280, 10 Schoolhouse Lane
Collingwood, Ontario
L9Y 3Z5

Fees and Tax

Registration Fee

60

Total

The Lora Bay Corporation

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TOWN THE BLUE MOUNTAINS

SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate on the 21st day
of Sept. ,2005.

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,

AND

THE EQUITABLE TRUST COMPANY

hereinafter called the MORTGAGEES of the THIRD PART.

WHEREAS the Developer is the owner of lands described in Schedule "A" to this Agreement (hereinafter called the "Lands") and proposes to develop the Lands under a registered plan of subdivision and a registered plan of condominium, subject to all necessary approvals by the Town and any other applicable approval authority;

AND WHEREAS the Developer, the Town and the County entered into Minutes of Settlement dated June 9, 2003, which were subsequently amended on February 22, 2005 (hereinafter referred to as the "MOS") for the purpose of resolving certain appeals made by the Developer to the Ontario Municipal Board respecting the development of the Developer's Lands and the purpose of this Agreement is to implement the provisions of the MOS including Schedule "C" thereto which deals with the Services and other matters;

AND WHEREAS the Ontario Municipal Board has issued Order No. 0461 dated March 2, 2005 granting Phase 1 Draft Plan Approval for the separation of the golf course lands from the future residential blocks and Phase 2 Residential Draft Plan Approval for the establishment of 153 residential dwelling units on the Lands (County of Grey File No. 42T-2001-03) ;

AND WHEREAS the Developer has received Draft Plan Approval for a Common Elements Plan of Condominium from the County of Grey (File No. 42-CDM-2005-07) for the ownership and maintenance of the services, private roads, parking and open space areas;

AND WHEREAS the Parties executed a Master Development Agreement on July 19, 2005 which details the terms and conditions to which the Golf Course Lands and Residential blocks may be developed including phasing and servicing provisions;

AND WHEREAS the Parties executed a Pre-servicing Agreement (hereinafter referred to as the "Phase 1 Pre-servicing Agreement") on October 4, 2004 which provided the construction of certain works being the Lora Bay Drive and Georgian Trail relocation also in advance of the registration of the Phase 1 Plan of Subdivision;

AND WHEREAS the Parties have executed a Pre-Servicing Agreement (hereinafter referred to as the "Phase 2 Pre-Servicing Agreement") on November 15, 2004 detailing the terms and condition to which the Phase 2 services are to be installed;

AND WHEREAS with the execution of this Agreement is intended to satisfy the condition of the Phase 2 Draft Plan Approval for an Agreement with the Town

AND WHEREAS the Lands are zoned to permit the development conditional upon the removal of the holding -h symbol in accordance with Section 36 of the Planning Act R.S.O. 1990 as amended and that the execution of this Agreement is one of the requirements to the removal of the holding -h symbol;

AND WHEREAS the Town requires, prior to consenting to the release of the Plan for registration, that the Developer enter into an Agreement to construct and install roadways, water and sewer services and other works and other requirements as hereinafter provided (hereinafter referred to as the "Works") and further requires the Developer to make financial arrangements with the Town for the installation and construction of required Works prior to the release of the Plan or any portion thereof for registration;

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 to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto covenant, promise and agree with each other as follows:

1A. CLARIFICATION AND INTERPRETATION

At the time that this Agreement is entered into, the Developer has received draft plan approval (County of Grey File No. 42T-2001-03) for the residential plan of Subdivision and draft plan approval (County of Grey File No. 42-CDM-2005-07) for the Common Elements Plan of Condominium.

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 both Internal and External Works. One Certificate will be issued when all water and sewer services and rough lot grading (Inground Works) have 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) and is also one requirement for the issuance of Building Permits (see Section 37).

Town Certificate of Completion - This Certificate shall cover both Internal and External Works. 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) and is also one requirement for Occupancy (see Section 38).

Town Final Certificate - This Certificate shall cover both Internal and External 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", as further provided under Section 50.

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 the sum of Five Hundred Dollars (\$500.00) to cover the administrative costs of the Town.
 - (b) deposit with the Town the sum of Five Thousand Dollars (\$5,000.00) to be applied toward the professional review costs of the Town.
- ii) Prior to the signing of the Subdivision Agreement the Developer shall:
 - (a) deposit with the Town, Monies, Securities and Insurance as outlined in this Agreement;
 - (b) have submitted and obtained the Town's approval and, where applicable, the Georgian Trail Board of Management of the following, all to be in accordance with the Town's approved Engineering Standards and the standards of the Georgian Trail Board of Management:
 - i) the Storm Water Management and Drainage and Lot Grading Plan;
 - ii) the Landscaping, Walkways and Lighting Plan;
 - iii) road plans and profiles, including signs;
 - iv) sewer and water main plans and profiles;
 - v) service layout plans for hydro, telephone and gas;
 - vi) any other plans, approvals or matters that may be required under this Agreement.
 - (c) 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.
 - (d) provide evidence that the project is in conformance with the *Environmental Assessment Act* (Schedule "C" projects only).
- iii) Prior to the Town releasing the Plan for Registration:
 - (a) pay in full outstanding taxes, cash-in-lieu for parkland, drainage and local improvement charges and any other specified charges;
 - (b) provide to the Town a draft Deed or proof of dedication to the Town of lands such as the roadways, reserves, easements, etc. and provide the cash in lieu of Parkland dedication and other matters as stipulated elsewhere in this Agreement;
- iv) 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.
- v) Prior to the issuance of a Building Permit, the Developer shall:
 - (a) have obtained final approval of the Plan of Subdivision from the County of Grey and have obtained registration of the Plan; and
 - (b) have complied with all the requirements of Section 37 and 54.

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- vi) Prior to any person occupying a building within the subdivision, the Developer shall:
(a) have complied with all the requirements of Section 37 and 38 of this Agreement.

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 43, except as may be specifically modified on the attached Schedules.

3. **TOWN'S ADMINISTRATION, LEGAL AND ENGINEERING COSTS**

The Developer agrees to pay to the Town an application fee in the amount of (\$) to cover the administrative costs of the Town in processing this Agreement.

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 and a representative of the Georgian Trail 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 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, legal and engineering costs do not include any additional costs which may be incurred by the Town in the case of default, as further provided under Section 45.

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.
- (f) to act as the Developer's representative in all matters pertaining to the construction of all Works.
- (g) to work with the Developer to provide co-ordination and scheduling to comply with the timing provisions of this Agreement for all Works, 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" and/or "As Constructed" drawings.
- (j) 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 Engineer 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, 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 50, 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 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 ONE MILLION DOLLARS (\$1,000,000.00) and this policy must be in place during all aspects of construction and for a minimum of two years maintenance period 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 engineers:

- a) minimum engineer professional liability insurance: \$1,000,000.00

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 and upon completion that the Works, as the case may be, have been constructed in accordance with this Agreement and any other applicable regulations or other legal requirements. The said acknowledgement must be provided prior to the commencement of any works contemplated under this Agreement. 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 and buildings 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. **APPROVAL OF PLANS, NOTIFICATION 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 and the Georgian Trail Board of Management, where applicable, 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 all 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 Developer shall 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.

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- (c) If the Works are delayed by reason of circumstances completely beyond the control of the Developer, no damages 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 all requisite Works in order to provide services to the lots or units within the Plan.

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 that Plan or subsequent phase has not been registered within two (2) years from the date of signing this Agreement, or prior to the lapse of draft plan approval as further provided under Section 44, 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 45.

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 56.

11. **SECURITIES FOR WORKS**

The Developer has provided to the Town securities in the form of Irrevocable Letters of Credit from a chartered bank, issued in accordance with the requirements of the Town as contained in Schedule "N" of this Agreement, in the amount of one hundred per cent (100%) of the estimated cost of all Works, 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 each and every Letter of Credit is renewed, the Town shall have the absolute right to refuse to issue Building Permits and to prohibit occupancy of units, whether partially or fully completed or the Town may at its sole discretion 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 but are not restricted to the following:

- (a) Internal and External Works under the Servicing Plan, as identified in Schedule "D".
- (b) Any charges, as identified in Schedule "F".
- (c) Stormwater management, drainage and grading, as identified in Schedule "J".
- (d) Landscaping, walkways and lighting, as identified in Schedule "K".
- (e) any other matters identified under Section 54.

The amount of the securities deposited by the Developer is based upon the estimated cost of the Works and other matters as approved by the Town and itemized under Schedule "E".

The securities will cover administrative matters of the Town and will be released only in accordance with the applicable requirements of 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 any 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 54, 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 and shall be maintained in accordance with the approved plans, in perpetuity. Assumption of such other Works from the Developer by subsequent lot or unit owners, or by others as provided under Section 56, shall also be subject to the issuance of the Town Final Certificate.

13. **DISCHARGE OR REDUCTION OF SECURITIES FOR WORKS**

After the completion of thirty (30%) per cent of the value of the Works, considering each of the works independently, as outlined on Schedule "E", 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 in increments of not less than ten per cent (10%), provided that at all times the Town shall holdback Security sufficient to complete the balance of the work remaining to be completed plus ten per cent (10%) of the original Security deposit for External and Internal Works plus one hundred per cent (100%) of the unpaid balance of development charges.

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 per cent (10%) 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, sewer (where applicable), water distribution systems 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 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, if applicable.

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 45.

16. WORKS TO BE INSTALLED

The Works to be installed are set out in the Schedules D and E to this Agreement, and include External Works as further provided under Section 54. 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

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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 Engineer and Works Superintendent shall make an inspection. When the Town Engineer and Works Superintendent are 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.

