

AGREEMENT BETWEEN
1496951 ONTARIO INC.

AND
THE CORPORATION OF THE CITY OF PETERBOROUGH

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FOXMEADOW ESTATES SUBDIVISION

This AGREEMENT dated the 4th day of September 2009.

BETWEEN: 1496951 ONTARIO INC.

(Hereinafter called the Subdivider)

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

(Hereinafter called the City)

WHEREAS the Subdivider is the owner of the lands described in Schedule A and has applied to the City for approval of a plan of subdivision.

AND WHEREAS the City is authorized by *The Planning Act* to enter into an Agreement imposed as a condition to the approval of a plan of subdivision.

AND WHEREAS the Encumbrancer has a property interest in the said property subject to this Subdivision Agreement;

AND WHEREAS the City has imposed as a condition of its approval that the Subdivider enter into such an Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual promises and other good and valuable consideration expressed in this Agreement the parties hereto agree as follows:

DEFINITIONS

1. In this Agreement,
 - (a) "City Engineer" means the Director of Utility Services, or designate, for the City;
 - (b) "Council" means the Council of The Corporation of the City of Peterborough;
 - (c) "Public Services" means the services described in Schedule D attached hereto;
 - (d) "Subdivision" means all of Plan 45M_____, consisting of Lots 1 to 80 inclusive, Blocks 81 to 104 inclusive, including Marsdale Drive, Hargrove Trail and McGregor Court.

DEPOSITS AND CONVEYANCES

2. Concurrently with the execution of this Agreement the Subdivider shall deposit with the City Engineer:
 - (a) A certified cheque in the sum of \$214,230.68, in payment of the amount due to the City for Phase 1 in Schedule B;
 - (b) An overall servicing co-ordination plan showing the location (shared or otherwise) and installation, timing and phasing of all required Public Services and utilities (on-grade, below grade or above grade, including on-site drainage facilities and community mail boxes) and such location shall be to the Satisfaction of the City Engineer, having considered the requirements of Peterborough Utilities Services Inc., Enbridge Consumers Gas, Bell Canada, Cogeco Cable Systems and Canada Post who will conduct works within the Subdivision. Further, the plan shall consider the respective standards and specification manuals, where applicable, of the utility providers.
 - (c) A written acknowledgement from the General Manager of the Peterborough Utilities Services

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Inc. that the Subdivider has made satisfactory arrangements with the Commission for the installation of a water distribution system including fire hydrants, an electrical distribution system and a street lighting system;

- (d) A written acknowledgement from Enbridge Consumers Gas, Bell Canada and Cogeco Cable Solutions that the Subdivider has made satisfactory arrangements for the installation of their underground facilities;
- (e) Certificates of Approval from the Ministry of the Environment and Energy for the construction of sanitary and storm sewers and watermains;
- (f) Satisfactory evidence that all municipal taxes levied against the lands have been paid;
- (g) An Inhibiting Order as referred to in Article 26
- (h) An Irrevocable Letter of Credit in the amount of \$25,000.00 to the satisfaction of the City Solicitor.
- (i) A general lot drainage plan and restrictive covenants to the satisfaction of the City Engineer and City Solicitor on a sufficient part of the Subdivision to establish a drainage scheme on those lots to be released for sale on all other affected lots;
- (j) A certified copy of an insurance policy to provide public liability insurance coverage for the Subdivider and the City to the extent of \$3,000,000.00 for any one occurrence and such insurance shall be maintained for 12 months following the date of the Final Acceptance Certificate. The City shall be named as an additional third party insured in any such policy, and there shall be a cross-liability provision in the policy allowing the City to make claim against the Subdivider pursuant to the insurance policy.

REGISTRATION OF SUBDIVISION PLAN AND AGREEMENT

3. The Plan of Subdivision shall not be registered unless the Solicitor for the City is in attendance at the Land Titles Office and this Agreement shall be registered immediately thereafter. The Subdivider shall within seven (7) days following the registration of the plan provide the City Engineer with a copy thereof on drafting film of 0.003" thickness (3 mil Mylar, chronoflex process) and a copy in digital form on CD in AutoCAD (DWG) or Micro station (DGN) format. The registered plan must be tied in to the horizontal control monument system, established by the City, to the satisfaction of the City Engineer. The Subdivider agrees to fully comply with any and all collateral undertakings provided to the City, its agents, employees or servants in any matter related to:
- (a) the registration of the Plan of Subdivision; and
 - (b) the registration of the Subdivision Agreement; and
 - (c) the registration of all instruments required to satisfy the requirements of Clause 4.

LANDS TO BE CONVEYED BY THE SUBDIVIDER

4. Concurrent with the execution of this Agreement, the Subdivider will convey, free of encumbrances and without cost to the City or other appropriate authorities, the lands and/or easements described in Schedule C and thereafter will, upon request, convey such additional lands and/or easements free of encumbrances and without cost to the City, or appropriate authorities, as are, in the opinion of the City Engineer, required for and in connection with the servicing of the Subdivision.

ENGINEERING PLANS AND REPORTS

5. (a) The Subdivider hereby covenants and acknowledges that the construction of all of the Public Services shall be carried out in compliance with the engineering plans, which include all drawings,

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specifications, design calculations and reports, which are described in Schedule E.

- (b) The Subdivider also covenants and acknowledges that the Subdivision shall be developed in compliance with the stormwater management, sedimentation and erosion control plans and related reports and the general lot grading plan, which are described in Schedule F. These plans and related reports show the following:
- (i) The intended means of controlling stormwater runoff in terms of quantity, frequency and duration for all events up to and including the Regulatory storm in accordance with the Otonabee Conservation's *Water Management Policies* dated August 10, 1989 and revised to December 7, 1995;
 - (ii) The intended means of safely conveying stormwater flow from the site, including use of stormwater management water quality measures, both temporary and permanent, which are appropriate and in accordance with the provincial *Ministry of the Environment (MOE) Stormwater Management Planning and Design Manual, March 2003*;
 - (iii) The means whereby erosion and sedimentation and their effects will be contained and minimized on the site both during and after the period of construction, which shall include the completion of Public Services and the housing construction. These means shall be in accordance with the provincial *Guidelines on Erosion and Sediment Control for Urban Construction*. Supporting technical documentation should also be submitted which meets or exceeds standards in the *Ministry of Natural Resources (MNR) Technical Guidelines – Erosion and Sediment Control, February 1989*, and the *MOE Erosion and Sediment Control Training Manual, 1997*;

