

HERON LAKE ESTATES II

Agreement of Purchase and Sale

The Undersigned _____ (herein called the "Purchaser") having inspected the real property, hereby offer to purchase from 1000017283 Ontario Inc. (herein called the "Vendor") through _____ agent for the Vendor / Purchaser, All and Singular the premises described as Lot _____, Plan 4M-1758, also known as _____ Honey Bee Grove, in the City of Ottawa, Province of Ontario, shown on the subdivision plan attached as **Schedule "A1"**, at a Purchase price of _____ Dollars (\$ _____) plus HST, with a deposit of _____ **Thousand Dollars** (\$ _____) of lawful money of Canada, payable by cash or certified cheque to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing, and the balance of the purchase price of _____ Dollars (\$ _____), subject to adjustments, shall be payable to the Vendor in cash or certified cheque on the date of closing. For the purposes of this Agreement, the Purchaser is required to deliver the deposit to the Vendor within 24 hours of the acceptance of this Agreement.

IN THE EVENT of this Agreement being executed by the Vendor or the Purchaser prior to the execution by the other and until executed by the other, this Agreement shall constitute an irrevocable offer to sell by the Vendor or to purchase by the Purchaser as the case may be until 5pm on the _____ of _____, 20 __, after which time, if not executed and delivered by the other, such shall be null and void and all deposits monies shall be returned.

This agreement shall be subject to the conditions set out in Schedule "A"

This Offer, when accepted, shall constitute a binding contract of Purchase and Sale and time shall, in all respects, be of the essence. Schedule A, A1, A2, B, C, D, E, F, G, and H shall form an integral part of this Agreement.

This transaction of purchase and sale is to be completed on the __ of _____ 202__

IN THE EVENT of the Purchase is unable to close the transaction within 30 Days of the Completion Date, the deposit shall be forfeited to the Seller.

The Purchaser agrees to pay the balance of the purchase price, subject to adjustments, to the Vendor on closing with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Should the Purchaser fail to close this transaction on or before the 20th business day following written notice by the Vendor to the Purchaser that the subdivision has been registered, the deposit will be forfeited to the Vendor unless there has been a written agreement to extend the closing date.

SIGNED, SEALED AND DELIVERED)
in the presence of:

)
)
)
)

Purchaser

Purchaser

Date: _____

THE UNDERSIGNED, hereby accepts the above offer and its terms and covenants and promises and agrees to and with the above-named Purchaser(s) to duly carry out the same on the terms and conditions above mentioned, and hereby accepts the said deposit.

ACCEPTED, this _____ day of _____ 20 _____.

100017283 Ontario Inc.

Gerard Lavimodiere (I have the authority to bind the corporation)

Per: _____

Vendor's Solicitor:
Donald M. Simonds
Kelly Santini LLP
dsimonds@kellysantini.com

301-2301 Carling Ave
Ottawa, Ontario
K2B 7G3
Ph: 613-829-7171
www.kellysantini.com

Purchaser's Address:

Purchaser's Solicitor:

Email Address: _____

Telephone No. _____

SCHEDULE “A”

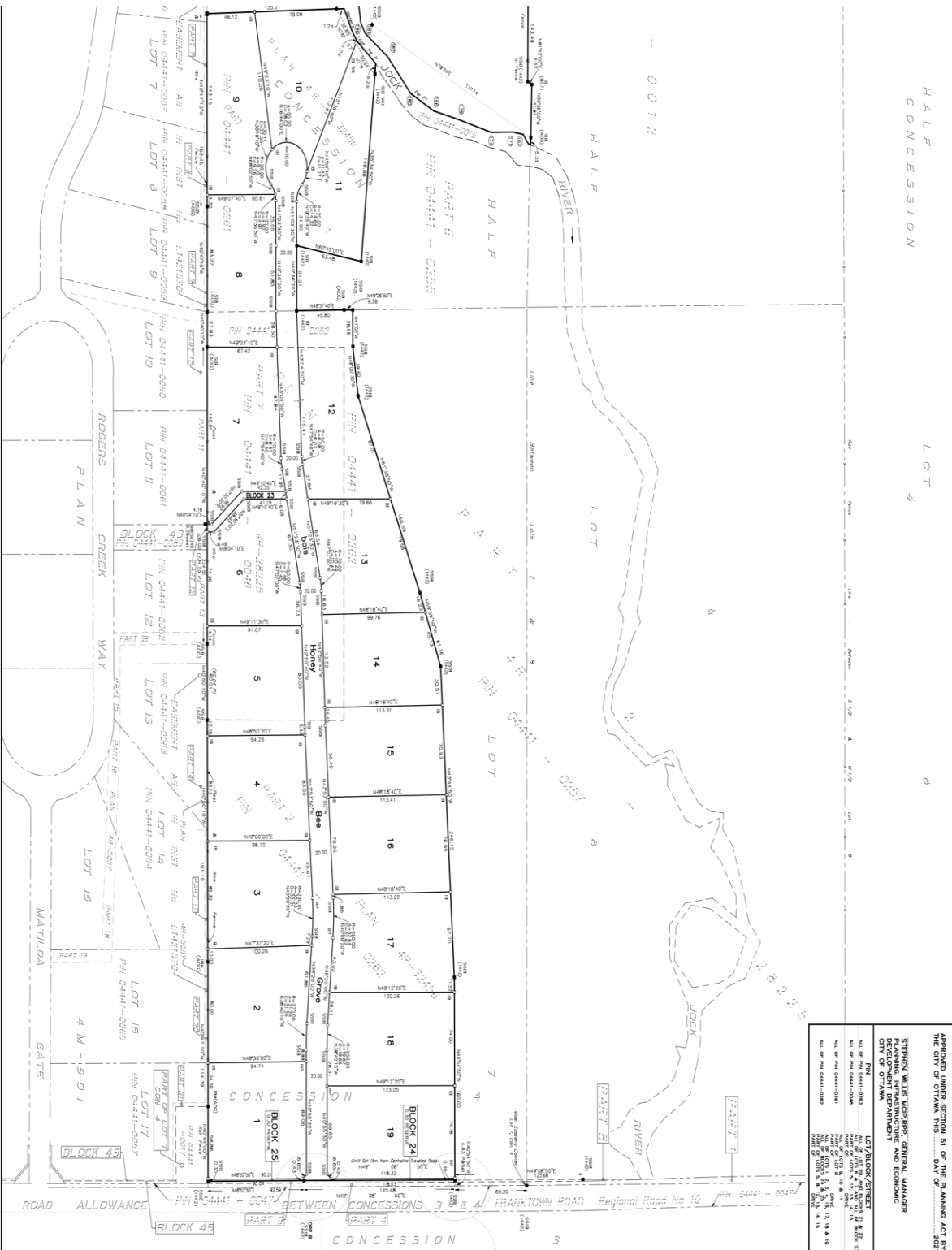
TERMS AND CONDITIONS:

1. This Agreement is conditional for the benefit of the Purchaser:

- a. for a period of five (5) business days from the date of acceptance hereof upon the Purchaser's solicitor reviewing and approving this Agreement; and

In the event that the Purchaser or the Purchaser's lawyer notifies the Vendor within the respective period that the said condition has not been satisfied, then this Agreement shall be considered null and void and the Deposit shall be returned in full, without interest or penalty. In the event that the Purchaser or the Purchaser's lawyer does not so notify the Vendor within the said time periods, then the Purchaser shall be deemed to have satisfied or waived the said conditions.

SCHEDULE “A1”



SCHEDULE “A2”



2024-01-12

Re: 9202014252RES- Heron Lake Estates II (19 Units)

Dear Sir:

We are writing to advise you of our servicing requirements for the proposed -lot subdivision noted above.

We ask that you provide a copy of this letter to all prospective purchasers, so they are aware of the additional cost to service the property they are purchasing.

This is a rural residential development. The location of the house, driveway and service entrance on each lot has not been determined. Therefore, we must split the cost of servicing the development as follows:

- Hydro Ottawa will install the padmounted transformers, all primary underground cables and all secondary underground cables from the transformers to the lot lines as outlined on our drawing . All of this work will be at the developers cost. Our offer to connect letter will follow.
- All secondary services from the property line to the meter base will be supplied and installed by Hydro Ottawa as per our specifications (there will be specific requirements for trench location, duct installation and cable size). All of this work will be at the homeowner/builder cost. Service cost will vary depending on the size of service requested and the size and length of cable required.

We ask that the prospective homeowners/builders to use our online service request form to arrange for one of our staff to complete a service layout and costing for each individual service.
<https://hydroottawa.com/en/accounts-services/services/electrical-service-requests>.

It is imperative that we are contacted prior to beginning any work on site to ensure the proposed service entrance is compatible with the distribution design and undue costs are not added to the service connection cost.

Underground secondary services shall be installed as per Hydro Ottawa drawings UDS0003 and ECS0002 (available on our website at www.hydroottawa.com). Service trenches shall be installed on private property parallel to and offset 0.5 meters from side lot lines until perpendicular to the meter base then straight between points.

Regards,

Michael St. Germain, C.E.T.