For the purpose of occupancy, as provided under Section 38, a Town Certificate of Completion for landscaping shall not be required, however, a completion date shall be indicated in the Declaration of Progress and Completion, and it is understood that a Town Certificate of Completion shall be required for all Works in order to obtain municipal clearance for transfer of individual lots.

19. STATUTORY DECLARATION OF ACCOUNT PAID

The Developer agrees that upon applying for a Release or Reduction 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.

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 45.

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 recommend to the Town that the Town Final Certificate be issued 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.

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. WINTER 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 any new road which is to be 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

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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 and cause damage to such Works and the Developer hereby waives all claims against the Town that it might have arising therefrom and covenants that it will make no claim against the Town for such interference or damage. In the event that there is no new road being established, this Section will not apply.

- (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 from the Letter of Credit for Works applicable to the emergency repairs or maintenance as if said emergency repairs or maintenance were part of the Works to be Constructed, or as otherwise provided under Section 45.

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 under the Plan as contemplated by this Agreement. The Developer's liabilities are also further extended for construction surety purposes, as further provided under Section 50.

The Town, by its officers, servants and agents, may enter on the Lands or any parts thereof 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 45.

26. INSURANCE

The Developer shall insure against all damages or claims for damage in an insurance company satisfactory to the Town. Such policy or policies shall be issued in the name of the Developer and naming the Town, its 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, 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 engineer(s), as provided under Section 4.

27. UTILITY COST AND CHARGES

The Developer shall deal directly with all electricity, gas, telephone and all 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**

During construction of the Works under this Agreement, the Developer shall apply dust suppressant to control any disturbances to the surrounding properties including roads to the satisfaction of the Municipality. The Developer shall also apply dust suppressant where roads are not required to receive a coat of asphalt during construction.

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 45 of this Agreement or any other means legally available.

A holdback of Securities for stormwater management, drainage and lot grading 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".

Detailed lot grading and drainage plans shall be further subject to the Site Plan provisions under Section 52, and the Special Provisions under Section 54.

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

The Developer acknowledges that the plan set out in Schedule "K" which is entitled "Landscape Master Plan", includes elements of landscaping, walkways and lighting that are based on an overall landscape analysis and have been presented to and are to be approved by the Town prior to registration of the plan. Particular attention is to be given to the retention of existing vegetation, where possible, and additional plantings, especially within open space blocks and along streetscapes. Open space walkways are also to be provided with linkages to sidewalks along municipal streets, where applicable. The Developer undertakes to forthwith construct, plant and otherwise ensure that landscaping, walkways and lighting are provided in compliance with the said Plan.

The Developer undertakes to ensure that every lot is developed in accordance with the "Landscape Master Plan" and 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 to implement or further enhance the contemplated Works. Minimum standards for walkway construction are contained under Schedule "C", and shall be further detailed on the Landscaping, Walkways and Lighting Plan, including provisions for adequate drainage.

A holdback of securities for landscaping, walkways and lighting 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.

The Developer further acknowledges that detailed landscaping, walkways and lighting plans shall be prepared for each Development Block.

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 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.

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 municipal clearance for the sale or transfer of individual units, 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. REQUIREMENTS FOR BUILDING PERMITS

The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that municipal Building Permits, when applied for, will be issued in respect of the lots or blocks shown on the Plan. Notwithstanding the foregoing, no Building Permits will be given until, in addition to the payment of any charges and the posting of any securities required by this Agreement:

- (a) the Ministry of the Environment and Energy approvals have been obtained for water, sewer & storm water management and submitted to the Town.
- (b) a "Builder's" road consisting of the grading and full depth of Granular "B" sub-base and Granular "A" has been constructed and all rough lot grading has been completed in accordance with Section 30.
- (c) the complete water distribution, sanitary sewage servicing and stormwater sewer systems have been installed, tested and the Town Certificate of Substantial Performance has been issued by the Town Engineer.
- (d) the Developer has deposited the required Letter of Credit for the Works, in accordance with Section 11.
- (e) the Developer has provided proof of insurance as set out in Section 26.
- (f) the Developer has paid for all outstanding Development Charges for each lot for which a Building Permit has been applied for, and any other applicable charges, as further provided under Section 42.
- (g) the lot or block for which a Building Permit is sought has been registered under the applicable plan of subdivision.
- (h) this Agreement is registered against the Lands, as provided under Section 36.
- (i) all acknowledgements, evidence, and other matters described under Section 4 are provided to the Town.
- (j) the Developer has established a Common Elements Condominium for the maintenance of the proposed private roads within the Plan of Subdivision.
- (k) The lot to which a Building Permit is applied is zoned accordingly to permit the development including the removal of the holding -h symbol.
- (l) all other requirements of the Ontario Building Code and the Town Building By-law have been satisfied.
- (m) all other applicable requirements of this or any other Agreement have been satisfied, including Section 54 of this Agreement.

38. REQUIREMENTS FOR OCCUPANCY

No building or dwelling unit erected on any lot or block within the Plan shall be occupied until compliance with Section 37 has occurred and:

- (a) the underground internal hydro equipment, telephone lines, and gas services, where applicable, have been installed and approved by the Town Engineer.
- (b) a single lift of HL4 asphalt has been constructed over the "Builder's" road and approved by the Town Engineer.
- (c) the traffic and street signs have been installed and approved by the Town.
- (d) the building and all dwelling units, including water line and sanitary sewer and connections thereto, have been constructed in accordance with the plans approved by the Town and in accordance with the *Building Code Act*, its regulations or requirements, and any other

applicable building standards.

- (e) "Record" drawings for any or all of the works or other matters, whether they be classified as Works or not which in the reasonable opinion of the Town shall be required, are provided to the satisfaction of the Town Engineer.
- (f) the Developer's engineer(s) has furnished the Town with copies of all inspection reports prepared by them during the course of construction, and have certified in writing pursuant to Section 4.
- (g) that all Works required under this Section are in compliance, to the satisfaction of the Town Engineer.
- (h) that a Common Elements Condominium is Registered for the Lands in accordance with Section 56 of this Agreement.

39. OCCUPANCY LIQUIDATED DAMAGES AND SALE OR TRANSFER

Notwithstanding all of the provisions as set out in Sections 37 and 38, if occupancy of any building occurs before any of the essential Works listed in Sections 37 and 38 are installed to the satisfaction of the Town and the Completion Notice Re: Readiness for Occupancy has been authorized by the Chief Building Official, then the Developer and any subsequent owner and his heirs, successors and assigns agree to pay to the Town liquidated damages and not by way of penalty the amount of One Hundred Dollars (\$100.00) per dwelling unit per calendar day to cover, inter alia, the additional costs of administration, including inspection, police and fire protection. The liquidated damages are to commence at and include the day of occupancy and end when the Developer or lot owner obtains a letter of compliance from the Town regarding all matters referred to under Sections 37 and 38. If the Developer or lot owner fails to pay to the Town monies owing under this Section within thirty (30) days of the date of the bill, the money owing may be added to his individual tax bill or collected in any way legally available to the Town. In addition, the Town may discontinue any or all services to the Lands and/or any units contained thereon until said letter of compliance has been issued.

It is also understood and agreed that the transfer of individual lots with dwelling shall not be permitted until a Final Inspection has been completed by the Chief Building Official, as further provided under Section 38. Notwithstanding all of the provisions as set out in Sections 37 and 38, if occupancy of any building occurs before any of the essential Works listed in Sections 37 and 38 are installed to the satisfaction of the Town, then the Developer and any subsequent owner and his heirs, successors and assigns agree to pay to the Town liquidated damages and not by way of penalty the amount of One Hundred Dollars (\$100.00) per dwelling unit per calendar day to cover, inter alia, the additional costs of administration, including inspection, police and fire protection. The liquidated damages are to commence at and include the day of occupancy and end when the Developer or lot owner obtains a letter of compliance from the Town regarding all matters referred to under Sections 37 and 38. If the Developer or lot owner fails to pay to the Town monies owing under this Section within thirty (30) days of the date of the bill, the money owing may be added to his individual tax bill or collected in any way legally available to the Town. In addition, the Town may discontinue any or all services to the Lands and/or any units contained thereon until said letter of compliance has been issued.

40. 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 for the installation and supply of Works to the Lands, including all External Works. Any agreement or covenants registered in connection with any easements, reserves or rights-of-way shall be subject to the provisions of this Agreement. 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 any municipal release or clearance of the Plan for Registration.

A list of reserves, easements and right-of-ways are set out in Schedule "G" to this Agreement. (Also see Section 32 and 54).

If at any time after the execution of this Agreement the Town is of the opinion that additional easements are necessary to provide or protect adequately any of the public services required by the Plan, the Developer shall provide such additional easements as may be reasonably required upon the written request of the Town.

41. UTILITY CLEARANCE

Prior to the Town releasing the proposed Plan for registration, the Developer shall provide the Town with a letter from any applicable utilities companies, stating that the Developer has entered into a satisfactory agreement with them with respect to the costs of installing internal underground wiring and protecting and/or relocating existing facilities.