Temporary ponds for sediment control shall be capable of accommodating 125 cubic metres/hectare of contributing drainage area for a period of not less than 12 hours or removing particle sizes down to 40 microns;
 - (iv) Site soil conditions, including grain size distribution profiles;
 - (v) Site grading plans;
 - (vi) Soils/hydrogeological report to assess soil types and ground water levels relative to establishing house elevations and the requirement for a foundation drain discharge system;
 - (vii) Soils/hydrogeological report to assess the groundwater recharge function of the subject lands relative to the Downers Corners Wetland and the opportunity for encouraging groundwater infiltration to the satisfaction of the City Engineer and the Otonabee Conservation Authority;
 - (viii) Existing and proposed lot corner elevations, ground elevations at building (front and back), basic lot grading type, general surface drainage patterns and other related information described in the *Lot Grading and Drainage Policies and Guidelines Report* prepared by the City of Peterborough, April, 2001;

CONSTRUCTION OF PUBLIC SERVICES

6. The Subdivider shall notify the Otonabee Conservation at least 48 hours prior to the commencement of the construction of stormwater management and sedimentation control structures in accordance with Schedule F and shall inspect and maintain all such works in good repair until the issuance of the Final Acceptance Certificate, in a manner satisfactory to the Otonabee Region Conservation Authority.
7. The Subdivider hereby undertakes to provide full-time on-site supervision by the Subdivider's qualified professional engineer authorized to practise in the Province of Ontario to supervise the construction of all Public Services and to ensure compliance with all engineering plans, and the stormwater management and sedimentation and erosion control plans as described in Schedules E

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and F; and, further, until such time as building permits are authorized pursuant to Article 10, to supervise all of the grading on the lots in the subdivision. The Subdivider hereby acknowledges that the City may, at the Subdivider's expense carry out any inspection or work necessary to ensure that the stormwater management and sedimentation and erosion control measures are implemented if the Subdivider, in the sole opinion of the City Engineer, fails to do so. The City may cash or realize on any security provided pursuant to this Agreement for any cost or expense incurred; if security funds are insufficient, outstanding costs shall be paid by the Subdivider forthwith upon receipt of an invoice.

8. The Subdivider shall, at its expense, proceed to perform all the work and provide all the materials necessary for the construction of the Public Services within the times and in the sequence required by this Agreement and/or noted on the said engineering plans and in any event within three (3) years of the date of registration of this Agreement, unless such date is extended in writing by the City Engineer. The Public Services shall be constructed in a good and workmanlike manner and strictly in accordance with the said engineering plans. The Subdivider shall coordinate the work with installations by the Peterborough Utilities Services Inc., Enbridge Consumers Gas, Bell Canada and Cogeco Cable Solutions. The Subdivider shall grade all streets to final elevation prior to installation of the gas lines and provide the necessary field survey information required of the gas lines, all to the satisfaction of Enbridge Consumers Gas. All utilities shall be constructed underground at no cost to the City.

The Subdivider shall not commence any work until the City Engineer and the aforesaid parties have received two (2) weeks written notice from the Subdivider and the Subdivider has arranged a site meeting with all of the parties recited in this provision. Construction of the Public Services shall proceed in an orderly and expeditious manner and the Subdivider shall not stop or interrupt the work without reasonable written notice being given to the City Engineer or his designated representative of its intention to do so.

9. Upon completion of the Public Services, the Subdivider shall provide the City Engineer with one set of As Constructed Plan and Profile drawings showing the Public Services either drawn in ink on drafting film of 0.003" thickness (3 mil Mylar) or a satisfactory copy thereof made by the chronoflex process, and one copy in digital form on a CD in AutoCAD (DWG) or Micro station (DGN) format.

The Subdivider shall pay the amount set forth in Schedule B for the establishment of second order control monuments by the City for input to the MNR COSINE database system, according to Article 2(a).

ISSUANCE OF BUILDING PERMITS

10. The City shall not be obligated to release the Inhibiting Order as referred to in Article 26 or authorize the issuance of a building permit for any lot within the Subdivision until an Interim Acceptance Certificate, referred to in Article 15, has been issued.
11. The parties agree that building permits shall be issued in two stages with respect to all dwellings in the following manner:
- (a) Initially, the City may issue a building permit to construct a foundation, but only after a detailed lot plan, approved by the Subdivider's Engineer as being in conformity with the subdivision general lot grading plan, has been received and approved by the City.
 - (b) Subsequently, the City may issue a full building permit, provided that written verification has

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been received from an Ontario Land Surveyor or Professional Engineer to the effect that the foundation is in compliance with the approved detailed lot plan.

12. (a) The Subdivider acknowledges that, pursuant to By-Law No. 97-123 of the City of Peterborough, being the comprehensive Zoning By-Law, decks elevated 3.0 metres or greater above the lot grade are considered to be part of the main building and therefore are subject to the minimum rear yard provisions of the By-Law. Decks, which are, elevated more than 1.5 metres but not more than 3.0 metres may extend not more than 3.0 metres into a building setback from a rear lot line. Furthermore, decks elevated less than 1.5 metres but more than 150 mm. above lot grade are considered a platform and may extend not more than 3.0 metres into a building setback from a rear lot line, not more than 1.5 metres into a building setback from a street line and not more than 0.9 metres into a building setback from a side lot line. The Subdivider agrees to include this information and specifically refer to this requirement in any agreement of purchase and sale for any lot.
- (b) The Subdivider hereby agrees and acknowledges that the City accepts no responsibility for enforcement of the approved general lot drainage plans or the final grades following construction of dwellings, other than the enforcement, in the normal course, of the Ontario Building Code and the City's Minimum Property Standards By-law.
13. The Subdivider acknowledges that, pursuant to By-law No. 91-10 of the City, the foundation drains of buildings may not be connected into the sanitary sewer system. The Subdivider agrees to include this information and specifically refer to this requirement in any Agreement of Purchase and Sale for any lot.
14. The Subdivider agrees that no building permit shall be issued until the City Engineer and the Peterborough Utilities Services Inc. have approved a plan showing driveway locations and service connections for all lots.