System Designer

michaelst.germain@hydroottawa.com

Cell.: 613.220-5907



Hydro Ottawa Limited / Hydro Ottawa limitée

2711 Hunt Club Road, PO Box 8700/chemin Hunt Club, C.P. 8700

Ottawa, Ontario K1G 3S4

hydroottawa.com

SCHEDULE "B"

1. The Purchaser is to be allowed ten (10) days from the day the Purchaser receives written notice of registration of the Plan of Subdivision or until the day prior to the date of closing, whichever date shall first occur, to examine the title at their own expense. If within that time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor and the Vendor and their Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.
2. The Vendor shall provide, at its expense, a description of the real property in a form acceptable to the Land Registrar for registration.
3. Provided the title is good and free from all encumbrances, except as aforesaid, and except as to any registered right of way or other registered easements, registered restrictions or covenants that run with the land, provided such are complied with, and except as to any registered subdivision agreements with the City of Ottawa, or any registered agreements with respect to the distribution of utilities within the subdivision, including the distribution of cable T.V. services, or with respect to drainage rights and the restrictions set out in Schedule "C", the Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in possession of the Vendor.
4. The Vendor warrants that the Vendor and all Transferors who will make conveyance herein are and will be on the day of closing, residents of Canada and the Vendor shall supply adequate evidence thereof at or before closing or, in the alternative, evidence that the provisions of the Canadian Income Tax Act regarding payment to non-residents shall be complied with at or before closing and the Purchaser agrees that if they are a non-resident of Canada at the time of the completion of the within Agreement of Purchase and Sale that they will pay such tax as may be levied and imposed from time to time under The Land Transfer Tax Act (Ontario) applicable to non-resident purchasers.
5. Provided that this Agreement shall be effective to create an interest only if the provisions of The Planning Act, R. S. O. 1990, as amended from time to time, are complied with by the Vendor on or before completion
6. The Purchaser hereby acknowledges that the residences to be erected on the lands included in the Subdivision are intended by the Vendor and the Purchaser to conform and to continue to conform to the highest standard of design, integrity, quality of workmanship and maintenance, and the Purchaser and the Vendor hereby covenant and agree for themselves, their heirs, executors, administrators and assigns, to abide by the **Restrictive Covenants and Conditions set forth in Schedule "C, D, E"** attached hereto and forming part of this Agreement, and the Purchaser agrees to execute any and all documents requested by the Vendor, its successors and assigns to ensure the continuation and preservation of the restrictive covenants and conditions herein. The covenants and restrictions set out in Schedule "C" are, to the best of the Vendor's knowledge, the covenants and restrictions that shall apply after the Plan is registered and the Subdivision Agreement with the City finalized. The Vendor shall notify the Purchaser in

writing of the final form of all covenants and restrictions should any amendment, addition or variation in the covenants and restrictions set out herein substantially affect the market value of the Lot, or the Purchaser's development plan, and in such event the Purchaser shall be entitled to terminate this agreement and all deposit monies shall be refunded.

7. The Purchaser acknowledges and agrees that all restrictive covenants and restrictions in their final form shall be covenants running with the land described herein for the benefit of the lands within the Plan of Subdivision of which the described lands form a part, and regardless of the form of expression (positive or negative) shall be considered restrictive covenants enforceable by the Vendor against the Purchaser and their successors in title. In Schedule "C", the Purchaser is identified as "Transferee and Owner" and the Vendor as "Transferor".
8. The parties further agree that it is their joint intention that all of the dwellings to be constructed within the Subdivision should meet consistent aesthetic and design standards. The Purchaser covenants and agrees that the Vendor, its successors and assigns, or their duly authorized agents, shall exercise control of the design, exterior finishes, and siting of the dwelling to be erected on the lot and the staging of its construction. The parties agree that unless and until the Vendor has approved in writing of the design and layout of the Purchaser's dwelling, the Purchaser shall not apply for a building permit or commence construction. The Purchaser further covenants to proceed with construction in accordance with the specifications and terms as approved by the Vendor. The Purchaser, their builder, designer or architect or duly authorized representative, may submit working drawings, plans, specifications, or any other material, prior to final completion, from time to time, in order to obtain the Vendor's approval of the design and construction. All such material shall be submitted c/o 100017283 Ontario Inc., 1443 Duchess Cres Manotick, Ontario, K4M 1K2, or such other address designated in writing by the Vendor. The Purchaser acknowledges the material, design, and other building requirements contained in Schedule "C" attached. The Vendor's interpretation and application of the restrictions shall be, when reasonably applied, final and determinative.
9. The Purchaser covenants and agrees with the Vendor to execute any usual or reasonable grant or grants of easement(s) over the land herein which may be required or deemed advisable or necessary by the Vendor and/or any other authority for utility or drainage purposes or any other reasonable purpose related to the proper development of the subdivision.
10. The Purchaser shall grant to the Vendor an easement over the subject land to allow the Vendor to complete all construction and servicing work required of it under the Subdivision Agreement or any Development Agreement with the City of Ottawa. Any such easement shall expire upon completion of the works and services required of the Vendor by such Agreement.
11. Unearned taxes and other normal and usual adjustments will be apportioned and allowed to the closing date, or the closing date as extended, under this Agreement. The parties hereto agree that the Vendor's estimate of the taxes attributable to the lot which is the subject of this Agreement shall be used for adjustment purposes and the parties shall exchange mutual undertakings to re-adjust when the actual taxes for the subject lot become known.

12. As of closing, the Purchaser shall be responsible for payment of all applicable development fees of whatever nature relating to the subject lot, whenever levied by the City of Ottawa, School Board, or any other authority. By this provision, the Vendor advises the Purchaser to satisfy himself with respect to current charges and potential increases.
13. The Vendor acknowledges and agrees that it shall pay any applicable Area Specific Development Charge, the cost of such charge being based on the applicable rates in accordance with the relevant City of Ottawa Bylaw.
14. It shall be a condition of this Agreement that all the lands contained in the Subdivision of which the subject lot is a part, shall be zoned for the erection of single-family dwellings on each and every lot as at the date of closing.
15. This offer and the purchase price includes all services, installations and facilities required by the City of Ottawa or by any other governmental or otherbody, which the Vendor covenants are to be installed in accordance with the requirements of the municipality or other such authority. Hydro, telephone and related services are to be installed underground in the road allowance. The Purchaser agrees and acknowledges, however, the following:
 - a. Wells for the provision of water for the subject lots shall be installed at the Purchaser's expense and shall be constructed in accordance with the specifications set out and required by the Ministry of the Environment. In any case, the City of Ottawa will require a certificate of compliance with all well requirements from the well driller and the owner. All wells must be constructed in compliance with the technical requirements and certification procedures contained in the Schedules to this Agreement. The Purchaser is advised that newly developed wells will encounter turbidity.

High levels of turbidity, which may be naturally occurring or due to poor well construction, may interfere with water treatment, resulting in inefficient bacterial control. Therefore, the wells must be properly developed before connection to the plumbing system. The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Purchaser is advised to regularly test the water supply for bacteria, nitrates, fluorides and other parameters to avoid any health issues. Any exceedances shall be immediately reported to the City of Ottawa Medical Officer of Health for further evaluation and direction. The Purchaser shall follow a well management program to minimize the potential for contamination of the water supply. The guides entitled *"How Well is Your Well"* and *"Water Well Best Management Practices"* (available from the Land Owners Resource Centre and the City of Ottawa) shall be consulted in this regard. The Purchaser is advised that some wells may yield water with elevated aesthetic parameters (hardness, iron, manganese, total dissolved solids and sodium). Treatment systems may be required to address these aesthetic water quality parameters. If hardness levels are to be treated by sodium-based water softeners, a separate tap which bypasses the softener should be provided to supply water for human consumption. This alternative

water supply will be particularly important for persons on sodium-restricted diets. **The Purchaser shall in all respects abide by and be bound by the Vendor's Well Drilling Compliance and Inspection Program set out in Schedule "D" attached and forming part of this Agreement.**

- b. The Purchaser, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Purchaser is advised to test their well on a regular basis for bacteriological parameters, as per current direction from Ottawa Health. The Purchaser is further advised that groundwater, from the intended water supply aquifer depth, may require treatment for high levels of hardness and iron and that water quality may differ and has not been tested above or below the recommended water supply aquifer depth. The Purchaser is further advised that naturally occurring sodium levels were found slightly above 20 mg/L, the level where physicians may be consulted for persons on sodium restricted diets; and that conventional water softener treatment of the aforementioned parameters will increase sodium levels”
 - c. Preparation of the lot for an installation of a Septic System conforming with all governmental requirements shall be at the Purchaser's expense. The Purchaser acknowledges that the lot shall be made suitable for installation of sewage systems prior to, or at the building permit stage, to the satisfaction of the Ministry of the Environment. All septic tank and tile field installations shall conform to requirements of the Terrain Analysis and Hydrogeological Report referred to in the Schedules to this Agreement of Purchase and Sale. The Purchaser is advised that a site-specific investigation will be required on each lot to determine septic system design requirements in accordance with Part 8 - Sewage Systems of the Ontario Building Code. The Purchaser is advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled "Septic System Do's and Don'ts" and "Septic Smart” are useful resources and can be obtained from the Ottawa Septic System Office.
 - d. The Purchaser shall be required to install and maintain an entrance post light controlled by an automatic photocell. Such installation shall be at the Purchaser's expense.
 - e. Purchasers are advised that they must maintain all fences in good repair, including those as constructed by 1000017283 Ontario Inc. along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
 - f. All costs of connection to underground services from the road to the house shall be paid by the Purchaser.
16. Purchasers are advised that lots within this plan of subdivision are located near agricultural operations, as such, agricultural activities such as noise and odours from associated agricultural activities may be offensive and a concern to some.

17. The Purchaser shall be required to install a culvert at the entranceway to the subject lot which shall be at the Purchaser's expense, including any permit the City of Ottawa may require, and shall in every respect comply with the requirements of the City of Ottawa. In addition, the Purchaser agrees to consult with the Vendor with respect to the size and installed elevation of the culvert. **The Vendor's representative shall be notified of the date and time of installation of the culvert at 100017283 Ontario Inc., 1443 Duchess Cres, Manotick, Ontario, K4M 1K2.** The ditch and culvert system shall be maintained by the Purchaser, including the clearing of any blockage, until the system is formally accepted by the City. Once the ditch and culvert system have been formally accepted by the City, the City shall undertake such maintenance of the said system both within and outside the subdivision where there is a portion of the said ditch and culvert system outside the subdivision, as the City shall deem necessary. The Purchaser or Purchasers of the lots described in Schedule "A" of the Subdivision Agreement from time to time shall reimburse the City for the cost of such maintenance in proportion to the number of lots owned by each Purchaser in relation to the total number of lots described in Schedule "A" of the Subdivision Agreement. If any Purchaser fails to reimburse the City for their proportionate share of such maintenance costs, the City, in addition to any other remedies, may recover the sum to be reimbursed in like manner as municipal taxes pursuant to The Municipal Act.
18. On closing, the Purchaser shall pay, in addition to the purchase price, a security deposit in the amount of \$5,000.00. The deposit shall be held by the Vendor pending completion of construction and landscaping on the purchased lot, and released to the Purchaser within thirty (30) days of the Purchaser's notification to the Vendor that all work is substantially complete, on the condition that the Purchaser has:
- a. completed construction in accordance with approved plans and materials;
 - b. graded the lot, and roadside ditch, and installed a culvert as required by the City permit.
 - c. installed an approved well in accordance with the terms of this Agreement;
 - d. ensured that the roadway, drainage ditches, buried storm drainage infrastructure, easements and other lands in the subdivision are undamaged and free of any and all excavated or waste material, building or other materials deposited by the Purchaser or any of the Purchaser's contractors;
 - e. ensured that the sump pump or other water discharge is routed inside the culvert or routed to a location approved by the City of Ottawa;
 - f. completed installation of an entrance light controlled by a photo electric cell and a hard surface driveway;
 - g. installed grade stakes as may be required by the City of Ottawa to approve final grading at rough and/or final grade, the cost of which shall be the responsibility of the Purchaser;
 - h. delivered "as built" grading plans to the satisfaction of the City of Ottawa, the cost of which shall be the responsibility of the Purchaser.
 - i. completed all incidental work for which the Purchaser is responsible under Building Permit, Site Plan Agreement, or Subdivision Agreement conditions and requirements;

The Purchaser shall remain responsible to the Vendor to ensure that all work is completed to qualify for the release of the security deposit monies, notwithstanding that the Purchaser may have transferred responsibility for the work to a third party or parties. The Purchaser shall be responsible to the Vendor to provide evidence of completion at the Purchaser's cost, and the Vendor shall not be obligated to contact or inquire with third parties. The Purchaser agrees to include an express provision in any contract for resale of the Lot which obligates subsequent owners to complete all work as is described in this agreement, and further obligates the subsequent purchaser to, likewise, include such a provision on further resale. The Vendor agrees to release security deposit monies to subsequent owners if so directed by the Purchaser, in writing.