42. DEVELOPMENT CHARGES, PARKLAND DEDICATION, DRAINAGE CHARGES, and MUNICIPAL FEES AND CHARGES

- (a) It is understood and agreed that, in accordance with Subsection 17(3) of By-law No. 2005-27 being a By-law to establish development charges for the Town of The Blue Mountains and Section 17(3) of By-law No. 2005-29 being a By-law to establish a rate for the Sanitary Sewage System and Waterworks system specific to the Lora Bay Service Area,

the Developer shall pay at the date of execution of this Agreement the Roads and Related Services, Sanitary Sewage System, and Waterworks System services components of the development charges, less applicable credits and area specific By-law, less applicable credits as set out in Schedule "F" to this Agreement. It is further understood and agreed that, in accordance with Subsection 17(4) of By-law No. 2005-27, the Developer shall pay the balance of the development charges per lot for the remaining services calculated as of the date of payment for those services, based upon the applicable rate at the date of payment.

- (b) 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.
- (c) Before final registration of any Plan, the Developer agrees to commute and pay all charges, including the Town's share, if any, made with respect to the *Drainage Act* and the *Municipal Act* which are assessed against the Lands on the said Plan. These charges are set out in Schedule "F" of this Agreement.
- (d) The Parties agree that any conveyance of lands, monies or facilities to the Town, as provided under this Agreement, do not constitute any portion of the required five (5%) per cent Parkland Dedication for this development, unless otherwise specifically stated under Schedule "F".

43. 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 Registered Plans in AutoCAD Release 14 format on Compact Disk.

44. DRAFT PLAN CONDITIONS

Attached hereto as Schedule "H" is a copy of the County of Grey Draft Plan Conditions which the Developer undertakes to comply with prior to release of the Plan for registration..

45. 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 56. 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 sixty (60) 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 and 39.

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.

In the event of default, the Town may refuse to issue Building Permits, refuse occupancy and may prohibit continuance of construction acting until default(s) have been rectified.

46. STREET NAMES

All Common Elements Condominium streets within the overall subdivision shall be named to the satisfaction of the Town. For these Lands, the names East Ridge Circle, Hurlbert Court, Stuart Court, McMullen Court, John Watt Way, Hoggard Court, Stevens Court and Holdship Court are hereby approved.

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47. **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.
48. **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 47 and 48 apply in the event of Power of Sale such that the purchasers shall be bound in the same manner as an assignee or transferee.
49. **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. Notwithstanding any other provision in this Agreement, the holdback of Securities, as described under Section 13, will not be released 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.
50. **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 lots, Works or units thereon, are in compliance with all applicable laws, by-laws and standards, as further provided under Section 4. Notwithstanding the generality of the foregoing, the Developer and subsequent owners shall ensure that there is complete compliance with the *Building Code Act* and its regulations, municipal by-laws including the Zoning By-law and all other legal requirements. This provision runs with and binds the Lands. 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.
51. **TEMPORARY TURNING CIRCLES**
The Developer agrees that should temporary turning circles be required for the development of the Lands, the land initially required for the temporary turning circle(s) that would no longer be required will be conveyed to the abutting landowners by the Town, with all costs connected with such dedication to be borne wholly by the Developer.
52. **SITE PLAN**
All development shall comply with the approved Site Plan as contained in Schedule "L".
53. **SERVICING FOR WATER AND SANITARY SEWER FACILITIES**
The Developer agrees that the installation of the piped water and sewage collection systems shall be subject to the approval of the Ministry of the Environment and Energy and the said systems shall be assumed by the Town and operated by the Town, but no such assumption or operation shall apply to systems that are located on lands which are not municipally owned or secured by easement. In the event that assumption is required by statute or otherwise (for example, by virtue of the *Ontario Water Resources Act*) prior to the Town Final Certificate, the Developer shall nevertheless be responsible for all repair, maintenance and replacement if necessary until the Town Final Certificate is issued or would ordinarily be issued had such works not already been assumed by virtue of legal requirements.
54. **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 Developer acknowledges that any covenants that may be entered into between private landowners or purchasers to which the Town is not party shall represent a civil contract and do not form part of this Agreement and shall not be acknowledged or enforced by the Town.
 - (b) The Developer acknowledges that the Town is currently reviewing land use policies and regulations in order to permit the ability to rent any dwelling for short term rental accommodations, subject to potential limitations, building standards, and operating requirements. The Parties acknowledge that such land use policies and regulations shall be subject to any required public review and approval process, and that the Developer and subsequent lot or unit owners shall have all rights and remedies with respect thereto.
 - (c) The Developer will be responsible for all rough and final lot grading of the site and for the provision of other Works necessary to provide for the general surface water drainage in compliance with the approved storm water management, drainage and site grading plans,

as set out in Schedule "J".

- (d) The Parties agree that this Agreement shall replace the Phase 2 Preservicing Agreement for the Lands.
- (e) Prior to registration of the Plan for the Lands and in accordance with the Minutes of Settlement as amended, contracts for the construction of the sanitary sewer servicing works from Huron Street to Lora Bay Drive and water distribution works from the Thornbury Water Filtration Plant to Lora Bay Drive must be executed and progress payment certificates for at least 25% of the contract amount must be approved for payment.
- (f) The Parties acknowledge that three (3) model homes were permitted to be constructed on Lots 47, 51 and 53 of the Draft Plan prior to the completion of the Works and that prior to the said dwellings being occupied for residential purposes, the Developer must meet the requirements of Section 37 of this Agreement. In addition, the Town agrees to permit the existing dwelling located on Lot to be used as a sales office in accordance with the provisions of the Town's Zoning By-law.
- (g) The Developer agrees that the road crossings of the Georgian Trail shall be signed with a four way stop sign in accordance with Ministry of Transportation Guidelines.
- (h) The Developer agrees to maintain all private service crossings in accordance the requirements of the Georgian Trail Board of Management and as further stipulated under the specific easements established for same.
- (i) The Parties agree that every seventh (7th) lot with the Plan shall be designated as a firebreak lot and shall the following provisions shall apply:
 - (i) Prior to the provision of Municipal Water Supply for Fire Protection, permits may be issued upon compliance with the OBC and applicable law for all lots however, construction beyond the capping of the foundation for every other lot shall not proceed unless there is a minimum distance of 6.0 metres between buildings.
 - (ii) Subsequent to the provision Municipal Water Supply for Fire Protection, permits may be issued upon compliance with the OBC and applicable law for all lots however, every 7th lot cannot proceed beyond the capping of the foundation until the adjacent buildings are fully clad (exterior cladding and roofing materials).
- (j) In the event that the Developer, subsequent lot owners or any of their representatives proceed with any construction in the advance of Municipal Water Supply for Fire Protection they hereby agree that they are proceeding at their own risk and peril and further indemnify the Town from any action that may arise as a result of the lack of Municipal Water Supply for Fire Protection.
- (k) The Developer agrees that waste Collection shall be provided in accordance with the Town's Waste Management By-law as may be amended from time to time.
- (l) The Developer and Subsequent Lot Owners acknowledges that the Lands may be situated adjacent to, or in close proximity to, the Golf Course and that certain hazards may exist as a result thereof, including, without limitation, errant golf balls, golfers and golf carts which may enter the Lands at any time and cause damage thereto, damage to the improvements thereon (including the breaking of windows), damage to the objects thereof and injury to the persons thereon. The Developer hereby agrees, on behalf of itself and its successors, assigns and successors in title, not to make a claim or demand against the owners of the Golf Course or the Town or any other person, or their respective successors and assigns, with respect to any damages or losses suffered by the Transferee or caused to the Lands by users of the Golf Course, as a result of, or from, trespass, nuisance, property damage, personal injury or for any other reason or cause.
- (m) The Developer agrees that prior to the removal of the holding -h symbol for these Lands they shall execute the Master Development Agreement, including the fulfilment of all conditions and register the Phase 1 - Golf Course Lands.
- (n) The Developer shall, in accordance with the requirements of Schedule "C" "Financial Requirements" of the MOS provide, prior to final approval of the Phase 2 Plan of Subdivision for registration, the following securities to provide for financing of the following works to be installed by the Town:
 - (i) In the amount of \$295,250.00, being a share of the estimated cost of upgrading the main sewage pumping station at Mill and Bay Streets, which is part of the Thornbury Sewer Works ;
 - (ii) In the amount of \$250,000.00, being a share of the estimated cost of replacement of the existing siphon under the Beaver River and replacement of the existing sewer between the siphon and the main sewage pumping station at Mill and Bay Streets, which are part of the Thornbury Sewer Works;
 - (iii) In the amount of \$28,050.00, being the cost of providing the land component for the Lora Bay Water Storage Works; and

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- (iv) In the amount of \$75,000.00, being the Town's estimated approval, permit or certificate costs, tendering costs and the Town's staff costs, consultants costs, legal costs, project management costs required to prepare the Lora Bay Servicing Agreement and the Town's Development Charges By-law 2005-29.
 - (o) The Developer shall, in accordance with the requirements of Schedule "C" "Financial Requirements" of the MOS provide, by no later than September 30, 2005, the following securities to provide for financing of the following works to be installed by the Town:
 - (i) In the amount of \$950,000.00, subject to adjustment at the time of being provided, being one hundred percent of the estimated cost of the water booster pumping station, which is sub phase 1 of the Lora Bay Water Storage Works and associated engineering costs for these works; and
 - (p) The Developer shall, in accordance with the requirements of Schedule "C" "Financial Requirements" of the MOS provide, by no later than December 31, 2005, the following securities to provide for financing of the following works to be installed by the Town:
 - (i) In the amount of \$655,000.00, subject to adjustment at the time of being provided, being one hundred percent of the estimated cost of the Lake Drive Sanitary Sewer works (low pressure forcemain) and the Lake Drive Water Distribution Works and associated engineering costs for these works
 - (q) The Developer acknowledges that the MOS requires the securities described in section 54(o) to be provided prior to final approval of the Phase 2 Plan of Subdivision for registration as a pre-condition to final approval of the Phase 2 Plan of Subdivision for registration. In consideration and as a condition of the Town agreeing to modify this pre-condition by permitting these securities to be provided by no later than September 30, 2005, the Developer agrees that the holding "h" symbol used in the zoning by-law which applies to the Lands (the holding symbol) shall remain in place and shall not be removed from the Lands, until the Developer has provided the securities required by section 54(o).
 - (r) The Developer acknowledges that the MOS requires the securities described in section 54(p) to be provided prior to final approval of the Phase 2 Plan of Subdivision for registration as a pre-condition to final approval of the Phase 2 Plan of Subdivision for registration. In consideration and as a condition of the Town agreeing to modify this pre-condition by permitting these securities to be provided by no later than December 31, 2005, the Developer agrees that the holding "h" symbol used in the zoning by-law which applies to the Lands (the holding symbol) shall remain in place and shall not be removed from such parts of the Lands, as determined by the Town, (the designated lands) on which 50 dwelling units may be constructed until the Developer has provided the securities required by section 54(p).