INTERIM ACCEPTANCE CERTIFICATE

15. An Interim Acceptance Certificate shall be issued by the City, within 14 days of the fulfilment of the following requirements:
- (a) storm sewer, sanitary sewer, and water distribution systems have been completed and the sewers connected to outlets all to the satisfaction of the City Engineer, interim As Constructed Plan and Profile drawings showing all sewer connection locations and elevations have been provided to the City Engineer, and camera test results / sewer ratings of the sanitary and storm sewers have been submitted in accordance with the City's Unit Price Contract Supplemental Information Package (current edition) and approved by the City Engineer. As Constructed drawings shall be provided either drawn in ink on drafting film of 0.0003 inch thickness (3 mil Mylar) or a satisfactory copy thereof made by the chronoflex process and one copy in digital form on a CD in DWG or DGN format.
- (b) the full width of the road allowances have been rough graded, the granular base and asphalt base have been completed and the streets have been connected to an existing assumed street;
- (c) the Subdivider has submitted an overall utility distribution plan showing the utility services of the various utility companies;
- (d) the Subdivider has rough graded the lots to within 600 mm. below finished grade in conformity with the general lot grading plan and further established any specific elements of the plan, such as rear yard swales common to and crossing through several lots, as deemed

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- essential by the City Engineer so that subsequent builders may conform readily to the plan;
- (e) the Subdivider has erected and shall maintain a sign at or near each entrance clearly depicting the land use designations within the Subdivision and on the immediately abutting lands and the arterial and collector streets as recited in the Official Plan; temporary sedimentation ponds shall also be clearly shown on the signs. The size, content and location of each sign shall be approved by the City Engineer in advance of erection;
 - (f) the Subdivider has erected temporary street name signs and traffic control signs to the satisfaction of the City Engineer;
 - (g) the Subdivider has marked the municipal address and lot number on the water service markers at each lot or block;
 - (h) the Subdivider's Consulting Engineer has provided written confirmation that the requirements of subsections (a), (b), (c), (d), (e), (f) and (g) have been fulfilled;
 - (i) the Subdivider has made arrangements to maintain the Public Services and emergency routes to the satisfaction of the City Engineer. Satisfactory arrangements shall include an undertaking by the Subdivider's Professional Engineer that the Public Services, including stormwater management and sedimentation and erosion control facilities will be monitored on a weekly basis and that deficiencies will be immediately rectified to the satisfaction of the City Engineer. The Subdivider shall provide the following:
 - Name and phone number of contact person for maintenance problems and emergency conditions;
 - Name of Contractor for maintenance of sedimentation and erosion control facilities and road cleaning and sweeping;
 - (j) the Subdivider has posted a further Irrevocable Letter of Credit in the amount of \$282,000.00 to secure completion of its remaining obligations pursuant to this Agreement to the satisfaction of the City Engineer;
 - (k) a written acknowledgement from the City of Peterborough Fire Chief or his designate has been received to the effect that the Subdivider has made satisfactory arrangements for the sequence of building construction so as to create fire breaks during the period of construction and further that adequate access is available for Fire Department vehicles;
 - (l) the Subdivider has paid in full all outstanding invoices for work performed by the City pursuant to this Agreement;
 - (m) a written acknowledgement from the General Manager of the Peterborough Utilities Services Inc. has been received to the effect that the water distribution system, including the fire hydrants, is complete and operable;
 - (n) the City Engineer is satisfied that the Subdivider is in compliance with the stormwater management and sedimentation and erosion control measures required by Article 5. The Subdivider agrees to provide a certificate, from his Consulting Engineer, confirming that the stormwater management system will not cause any adverse impacts, in terms of water quantity and quality, downstream of the Subdivision;

After issuance of the Interim Acceptance Certificate, the City will be responsible for garbage collection and snow ploughing within the Subdivision.

FINAL ACCEPTANCE CERTIFICATE

16. When the City Engineer is satisfied of the following:
- (a) The Public Services required by Schedule D have been completed in a satisfactory manner and have been fully paid for;

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- (b) The Subdivider has provided a certificate of Current Value, from the Subdivider's Engineer, establishing the value of the Public Services being assumed by the City upon expiry of the Warranty Period; and
- (c) The Subdivider has provided written confirmation from an Ontario Land Surveyor that all standard iron bars within the Subdivision, as shown on the registered plan, have been located and, if necessary, replaced; the City Engineer shall provide the Subdivider with a certificate indicating that the Public Services have been completed to the satisfaction of City Engineer (herein referred to as the "Final Acceptance Certificate"). The Subdivider shall continue to be solely responsible for the maintenance of the Public Services in a state of good repair for twelve (12) months following the date of the Final Acceptance Certificate (herein referred to as the Warranty Period) and shall promptly remedy any defects in the work appearing within such period. The Warranty Period shall not expire until the final inspection has been arranged by the Subdivider and carried out by the City, and any defects identified by the final inspection have been repaired by the Subdivider. Within fourteen (14) days of the final inspection, or the repair of any defects identified by the final inspection performance security shall be returned to the Subdivider and the City shall acknowledge in writing that the Public Services have been fully assumed by the City

ADDITIONAL DRAINAGE WORKS

- 17. If, prior to the expiry of the Warranty Period, and in the opinion of the City Engineer, drainage works in addition to those required in accordance with Schedules E and F, are reasonably required for the proper drainage of the Subdivision, the City Engineer may notify the Subdivider in writing of the need for such works. The Subdivider may consult with the City Engineer within fourteen (14) days of the date of such written notice in order to review the need for the works. The City Engineer may, not sooner than the fifteenth (15th) day after such notice was given to the Subdivider, direct the Subdivider, in writing, to promptly construct such works at its expense, and the Subdivider shall forthwith do so.

PROTECTION OF PROPERTY

- 18. The Subdivider shall do all things reasonably necessary to protect residents of the Subdivision and neighbouring subdivisions from dust, noise, building debris, mud and traffic and will promptly carry out any directions given it in this regard by the City Engineer or his designate. Without in any way derogating from the Subdividers responsibilities pursuant to this Agreement, the Subdivider acknowledges and agrees that the City may in the City's absolute discretion and after twenty-four (24) hours notice to the Subdivider, carry out street cleaning operations as required. The Subdivider shall reimburse the City for any such cleaning, within 30 days of receipt of an invoice therefor.
- 19. The Subdivider shall take steps to prevent damage being caused to existing public highways or other Public Services leading to the Subdivision by persons or vehicles employed by the Subdivider or others in the course of the development of the Subdivision and if, in the opinion of the City Engineer, damage in excess of fair wear and tear has been so caused the Subdivider will, at its expense, promptly repair such damage. The City shall be at liberty to cash or realize on any security provided pursuant to this Agreement if the City should repair any such damage. If security funds are insufficient, outstanding costs shall be paid by the Subdivider upon receipt of invoice; invoices must be paid within 30 days of receipt by the Subdivider.