Purchasers are advised that they must respect the 30 metre "No Touch/No Development" setback of the Jock River save and except for maintenance of the existing golf course on Block 21 and the 15 metre "No Touch/No Development" setback of the Dowdall Municipal Drain identified as a Part on a registered R-Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.

19. The Purchaser acknowledges that the entire subdivision is subject to an approved Drainage Plan. The Purchaser covenants and agrees that, if necessary, the Vendor may make a depression along any lot line in order to ensure adequate drainage, the location and the depth of such depression to be at the sole discretion of the Vendor who undertakes that such depression will be in accordance with good engineering practice. The Purchaser covenants and agrees that in addition to the restrictive covenants contained in Schedule "D" to this Agreement, they will not disrupt the flow of surface water in such depression, and should it become necessary in order to ensure proper drainage, the Purchaser will allow the Vendor access to the lands at any reasonable time to perform work to ensure such drainage. Provided however, that the provisions of this paragraph do not constitute any obligation or undertaking on the part of the Vendor to maintain drainage channels on behalf of the Purchaser
20. The Purchaser acknowledges being advised that school accommodation problems exist in the Ottawa-Carleton District School Board (or any successor Board) facilities designated to serve this development and that at the present time, this problem is being addressed by the utilization of portable classrooms until such time as additional pupil places can be made available.
21. The Purchaser agrees to satisfy themselves as to compliance with any development agreements between the Vendor and the City of Ottawa. The Vendor shall not be obligated on closing to obtain releases of such development agreements provided that the Vendor has properly lodged the security required under those development agreements by the Municipal authorities.
22. The Purchaser shall not assign this Agreement or any part or parts thereof without the written consent of the Vendor, which consent may be arbitrarily withheld. It is further understood and agreed that unless the Vendor previously consented to an assignment of this Agreement or any part thereof by the Purchaser, the Vendor shall not be required to comply with the directions delivered to it on the completion of the transaction directing it to convey the lands to any other party other than the Purchaser.

23. All covenants and obligations contained in this Agreement to be performed and observed by the Purchaser shall survive closing of this transaction and shall in no way merge on the closing.
24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the real property or supported hereby, other than as expressed herein in writing. Any additional terms set out in Schedule "D" are part of this Agreement.
25. This offer and its acceptance shall be read with all changes of gender or number required by the context.
26. The Transfer shall be prepared by the solicitor for the Vendor and registered at the expense of the Purchaser. The Purchaser shall pay to the Vendor's solicitor a fee of two hundred and fifty (\$250.00) dollars plus HST for the preparation of the Transfer.
27. If applicable, the mortgage to be given back to the Purchaser by the Vendor, if any, shall be prepared at the cost of the Purchaser by the Vendor's solicitor and the Purchaser shall pay for the registration thereof and for any Execution Certificates.
28. The Purchase Price is exclusive of HST. In addition to the Purchase Price, the Purchaser shall, as at the Closing Date, be responsible for all HST and any and all other sales tax payable in relation to the Purchase Price, or any other taxes or impositions of any nature or kind, whatsoever charged or imposed with respect to the Purchase Price or this transaction. If required by the Excise Tax Act (Canada) (hereinafter 'the ETA') the Purchaser shall, on the closing date as a condition of closing remit to the vendor HST payable by the Purchaser in respect of the purchase of the property pursuant to the ETA, provided that if the Purchaser provides the Vendor on or before closing, confirmation that the Purchaser is a registrant under the ETA, including the Purchaser's registration number, together with an undertaking and indemnity in a form provided by or acceptable to the Vendor's Solicitor to the effect that the Purchaser shall remit any HST payable and indemnify the Vendor with respect to any HST so payable, the Purchaser shall not be required to remit HST to the Vendor on closing.
29. Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 1.4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and money, and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
30. The Purchaser acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of pool installation on any individual lot. The Purchaser must obtain

approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.

31. In recognition that the main streams running across the lands, Jock River and Dowdall Municipal Drain, are fish habitat, prior to registration of the plan of subdivision, the General Manager, Planning, Infrastructure and Economic Development Department shall be satisfied that: •Wording has been included in the subdivision agreement and in all agreements of purchase and sale for Lots 7, 8, 10, 11,12, Block 21:informing the Owners that the purpose of the setback is to protect fish habitat and that the natural vegetation within the setback be retained; informing the Owners that any proposed works on or adjacent to the Jock River and Dowdall Municipal Drain will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization; and informing Owners that any proposed alteration (such as a driveway crossing) must be reviewed in detail by the Rideau Valley Conservation Authority and may require authorization pursuant to the provisions of the Federal Fisheries Act.
32. The Purchaser, for themselves, their heirs, executors, administrators, successors and assigns, covenants, and agrees that, for any supplemental dwelling unit or earth energy system development application, additional scoped hydrogeological investigation and reporting shall be completed to the satisfaction of a City of Ottawa hydrogeologist. This requirement is in addition to Ontario Building Code and other provincial approvals for some earth energy systems.
33. The Purchaser is advised that mail will be delivered via Community Mailbox. The Vendor agrees to advise the Purchaser of the location of all Community Mailboxes within the development, and to further advise affected Purchasers of any established easements granted to Canada Post to permit access to the Community Mailbox.
34. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement ('DRA') which is recommended from time to time by the Law Society of Ontario. If requested in writing by the lawyer for the Vendor, the lawyer for the Purchaser shall execute a DRA andthe exchange of the Requisite Deliveries will occur only in accordance with the signed DRA.
35. Any tender of documents or monies hereunder may be made upon the solicitor acting for the party on whom tender is required and it shall be sufficient that a negotiable certified cheque may be tendered in lieu of cash or currency.
36. The Purchaser covenants and agrees with the Vendor not to register this Agreement or Notice of this Agreement on title to the subject lands.
37. Certain provisions in this agreement, including Schedules "C", "D" and "E" refer to Ministries, Offices, Departments, managers, or authorized persons tasked with regulating and/or approving activities to be undertaken by the Purchaser, and regulations/legislation, guidelines, notices and publications relating to such activities. All such references shall include any successor or renamed organization, authority or position which maintains or assumes the like role and any successor, amended, revised or current regulation, legislation, by-law, rule, publication, notice or guideline

which relates to such activities and this agreement, and its schedules shall be interpreted accordingly.

- 35 The Purchaser acknowledges that a Hydro One connection deposit is required by the Vendor at the time of closing in the amount of \$7,500.00. This connection deposit will be refunded in full once the Purchaser provides confirmation that the lot has been serviced with hydro electric power and the meter installed to the satisfaction of the Vendor on or before May 01, 2028. If the lot has not been serviced with electric power by Hydro One prior to the May 01, 2028. deadline this deposit will be forfeited by the Purchaser.

SCHEDULE “C”

MUNICIPAL COVENANTS

1. The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, the General Manager, Planning, Development and Building Services may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the General Manager, Planning, Development and Building Services may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, in like manner as municipal taxes pursuant to Section 446, of the *Municipal Act, 2001*.
2. The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,
 - (a) a building permit has been issued;
 - (b) all requirements with respect to road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
 - (c) the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road network; and
 - (d) the whole of such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning, Development and Building Services has been completed and approved.
3. The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services.
4. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the General Manager, Planning, Development and Building Services. Furthermore, the Transferee shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the City of Ottawa or the City of Ottawa may complete the Works at the Transferee's expense. Furthermore, the Transferee agrees that the City of Ottawa may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the City of Ottawa in performing any restoration work shall be paid to the City of Ottawa by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the City of Ottawa and failing payment as aforesaid the cost

shall be added to the tax roll as provided by Section 446 of the *Municipal Act, 2001* and collected in like manner as municipal taxes.

5. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning, Development and Building Services within the lands to which this Transfer/Deed applies nor adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.
6. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that the City does not guarantee the quality or quantity of groundwater. If, at some future date, the quality or the quantity of groundwater becomes deficient, the City bears no responsibility, financial or otherwise, to provide. solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (for example - nitrate and chloride); advice on well maintenance can be found in the How Well is Your Well Guide and Water Wells Best Management Practices Guide, both of which can be obtained from the City or the Rideau Valley Conservation Landowner Resource Office.
7. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario, shall be provided to the City.
8. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that all wells are to be drilled wells with casings set into bedrock and the entire annular space filled with grout. Dug wells and sand points shall not be permitted.
9. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.
10. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City of Ottawa's Zoning By-laws(s).

11. **Fences**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that they shall maintain all fences in good repair, including those as constructed by 1995829 Ontario Inc. and 1000017283 Ontario Inc. along the boundary of this land, including replacement, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

12. **Swimming Pools / Grading Alterations / Pools**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that some of the rear yards within this Subdivision are used for stormwater drainage and conveyance of infrequent storm events. Pool installations on some of the lots may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of pool installation of any individual lot. The Owner further acknowledges to obtain approval of the General Manager, Planning, Development and Building Services of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any lot within this Subdivision. It is further acknowledged and agreed that a pool may not be permitted on all lots.