The Developer further agrees that it will not make an application to the Town for the removal the holding symbol from the designated lands nor shall the Town be required to enact an amendment to its zoning by-law removing the holding symbol from the designated lands until the Developer has provided the securities required by section 54(p).
 - (s) The Developer agrees to notify, in writing, any future lot or unit owner prior to occupancy of any dwelling unit and prior to the Lora Bay Water Booster Station being made operational, that they will experience low water pressures until the fall of 2006 when the Water Booster Station is expected to be in operation.
 - (t) The Parties agree that the securities required to be provided by sections 54(n) and 54(o) are subject to adjustment pursuant to the proposed Lora Bay Servicing Agreement between the Town and the Developer and that the proposed Lora Bay Servicing Agreement when executed by the Town and the Developer shall supercede the provisions of sections 54(n), 54(o), 54(p) 54(q) and 54(r) of this Agreement.
 - (u) The Parties agree that the sewer prepayments and credits of \$377700 and the water prepayment and credit of \$482,850, all as set out in sections 2 of Schedule "F" are subject to adjustment pursuant to the proposed Lora Bay Servicing Agreement between the Town and the Developer. The Parties further agree that the proposed Lora Bay Servicing Agreement when executed by the Town and the Developer shall supercede the provisions of this Agreement, including sections 2 of Schedule "F", with respect to the foregoing sewer and water prepayments and credits.
 - (v) The Developer acknowledges that, in accordance with the provisions of Section 49(h) of the Phase 1 Pre-servicing Agreement, they are required to provide a detailed landscape plan for approval by the Town that address the landscaping components to be contained in the Town's road allowance and on the Georgian Trail. In this regard, the Developer therefore agrees to provide the detailed landscape plan and associated securities prior to the removal of the holding - symbol for the Lands.

55. COMMON ELEMENTS CONDOMINIUM CORPORATION

Prior to clearance by the Town for the registration of the Common Elements Plan of Condominium Plan, the owner shall submit to, and obtain the approval of, the Town of the form and content of the Condominium Declaration and Description. The Declaration and Description shall include the

following:

- a) Provision for all required rights-of-way and easements for common element roads, municipal water and sewer servicing and utility servicing to the satisfaction of the Town;
- b) Provision respecting the entitlement of the owners of the multiple blocks both to be members of the common element condominium corporation and to use the common element roads, the servicing the parking areas, the open space blocks (including the landscaped area), etc. included in the common element condominium plan;
- c) Provision that substantial alteration of the surface elevation of the Lands shall not be permitted;
- d) Provision that alteration of the drainage of the Lands shall not be permitted;
- e) Provision that alteration of the surface elevation of the road to be located on the Lands shall not be permitted;
- f) Provision that alteration or removal of any street lights or other exterior lighting on the Lands shall not be permitted;
- g) Provision that, except for dead or diseased vegetation, alteration or removal of any vegetation on the Lands shall not be permitted except in accordance with good horticultural practice;
- h) Provision that alteration or removal of any fencing on the Lands shall not be permitted except for the purpose of repairing or replacing such fencing;
- i) Provision that no parking shall be permitted on any road to be located on the Lands and that the common element roads shall signed in accordance with the Town's Fire Route By-law No. , as amended from time to time;
- j) Provision requiring the establishment of a maintenance fund for the roads, servicing, parking areas and open space blocks (including the landscaped area) to be located on the Lands; and
- k) Confirmation that the common element roads, servicing, parking areas and open space blocks (including the landscaped areas) to be located on the Lands are not under the ownership of the Town unless provided for under the Subdivision Agreement;
- l) That the Town has no obligation whatsoever with respect to the said common element roads, parking areas and open space blocks; and that all costs and expenses associated with the construction, establishment, maintenance, repair and upkeep of the said common element road, private water and sewer servicing, parking areas and open space blocks are the responsibility of the Condominium Corporation.
- m) That the Common Elements Condominium Corporation includes the necessary provisions to ensure access and servicing is provided to the Golf Course Clubhouse and Recreation Centre on the Common Elements Condominium Road.
- (n) Provision permitting the Town to access the Condominium lands for the purposes of conducting the following:
 - (i) Access to all individual water shut-off valves for water distribution maintenance only.
 - (ii) Access to all water meters for the purposes of reading the meters for billing purposes .
 - (iii) Access to all municipal water sampling stations to install, maintain, replace and operate the said sampling stations.
 - (iv) Inspecting the Storm Water Management system to ensure conformity with Town By-laws .

56. ASSUMPTION BY SUBSEQUENT LOT OR UNIT OWNERS AND OTHERS

The Parties acknowledge that the sale or transfer of any lot or unit shall include the assumption of all applicable requirements of the Developer under this Agreement, by any subsequent lot or unit owners, in the same manner as the enurement provisions of Section 59, and as if the lot or unit owners had executed this Agreement in the capacity of the Developer. Such sale or transfer shall also include the assumption of all responsibilities and obligations of the Developer related to the maintenance of Works which are not assumed by the Town, including External Works and Easements, as well as the applicable default provisions, in accordance with the applicable requirements of this Agreement and the aforementioned other Agreements. For this purpose, any reference to the said responsibilities and obligations of the Developer, including any reference to the Parties which includes reference to the Developer, under this Agreement or the aforementioned other Agreements, shall include reference to the lot or unit owners. Particular regard shall be given to the assumption provisions of Section 12, and the maintenance and default provisions of this Agreement.

57. AMENDMENTS

The Developer agrees that no development, redevelopment or Works shall be undertaken other than in conformity with this Agreement. Any change in operations or 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.

58. **SEVERABILITY AND ENFORCABILITY**

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.

59. **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.

60. **JOINT AUTHORS**

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



LORA BAY CORPORATION

PER: [Redacted Signature]

, President

Authorized Signing Officer

NOTE: I have the authority to bind the Corporation

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

PER: [Redacted Signature]

Ellen Anderson, Mayor

PER: [Redacted Signature]

Stephen Keast, Clerk

THE EQUITABLE TRUST COMPANY

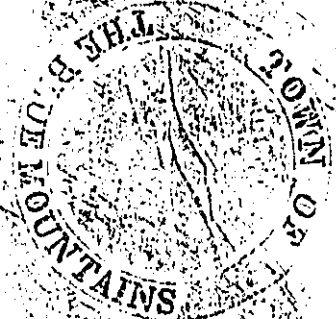
PER: [Redacted Signature]

John R.K. Harry

Vice President, Credit and Risk Management, President

Authorized Signing Officer

NOTE: I have the authority to bind the Corporation



Schedule "A"

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Description of Lands being Developed:

PARCELS 1-1 T. 143-1

~~PARCEL PLAN - 1~~, SECTION 16M-2

BEING - the whole of Lots 1 to 128, both inclusive, and the whole of Blocks 129 to 143, both inclusive, Registered Plan 16M-2.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Draft Plan Approval

Grey County File No. 42T - 2001-03, as prepared by Bousfield, Dale-Harris, Cutler and Smith Inc. dated February 11, 2005 showing 128 lots and 6 blocks for 153 residential dwelling units together with blocks for open space, parking and roads.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Town of The Blue Mountains Engineering Standards

The Town of The Blue Mountains Engineering Standards as revised and dated March 14, 2005 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.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Servicing Plan

Works are to be constructed in accordance with drawings 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.