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20. The Subdivider shall, at its expense, repair any damage to public property, which occurs during the construction of the Subdivision to the satisfaction of the City Engineer.
21. Vacant lots within the Subdivision shall be maintained in a neat and clean manner free of weeds, debris, or construction materials in accordance with Chapter No. 611 of The City of Peterborough Municipal Code, until the earlier of the expiry of the Warranty Period or conveyance of such lots by the Subdivider.
22. The Subdivider shall ensure, at its expense, that any temporary topsoil or earth stockpile within the Subdivision or other designated area shall be indicated on the engineering plans and shall comply with the following regulations:
- (a) A maximum height of 3.0 metres;
 - (b) Maximum side slopes of 3:1;
 - (c) Graded in a uniform manner.
- In addition, any lot which is vacant as of the earlier of the expiry of the Warranty Period and the fifth anniversary of the date of registration of the Plan of Subdivision, shall forthwith be graded in accordance with the general lot grading plan, to the satisfaction of the City Engineer, at the expense of the Subdivider.

PERFORMANCE OF OBLIGATIONS

23. If the Subdivider fails or neglects to properly perform its obligations under this Agreement, the City may, after 5 business days written notice to the Subdivider and without prejudice to any other right or remedy it may have, enter on the Subdivision and, at the expense of the Subdivider, perform such work and provide such materials as are necessary to correct the default.
- Where in the sole opinion of the City Engineer an emergency exists, the City may enter on the Subdivision without notice and, at the expense of the Subdivider, do such work and provide such materials as are necessary to answer the emergency. In either event, any monies expended by the City in so doing shall immediately become due and payable to the City by the Subdivider, and the City may cash or realize on any security provided pursuant to this Agreement for any cost or expense incurred by the City. If security funds are insufficient, outstanding costs shall be paid by the Subdivider upon receipt of invoice; the Subdivider must pay invoices within 30 days of receipt.
24. The Subdivider shall indemnify and save the City harmless from any and all actions, claims or demands made or brought against the City by any person or persons for damages arising out of the act or omission of the Subdivider in respect to its obligations under this Agreement.
25. The Subdivider shall not assign this Agreement without written consent of the City.
26. The Subdivider agrees to an Inhibiting Order being registered against all lots within the Subdivision, in favour of the City, stating that there shall be no further dealing with the subject property without the consent of the City. The said Inhibiting Order shall be deposited on title by the Subdivider at its expense and shall be registered immediately subsequent to the registration of the Plan of Subdivision and this Agreement. Upon issuance of the Interim Acceptance Certificate, the City shall release the Inhibiting Order forthwith.

The City agrees that the said Inhibiting Order shall not prejudice any chargee or encumbrancer in the exercise of any remedies available to realize upon their security in the subject land provided that

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any transferee by sale under power of sale, judicial sale, foreclosure, or otherwise, agrees to be obligated to comply with the provisions of the Subdivision Agreement, including the re-imposition of the Inhibiting Order.

WAIVER

27. It is expressly understood and agreed that the remedies of the City under this Agreement are cumulative and the exercise by the City of any right or remedy for the default or breach of any term, covenant, condition or Agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the City may be lawfully entitled for the same default or breach; and any waiver by the City of the strict observance, performance or compliance by the Subdivider with any term, covenant, condition or Agreement herein contained, or any indulgence granted by the City to the Subdivider shall not be deemed to be a waiver of any subsequent default or breach by the Subdivider, nor entitle the Subdivider to any similar indulgence heretofore granted.

DEVELOPMENT CHARGES

28. The Subdivider acknowledges that development charges are payable, in accordance with the City's Development Charges Bylaw. Development charges must be paid on an individual lot or block basis prior to the occupancy or sale of the property, in accordance with the development charges rate in effect at that time.

CONSTRUCTION TRAFFIC ROUTES AND SIGNAGE

29. The Subdivider hereby agrees to construct a temporary construction access route between Television Road and Marsdale Drive to the satisfaction of the City Engineer and the Otonabee Region Conservation Authority. The Subdivider acknowledges and agrees that this temporary route, as listed in Schedule G, is the designated construction traffic routes within and leading into the Subdivision and shall be used for construction traffic during the development of the Subdivision. The Subdivider hereby agrees and acknowledges that construction traffic, for both the development of the subdivision and house construction, including all suppliers, contractors, subcontractors, etc. must utilize the construction access route from Television Road.

The Subdivider further agrees to take all reasonable steps and actions to ensure that, during the construction of the Subdivision, heavy truck traffic is restricted to the routes designated in Schedule G attached hereto. Such steps shall include, if necessary, and/or requested, the posting of appropriate signage and/or barricades, on-site supervision and traffic direction, or appropriate contractual arrangements with any contractors or equipment suppliers who may have occasion to use heavy trucks. All such steps shall be carried out to the satisfaction of the City Engineer, failing which the City may take whatever steps it deems appropriate to enforce this requirement, at the expense of the Subdivider, including drawing on the Subdivider's security. For the purposes of this provision, "heavy truck" has the same meaning as that contained in Section 767-1-5 of the Peterborough Municipal Code.

Upon the completion of all public services and house construction, the Subdivider agrees to decommission the temporary access route and rehabilitate all areas affected by the route to the

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satisfaction of the City Engineer and the Otonabee Region Conservation Authority, and generally in accordance with the recommendations of the Environmental Impact Study prepared for 1496951 Ontario Inc. by Niblett Environmental Associates Inc. dated December, 2008.

EASEMENTS FOR UTILITY COMPANIES

30. The Subdivider agrees to grant easements for utility purposes, including telephone and cable TV, to the appropriate authorities, including making application to the Committee of Adjustment for consent to do so, where required. The Subdivider shall make all such arrangements without cost to the City.