13. **Well Construction and Maintenance**

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrains Analysis Report, and that certification by a Professional Engineer or Professional Geoscientist will be provided to the Rideau Valley Conservation Authority in this regard.

The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that all water supply well construction shall be in accordance with the site-specific recommendations prescribed in the accepted hydrogeological report entitled 'Terrain Analysis and Hydrogeological Investigation Proposed Riverbend Residential Subdivision' (BluMetric Environmental Inc., June 2017) whereby all new water supply wells:

- a) shall meet all setback requirements from property boundaries, septic systems, structures, surface water bodies, and the flood plain, as per Figure 9 of the accepted hydrogeological report
- b) shall "remain accessible for well drilling equipment to permit for future well maintenance/repairs";
- c) shall be completed to a maximum depth of 27 metres below ground surface" to ensure the best available water quality;
- d) are likely to require permanent 'Flowing Well Packers' to control 'artesian' well conditions; and
- e) must be constructed and maintained indefinitely to current regulatory standards, as per Ontario's Wells Regulation (*Ontario Water Resources Act*). The Transferee is further advised to consult provincial advice about mandatory well maintenance and flowing well requirements as per Ontario's reference entitled "Water Supply Wells: Requirements and Best Practices";

and that hydraulic fracturing was not required to obtain requisite well yields for this Subdivision.

14. **Water Quality**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Transferee is advised to test their well on a regular basis for bacteriological parameters, as per current direction from Ottawa Health. The Transferee is further advised that groundwater, from the intended water supply aquifer depth, may require treatment for high levels of hardness and iron and that water quality may differ and has not been tested above or below the recommended water supply aquifer depth. The Transferee is further advised that naturally occurring sodium levels were found slightly above 20 mg/L, the level where physicians may be consulted for persons on sodium restricted diets; and that conventional water softener treatment of the aforementioned parameters will increase sodium levels.

15. **Supplemental Dwelling Unit or Earth Energy System**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that, for any supplemental dwelling unit or earth energy system development application, additional scoped hydrogeological investigation and reporting shall be completed to the satisfaction of a City of Ottawa hydrogeologist. This requirement is in addition to Ontario Building Code and other provincial approvals for some earth energy systems.

16. **No Touch/No Development**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that they must respect the 30 metre “No Touch/No Development” setback of the Jock River, save and except for maintenance of the existing golf course on Block 21, being Parts 17 and 18 on the approved Reference Plan and the 15 metre “No Touch/No Development” setback of the Dowdall Municipal Drain established from the top of the bank, being Parts 11, 12 and 21 on the approved Reference Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

17. **Agricultural Activities – All Lots and Blocks**

The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that the Lots and Blocks within this Plan of Subdivision are located near agricultural operations, as such, agricultural activities such as noise and odours from associated agricultural activities may be offensive and a concern to some.

The City is not responsible if, regardless of the implementations of noise and odour control measures, the purchaser or occupant of the dwellings finds the noise and odour levels from associated agricultural activities offensive and a concern.

18. Fish Habitat – Lots 7, 8, 10, 11, 12 and Block 21

The Transferee of Lots 7, 8, 10, 11, 12 and Block 21 for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the setback is to protect fish habitat and that the natural vegetation within the setback shall be retained. Any proposed Works on or adjacent to the Jock River and Dowdall Municipal Drain will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization. Any proposed alteration (such as a driveway crossing) must be reviewed in detail by Rideau Valley Conservation Authority and may require authorization pursuant to provisions of the Federal Fisheries Act.

19. Regularly Inspect Septic System

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled “Septic System Do’s and Don’ts” and “Septic Smart Guide” should be consulted in this regard. The guides are available from the Ottawa Septic System Office.

20. Consultation with Water Treatment Expert

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the wells may encounter taste and odour problems. The Transferee further acknowledges being advised to consult with a water treatment expert to take the appropriate steps to deal with this parameter.

21. Regular Water Quality Analysis

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards (ODWS) for Nitrate is < 10 mg/l, for Fluoride is 1.5 mg/l and no significant evidence of bacterial activity.

22. Raw Water Quality of Wells

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the raw water quality of the wells may experience aesthetic exceedances above the provincial guidelines for iron, turbidity, total dissolved solids, and hardness.

23. Use of a Water Softener

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the wells may experience elevated levels of hardness. The Transferee further acknowledges being advised that should a water softener be used, a separate faucet which bypasses the water softener is suggested for drinking water purposes.

24. Turbidity Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the turbidity levels may exceed the health standard of 1 NTU which may severely reduce the disinfection ability of a treatment system. The Transferee further acknowledges being advised to consult with a water treatment expert to take the appropriate steps to deal with this parameter.

25. Ground Water Extraction Operations

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that groundwater extraction operations (groundwater source open loop heat pumps etc.) are not permitted unless a detailed assessment of the demand on the water supply aquifer and impacts is completed by a Professional Engineer or a Professional Geoscientist currently licensed in the Province of Ontario to the satisfaction of the City of Ottawa.

26. Sump Pumps

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that sump pumps shall outlet to the surface at the roadside ditch in front of the home and shall not be connected to the perforated pipe drainage system.

27. Well Elevations

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that wells must be cased to a minimum depth of 6 metres and that wells shall be drilled to a depth less than 27 metres in accordance with hydrogeological report entitled 'Terrain Analysis and Hydrogeological Investigation Proposed Riverbend Residential Subdivision' prepared by BluMetric Environmental Inc., dated June 2017.

28. Nitrate Dilution Analysis

The Transferee for himself, his heirs, executors, administers, successors and assigns acknowledges being advised that that an updated nitrate dilution analysis is required for any change in the number of lots, lot sizes, or the impervious area of the lots.

29. Septic Leaching Beds/Water Wells

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and acknowledges being advised that the proposed lots will be serviced by individual Class IV septic sewage disposal systems designed according to Part 8 of the Ontario Building Code. Where necessary, as determined by the City's General Manager, Planning, Development and Building Services and the Rideau Valley Conservation Authority, the leaching beds will be fully raised due to the presence of silty clay (i.e. low permeability) soils over most of the site. The design of septic leaching beds should be carried out on a lot-by-lot basis, with test holes excavated to confirm the actual subsurface conditions on the area of the proposed leaching beds.

The Transferee further acknowledges being advised that the water wells that are drilled within the proposed subdivision shall be constructed in accordance with Ministry of the Environment, Conservation and Parks regulations. Steel casings should be set at least 1.5 meters into the bedrock. The entire annular space between the casing and the overburden and bedrock should be filled with suitable cement or bentonite grout.

30. **Design and Construction of Future Sewage Disposal Systems**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that it is recommended that all future sewage disposal systems should be designed and constructed as per the requirements of the Ontario Building Code. Several of the sewage systems will require raised beds due to shallow water and/or shallow bedrock. Newer technologies can be used to minimize size requirements.

31. **Water Assessment**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the water quantity assessment does not account for the cumulative impact stemming from the use of heat pumps/geothermal wells. As a result, heat pumps cannot be installed without requesting the appropriate approvals.

32. **Construction of Wells and Septic Beds**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the Grading and Servicing Plans identify the locations of wells and septic beds for each individual lot and the Owner further acknowledges that construction of these services must be in accordance with this plan.

33. **Construction of Footings**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.

34. **Septic Management Program**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled “Septic System Do’s and Don’ts” and “Septic Smart Guide” should be consulted in this regard. The guides are available from the Ottawa Septic System Office.

35. **Home Water Treatment Systems**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufacturer’s recommendation to ensure proper operation of the systems.

36. Regularly Inspect Septic System

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees to regularly (yearly, or more) inspect the on-site wastewater system and to follow a wastewater management program to minimize the risk of the potential for contamination of groundwater by operation of the septic system. The guides entitled “Septic System Do’s and Don’ts” and “Septic Smart Guide” should be consulted in this regard. The guides are available from the Landowner Resource Centre and the City of Ottawa.

37. Best Management Practices Regarding Septic System

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that best management practices such as regular pumping of the septic system, cursory inspection of break-out and consideration as to what materials are being discharged to the septic are recommended.

38. Testing for Private Water Supply Well

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that for any private water supply well, it is recommended that testing for bacteriological parameters be carried out every six months.

39. Well Management Program

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised to follow a well management program to minimize the potential for contamination of the groundwater supply. Advice on well maintenance can be found in the “How Well is Your Well Guide” and “Water Wells Best Management Practices Guide”, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office”.

40. Water Hardness and Iron Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that the water does not meet the aesthetic objectives for hardness and iron. The expected hardness of the water at future wells is in the range of about 270 to 370 mg/l as CaCO₃. The expected iron levels in the water are between 0.3 to 0.7 mg/l. For most wells, water softeners are indicated to be adequate to lower hardness and iron to acceptable levels.

41. Iron and Turbidity Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that some wells may encounter elevated turbidity, especially where iron is elevated. It is possible that total dissolved solids may also exceed the aesthetic objectives at some wells. It is considered that iron filters and water softeners are adequate to ensure that iron, manganese and turbidity levels are within the aesthetic objectives of the Ontario Drinking Water Standards, Objectives and Guidelines.

42. Sodium Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that the level of sodium is above 20 milligrams per litre at all of the test wells and accordingly may be of interest to persons on a sodium restricted diet. According to the Ministry of the Environment Conservation and Parks , the local Medical Office of Health should be notified where sodium levels are above 20 milligrams per litre in order that this information may be relayed to local physicians. The expected range of sodium at the future wells is expected to be about 20 to 35 mg/l. The sodium levels are well within the Ontario Drinking Water Quality Objective of 200 milligrams per litre.

43. Recommendation from City Medical Officer

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

44. Back-Up System

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges and agrees being advised that each home is equipped with a sump pump and back-up system. The Transferee further acknowledges that it is their responsibility to maintain the eaves trough discharge ensuring that the eavestrough discharge is directed at some distance from the foundation and away from the foundation will be the responsibility of the Transferee. The Transferee further acknowledges being advised to regularly inspect, maintain, and operate the sump pump system (including back up) in accordance with the manufacturers recommendations. The Vendor is not responsible for any damages resulting from the Transferee failing to properly operate, maintain, inspect or replace the sump pump and/or back-up system.