Drawing No.	Drawing Name
304014-01	Title Sheet
304014-02	Index & Legend
304014-03	Drawing Orientation
304014-04	Layout Plan - West Portion
304014-05	Layout Plan - Central Portion
304014-06	Layout Plan - East Portion
304014-07	Plan and Profile, Street "A", Sta. 0+900 to Sta. 1+160
304014-08	Plan and Profile, Street 'A', Sta. 1+160 to Sta. 1+320
304014-09	Plan and Profile, Street 'A', Sta. 1+320 to Sta. 1+560
304014-10	Plan and Profile, Street 'A', Sta. 1+560 to Sta. 1+840
304014-11	Plan and Profile, Street 'A', Sta. 1+840 to Sta. 2+073.011
304014-12	Plan and Profile, Street 'B', Sta. 12+000 to Sta. 12+200
304014-13	Plan and Profile, Street 'B', Sta. 12+200 to Sta. 12+480
304014-14	Plan and Profile, Street 'B', Sta. 12+480 to Sta. 12+700
304014-15	Plan and Profile, Street 'B', Sta. 12+700 to Sta. 12+895
304014-16	Plan and Profile, Trunk Sanitary Sewer & Watermain on Service Easement, Sta. 12+895 to Sta. 13+160
304014-17	Plan and Profile, Trunk Sanitary Sewer & Watermain on Service Easement, Sta. 13+160 to Sta. 13 + 372.71
304014-18	Plan and Profile, Street 'C' and Watermain Easement, Sta. 3+000.00 to Sta. 3+152.17; Sta 11+000 to Sta. 11+097.98
304014-19	Plan and Profile, Street 'D', Sta. 5+000 to Sta. 5+183.30
304014-20	Plan and Profile, Street 'E', Sta. 6+000 to Sta. 6+132.17
304014-21	Plan and Profile, Street 'F', Sta. 7+000 to Sta. 7+145.61
304014-22	Plan and Profile, Street 'G', Sta. 8+000 to Sta. 8+141.24
304014-23	Plan and Profile, Street 'H', Sta. 9+000 to Sta. 9+133.51
304014-24	Horizontal Alignment - West Portion
304014-25	Horizontal Alignment - Central Portion
304014-26	Horizontal Alignment - East Portion
304014-27	Grading Plan
304014-28	Grading Plan
304014-29	Grading Plan
304014-30	Grading Plan

304014-31	Utility Plan - West Portion
304014-32	Utility Plan - Central Portion
304014-33	Utility Plan - East Portion
304014-34	Standard Details
304014-35	Standard Details
304014-36	Cul-de-Sac & Road Alignment Details
304014-37	Standards and Specifications
304014-38	Cross-Sections - Street 'A'
304014-39	Cross-Sections - Street 'A'
304014-40	Cross-Sections - Street 'C'
304014-41	Cross-Sections - Street 'D'
304014-42	Cross-Sections - Street 'E'

Drawing No.	Drawing Name
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304014-07	Plan and Profile, Street "A", Sta. 0+900 to Sta. 1+160
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304014-09	Plan and Profile, Street 'A', Sta. 1+320 to Sta. 1+560
304014-10	Plan and Profile, Street 'A', Sta. 1+560 to Sta. 1+840
304014-11	Plan and Profile, Street 'A', Sta. 1+840 to Sta. 2+073.011
304014-12	Plan and Profile, Street 'B', Sta. 12+000 to Sta. 12+200
304014-13	Plan and Profile, Street 'B', Sta. 12+200 to Sta. 12+480
304014-14	Plan and Profile, Street 'B', Sta. 12+480 to Sta. 12+700
304014-15	Plan and Profile, Street 'B', Sta. 12+700 to Sta. 12+895
304014-16	Plan and Profile, Trunk Sanitary Sewer & Watermain on Service Easement, Sta. 12+895 to Sta. 13+160
304014-17	Plan and Profile, Trunk Sanitary Sewer & Watermain on Service Easement, Sta. 13+160 to Sta. 13 + 372.10
304014-18	Plan and Profile, Street 'C' and Watermain Easement, Sta. 3+000.00 to Sta. 3+156.66; Sta 11+000 to Sta. 11+096.17
304014-19	Plan and Profile, Street 'D', Sta. 5+000 to Sta. 5+183.33
304014-20	Plan and Profile, Street 'E', Sta. 6+000 to Sta. 6+132.07
304014-21	Plan and Profile, Street 'F', Sta. 7+000 to Sta. 7+145.61
304014-22	Plan and Profile, Street 'G', Sta. 8+000 to Sta. 8+141.24
304014-23	Plan and Profile, Street 'H', Sta. 9+000 to Sta. 9+133.51
304014-24	Horizontal Alignment - West Portion
304014-25	Horizontal Alignment - Central Portion
304014-26	Horizontal Alignment - East Portion
304014-27	Grading Plan
304014-28	Grading Plan

304014-29	Grading Plan
304014-30	Grading Plan
304014-31	Utility Plan - West Portion
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304014-33	Utility Plan - East Portion
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304014-40	Cross-Sections - Street 'B'
304014-41	Cross-Sections - Street 'F'
304014-42	Cross-Sections - Street 'G'
304014-43	Cross-Sections - Street 'H'

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Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

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

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
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Part A: The construction of streets, sanitary & storm sewers, sewage forcemain and watermains on a portion of Street "A" and on all of Streets "C", "D" and "E".

1.1	201 SP	Grubbing & Removal of Boulders	LS	100%	\$16,500.00	\$16,500.00
1.2	206 SP	Earth Excavation (Grading)	m ³ PQP	9425	\$7.15	\$67,388.75
1.3	201 206 SP	Earth Excavation (Ditching)	LS	100%	\$5,500.00	\$5,500.00
1.4	310 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL4 Base Course	m ² PQP	8890	\$7.73	\$68,719.70
1.5	310 532 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL3 Surface Course with Pavement Marking	m ² PQP	8890	\$8.64	\$76,809.60
1.6	314 SP	Granular "A" - Compacted in Place (End Area Method)	m ³ PQP	1835	\$30.25	\$55,508.75
1.7	314 SP	Granular "B" - Compacted in Place (End Area Method)	m ³ PQP	3630	\$22.55	\$81,856.50
1.8	353 SP	Concrete Curb and Gutter	m	306	\$66.00	\$20,196.00
1.9	355 SP	Interlocking Concrete Paver Shoulder Protection at Catch Basins and Catch Basin/Manholes	ea	39	\$319.00	\$12,441.00
1.10	405 SP	Perforated Pipe Subdrain - 100 mm dia. c/w Geotextile-Knitted Sock	m	1891	\$11.55	\$21,841.05
1.11	407 SP	Break-In to Existing Precast Storm Manhole at Lora Bay Drive	ea	2	\$550.00	\$1,100.00
1.12	407 SP	600 x 600 Precast Storm Catch Basin c/w Frame & Grate	ea	25	\$1,760.00	\$44,000.00
1.13	407 SP	1200 mm dia. Precast Storm Catch Basin/Manhole c/w Frame & Grate	ea	8	\$3,355.00	\$26,840.00

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
1.14	407 SP	1500 mm dia. Precast Storm Catch Basin/Manhole c/w Frame & Grate	ea	6	\$5,940.00	\$35,640.00
1.15	407 SP	1800 mm dia. Precast Storm Catch Basin/Manhole c/w Frame & Grate	ea	1	\$8,085.00	\$8,085.00
1.16	407 SP	1200 mm dia. Precast Storm Maintenance Manhole c/w Frame & Cover	ea	10	\$2,915.00	\$29,150.00
1.17	407 SP	1500 mm dia. Precast Storm Maintenance Manhole c/w Frame & Cover	ea	1	\$6,022.50	\$6,022.50
1.18	407 511 SP	600 x 600 Precast Storm Ditch Inlet c/w Frame & Grate & Rip-Rap Ditch Protection	ea	1	\$1,567.50	\$1,567.50
1.19	407 511 SP	600 x 1200 mm Precast Storm Ditch Inlet/Manhole c/w Frame & Grate & Rip-Rap Ditch Protection	ea	1	\$2,200.00	\$2,200.00
1.20	410 SP	300 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	542.2	\$174.90	\$94,830.78
1.21	410 SP	450 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	190.7	\$200.20	\$38,178.14
1.22	410 SP	600 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	12	\$242.00	\$2,904.00
1.23	410 SP	750 mm dia. Reinforced Concrete (Class 65-D) Storm Sewer	m	299.3	\$352.00	\$105,353.60
1.24	407 SP	1200 mm dia. Precast Sanitary Manhole c/w Frame & Cover	ea.	17	\$4,092.00	\$69,564.00
1.25	410 SP	200 mm dia. PVC (DR 35) Sanitary Sewer	m	660.3	\$187.00	\$123,476.10
1.26	410 SP	375 mm dia. PVC (DR 35) Sanitary Sewer	m	189.1	\$225.50	\$42,642.05
1.27	410 SP	135 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	320.5	\$88.00	\$28,204.00
1.28	410 SP	152 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	71.3	\$93.50	\$6,666.55
1.29	412 SP	200 mm dia. PVC (DR 25) Sanitary Sewage Forcemain	m	107.7	\$181.50	\$19,547.55