MODEL HOUSES

31. Notwithstanding Article 10, the City may issue building permits for the construction of five (5) model houses according to the following conditions:
- (a) The Subdivider shall construct a 6.1 metre access road from an open public road to the lot upon which the model home is to be constructed. The access shall be paved to the base course asphalt stage;
 - (b) The Subdivider shall construct a gravel turning circle at the end of any such access road, in accordance with the Building Code Act;
 - (c) An in-service fire hydrant shall be located within 90 metres of the model house, based on vehicular travel distance;
 - (d) At the time of commencement of construction of a model house, no portion of a model house shall be constructed within 15.0 metres of any other building with an unfinished exterior, other than another model house;
 - (e) The Subdivider shall maintain, at its sole cost, the access road and turning circle, including snow ploughing, until the issuance of the Interim Acceptance Certificate, pursuant to Article 15.

The Subdivider covenants and agrees that no model house shall be occupied for residential purposes prior to the issuance of the Interim Acceptance Certificate. The Subdivider shall assume all responsibility and liability arising from the issuance of the building permits, and shall indemnify and hold harmless the City from any and all claims, which may arise from the issuance of the said building permits.

PARKLAND REQUIREMENTS

32. The Subdivider acknowledges the requirement for land to be conveyed to the City for park purposes, pursuant to the Planning Act, and covenants and agrees that the parkland requirement in connection with this subdivision is 0.4132 hectares. The Subdivider agrees to pay cash-in-lieu for parkland at a price of \$65,000.00 per hectare.

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CANADA POST CORPORATION REQUIREMENTS

33. The Subdivider agrees to inform all prospective purchasers, through a clause in all agreements of purchase and sale, that the northeast corner of Lot 71, and the southeast corner of Lot 30 have been identified as potential community mailbox locations
34. The Subdivider agrees to provide a curb depression 2.0 metres in width and no higher than 25 mm., at each community mailbox location. A concrete walkway, 1.0 metres in width, shall be provided between the curb and the mailbox.

LOT GRADING CERTIFICATION

35. The Subdivider shall ensure that each lot is graded in accordance with the approved detailed lot plan and general lot grading plan. Within 30 days of receiving notice from a builder that a lot is ready for lot grading inspection, the Subdivider's Engineer shall inspect the subject lot and provide a written confirmation of grading certification or the presence of any deficiencies to the said building and the City of Peterborough's Building Division.

Where a building is occupied or ready for occupancy between the dates of May 1st and September 15th in any year, the Subdivider agrees to provide the following to the City Engineer by October 30th in the same year:

- A lot grading certificate issued by the Subdivider's Engineer in a form acceptable to the City's Engineer confirming that the lot grading complies with the approved general lot grading plan and the approved detailed lot plan; and
- An as built topographic survey of the final lot grading.

Where a building is occupied or ready for occupancy between the dates of September 16th and April 30th of the succeeding year, the Subdivider agrees to provide the said lot grading certificate and as built topographic survey to the City Engineer prior to the next July 15th.

The Subdivider shall reserve the right to enter upon any lot in the Subdivision for a period of one (1) year after the date of submission of the final lot grading certificate to the City to carry out any necessary rectification of grading deficiencies.

36. Prior to final acceptance of the Subdivision by the City, the Subdivider shall have provided a lot grading certificate for each lot. Prior to the issuance of the Interim Acceptance Certificate referred to in Article 15, the Subdivider shall provide an Irrevocable Letter of Credit in the amount of \$104,0000 (104 lots x \$1,000 per unit), which may be utilized by the City in the event that the Subdivider fails to fulfil its obligations pursuant to lot grading. If any lot grading certificates are outstanding at the time of issuance of the Final Acceptance Certificate, the City may retain \$1,000 for each outstanding uncertified lot from the original Letter of Credit until the Subdivider fulfils its obligations.
37. The Subdivider agrees to advise all prospective purchasers, through a clause in all Agreements of Purchase and Sale, that homeowners shall not alter the grades on their property prior to the City's acceptance of the Final Lots Grading Certificate for the lot. Any alterations to the grade made by the

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homeowner following acceptance of the Final Lot grading Certificate shall be entirely at the homeowner's risk.

EROSION AND SEDIMENTATION CONTROL

38. The Subdivider agrees, during and after construction, to monitor the erosion and sedimentation control facilities on a weekly basis, or forthwith following rainfall events of 13 millimetres or greater, and immediately rectify any deficiencies within 24 hours to the satisfaction of the City Engineer. Where overland drainage occurs to the open space areas, the Subdivider agrees that all of the erosion and sediment control works shall be inspected and maintained to ensure their structural integrity. The Subdivider shall provide the name and phone number of the Contractor for maintenance of the erosion and sedimentation control facilities. Where in the sole opinion of the City Engineer an emergency exists with respect to erosion and sedimentation control, the City may enter on the subdivision without notice and, at the expense of the Subdivider, do such work and provide such materials as are necessary to answer the emergency.
39. The temporary sediment control basin(s) shall be inspected and maintained on a regular basis and shall be cleaned out when sediment accumulation reaches 50% of the basin capacity, or as directed by the City Engineer. Rock check dams shall also be inspected and maintained on a regular basis; accumulated sediment upstream of all rock check dams shall be removed when the sediment depth is greater than 50% of the check dam height. Once construction and landscaping of the subdivision, including open space areas, have been stabilized, the erosion and sedimentation control works may be removed, sediment basin cleaned out and internal slopes of the stormwater management pond restored and landscaped to the satisfaction of the City Engineer.

DOWNER'S CORNERS WETLAND SPECIAL CONDITIONS

40. The Subdivider agrees to submit a detailed a detailed landscape and planting plan for the Adjacent Land Area associated with the Downers Corners Wetland and its tributaries to the satisfaction of the City and Otonabee Region Conservation Authority. The plan shall be completed by a landscape architect in accordance with the principles recommended in the Downers Corners Wetland Comprehensive Environmental Impact Study (Gartner Lee, 2007) and shall include the establishment of a living fence where the adjacent land area abuts Foxmeadow Road along with signage worded and constructed to the City's satisfaction advising residents that access to the adjacent land area is prohibited. The owner shall agree in the Subdivision Agreement to carry out the works approved in the landscape plan.
41. The Subdivider acknowledges that a soils/hydrogeological report assessing soil types and ground water levels relative to establishing elevations for houses and the need for a foundation drain discharge system is included in Schedule F. The Subdivider acknowledges that a soils/hydrogeological report assessing the groundwater recharge function of the subdivision relative to the Downers Corners Wetland and the opportunity for encouraging groundwater infiltration to the satisfaction of the City Engineer and the Otonabee Conservation Authority is included in Schedule F.
42. The Subdivider agrees to construct a chain link fence, to City standard, along the rear lot lines of Lots 1 to 18, inclusive, and the side lot lines of Lots 13, 14, 21 and 22; the Subdivider also agrees to construct a gate along the west limit of Block 82. The Subdivider agrees that the fencing shall be constructed upon completion of any grading and landscape restoration in the adjacent land area