SCHEDULE "D"

RESTRICTED COVENANTS AND CONDITIONS **BINDING THE LANDS**

To the intent that the burden of the covenants hereinafter set out may run with and be binding upon the Real Property, the Transferor, as registered owner of all of the lands described in this Instrument, hereby covenants on its own behalf, and on behalf of all future Transferees, along with their respective heirs, executors, administrators, successors and assigns that the Transferee and the Transferee's successors in title from time to time of the Real Property will henceforth observe and comply with the stipulations, restrictions and provisions hereinafter set forth, and the Transferee will exact covenants, the same as those contained herein, from the Transferee in any conveyance of which the present Transferee may make of the Real Property or any part thereof, so that all persons hereinafter holding or claiming under the parties hereto or any of them shall be bound to observe the said stipulations, restrictions and provisions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall inure to and be for the mutual benefit of all persons so holding or claiming. This covenant is not to be held binding upon the Transferee or any other person except in respect of breaches committed or continued during their joint or sole ownership of the Real Property upon or in respect of which such breaches have been committed. The Transferee acknowledges that the Transferor has no obligation to enforce any of the provisions herein. The foregoing shall apply notwithstanding that a covenant is expressed as a negative or a positive obligation since the total intent is to restrict or prevent an owner from permitting a state of non-compliance with the stated covenants and restrictions.

SCHEDULE “E”

BUILDING RESTRICTIONS, NOTICES AND COVENANTS

1. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on their part, the Director, Infrastructure Services may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two (2) clear days after such notice, the General Manager, Planning and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus thirty (30%) percent of the cost for supervision and thirty (30%) percent of the cost for administration under the Municipal Act, 2001, S.O. 2001, c.25, *as amended*, in like manner as municipal taxes.
2. The Transferee shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until:
 - a. All roads in the Subdivision have been connected to a public street.
 - b. Access for firefighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the General Manager, Planning and Growth Management and Fire Chief.
 - c. The access route has been surfaced with concrete, asphalt, or granular "A" base capable of permitting accessibility under all climatic conditions, and it has a clear width of 6.0 metres at all times and is continuously maintained so as to be immediately ready for use by the Emergency and Protective Services Department vehicles or any other vehicles in the event of an emergency
 - d. The City has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure.
 - e. The Director, Infrastructure Services is satisfied that any Works required to be complete prior to occupancy of a building have progressed to a point where they can reasonably be expected to be completed prior to occupancy of the proposed building.
3. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that they will not request nor will the City be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and first lift of asphalt on which such land fronts have been carried out and have received Approval of the Director, Infrastructure Services; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall City road network and until the whole or such portion of the mass earth moving or general grading as

the Director, Infrastructure Services deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the General Manager, Planning and Growth Management, the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Director, Infrastructure Services on being satisfied that the aforementioned Works are being carried out and acceptance has been given to the aforementioned Works.

4. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees to direct roof leaders to pervious areas where sufficient areas are available. Grassed areas receiving roof run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services.
5. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that where a building has been constructed on any lot or block in the Subdivision, the Transferee or its agent shall not allow such building to be occupied until the municipal numbering is provided in a permanent location visible from the roadway and the installation of a street name sign on relevant streets have been completed to the satisfaction of the City.
6. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, without the written consent of the Director, Infrastructure Services, and further the purchaser will maintain any such alterations approved by the Director, Infrastructure Services.
7. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges and agrees to submit an as-built grading plan for each lot showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at edge of pavement and at garage, all lot corners, swale inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a civil engineer or Ontario Land Surveyor.
8. The City of Ottawa may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the City in performing any restoration work shall be paid to the City by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the City and, failing payment as aforesaid, the cost shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage.

9. The Transferee acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and /or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Transferee must obtain of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.
10. The Transferee for themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that they will not plant poplar, alder, aspen, willow, or elms which are subject to Dutch Elm disease or maple trees of the fast growing variety (I. E. Silver and Manitoba) or other species as may be determined by the General Manager, Planning and Growth Management within the lands to which this Agreement applies nor adjacent lands in its ownership.
11. The Transferee acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Director, Infrastructure Services.
12. The Transferee acknowledges that no driveway shall be located within 3.0 m of a fire hydrant and that no objects, including vegetation, shall be placed or planted within a 3.0 m corridor between a fire hydrant and the curb, nor a 1.5 m radius beside or behind a fire hydrant.
13. The Transferee acknowledges that school accommodation problems exist in

the Ottawa-Carleton District School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
14. The Transferee acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that all plans used for marketing purposes have indicated the proposed community mailbox location(s).
15. The Transferee of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that they have been supplied with and reviewed a plan showing the proposed locations, type, size, and dimensions within the boulevard of any sidewalk abutting the said lot or block. The Transferee further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City's approval process.

16. The Transferee of any lot or block acknowledges that they have been advised of:
 - a. an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.
 - b. the proposed location of the potential bus routes including temporary bus routes, possible bus shelters and pads and paved passenger standing areas at bus stops.
 - c. the proposed location for the community mailboxes within the Subdivision
 - d. the proposed grading and landscaping for the lot or block.
 - e. the proposed driveway location.
 - f. the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.
 - g. the approved zoning map for the Subdivision.
17. The Transferee further acknowledges that the information they have been advised of, as described in the above paragraph, is subject to change through the City's approval process.
18. The Transferee shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision, and furthermore, they shall neither remove nor permit to be removed, any fill, topsoil, trees, or shrubs from the said public lands, other than Roads, without the prior consent of the City.
19. The Transferee covenants and agrees, at all times, to maintain at their own expense their areas of land not yet completed, to the satisfaction of the City. Such maintenance shall include (but shall not be limited to) leveling and grading of such area to grades specified by the City, and the regular cutting of grass and eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon, all to the satisfaction of the Director, Infrastructure Services.
20. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.
21. The Transferee agrees to install, at his cost, a complete sump pump system including back-up system conforming to City of Ottawa guidelines and the cost of regular maintenance and operation in accordance with the sump pump manufacturer's recommendations. will be the ongoing responsibility of each homeowner.
22. The Transferee is advised that any dwelling unit fitted with a forced air system and fan ducts, etc., may be sized to accommodate the installation of a central air conditioning system. If the Transferee intends to install central air

conditioning, the unit must be located in a noise insensitive location as per Zoning By-Law of the City of Ottawa. All such installations shall meet the Ministry of the Environment noise criteria in publication NPC-216.

23. The Transferee acknowledges and agrees to adhere to the procedures of the "Contingency Plan for the Protection of Archaeological Resources in Urgent Situations" as approved by the Ministry of Citizenship, Culture and Recreation in the Archaeological Resource Potential Mapping Study of the City.
24. No person shall undertake any activity in, on or near water that may result in the harmful alteration, disruption or destruction of fish habitat.
25. Transferee for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" is permitted on vacant lots or on adjacent lands including snow, grass cuttings, and landscape waste.
26. The Transferee for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City's zoning by-law(s). All development will be set back 30 meters from the right-of-way of the Rail Corridor
27. The Transferee shall retain the services of the previously referred to geotechnical engineer to ensure that the recommendations of the report are fully implemented. The Transferee shall provide the General Manager, Planning and Growth Management with certificates of compliance issued by the geotechnical engineer with respect to each of the matters identified in the previous paragraph of these covenants.
28. The Transferee is advised that they must maintain all fences in good repair including those as constructed by the Transferor along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Transferee agrees to include this clause in any future Purchase and Sale Agreements.
29. The Transferee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that gates to access public property are not permitted in the fences.
30. The Transferee acknowledges receipt of sewage system envelope plan, and Detailed Tree Planting and Conservation Plan for this subdivision and agrees to abide by the requirements as they relate to the Transferee's specific lot.
31. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges and agrees to ensure that during site preparation and construction, no harmful destruction, disruption or alteration of habitat will occur within the "Nature Reserve", being Block 8089 and 8165 Franktown Rd in the City of Ottawa through proper execution of the Environmental Compliance Report by Susan Gordon of Novatech and approved by Aziz Ahmed Director and District Manager, MECP Ottawa.

32. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that site alteration, tree cutting or alteration of drainage shall not be carried out within the watercourse setbacks and without approval of the General Manager, Planning and Growth Management of the City of Ottawa and Rideau Valley Conservation Authority.
33. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised to have the wells on the Transferee's lot constructed in accordance with the recommendations contained in the hydrogeological report, with Ministry of the Environment Well Regulations (Ontario Regulation 903 as amended) and local by-laws. All wells must be constructed with a steel casing extended through the overburden material and set into sound bedrock. Casings and grout must extend at least 6 metres below the existing ground surface elevation, or in those cases where the depth to bedrock is more than 4.5 metres, the well casing shall be set a minimum of 1.5 metres into sound bedrock to minimize potential contamination problems. The entire annular space between the casing and the overburden/bedrock must be filled with suitable grout.
34. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that well construction and grouting shall be supervised by a certified professional and a well compliance certificate shall be provided to the Chief Building Official of the City of Ottawa prior to the issuance of the occupancy permit.
35. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that any existing wells or other monitors on the site (including test wells) that do not meet minimum Ministry of the Environment or the hydrogeological assessment specifications, shall be abandoned. Wells that will not be used for potable water supply or future monitoring, or are at risk of contamination, shall be abandoned. Abandonment of wells shall be in accordance with the Ontario Water Resources Act, R.R.O. 1990, Regulation 903, as amended. A certificate of compliance prepared by a qualified professional shall be provided to the City of Ottawa in this regard.
36. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that:
 - a. prior to usage for domestic water supply and before connection to house plumbing, wells will be properly developed, and well water will be disinfected and tested in accordance with best engineering practices for the full Subdivision package to demonstrate that the water meets the objectives as per the Ontario Safe Drinking Water Act (2003).
 - b. a regular water quality analysis for bacteria, septic indicators and other health-related parameters (fluorides, nitrates, etc.) in accordance with the Ontario Safe Drinking Water Act (2003) should be undertaken. Exceedances shall be reported to the local medical officer of health for further evaluation and necessary measures.