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
1.30	407 701 SP	1500 mm dia. Precast Valve Chamber c/w Frame & Cover, Combination Air Valve, Isolation Valve, Blow-Off and Vent Pipe to Property Line (Chambers 1 & 2).	ea	2	\$7,150.00	\$14,300.00
1.31	701 SP	150 mm dia. PVC (DR 18) Watermain & Hydrant Leads	m	835.8	\$165.00	\$137,907.00
1.32	701 SP	300 mm dia. PVC (DR 18) Watermain	m	301.1	\$220.00	\$66,242.00
1.33	701 SP	19 mm dia. Corporation Stop, Curb Stop & Box	ea	46	\$231.00	\$10,626.00
1.34	701 SP	38 mm dia. Corporation Stop, Curb Stop & Box	ea	4	\$385.00	\$1,540.00
1.35	701 SP	52 mm dia. Corporation Stop, Curb Stop & Box	ea	2	\$495.00	\$990.00
1.36	701 SP	19 mm dia. PE (Series 160) Water Service Piping	m	294.4	\$44.00	\$12,953.60
1.37	701 SP	38 mm dia. PE (Series 160) Water Service Piping	m	50.4	\$46.20	\$2,328.48
1.38	701 SP	52 mm dia. PE (Series 160) Water Service Piping	m	11.3	\$51.70	\$584.21
1.39	701 702 SP	150 mm dia. Gate Valve & Valve Box c/w Cathodic Protection	ea	15	\$825.00	\$12,375.00
1.40	701 702 SP	300 mm dia. Gate Valve & Valve Box c/w Cathodic Protection	ea	2	\$1,952.50	\$3,905.00
1.41	701 702 SP	150 mm x 150 mm Tee c/w Cathodic Protection	ea	3	\$506.00	\$1,518.00
1.42	701 702 SP	150 mm x 150 mm Hydrant Anchor Tee c/w Cathodic Protection	ea	6	\$632.50	\$3,795.00
1.43	701 702 SP	150 mm dia. 11-¼ ° Elbow c/w Cathodic Protection	ea	7	\$456.50	\$3,195.50
1.44	701 702 SP	150 mm dia. 22-½ ° Elbow c/w Cathodic Protection	ea	7	\$456.50	\$3,195.50
1.45	701 702 SP	150 mm dia. Plug c/w Cathodic Protection	ea.	1	\$247.50	\$247.50
1.46	701 702 SP	300 mm x 150 mm Tee c/w Cathodic Protection	ea	2	\$660.00	\$1,320.00
1.47	701 702 SP	300 mm x 150 mm Hydrant Anchor Tee c/w Cathodic Protection	ea	1	\$990.00	\$990.00

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Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
1.48	701 702 SP	300 mm dia. 11-¼ ° Elbow c/w Cathodic Protection	ea	2	\$577.50	\$1,155.00
1.49	701 702 SP	Fire Hydrant c/w Cathodic Protection	ea	7	\$1,870.00	\$13,090.00
1.50	543 SP	Traffic Control Signage	LS	100%	\$5,500.00	\$5,500.00
1.51	570 SP	Topsoil	m³ PQP	215	\$22.00	\$4,730.00
1.52	572 SP	Seeding & Mulching	m² PQP	2825	\$1.38	\$3,898.50
1.53	201 206 314 570 572 SP	Excavation and Restoration of Georgian Trail East and West of Street "A" Crossing at Station 1+390±	LS	100%	\$6,490.00	\$6,490.00
1.54	206 314 570 572 SP	Excavation & Restoration of Georgian Trail where Watermain Crosses Trail South of Street "C"	LS	100%	\$1,650.00	\$1,650.00
1.55	410 511 701 SP	<u>Provisional Item</u> : 19 mm dia. Clear Crushed Stone in Geotextile Wrap - For Trench Stabilization	m	320	\$46.75	\$14,960.00
1.56	SP	100% Performance Bond; 50% Labour & Material Payment Bond, Maintenance Bond, Insurance & Permits	LS	100%	\$27,531.00	\$27,531.00
Subtotal for Part A						\$1,469,750.41
1.57	SP	Goods & Services Tax (GST) Equal to Exactly 7.0% of the Subtotal for Part A	LS	LS	-	\$102,882.53
TOTAL TENDER PRICE FOR PART A						\$1,572,632.94

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
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Part B: The construction of trunk sanitary sewers & watermain on Street "B" and the Service Easement.

2.1	201 SP	Clearing, Grubbing & Removal of Boulders	LS	100%	\$34,250.00	\$34,250.00
2.2	301 407 SP	1200 mm dia. Precast Sanitary Manhole c/w Frame and Cover	ea	15	\$3,280.05	\$49,200.75
2.3	407 SP	1200 mm dia. Precast Sanitary Drop Manhole #6 c/w Frame and Cover	ea	1	\$5,173.38	\$5,173.38
2.4	410 SP	200 mm dia. PVC (DR 35) Sanitary Sewer	m	18	\$111.80	\$2,012.40

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
2.5	301 410 SP	375 mm dia. PVC (DR 35) Sanitary Sewer	m	1381.8	\$165.00	\$227,997.00
2.6	410 SP	135 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	186.9	\$129.87	\$24,272.70
2.7	410 SP	152 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	45.2	\$103.15	\$4,662.38
2.8	407 701 SP	2400 mm dia. Precast Valve Chamber #3 c/w Frame and Cover, Combination Air Valve, Isolation Valve, Blow-Off & Vent Pipe to Property Line	ea	1	\$16,262.08	\$16,262.08
2.9	407 701 SP	3000 mm dia. Precast Valve Chamber #4 c/w Frame & Cover, Combination Air Valve, Pressure-Reducing Valve, Isolation Valve, Blow-Off and Vent Pipe to Property Line	ea	1	\$23,173.33	\$23,173.33
2.10	701 SP	150 mm dia. PVC (DR 18) Watermain & Hydrant Leads	m	80.1	\$109.42	\$8,764.54
2.11	701 SP	200 mm dia. PVC (DR 18) Watermain c/w Cut-Off Collars	m	49	\$117.47	\$5,756.03
2.12	301 701 SP	300 mm dia. PVC (DR 18) Watermain	m	1350.7	\$154.08	\$208,115.86
2.13	701 SP	19 mm dia. Corporation Stop, Curb Stop and Box	ea	28	\$195.43	\$5,472.04
2.14	701 SP	38 mm dia. Corporation Stop, Curb Stop and Box	ea	4	\$417.12	\$1,668.48
2.15	701 SP	52 mm dia. Corporation Stop, Curb Stop and Box	ea	1	\$565.36	\$565.36
2.16	701 SP	19 mm dia. PE (Series 160) Water Service Piping	m	144.5	\$63.68	\$9,201.76
2.17	701 SP	38 mm dia. PE (Series 160) Water Service Piping	m	12	\$64.93	\$779.16
2.18	701 SP	52 mm dia. PE (Series 160) Water Service Piping	m	22	\$66.68	\$1,466.96
2.19	701 702 SP	150 mm dia. Gate Valve and Valve Box c/w Cathodic Protection	ea	11	\$677.82	\$7,456.02
2.20	701 702 SP	200 mm dia. Gate Valve and Valve Box c/w Cathodic Protection	ea	1	\$1,054.50	\$1,054.50
2.21	701 702 SP	300 mm dia. Gate Valve and Valve Box c/w Cathodic Protection	ea	7	\$2,012.66	\$14,088.62
2.22	701 702 SP	150 mm dia. 11-1/4 ° Elbow c/w Cathodic Protection	ea	1	\$210.68	\$210.68
2.23	701 702 SP	150 mm dia. - 22-1/2 ° Elbow c/w Cathodic Protection	ea	1	\$219.30	\$219.30
2.24	701 702 SP	150 mm dia. Plug c/w Cathodic Protection	ea	11	\$131.92	\$1,451.12

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
2.25	701 702 SP	300 mm x 200 mm Tee c/w Cathodic Protection	ea	1	\$686.32	\$686.32
2.26	701 702 SP	200 mm dia. - 22-½ ° Elbow c/w Cathodic Protection	ea	1	\$309.12	\$309.12
2.27	701 702 SP	200 mm dia. Plug c/w Cathodic Protection	ea	1	\$200.02	\$200.02
2.28	701 702 SP	300 mm x 150 mm Tee c/w Cathodic Protection	ea	4	\$657.73	\$2,630.92
2.29	701 702 SP	300 mm x 150 mm Hydrant Anchor Tee c/w Cathodic Protection	ea	7	\$678.04	\$4,746.28
2.30	701 702 SP	300 mm dia. - 11-¼ ° Elbow c/w Cathodic Protection	ea	5	\$543.60	\$2,718.00
2.31	701 702 SP	300 mm dia. - 22-½ ° Elbow c/w Cathodic Protection	ea	3	\$543.60	\$1,630.80
2.32	701 702 SP	300 mm dia. - 45 ° Elbow c/w Cathodic Protection	ea	5	\$540.15	\$2,700.75
2.33	701 702 SP	300 mm dia. - 90 ° Elbow c/w Cathodic Protection	ea	1	\$600.67	\$600.67
2.34	701 702 SP	300 mm dia. Plug c/w Cathodic Protection	ea	1	\$304.66	\$304.66
2.35	206 314 570 572 SP	Excavation & Restoration of Georgian Trail where Future Road "B" Crosses Trail at Station 12+555± and at Service Crossing at Station 12+637±	LS	100%	\$5,927.80	\$5,927.80
2.36	410 701 SP	<u>Provisional Item</u> : 19 mm dia. Clear Crushed Stone with Geotextile Wrap - for trench stabilization	m	290	\$40.80	\$11,832.00
2.37	SP	100% Performance Bond; 50% Labour and Material Payment Bond, 25% Maintenance Bond, Insurance and Permits	LS	100%	\$8,890.86	\$8,890.86
Subtotal for Part B						\$696,452.65
2.38	SP	Goods & Services (GST) equal to exactly 7.0% of the Subtotal for Part B	LS	LS	-	\$48,751.69
TOTAL TENDER PRICE FOR PART B						\$745,204.34
Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid

Part C: The construction of streets, sanitary & storm sewers, and watermains on a portion of Street "A" and Street "B" and on Streets "F" and "G".