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associated with the Downers Corners Wetland, including construction and naturalization of the stormwater management pond, and final grading and sodding in the last three (3) metres of those rear yards of lots that are adjacent to the adjacent land area. At the upgrading limit of the sodded three metre area, silt fencing and straw bales shall be installed and maintained until construction has been completed and the balance of the rear yards are sodded. At the upgrading limit of the silt fencing and straw bales, the lots shall be graded to 0.5 metres below the final grade for sediment and silt control during construction. The Subdivider agrees not to change grades or otherwise disturb or encroach upon the adjacent land area delineated by the three metre sodded area and fencing, to the satisfaction of the City and Otonabee Region Conservation Authority.

43. The Subdivider agrees to include a clause in all Offers of Purchase and Sale Agreements and/or lease/rental agreements with prospective purchasers of Lots 1 to 18, 21 and 22, advising that fence gates and/or other means of access to the adjacent land area will not be permitted and that swimming pools on these lots are prohibited. The Subdivider also agrees to register a restrictive covenant to this effect on the title for all such lots.
44. The Subdivider agrees that, during construction, monitoring and evaluation of the sediment and erosion control measures shall be carried out at the expense of the Subdivider. Where overland drainage occurs to the buffer/open space area, the Subdivider agrees that all of the sediment and erosion control works shall be inspected and maintained to ensure their functional integrity. The works shall be inspected on a weekly basis during construction, or forthwith following rainfall events of 13 millimetres or greater, and maintenance shall be carried out within 48 hours on any part of the works requiring repairs. Once construction and landscaping of the subject property, including the buffer/open space area, have been substantially completed, the erosion and sediment control works may be removed and landscaping of the internal slopes of the stormwater management pond completed.
45. The Subdivider agrees to provide, to the satisfaction of the City, a "Natural Systems Stewardship Brochure" for inclusion as a schedule to the Subdivision Agreement in Offers of Purchase and Sale, and registered on title, for all subsequent prospective purchasers of all lots within the subdivision, that will provide education material respecting the significance and sensitivity of the provincially significant Downers Corners Wetland to disturbances from residential development, the City of Peterborough's environmental policies and programs for management and use of environmental areas, restrictions and regulations associated with the use of these areas, and information on the role of residents in undertaking appropriate conservation efforts, and activities such as:
 - (a) Refuse/yard waste/composting;
 - (b) Fertilizer and pesticide use (inclusive of herbicides, insecticides and fungicides);
 - (c) Natural area vegetation and soil protection, including the preparation of generic planting plans focusing on the planting of native trees, shrubs and ground species within the rear and side yards of properties adjacent to the recommended Adjacent Land Area;
 - (d) Impact of noise and lighting;
 - (e) Open space assess and trail use;
 - (f) Domestic pet impacts and controls;
 - (g) Invasive plant spreading;
 - (h) Promoting planting of native species; and,
 - (i) Proper swimming pool management techniques.

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46. The Subdivider agrees to implement a water quality and benthic invertebrate monitoring program as recommended by the Downers Corners Wetland Comprehensive Environmental Study to the satisfaction of the City of Peterborough and the Otonabee Region Conservation Authority.
47. The Subdivider agrees, at its sole expense, to implement a monitoring program to ensure that implementation of the landscape and planting plan achieves the ecological buffer/open space function for the adjacent land area as described in the Downers Corners Wetland Comprehensive Environmental Impact Study (Gartner Lee, 2007). The program would involve establishing a sufficient number of stations for photographing representative sites adjacent to the areas to be landscaped/planted. The sites would be marked with a monument or stake to ensure standardized data collection. Photographs shall be taken at the same time of day and month. Qualitative notes on wildlife sightings, local disturbances, and invasive species will also be undertaken. Monitoring shall occur no less than once per annum and shall continue for a period of five years following the establishment of plantings. If the landscape is not developing as planned, the owner shall agree to investigate, evaluate and rectify the concern(s). Annual reports shall be submitted to the City of Peterborough and the Otonabee Region Conservation Authority (and other, as required) every year up to five years following the initial landscaping/planting.

MAINTENANCE AND FUTURE RESPONSIBILITY – PRIVACY FENCE

48. The Subdivider acknowledges and agrees that the privacy fence to be constructed, at its expense on Lots 22 to 29, inclusive, will remain the property of the owners of such lands from time to time. The owners shall maintain and repair the fencing, and shall not alter or remove it without the prior written approval of the City. The Subdivider agrees to inform all prospective purchasers of Lots 22 to 29, inclusive, of this responsibility, through a clause in all agreements of purchase and sale.

NOISE CONTROL REQUIREMENTS

49. The Subdivider agrees that the noise control features recommended by the acoustical study and approved by the City of Peterborough shall be implemented for Lots 22 to 29, inclusive:
- (a) Purchasers of units or tenants in the Subdivision are hereby notified that despite the inclusion of noise control features within the Subdivision and within the individual building units, noise levels from the Canadian Pacific Railway may continue to be a concern occasionally interfering with some activities of the dwelling occupants. In addition, due to the proximity of the adjacent railway, vibrations from train passbys may at times be perceptible.

CANADIAN PACIFIC RAILWAY REQUIREMENTS

50. A clause shall be inserted in all offers to purchase, agreements of sale and purchase or lease, and in the title, deed or lease of Lots 8 to 49, inclusive, warning prospective purchasers or tenants as follows: Canadian Pacific railway or its assigns or successors in interest has a right-of-way within 300 metres from the land subject thereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future, including the possibility that the Railway or its assigns may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise or vibration

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attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints arising from the Railway's use of such facilities and/or operations on, over or under the aforesaid right-of-way.