- c. water quality is not guaranteed over time and treatment/filtration may become necessary for controlling various bacterial and chemical elevations. Depending on the well, the water may be subject to elevated aesthetic parameters (tannin/lignin, hydrogen sulphide, hardness, iron, manganese, total dissolved solids, sodium, organic nitrogen, etc.). Incrustation, taste, odour and colour problems are expected. Therefore, well owners should be aware that treatment systems may become necessary to improve the water quality. Treating the water by softeners will further increase the sodium content. People on a sodium-restricted diet should use a separate water supply and should consult their physician for advice on the use of the well water.
 - d. water quantity is not guaranteed. Over time, the well's yields may change as a result of hydrogeological and anthropogenic factors. Well owners are advised to conserve water during extended dry periods.
 - e. in the event that the Transferee should choose to install a treatment system to ensure good water quality over the long term, or if such treatment should ever become necessary, the Transferee is advised that the wells must be properly developed to reduce turbidity. Elevated levels of turbidity (may be natural or due to poor well construction) in the well water may interfere with the effectiveness of some treatment systems. Even after the installation of treatment systems, water must be routinely analyzed to ensure treatment systems are working efficiently.
 - f. the Owner shall follow a well management program to minimize the potential for contamination of the groundwater from various pollutants. The guides *"How Well is Your Well"* and *"Water Well Best Management Practices"* should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre.
 - g. The sodium levels in well water may exceed 20 mg/l. The Medical Officer of Health of the City of Ottawa recommends that persons with cardiac problems such as hypertension, etc. should discuss this matter with their family physician prior to accepting an offer of purchase.
38. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges and agrees that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or
- the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner is advised to test their well on a regular basis for bacteriological and select chemical parameters (e.g. nitrate and chloride). Advice on well maintenance can be found in the *"How Well is your Well Guide"* and *"Water Wells Best Management Practices Guide"*, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office.

39. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised:
- a. that all septic systems shall be constructed in accordance with recommendations contained in the hydrogeological report and terrain analysis. A site specific investigation will be required on each lot to determine septic system design requirements in accordance with Part 8 -Sewage Systems of the Ontario Building Code.
 - b. to regularly inspect the septic system and to follow a septic management program to minimize the risk of system failure and impact to groundwater. The guides entitled "*Septic System Do and Don'ts*" and "*Septic Smart Guide*" should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre.
 - c. that the Ontario Building Code allows for the installation of selected treatment units capable of producing secondary and tertiary effluent quality. Treatment units may benefit the Transferee depending on site specific conditions, since the associated leaching bed area will be smaller. Treatment units also reduce nutrient and contaminant impact on the groundwater.
40. The Transferee acknowledges and agrees to site buildings and septic fields in such a manner as to minimize disruption to significant tree cover and vegetation. The Transferee acknowledges and agrees that every effort shall be made to maintain all possible existing trees notwithstanding construction on the subject lot. Wholesale cutting or clearing shall be prohibited except where approved by the City of Ottawa and the Transferor.
41. The Transferee acknowledges and agrees to grade, landscape and install erosion control measures on any portion of the proposed lots or adjacent lands in the possession of the Transferee which have been filled or where the natural vegetation has been disturbed which, in the opinion of the Director of Planning and Infrastructure Approvals, is creating a nuisance, hazard and/or eyesore.
42. The Transferee acknowledges and agrees that no structure shall be erected, altered, placed or permitted to remain on the subject lands, or any other lot except one single family detached dwelling with accessory buildings.
43. The Transferee acknowledges and agrees that no bungalows shall be constructed or maintained having less than **1800 sq. ft.** minimum finished areas, excluding attic, basement and garage areas. Two storey homes shall have a minimum of **2000 sq ft** minimum finished areas, excluding attic, basement and garage areas. All dwellings shall have, at a minimum, a two car attached garage. The dwelling, including garage, shall measure a minimum of **60 ft.** in width from outside wall surfaces, measured along the front of the dwelling on a line parallel with the street frontage.

44. The Transferee acknowledges and agrees that no commercial signs may be erected on the subject property. No commercial vehicles of whatever nature may be parked on the subject property except for temporary periods associated with work or services being performed or delivered to the property. For the purposes of this provision, school buses shall be deemed to be commercial vehicles. Advertising by any visual means is forbidden, except for the sale of the property concerned. The property shall not be used for the storage of any waste material, motor vehicles not in normal use, building material, soil or other aggregate material. Recreational vehicles and/or boats may be stored only in locations on the property which are concealed from the view of the public and adjoining land owners. The property shall not be used for consistent or lengthy periods for performing service, repair or other work on boats, vehicles or machinery in any manner causing visual or auditory annoyance to neighbouring land owners.
45. The Transferee acknowledges and agrees that no part of the land shall be used for dumping of rubbish, garbage or trash, building material, brush, discarded items and all such materials shall be removed or maintained and kept in sanitary containers at all times. Storage or stock piling of any goods or material is prohibited.
46. The Transferee acknowledges and agrees that no external television, radio or other antennae, or large satellite dishes shall be permitted on the subject property nor on the dwelling situated thereon. Any satellite dish shall be a maximum of 24" in diameter.
47. The Transferee acknowledges and agrees that notwithstanding the provisions of the City of Ottawa zoning by-law, the following finishes, structures and uses are subject to restrictions:
 - a. Brick or stone on the front elevation on the first floor to a minimum height of 4' of each building unless approved in writing by 100017283 Ontario Inc.
 - b. Siding and stucco will be permitted along with some wood accents as approved by 100017283 Ontario Inc.
 - c. exterior surfaces using other materials shall only be permitted, in the sole discretion of 100017283 Ontario Inc., in circumstances where the use of such alternate materials maintains the aesthetic and design standards prevailing in the subdivision, from the perspective of both the individual lot and impact on the streetscape. The Transferee shall deliver plans of all elevations showing the location and extent of exterior finishes as proposed, including a material sample board if required. The Transferee acknowledges that approval shall be based on the Vendor's judgement on the impact of the proposed design upon adjoining properties, the neighbourhood as a whole, and the streetscape. The Transferee accepts that there shall be an element of arbitrariness in the approval process. In the case of any disagreement between the parties on the proposed design or exterior finishes, the decision of 100017283 Ontario Inc. shall be final and binding upon the parties.

- d. carports are not allowed.
 - e. other buildings or structures accessory to the dwelling unit must be approved in writing by 100017283 Ontario Inc., and any other building or accessory structures shall at all times be subject to the same design criteria and requirements as to finishes set out above.
48. The Transferee acknowledges and agrees that use of the lands for purposes of growing crops, or produce, the keeping or raising of livestock or animals of any type, or for any other use generally accepted as an agricultural use shall be strictly prohibited notwithstanding the provisions of any municipal by-laws. Similarly, the operation of a Kennel or any animal husbandry facility shall be prohibited. Provided however that a garden plot of the nature of a generally accepted family or residential garden plot and the keeping of household pets shall be allowed. The determination of the nature of use shall be in the sole discretion of 100017283 Ontario Inc., provided that such determination is reasonably made. This restriction shall be applied and enforced with the specific intention of Transferor and Transferee that, notwithstanding the rural character and size of the subdivided lots, the permitted uses shall be consistent with permitted uses in a suburban residential subdivision
49. The Transferee shall, within one (1) year of issuance of a building permit for a dwelling unit, pave or hard surface the driveway, including the portion between the street and lot line, serving each dwelling unit located on any lot or block covered by this Agreement in accordance with the standards and specifications of the City.
50. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised to develop the lot in accordance with the direction provided on the building and sewage system envelope plan provided as part of the Agreement of Purchase and Sale. Vegetation removal shall be limited to only that which is necessary for the creation of the building and sewage system envelopes and, if necessary, the removal of unhealthy or unsafe trees elsewhere on the lot. General clearing of the lots is not permitted.
51. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges having been advised of the specific tree saving measures applicable to the Transferee's lot and the Transferee agrees to implement the measures applicable to the lot.
52. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges and agrees that it will not plant invasive non-native landscaping species such as Norway maple (*Acer platanoides*), Japanese or Amur maple (*Acer ginnala*), European mountain-ash (*Sorbus aucuparia*) or Tartarian honeysuckle (*Lonicera tatarica*).
53. The Transferee for themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that except in areas where additional security is required for reasons of health and safety or legal compliance (e.g. around swimming pools and/or dog runs), the use of property fencing will be minimized and that any such fencing will be designed to allow for the ready passage of wildlife.
54. Ground source heating and/or cooling systems and generally any system which requires bore holes to be completed in association with the installation of such system are prohibited.

55. These covenants shall apply to the lot being conveyed herein and runs with the land. The Transferee agrees that these covenants shall burden this lot and is to the benefit of the Transferor, its successors, heirs and assigns, including all Purchasers of the other lots in the subdivision, and the Transferee is hereby deemed to have signed the Application to register these covenants. If the Transferee breaches these covenants, they shall be responsible for all enforcement and rectification costs including, but not limited to, court costs on a full indemnity basis

SCHEDULE “F”

NOTICE TO PURCHASERS

1. The Purchaser acknowledges having been advised of all development charges related to the lot/block he or she is purchasing including development charges already paid and development charges that may be payable in the future,
2. The Purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the General Manager, Planning, Development and Building Services.
3. The Purchaser acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0 metre corridor between a fire hydrant and the curb, nor a 1.5 metre radius beside or behind a fire hydrant.
4. The Purchaser acknowledges that school accommodation pressures exist in the Ottawa- Carleton School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
5. The Purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
6. The Purchaser of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The Purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The Purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City’s approval process.
7. The Purchaser of any lot or block hereby acknowledges being advised of:
 - (a) An approved Composite Utility Plan
 - (b) General plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block;
 - (c) The proposed location possible bus shelters and pads and paved passenger standing areas at bus stops;
 - (d) The proposed location for the community mailboxes within the Subdivision;
 - (e) The proposed driveway location;
 - (f) The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;
 - (g) The proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to maintain, repair and replace the proposed drainage patterns and