1.1	201 SP	Grubbing & Removal of Boulders	LS	100%	\$12,705.00	\$12,705.00
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Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
1.2	206 SP	Earth Excavation (Grading) (cut - 5820 fill - 200)	m ³ PQP	5620	\$7.51	\$42,206.20
1.3	201 206 SP	Earth Excavation (Ditching)	LS	100%	\$5,500.00	\$5,500.00
1.4	310 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL4 Base Course	m ² PQP	5620	\$7.77	\$43,667.40
1.5	310 532 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL3 Surface Course with Pavement Marking	m ² PQP	5620	\$8.64	\$48,556.80
1.6	314 SP	Granular "A" - Compacted in Place (End Area Method)	m ³ PQP	845	\$31.82	\$26,887.90
1.7	314 SP	Granular "B" - Compacted in Place (End Area Method)	m ³ PQP	1690	\$23.80	\$40,222.00
1.8	355 SP	Interlocking Concrete Paver Shoulder Protection at Catch Basins and Catch Basin/Manholes	ea	34	\$330.00	\$11,220.00
1.9	405 SP	Perforated Pipe Subdrain - 100 mm dia. c/w Geotextile-Knitted Sock	m	1450	\$12.10	\$17,545.00
1.10	407 SP	600 x 600 Precast Storm Catch Basin c/w Frame & Grate	ea	23	\$1,966.80	\$45,236.40
1.11	407 SP	1200 mm dia. Precast Storm Catch Basin/Manhole c/w Frame & Grate	ea	11	\$3,685.00	\$40,535.00
1.12	407 SP	1200 mm dia. Precast Storm Maintenance Manhole c/w Frame & Cover	ea	10	\$3,324.20	\$33,242.00
1.13	410 SP	300 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	480	\$183.70	\$88,176.00
1.14	410 SP	600 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	275	\$256.62	\$70,570.50
1.15	407 SP	1200 mm dia. Precast Sanitary Manhole c/w Frame & Cover	ea.	6	\$4,217.40	\$25,304.40
1.16	410 SP	200 mm dia. PVC (DR 35) Sanitary Sewer	m	460	\$198.37	\$91,250.20
1.17	410 SP	135 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	185	\$141.90	\$26,251.50
1.18	701 SP	150 mm dia. PVC (DR 18) Watermain & Hydrant Leads	m	490	\$175.23	\$85,862.70
1.19	701 SP	19 mm dia. Corporation Stop, Curb Stop & Box	ea	26	\$239.80	\$6,234.80
1.20	701 SP	19 mm dia. PE (Series 160) Water Service Piping	m	310	\$58.85	\$18,243.50
1.21	701 702 SP	150 mm dia. Gate Valve & Valve Box c/w Cathodic Protection	ea	8	\$920.37	\$7,362.96
1.22	701 702 SP	150 mm x 150 mm Tee c/w Cathodic Protection	ea	2	\$630.30	\$1,260.60
1.23	701 702 SP	150 mm x 150 mm Hydrant Anchor Tee c/w Cathodic Protection	ea	4	\$755.70	\$3,022.80

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Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
1.24	701 702 SP	150 mm dia. 11-¼ ° Elbow c/w Cathodic Protection	ea	5	\$532.40	\$2,662.00
1.25	701 702 SP	150 mm dia. 22-½ ° Elbow c/w Cathodic Protection	ea	1	\$532.40	\$532.40
1.26	701 702 SP	Fire Hydrant c/w Cathodic Protection	ea	6	\$2,123.00	\$12,738.00
1.27	543 SP	Traffic Control Signage	LS	100%	\$5,500.00	\$5,500.00
1.28	570 SP	Topsoil	m ³ PQP	170	\$23.43	\$3,983.10
1.29	572 SP	Seeding & Mulching	m ² PQP	2225	\$1.49	\$3,315.25
1.30	410 511 701 SP	<u>Provisional Item</u> : 19 mm dia. Clear Crushed Stone in Geotextile Wrap - For Trench Stabilization	m	170	\$46.75	\$7,947.50
1.31	SP	100% Performance Bond; 50% Labour & Material Payment Bond, 25% Maintenance Bond, Insurance & Permits	LS	100%	\$11,770.00	\$11,770.00
Subtotal for Part C						\$839,511.91
1.33	SP	Goods & Services Tax (GST) Equal to Exactly 7.0% of the Subtotal for Part C	LS	LS		\$58,765.83
TOTAL TENDER PRICE FOR PART C						\$898,277.74

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
Part D: The construction of streets, sanitary & storm sewers and watermain on a portion of Street "A" and Street "B" and on Street "H".						
2.1	201 SP	Grubbing & Removal of Boulders	LS	100%	\$15,730.00	\$15,730.00
2.2	206 SP	Earth Excavation (Grading) (cut - 5140 fill - 170)	m ³ PQP	4970	\$7.51	\$37,324.70
2.3	201 206 SP	Earth Excavation (Ditching)	LS	100%	\$5,500.00	\$5,500.00
2.4	310 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL4 Base Course	m ² PQP	7425	\$7.77	\$57,692.25
2.5	310 532 SP	Hot Mix, Hot Laid Asphaltic Concrete Paving - HL3 Surface Course with Pavement Marking	m ² PQP	7425	\$8.64	\$64,152.00
2.6	314 SP	Granular "A" - Compacted in Place (End Area Method)	m ³ PQP	1115	\$31.82	\$35,479.30
2.7	314 SP	Granular "B" - Compacted in Place (End Area Method)	m ³ PQP	2230	\$23.80	\$53,074.00
2.8	355 SP	Interlocking Concrete Paver Shoulder Protection at Catch Basins and Catch Basin/Manholes	ea	39	\$330.00	\$12,870.00
2.90	405 SP	Perforated Pipe Subdrain - 100 mm dia. c/w Geotextile-Knitted Sock	m	1990	\$12.10	\$24,079.00

Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
2.10	407 SP	Relocate Existing STMH1. Reuse 675 dia. Conc. Storm where applicable	L.S.	100%	\$2,750.00	\$2,750.00
2.11	407 SP	600 x 600 Precast Storm Catch Basin c/w Frame & Grate	ea	28	\$1,966.80	\$55,070.40
2.12	407 SP	1200 mm dia. Precast Storm Catch Basin/Manhole c/w Frame & Grate	ea	11	\$3,324.20	\$36,566.20
2.13	407 SP	1200 mm dia. Precast Storm Maintenance Manhole c/w Frame & Cover	ea	10	\$3,710.30	\$37,103.00
2.14	407 SP	1500 mm dia. Precast Storm Maintenance Manhole c/w Frame & Cover	ea	2	\$6,325.00	\$12,650.00
2.15	407 511 SP	375 mm dia. Profile (Ribbed) PVC storm sewer to OPSS 1841	m	90	\$199.76	\$17,978.40
2.16	407 511 SP	1200 x 1200 Precast Storm Ditch Inlet/Manhole c/w Frame & Grate & Rip-Rap Ditch Protection	ea	2	\$3,300.00	\$6,600.00
2.17	410 SP	300 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	670	\$183.70	\$123,079.00
2.18	410 SP	450 mm dia. Profile (Ribbed) PVC Storm Sewer - to OPSS 1841	m	165	\$209.00	\$34,485.00
2.19	410 SP	675 mm dia. Non-reinforced Conc. Class 3 Storm Sewer	m	55	\$352.00	\$19,360.00
2.20	407 SP	1200 mm dia. Precast Sanitary Manhole c/w Frame & Cover	ea.	6	\$4,217.40	\$25,304.40
2.21	410 SP	200 mm dia. PVC (DR 35) Sanitary Sewer	m	405	\$198.37	\$80,339.85
2.22	410 SP	135 mm dia. PVC (DR 28) Sanitary Sewer Lateral c/w End Caps	m	225	\$164.45	\$37,001.25
2.23	701 SP	150 mm dia. PVC (DR 18) Watermain & Hydrant Leads	m	450	\$175.23	\$78,853.50
2.24	701 SP	19 mm dia. Corporation Stop, Curb Stop & Box	ea	22	\$239.80	\$5,275.60
2.25	701 SP	19 mm dia. PE (Series 160) Water Service Piping	m	230	\$58.85	\$13,535.50
2.26	701 702 SP	150 mm dia. Gate Valve & Valve Box c/w Cathodic Protection	ea	5	\$920.37	\$4,601.85
2.27	701 702 SP	150 mm x 150 mm Tee c/w Cathodic Protection	ea	1	\$630.30	\$630.30
2.28	701 702 SP	150 mm x 150 mm Hydrant Anchor Tee c/w Cathodic Protection	ea	3	\$755.70	\$2,267.10
2.29	701 702 SP	150 mm dia. 11-1/4 ° Elbow c/w Cathodic Protection	ea	6	\$532.40	\$3,194.40
2.30	701 702 SP	150 mm dia. 22-1/2 ° Elbow c/w Cathodic Protection	ea	2	\$532.40	\$1,064.80

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Item No.	Spec No.	Description	Unit	Est. Qty	Unit Price	Contractor's Total Bid
2.31	701 702 SP	150 mm dia. 45° Elbow c/w Cathodic Protection	ea.	1	\$532.40	\$532.40
2.32	701 702 SP	Fire Hydrant c/w Cathodic Protection	ea	8	\$2,123.00	\$16,984.00
2.33	543 SP	Traffic Control Signage	LS	100%	\$5,500.00	\$5,500.00
2.34	570 SP	Topsoil	m ³ PQP	235	\$23.43	\$5,506.05
2.35	572 SP	Seeding & Mulching	m ² PQP	3075	\$1.49	\$4,581.75
2.36	201 206 314 570 572 SP	Excavation and Restoration of Georgian Trail East and West of Street "B" Crossing at Station 12+562±	LS	100%	\$11,440.00	\$11,440.00
2.37	410 511 701 SP	<u>Provisional Item</u> : 19 mm dia. Clear Crushed Stone in Geotextile Wrap - For Trench Stabilization	m	185	\$46.75	\$8,648.75
2.38	SP	100% Performance Bond; 50% Labour & Material Payment Bond, 25% Maintenance Bond, Insurance & Permits	LS	100%	\$12,947.00	\$12,947.00
Subtotal for Part D						\$969,751.75
2.39	SP	Goods & Services (GST) equal to exactly 7.0% of the Subtotal for Part D	LS	LS		\$67,882.62
TOTAL TENDER PRICE FOR PART D						\$1,037,634.37

- Note: 1) Securities to be posted or retained at time of execution of this Agreement include the following:
- (i) securities, including maintenance, for outstanding municipal trunk works under the Phase 2 Pre-servicing Agreement.
 - (ii) securities, including maintenance, for all outstanding internal works save and except for inground sanitary and water mains that will not be municipal trunk services.
- 2) Prior to the Execution of the this Agreement the amount of Agreements required between the Pre-Servicing Agreements and those required under this Agreement shall be reconciled by the Developer's Engineer to the satisfaction of the Town.