ASPHALT PLANT WARNING CLAUSE

51. A clause shall be inserted in all offers to purchase, agreements of sale and purchase or lease, and in the title, deed or lease of Lots 22, 23 and 24, warning prospective purchasers or tenants that due to the proximity of an industrial asphalt plant along the east side of Television Road, sound levels from the plant may at times be audible.

WALKER AVENUE SANITARY SEWER MODIFICATIONS

52. The Subdivider agrees to pay for the upgrading of the existing sanitary sewers on Walker Avenue in order to provide capacity for the subdivision; this work is scheduled to be completed in 2009. The Subdivider agrees to pay 30% of the actual construction costs, not to exceed \$140,000.00, within 30 days of receiving an invoice from the City of Peterborough. The Subdivider agrees to provide a Letter of Credit, in the amount of \$140,000.00, to remain in effect until the invoice has been paid to the City.

ZONING BY-LAW

53. The Subdivider agrees to include a clause in all Agreement of Purchase and Sale the following clause:
- “Use of the property is regulated by the City of Peterborough Zoning By-law No.97-123, as amended from time to time. Homeowners are advised to consult the City of Peterborough Building Division prior to physically altering any portion of any building or the property, and/or changing the use of property, to ensure compliance with the City's Zoning By-law.”

LOT ADDITIONS

52. Immediately following registration of the approved subdivision plan, the Subdivider agrees to offer to convey Block 83 as a Lot Addition to Lot 20, 45M-221, at no charge to the lot owner. Should the owner of Lot 20, 45M-221 refuse the offered conveyance in writing, the Subdivider agrees to convey Block 83 to the City of Peterborough, at no charge, to form part of the future Marsdale Drive right of way.
53. The Subdivider agrees that Block 81 shall only be developed in conjunction with Block 42, 45M-221.

POTENTIAL MARIA STREET RIGHT OF WAY

54. The Subdivider agrees to convey Blocks 84, 86, 87, 91, 93, 94, and 96 to the City of Peterborough for Future Roadway / Future Development purposes. The City shall hold the said Blocks in trust until

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such time as the land requirements for Maria Street are determined following which the City shall convey any remaining lands back to the owner.

POTENTIAL MARSDALE DRIVE RIGHT OF WAY

55. The Subdivider agrees to convey Blocks 100, 101, 102, 103, and 104 to the City of Peterborough for Future Roadway / Future Development purposes. Additionally, pursuant to Article 52, the Subdivider agrees to convey Block 83 to the City of Peterborough for Future Roadway / Future Development purposes should the owner of Lot 20, 45M-221 refuse, in writing, the offered conveyance of Block 83.

Should Block 102 not be required for roadway purposes upon determination of the land requirements for Maria Street, the City shall convey Block 102 back to the Subdivider and Blocks 103 and 104 as lot additions to Lot 29.

Furthermore, in the event that Block 102 is not required for roadway purposes and the owner of Lot 20, 45M-221 has refused the offered conveyance of Block 83 in writing, the City shall convey Blocks 83, 100, and 101 back to the Subdivider. However, should the owner of Lot 20, 45M-221 accept the conveyance of Block 83 in writing, the City will convey Blocks 100 and 101 as lot additions to the consolidated Lot 20, 45M-221/Block 83 in the event that Block 102 is not required for roadway purposes.

56. The owner acknowledges and agrees that Blocks 102, 103 and 104 are intended to be developed as a roadway and that any construction on Lot 29 shall treat Blocks 102, 103 and 104 as a public highway for zoning compliance purposes.

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THIS AGREEMENT shall enure to the benefit of and be binding upon the respective parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their Corporate seals duly attested by their proper officers.

1496951 ONTARIO INC.

Brian Fenton - President

I have the authority to bind the Corporation.

**THE CORPORATION OF THE CITY
OF PETERBOROUGH**

Mayor – D. Paul Ayotte

Clerk - Nancy Wright-Laking

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SCHEDULE A

DESCRIPTION OF THE PROPERTY

LOTS 1 TO 80, both inclusive, Blocks 81 to 104, both inclusive, and Streets namely Marsdale Drive, Hargrove Trail and McGregor Court.

PLAN 45M-_____, IN THE CITY OF PETERBOROUGH

SCHEDULE B

PARTICULARS OF THE AMOUNTS TO BE PAID BY THE SUBDIVIDER TO THE CITY
PURSUANT TO ARTICLE 2(a)

1. City Engineering Overhead Relating To Subdivision	
(5.5% of the servicing cost required by Schedule D).	
This cost is estimated and shall be adjusted by the City	
Engineer upon determination of the actual cost.	\$67,349.68
2. Charges for Planting of Street Trees	
104 Units X \$190.00	\$19,760.00
3. Charges for Control Monuments	
81 Lots @ \$15.00 per unit	\$1,215.00
4. Area Specific Development Charge	
104 units @\$846.00 per unit	\$87,984.00
5. Charges for Street Name Signs & Traffic Signs	
4 street name signs, 4 traffic signs: 8 @\$350.00	\$2,800.00
6. Cash in Lieu for Parkland	
(0.4132 hectares @ \$85,000./Ha.)	<u>\$35,122.00</u>
TOTAL	\$214,230.68

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SCHEDULE C

LANDS TO BE CONVEYED BY THE SUBDIVIDER

1. Block 99 for 6.0 metre walkway.
2. Block 85 for open space;
3. Blocks 84, 86, 87, 90, 91, 92, 93, 94, 95, 96 and 97 for Maria Street right-of-way;
4. Block 82 for 6.0 metre maintenance access;
5. Block 88, 89 and 98 for 1.00 metre reserves;
6. Block 100 for 0.30 metre reserve;
7. Block 83 as a lot addition to Lot 20, Plan 45M-221;
8. 9.0 metre storm sewer easement over Lots 75 and 76.

SCHEDULE D

PUBLIC SERVICES TO BE CONSTRUCTED BY AND AT THE EXPENSE OF THE SUBDIVIDER

1. Sanitary Sewers

A sanitary sewer system shall be installed by the Subdivider throughout the Subdivision including the construction of the mains and connections from the main to all lots. The system shall be connected to an adequate outlet. The sanitary sewer system is to be completed by November 30, 2009.

2. Storm Sewers

A storm sewer system shall be installed by the Subdivider in the Subdivision including the construction of mains, cross-drains and catch basins from the storm sewer main to all lots. The system shall be connected to an adequate outlet. The storm sewer system is to be completed by November 30, 2009.