- private sewers; and
 - (h) The proposed location of the potential bus routes including temporary bus routes.
 - (i) The approved Official Plan designation for the Subdivision.
 - (j) The location and types of trees.
 - (k) The zoning of the existing development and potential development lands within the Subdivision and within two kilometres of the limits of the Subdivision
- 8. The Purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the City.
- 9. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that some of the rear yards within this Subdivision are used for stormwater drainage and conveyance of infrequent storm events. Pool installations on some of the lots may not be permitted by the City and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of pool installation of any individual lot. The Owner further acknowledges to obtain approval of the General Manager, Planning, Development and Building Services of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any lot within this Subdivision. It is further acknowledged and agreed that a pool may not be permitted on all lots.
- 10. The Purchaser further acknowledges that the information he has been advised of and described above is subject to change through the City's approval process.
- 11. The Purchaser further acknowledges that the Lots and Blocks within this Plan of Subdivision are located near agricultural operations, as such, agricultural activities such as noise and odours from associated agricultural activities may be offensive and a concern to some. The City is not responsible if, regardless of the implementations of noise and odour control measures, the purchaser or occupant of the dwellings finds the noise and odour levels from associated agricultural activities offensive and a concern.
- 12. The Purchaser acknowledges being advised that they shall maintain all fences in good repair, including those as constructed by 1995829 Ontario Inc. and 1000017283 Ontario Inc. along the boundary of this land, including replacement, to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- 13. The Purchaser acknowledges being advised that they must respect the 30 metre "No Touch/No Development" setback of the Jock River, save and except for maintenance of the existing golf course on Block 21, being Parts 17 and 18 on the approved Reference Plan and the 15 metre "No Touch/No Development" setback of the Dowdall Municipal Drain established from the top of the bank, being Parts 11, 12 and 21 on the approved Reference Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

14. The Purchaser acknowledges being advised that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Transferee is advised to test their well on a regular basis for bacteriological parameters, as per current direction from Ottawa Health.
15. The Purchaser acknowledges being advised that groundwater, from the intended water supply aquifer depth, may require treatment for high levels of hardness and iron and that water quality may differ and has not been tested above or below the recommended water supply aquifer depth.
16. The Purchaser acknowledges being advised that naturally occurring sodium levels were found slightly above 20 mg/L, the level where physicians may be consulted for persons on sodium restricted diets and that conventional water softener treatment of the aforementioned parameters will increase sodium levels.
17. The Purchaser acknowledges being advised that, for any supplemental dwelling unit or earth energy system development application, additional scoped hydrogeological investigation and reporting shall be completed to the satisfaction of a City of Ottawa hydrogeologist. This requirement is in addition to Ontario Building Code and other provincial approvals for some earth energy systems.
18. The Purchaser of Lots 7, 8, 10, 11, 12 and Block 21 acknowledges being advised that the setback is to protect fish habitat and that the natural vegetation within the setback shall be retained. Any proposed Works on or adjacent to the Jock River and Dowdall Municipal Drain will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization. Any proposed alteration (such as a driveway crossing) must be reviewed in detail by the Rideau Valley Conservation Authority and may require authorization pursuant to the provisions of the Federal *Fisheries Act*.
19. The Purchaser acknowledges receiving an Owner Awareness Package highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System.
20. The Purchaser acknowledges being advised that all water supply well construction shall be in accordance with the site-specific recommendations prescribed in the accepted hydrogeological report entitled 'Terrain Analysis and Hydrogeological Investigation Proposed Riverbend Residential Subdivision (BluMetric Environmental Inc., June 2017) whereby all new water supply wells.
 - a) shall meet all setback requirements from property boundaries, septic systems, structures, surface water bodies, and the flood plain, as per Figure 9 of the accepted hydrogeological report;
 - b) shall remain accessible for well drilling equipment to permit for future well maintenance/repairs;

- c) shall be completed to a maximum depth of 27 metres below ground surface to ensure the best available water quality;
 - d) are likely to require permanent 'Flowing Well Packers' to control 'artesian' well conditions; and
 - e) must be constructed and maintained indefinitely to current regulatory standards, as per *Ontario Water Resources Act*, R.R.O. 1990, Regulation 903, and any subsequent amendments. The Purchaser is further advised to consult provincial advice about mandatory well maintenance and flowing well requirements as per Ontario's reference entitled "Water Supply Wells: Requirements and Best Practices"; and that hydraulic fracturing was not required to obtain requisite well yields for this Subdivision.
21. The Purchaser acknowledges being advised that all well construction, including test wells, shall be in accordance with the recommendations of the draft or approved Hydrogeological and Terrain Analysis Report and the Hydrogeological and Terrain Analysis Guidelines, as amended. A well inspection report is required for each and every well constructed after draft approval and that certification of same shall be done by a suitably experienced Professional Engineer currently licensed in Ontario or currently licensed Professional Geoscientist for each lot to the General Manager, Planning, Development and Building Services . For the required test well, or optional test wells, the intent of the well inspection report shall be built into the Hydrogeological and Terrain Analysis Report for the Subdivision and the report.
22. The Purchaser acknowledges being advised that each home is equipped with a sump pump and back-up system. Purchasers acknowledge that it is their responsibility to maintain the eaves trough discharge ensuring that the eavestrough discharge is directed at some distance from the foundation and away from the foundation will be the responsibility of the Purchaser. The Purchaser further acknowledges being advised to regularly inspect, maintain, and operate the sump pump system (including back up) in accordance with the manufacturers recommendations. The Vendor is not responsible for any damages resulting from the Purchaser failing to properly operate, maintain, inspect or replace the sump pump and/or back-up system. The Purchaser further acknowledges receipt of manufacturers recommendations relating to the Basement Sump Pump systems purpose, operation, repair and maintenance.
23. The Purchaser acknowledges being advised that the sodium levels in well water may exceed 20 mg/l. the City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, etc. should discuss this matter with their family physician prior to accepting an offer of purchase.
24. The Purchaser acknowledges being advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled "Septic System Do's and Don'ts" and "Septic Smart Guide" should be consulted in this regard. The guides are available from the Ottawa Septic System Office.

25. The Purchaser acknowledges being advised that the wells may encounter taste and odour problems. The Transferee further acknowledges being advised to consult with a water treatment expert to take the appropriate steps to deal with this parameter.
26. The Purchaser acknowledges being advised to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards (ODWS) for Nitrate is < 10 mg/l, for Fluoride is 1.5 mg/l and no significant evidence of bacterial activity.
27. The Purchaser acknowledges being advised that the raw water quality of the wells may experience aesthetic exceedances above the provincial guidelines for iron, turbidity, total dissolved solids, and hardness.
28. The Purchaser acknowledges being advised that the wells may experience elevated levels of hardness. The Transferee further acknowledges being advised that should a water softener be used, a separate faucet which bypasses the water softener is suggested for drinking water purposes.
29. The Purchaser acknowledges being advised that the turbidity levels may exceed the health standard of 1 NTU which may severely reduce the disinfection ability of a treatment system. The Transferee further acknowledges being advised to consult with a water treatment expert to take the appropriate steps to deal with this parameter.
30. The Purchaser acknowledges being advised that groundwater extraction operations (groundwater source open loop heat pumps etc.) are not permitted unless a detailed assessment of the demand on the water supply aquifer and impacts is completed by a Professional Engineer or a Professional Geoscientist currently licensed in the Province of Ontario to the satisfaction of the City of Ottawa.
31. The Purchaser acknowledges being advised that sump pumps shall outlet to the surface at the roadside ditch in front of the home and shall not be connected to the perforated pipe drainage system.
32. The Purchaser acknowledges being advised that wells must be cased to a minimum depth of 6 metres and that wells shall be drilled to a depth less than 27 metres in accordance with the hydrogeological report entitled 'Terrain Analysis and Hydrogeological Investigation Proposed Riverbend Residential Subdivision' prepared by BluMetric Environmental Inc., dated June 2017.
33. The Purchaser acknowledges being advised that an updated nitrate dilution analysis is required for any change in the number of lots, lot sizes, or the impervious area of the lots.

34. The Purchaser acknowledges being advised that the proposed lots will be serviced by individual Class IV septic sewage disposal systems designed according to Part 8 of the Ontario Building Code. Where necessary, as determined by the City's General Manager, Planning, Development and Building Services and the Rideau Valley Conservation Authority, the leaching beds will be fully raised due to the presence of silty clay (i.e. low permeability) soils over most of the site. The design of septic leaching beds should be carried out on a lot-by-lot basis, with test holes excavated to confirm the actual subsurface conditions on the area of the proposed leaching beds.

The Purchaser further acknowledges being advised that the water wells that are drilled within the proposed subdivision shall be constructed in accordance with Ministry of the Environment, Conservation and Parks regulations. Steel casings should be set at least 1.5 meters into the bedrock. The entire annular space between the casing and the overburden and bedrock should be filled with suitable cement or bentonite grout.

35. The Purchaser acknowledges being advised that it is recommended that all future sewage disposal systems should be designed and constructed as per the requirements of the Ontario Building Code. Several of the sewage systems will require raised beds due to shallow water and/or shallow bedrock. Newer technologies can be used to minimize size requirements.
36. The Purchaser acknowledges being advised that the water quantity assessment does not account for the cumulative impact stemming from the use of heat pumps/geothermal wells. As a result, heat pumps cannot be installed without requesting the appropriate approvals.
37. The Purchaser acknowledges being advised that the Grading and Servicing Plans identify the locations of wells and septic beds for each individual lot and the Owner further acknowledges that construction of these services must be in accordance with this plan.
38. The Purchaser acknowledges being advised that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.
39. The Purchaser acknowledges being advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled "Septic System Do's and Don'ts" and "Septic Smart Guide" should be consulted in this regard. The guides are available from the Ottawa Septic System Office.
40. The Purchaser acknowledges being advised that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufacturer's recommendation to ensure proper operation of the systems.