Schedule "F"

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement, The Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

List of Development Charges, Parkland Dedication, Drainage Charges, Municipal Fees & Charges, and Local Service Components to be commuted and paid by the Developer.

Number of Units - 153 units

1. **Development Charges in accordance with By-law No. 2005-27 and outlined in Section 42(a) of this Agreement (see Note 1 and 9)**

Roads $\$2,695 \times 150$ = \$404,250
Water $\$2,939 \times 150$ = \$440,850
Sewer $\$5,373 \times 150$ = \$822,069

Sub-Total Charges = \$1,651,050

Less Development Charges Credits & Prepayments

Roads $\$2,695 \times 150$ = \$404,250 (See Note 4)

Water EA $\$2,939 \times 18.85$ = \$55,414 (See Note 5)

Water = \$0 (See Note 5)

Sewer EA $\$4,535 \times 18.85$ = \$85,506 (See Note 6)

Sewer = \$545,250 (See Note 6)

Sub-Total Credits & Prepayments = \$1,090,420

Net Development Charges - Road, Water, and Sewer = \$560,630

2. **Development Charges in accordance with By-law No. 2005-29 and outlined in Section 42(a) of this Agreement (see Note 2)**

Water $\$3,219 \times 150$ = \$482,250

Sewer $\$2,518 \times 150$ = \$377,700

Sub-Total Charges = \$860,550

Less Development Charges Credits & Prepayments

Water $\$3,219 \times 150$ = \$482,850 (See Note 7)

Sewer $\$2,518 \times 150$ = \$377,700 (See Note 8)

Sub-Total Credits & Prepayments = \$860,550

Net Development Charges Water and Sewer = \$0

3. **Balance of Development Charges in accordance with By-law No. 2005-27 and outlined in Section 42(a) of the Agreement (See Note 3).**

Remaining Services $\$2,745$ per lot $\times 150$ lots = \$411,750

4. **Cash in Lieu of Parkland Dedication per Unit = \$Nil**

5. Drainage Charges = \$Nil

6. Municipal Fees & Charges = \$Nil

7. Local Service Component - Section 54 - Special Provisions

Roads & Related Services = \$198,300

Less credit for works undertaken in lieu of payment = \$198,300

Net Charge = \$0

Notes:

1. The amount represents the amount due upon execution of this Agreement based upon applicable charges at this time.
2. The amount represents the amount due upon execution of this Agreement based upon applicable charges at this time and is subject to credits and prepayments being adjusted pursuant to the proposed Lora Bay Servicing Agreement and pursuant to amendment of By-law No. 2005-29.
3. The amount of the balance has been calculated based upon current rates; however, it is subject to change based upon applicable development charges at the time of payment.
4. Reference Minutes of Settlement Schedule C, Item 1.a, Minutes of Settlement Addendum 1, Lora Bay Drive and Georgian Trail relocation Pre-servicing Agreement, and Section 54 - Special Provisions; maximum credits \$462,700; credits used \$411,318; credits remaining \$51,382.
5. Reference Lora Bay Cost Sharing Agreement (maximum credits \$62,722; credits used \$62,722; credits remaining \$0), Minutes of Settlement Addendum 2, proposed Lora Bay Servicing Agreement, and Section 54(n)(I) & (ii) - Special Provisions. (Maximum credits and prepayments \$0 1 credits and prepayments used % 0; credits and prepayments remaining \$0)
6. Reference Lora Bay Cost Sharing Agreement (maximum credits \$97,278; credits used \$97,278; credits remaining \$0), Minutes of Settlement Addendum 2, proposed Lora Bay Servicing Agreement, and Section 54(n)(I) & (ii) - Special Provisions. (Maximum credits and prepayments \$545,250.; credits and prepayments used \$545,250. Credits and prepayments remaining \$0)
7. Reference Minutes of Settlement Schedule c, Item 1.c, Minutes of Settlement Addendum 2, proposed Lora Bay Servicing Agreement, and Section 54 - Special Provisions. Credits and prepayments are subject to adjustment pursuant to the Lora Bay Servicing Agreement.
8. Reference Minutes of Settlement Schedule C, Item 1.a, Lora Bay Drive and Georgian Trail relocation pre-servicing agreement and Section 54 - Special Provisions. Credits and prepayments are subject to adjustment pursuant to the Lora Bay Servicing Agreement.
9. The number of units for which development charges are payable have been reduced from 153 to 150 in recognition of the 3 model homes for which development charges, net of credits and prepayments, were paid under a model home agreement dated March 2, 2005.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

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

1. Easement for Municipal Water and Sanitary Trunk Services over Parts 1 to 4, and 12 to 16 identified on the Draft Reference prepared by Zubek, Emo, Patten and , Thomsen Ltd. For the Lora Bay Corporation Job Number 2000-16, Drawing Name lbay6r.dgn (the "Draft Reference Plan").
2. Easement for Emergency Access over Parts 1, 2 and 4 on the Draft Reference Plan.
3. Easement in favour of the Developer across the Georgian Trail for access and services over Parts 6 to 11, on the Draft Reference Plan.
4. Easement in favour of the Town for municipal services to Part 4, 16R-405 (Slama) over Parts 17, 19 and 20 of the Draft Reference Plan for servicing.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Draft Plan Conditions

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

The conditions of final plan 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 February 11, 2005, showing Blocks 135 and 136 (Common Element Condominium Road) and Blocks 1 to 134 (Recreational Residential poll's) 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 and amended on February 16th, 2005 ("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 and that appropriate provisions be contained within the Subdivision Agreement.
4. That the common element condominium (roads) within Blocks 135 and 136 shall be named to the satisfaction of the Town of The Blue Mountains.
5. That such easements and interests for the plan of subdivision as may be required for servicing, utility or drainage shall be granted to the appropriate authority or land owner, including appropriate storm water management facilities, sewer line connections, including any sizing necessary, as well as appropriate provisions for maintenance, default in accordance with Town standards.
6. 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 and said subdivision agreement contain appropriate provisions for the establishment of common elements condominiums.
 - (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 adjacent golf course lands, during and after construction to the satisfaction of the municipality and the Grey Sauble Conservation Authority; and
 - (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.
7. 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.

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8. That development shall be subject to suitable arrangements for the extension of municipal water and sewer services and the availability of adequate water and sewage allocations in accordance with the servicing provisions of the Official Plan and Minutes of Settlement.
9. The Owner shall not construct internal services for the plan prior to entering into a pre-servicing agreement and/or Subdivision Agreement.
10. That an updated stormwater management plan to be completed to the satisfaction of 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.
11. 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.
12. If final approval is not given to this plan within eight 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.
13. Prior to final approval, the Owner shall obtain draft plan approval of a Common Elements Condominium for Blocks CEC 1a to CEC 2b in accordance with the Condominium Act 1998 S.O. 1998 for the maintenance of all roads, water lines, storm and sanitary sewers and other applicable matters including any and all necessary easement and/or right of ways.
14. That registration of the draft plan of subdivision may be in phases and shall be to the satisfaction of the Town in consultation with the Grey Sauble Conservation Authority and in accordance with the Minutes of Settlement.
15. 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.
16. That prior to final approval we are advised, in writing, by the Grey Sauble Conservation Authority that conditions 7, 10, 11 and 14 have been satisfied.
17. 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.
18. 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

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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

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*.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Lots and Blocks Unsuitable For Building Purposes

Blocks 136 to 141 of the proposed Registered Plan.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Stormwater Management, Drainage and Site Grading Plan

The Lot Grading Plan is as prepared by Henderson Padden Ltd and stamped "Accepted for Construction", Project 304014 - Drawing Nos. 27 to 30

The stamped Drawings are on file with the Town Clerk's Office and may be viewed during normal office hours.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Landscaping Plan

The Landscaping Master Plan and the associated Matrix has been prepared by The MBTW Group.

The Drawings are on file with the Town Clerk's Office and may be viewed during normal office hours.

Schedule "L"

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Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Site Plan

Not Applicable

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

Declaration of Progress and Completion

Note: 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.

Note: It is understood and agreed that this Schedule forms part of the Town of The Blue Mountains Development Agreement. Lora Bay Corporation Phase 2 Residential Plan Part Lots 36, 37 and 38, Concession 11.

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 N0H 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 subdivision of _____, (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