3. Storm Water Management and Sedimentation & Erosion Control

Proposed stormwater management and erosion and sedimentation control facilities are to be completed in accordance with the approved plans described in Schedule F. The proposed stormwater management facility is to be operational by October 31, 2009 with landscaping completed by September 30, 2010.

4. Roads

Asphalt pavement on a granular base with concrete curbs and gutters, sub-drains, sidewalks and sodded boulevards shall be constructed by the Subdivider and extended to properly connect with similar existing services. Base asphalt and curb and gutter, with minimum driveway cuts, shall be placed in conjunction with the placement of the granular base. Surface asphalt shall be constructed as directed by the City Engineer but generally not until after one full winter season after completion of the granular base and base asphalt and not until 75 percent of the houses in each block have their roofs completed.

5. Conduit Crossing under Roadways

Prior to the placement of the granular base, conduits shall be supplied and installed by the Subdivider for the use of and to the satisfaction of Bell Canada, Cogeco Cable Solutions, Enbridge Consumers Gas, the Peterborough Utilities Services Inc. and the City of Peterborough.

6. Streetlights

Streetlights shall be installed by the Subdivider throughout the Subdivision by arrangement with the Peterborough Utilities Services Inc. and at the same time as their installation of its electrical distribution system. The luminaire and pole style shall be approved by the City of Peterborough.

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7. Sidewalks

Sidewalks shall be constructed on both sides of all streets in the subdivision, excluding Foxmeadow Court and McGregor Court, at the same time as the final asphalt is constructed.

8. Barriers

Barriers shall be installed by the Subdivider at street ends or elsewhere for the protection of the public as directed by the City Engineer.

9. Fencing and Restoration on Open Space Blocks

A galvanized chain link fence shall be constructed by the Subdivider along the rear property line of Lots 1 to 18 inclusive and the east side lot line of Lot 21 and the south side lot line of Lot 22.

A decorative, privacy/noise barrier fence 1.8 metres high including landscaping shall be constructed by the Subdivider along the rear property limits of Lots 22 to 29, inclusive, abutting Block 84.

The Subdivider acknowledges and agrees that the privacy fence to be constructed will remain the property of the owners of such lands from time to time. The owners shall maintain and repair the fencing, and shall not alter or remove it without the prior written approval of the City. The Subdivider agrees to inform all prospective purchasers of Lots 22 to 39, inclusive, of this responsibility, through a clause in all agreements of purchase and sale.

Any disturbed areas of Blocks 84 to 98, inclusive, shall be regraded and restored with 150 mm. of screened topsoil and seeded by the Subdivider as directed by the City Engineer.

10. Walkways/Maintenance Access

An asphalt emergency access route, 3.0 metres in width, with sodded side areas and 1.2 metre high chain link fences on the lot lines shall be constructed by the Subdivider on Block 82. A walkway 1.5 metres in width, with sodded side areas and 1.2 metre high chain link fences on the lot lines shall be constructed by the Subdivider on Block 99.

SCHEDULE E

APPROVED PLANS FOR CONSTRUCTION OF PUBLIC SERVICES

1. Site Servicing Plan (North), Drwg. No. 10124SS-01, Rev. 11, dated August 10, 2009, by D. M. Wills Associates Limited;
2. Site Servicing Plan (South), Drwg. No. 10124SS-02, Rev. 11, dated August 10, 2009, by D. M. Wills Associates Limited;
3. Site Servicing Plan (West), Drwg. No. 10124SS-03, Rev. 11, dated August 10, 2009, by D. M. Wills Associates Limited;
4. Marsdale Drive, Plan & Profile, Sta. 1+000 to 1+300.7, Drawing No. 10124PP-07, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
5. Marsdale Drive, Plan & Profile, Sta. 1+300 to 1+375.8, Maria Street Ext., Sta. 1+000 to 1+200, Drwg. No. 10124PP-07A, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
6. Hargrove Trail, Plan & Profile, Sta. 1+040 to 1+300, Drawing No. 10124PP-08, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited.
7. Foxmeadow Road, McGregor Court and Hargrove Trail, Plan & Profile, Drawing No. 10124PP-09, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
8. Foxmeadow Estates, Details, Drawing No. 10124DT-10, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
9. Foxmeadow Estates, Details and General Notes, Drawing No. 10124DT-11, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
10. Storm Drainage Area Plan, Drawing No. 10124ST-15, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
11. Sanitary Drainage Area Plan, Drawing No. 10124SA-16, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
12. Tree Preservation Plan, Drawing No. 10124TR-18, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited.
13. Foxmeadow Estates Subdivision Sanitary Sewer Report. Dated August 2007, by Trow Associates Inc.
14. Hydrogeological Assessment Report, Foxmeadow Estates Subdivision, Phase 2, dated January, 2008, by Geo-Logic Inc.

SCHEDULE F

**APPROVED STORMWATER MANAGEMENT,
LOT GRADING AND SEDIMENTATION AND EROSION CONTROL
PLANS AND REPORTS**

1. Lot Grading Plan (North), Drawing No. 10124LG-04, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
2. Lot Grading Plan (South), Drawing No. 10124LG-05, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
3. Lot Grading Plan (West), Drawing No. 10124LG-06, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
4. S.W.M. Pond Details, Drawing No. 10124SWM-12, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
5. S.W.M. Pond Details, Drawing No. 10124SWM-13, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
6. S. W. M. Pond Details, Drawing No. 10124SWM-13A, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
7. Erosion Control Plan, Drawing No. 10124EC-14, Rev. 11, dated August 4, 2009, by D. M. Wills Associates Limited;
8. Cut/Fill Plan, Drawing No. 10124CF-17, Rev. 11, dated August 4, 2009 by D. M. Wills Associates Limited;
9. Stormwater Management Report, Foxmeadow Estates, Project No. 07-10124, by D. M. Wills Associates Limited.
10. Homeowner Natural Stewardship Brochure, dated April, 2009, by Jacques Whitford Limited;
11. Foxmeadow Subdivision, Landscape Concept and Planting Detail , Drawing No.'s L1, L2 and L3, Rev. 4, dated July 22,2009 by Basterfield & Associates Landscape Architects.

SCHEDULE G

CONSTRUCTION TRAFFIC ROUTES PURSUANT TO ARTICLE 29

Construction Traffic Routes:

Television Road to Marsdale Drive