41. The Purchaser acknowledges being advised to regularly (yearly, or more) inspect the on- site wastewater system and to follow a wastewater management program to minimize the risk of the potential for contamination of groundwater by operation of the septic system. The guides entitled “Septic System Do’s and Don’ts” and “Septic Smart Guide” should be consulted in this regard. The guides are available from the Landowner Resource Centre and the City of Ottawa.
42. The Purchaser acknowledges being advised that best management practices such as regular pumping of the septic system, cursory inspection of break-out and consideration as to what materials are being discharged to the septic are recommended.
43. The Purchaser acknowledges being advised that for any private water supply well, it is recommended that testing for bacteriological parameters be carried out every six months.
44. The Purchaser acknowledges being advised to follow a well management program to minimize the potential for contamination of the groundwater supply. Advice on well maintenance can be found in the “How Well is Your Well Guide” and “Water Wells Best Management Practices Guide”, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office”.
45. The Purchaser acknowledges being advised that the water does not meet the aesthetic objectives for hardness and iron. The expected hardness of the water at future wells is in the range of about 270 to 370 mg/l as CaCO₃. The expected iron levels in the water are between 0.3 to 0.7 mg/l. For most wells, water softeners are indicated to be adequate to lower hardness and iron to acceptable levels.
46. The Purchaser acknowledges being advised that some wells may encounter elevated turbidity, especially where iron is elevated. It is possible that total dissolved solids may also exceed the aesthetic objectives at some wells. It is considered that iron filters and water softeners are adequate to ensure that iron, manganese and turbidity levels are within the aesthetic objectives of the Ontario Drinking Water Standards, Objectives and Guidelines.
47. The Purchaser acknowledges being advised that the level of sodium is above 20 milligrams per litre at all of the test wells and accordingly may be of interest to persons on a sodium restricted diet. According to the Ministry of the Environment, the local Medical Office of Health should be notified where sodium levels are above 20 milligrams per litre in order that this information may be relayed to local physicians. The expected range of sodium at the future wells is expected to be about 20 to 35 mg/l. The sodium levels are well within the Ontario Drinking Water Quality Objective of 200 milligrams per litre.

SCHEDULE "G"

WELL DRILLING COMPLIANCE AND INSPECTION PROGRAM

EASEMENT IN GROSS

The Transferor grants, conveys and transfers to the Transferee, its successors and assigns, in perpetuity, but subject to all the terms and conditions hereinafter contained, the right and easement to enter on XXX being part 7 on Plan 4R- _____ (the "said lands") and construct, install, place, lay, erect, operate, inspect, alter, repair, replace, reconstruct and remove all such of the **monitoring sentinel wells and equipment (the "utility")** appurtenant thereto including all parts of the utility and equipment as the Transferee may from time to time or at any time hereafter deem requisite, upon, over, under, along and across the said lands for the purpose of ensuring the proper functioning of the monitoring sentinel wells of the Transferee as a testing system for the quality of the water in the aquifer, together with a **surface easement to provide access** to, in, over, along, across, and upon the said lands.

Together with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the Transferee, its servants, agents, contractors and sub-contractors to enter on and to pass and repass at any and all times from the date of acceptance of this easement, in, over, along and upon the said lands of the Transferor with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted.

Together with the right and licence to trim, fell and remove any trees and brush and to remove any concrete or asphalt surface or soil necessary and incidental to permit access to inspect, alter, construct, repair and replace any part of the said utility.

The aforementioned rights and easement are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee.

1. The Transferor shall be responsible for any damage to the property of the Transferee on the said lands, caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.
2. Notwithstanding any rule of law or equity, the utility and all other equipment and appurtenances brought onto, laid on or erected upon, or buried in or under the said lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Transferee or its successors and assigns.
3. Upon completion of any work on the said lands or surrounding lands in relation to the aforesaid utility and/or surface easement the Transferee shall at its expense restore the said lands, including any surrounding lands, to the reasonable satisfaction of the Transferor.
4. The Transferor shall not cover over or otherwise interfere with the utility installed, and shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or built, on, in, over, through or under the said lands any pit, well, building, structure, trees, shrubs, hedges, new shade or ornamental trees, parking stalls or other obstruction of any nature without the prior written consent of the Transferee, but otherwise the Transferor shall have the right fully to use and enjoy the said lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee. No alteration to the grade or drainage conditions shall be made without prior consent of the Deputy City Manager, Planning, Transit and the Environment.
5. The Transferor retains the right to grant easements, on, in, over, along, across, upon or under the said lands to any person, public utility or municipal body it desires and under any terms and conditions it deems desirable, provided however that no such grant shall interfere with the prior rights conferred on the Transferee by this grant of easement. Prior to the construction or any other works being the subject matter of any additional or further easements, within the said lands, the transferees of such further easements, will be required to submit plans for the review of the Transferee herein and to obtain from the Transferee herein the written consent to enter on the said lands or to construct the other works so as to ensure that no conflict will exist between the parties as regards the installation of the other works.

6. The Transferee shall protect the Transferor's sidewalks, buildings, fences, ditches, water supply, drainage tiles, trees and hedges, and shall be liable for any damage to the said sidewalks, buildings, fences, ditches, water supply, drainage tiles, trees and hedges created by or resulting from the exercise of the rights granted herein.
7. The Transferee shall save harmless and indemnify the Transferor from and against all manner of action, causes of action, claims, demands, loss, costs, suits, including legal costs of such suits that may arise, be sustained or prosecuted against the Transferor by reason of the neglect or fault of the Transferee and persons for whom it is responsible in law in the exercise of the rights herein granted to the Transferee.
8. The Transferor shall not interfere with the surface easement, and shall not plant shrubs, trees or gardens, or permit the planting of shrubs, trees or gardens, on, in, over, or through the said lands, or any obstruction of any nature or kind without the prior written consent of the Transferee but otherwise the Transferor shall have the right fully to use and enjoy the said lands, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee.
9. The Transferee shall be responsible for the maintenance of the utility in the said lands.
10. The Transferee shall comply with all applicable municipal by-laws and Provincial Statutes when excavating on either the said lands or surrounding lands and shall erect suitable protective fencing and/or barricades and flashers around any such excavation.
11. The Transferee shall, prior to the termination of the easement agreement for any reason whatsoever, abandon its works at its expense and restore the easement lands to the reasonable satisfaction of the Transferor. The Transferee further agrees that in the event of termination it will release its easement interest in the lands and cause to be registered a release of easement document to that effect.
12. The Transferor shall locate by legal survey any and all other easements affected by and to which this grant of easement will be subject.
13. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

The Transferor covenants with the Transferee that no other easement will be granted concerning the lands described herein prior to the registration of this document.

STATEMENT OF INTENT:

The Purchaser acknowledges their obligation to construct any well on the property in compliance with the requirements of the City of Ottawa, Ministry of the Environment Ontario, the registered Subdivision Agreement and this Agreement.

The parties jointly acknowledge that failure to so comply, either by the Purchaser, or any other Purchaser or Owner in the Development, may adversely or injuriously affect some or all Owners, including the Vendor, by destroying or diminishing the quality and/or potability of the water supply.

THE PURCHASER THEREFORE:

- 1) Agrees to be bound by the provisions contained herein acknowledging that the obligations are reasonable¹ and desirable in the circumstances;
- 2) Agrees that these requirements shall be registered as a restrictive covenant on title so as to be binding on successors in title, and that this is reasonable and desirable so as to maintain the continuity and integrity of the compliance program;
- 3) Agrees to notify 100017283 Ontario Inc. of the intention to drill a well and the identity of the well-driller, in writing at 1443 Duchess Cres, Manotick, Ontario, K4M 1K2, at least 72 hours prior to the commencement of any drilling or other work on the site;
- 4) Grants to 100017283 Ontario Inc., and/or its designated agent the right to attend on site prior to, during, and after any well drilling activity or supervise and inspect all work and to ensure compliance with all well drilling requirements;
- 5) Grants to 100017283 Ontario Inc., the right, upon 48 hours notice to the owner, to attend on the property to inspect the well and to obtain a water sample;
- 6) Agrees to maintain the well at all times in fully grouted and sealed condition to avoid surface contamination;
- 7) Agrees to carry out any reasonable directive issued by 100017283 Ontario Inc., in connection with the construction and/or maintenance of a well at the Purchaser's own expense as soon as practically possible.
- 8) Test wells have been drilled on Lot 1, 5 and 20. These wells meet the Ontario Building code requirements and can be used as a future water supply for the dwelling built on these lots. The Purchaser of lots 1, 5 and 20 shall reimburse the Vendor an amount of \$10,00.00 plus HST for the cost of these wells.

All costs of supervision, inspection, testing and monitoring shall be at the expense of 100017283 Ontario Inc.

Purchaser specifically acknowledges that damages for breach of the covenants and restrictions contained herein shall not be sufficient compensation to either 100017283 Ontario Inc., or any other owner in the development. The Purchaser therefore agrees that any party seeking to enforce these provisions shall be entitled to a mandatory order of a court of competent jurisdiction requiring actual compliance or permitting the claimant to itself effect compliance at the expense of the Purchaser.

The provisions shall apply in respect to any well, whether for water source or discharge purposes, constructed at any time.

It is the parties' express intent that the burden of these provisions shall run with and be binding upon the lands described, and the parties further covenant and agree on their own behalf and on behalf of their heirs, executors, administrators and assigns to observe and comply as required. The parties shall exact the same covenants from any successor in title. The foregoing shall apply notwithstanding that any single covenant is expressed as a negative or positive since the total intent is to prevent any owner from permitting or causing a well to be constructed or maintained in a condition which is not in compliance with the prevailing requirements.

It is agreed that nothing set out in this document imposes any obligation, legal or otherwise, on 100017283 Ontario Inc., in respect to water quality or potability and/or the performance or work quality of any well driller or other contractor. All work relating to the construction and/or maintenance of wells is and shall remain the responsibility of the Purchaser and their successors in title. 100017283 Ontario Inc. assumes no responsibility of any nature for any owner's compliance with well construction requirements.

SCHEDULE "H"
EASEMENT IN GROSS

The Transferor grants, conveys and transfers to the Transferee, its successors and assigns, in perpetuity, but subject to all the terms and conditions hereinafter contained, an easement as set forth in this schedule on, in, over, along, across, upon or under the lands described as Parts 11, 12, 17, 18 and 21 on **4R-_____** hereinafter referred to as the "Lands", which terms and conditions are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee.

- a. The Transferor shall not excavate, drill, install, erect, build, cut or permit to be excavated, drilled, installed, erected, built or cut, on, in, over, through or under the said lands any pit, well, building, structure, trees, grass, shrubs, hedges, new shade or ornamental trees, parking stalls or other obstruction of any nature without the prior written consent of the Transferee, which may be unreasonably withheld but the Transferor shall have the right to use and enjoy the said lands in a passive manner, subject always to and so as not to interfere with the rights and easement hereby granted to the Transferee.
- b. The Transferor shall not install any part of any septic system in the said lands.
- c. No herbicide or pesticide shall be applied on the said lands.
- d. The Transferor has no further right to grant easements, on, in, over, along, across, upon or under the said Lands without prior written consent from the Transferee.
- e. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively, and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

THE Transferor covenants with the Transferee that no other easement will be granted concerning the lands described herein prior to the registration of this document.