

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 _____, Honey Bee Grove, in the City of Ottawa, Province of Ontario, shown on the subdivision plan attached as **Schedule "B"**, at a Purchase price of _____ Dollars (\$ _____) plus HST, with a deposit of **Forty Thousand Dollars (\$40,000.00)** of lawful money of Canada, payable by cash or certified cheque to the Vendor as a deposit to be held 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 "A1"

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

This transaction of purchase and sale is to be completed on or before the 15th business day following written notice by the Vendor to the Purchaser that the subdivision has been registered, and the inhibiting order has been lifted by The City of Ottawa thus allowing the issuance of building permits. On that date vacant possession of the real property will be given to the Purchaser, subject to the provisions of this Agreement. Notice may be provided by the Vendor to the Purchaser by email to the following email address:

_____.

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.

Per: _____

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

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

Purchaser's Address:

Purchaser's Solicitor:

Email Address: _____

Telephone No. _____

Schedule "A1"

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.

- b. This agreement shall be conditional until 5:00 pm, *April 30th, 2025*, upon the Vendor completing registration of the draft Subdivision plan, failing which this agreement shall be null and void and all deposit monies returned to the Purchaser.

The Purchaser acknowledges that until the City has given approval to the Plan of subdivision included herein, the lot boundaries and lot dimensions of each individual lot may be modified. If the Purchaser is impacted by a material modification, the Vendor shall notify the Purchaser of the modification and the Purchaser shall be entitled to terminate the agreement and all deposit monies shall be refunded.

Schedule "A"

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"** 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 other body, 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 "C" 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 and the 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"
RESTRICTIONS AND COVENANTS 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.

RESTRICTIONS, NOTICES AND COVENANTS REQUIRED FOR DEVELOPMENT

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.

ADDITIONAL CONDITIONS, NOTICES AND RESTRICTIONS BY THE TRANSFEROR

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 "D"

WELL DRILLING COMPLIANCE AND INSPECTION PROGRAM

STATEMENT OF INTENT:

The Purchaser acknowledges their obligation under this Agreement (Paragraph 15(a)) 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 reasonable and desirable in the circumstances;
- 2) Agrees that these requirements shall be registered as a restrictive covenant on titles 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 1000017283 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 \$7,500.00 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 "E"



Muncaster
Environmental
Planning Inc.

Homeowners Conservation Handbook

This Homeowners Conservation Handbook is designed to provide the homeowners of Heron Lakes II Residential Subdivision with information on the important and sensitive natural environment features in the rural subdivision. It is important to foster good stewardship practices for overall protection and enhancement of the natural environment.

The objective of this Homeowners Conservation Handbook is to identify the natural attributes in your neighbourhood and to provide advice on how homeowners can be good environmental stewards to ensure that these important natural features, including watercourse corridors, remain healthy over the years to come.

As shown on the Map at the end of this Handbook, the Jock River corridor is to the east of your subdivision and is the dominant natural environment feature in the area. Lots 10 and 11 in the north portion of the subdivision have from the rear of the lots a thirty metre no touch setback with no development permitted. The Jock River in this area provides warmwater fish habitat, with limited flows in the summer months. A tributary of the Jock, the Dowdall Municipal Drain, enters the north portion of the subdivision from the west and meets the Jock about 200 metres to the east of the subdivision. The corridor along the Dowdall Municipal Drain is a combination of treed and open areas associated with the former golf course holes. Many of the mature white ash are badly impacted by the emerald ash borer. White elm, white cedar, bur oak, balsam poplar, trembling aspen and basswood are also along the corridor. You'll see a structure for nesting barn swallows in the Dowdall Drain corridor to the west of the west golf cart path. This structure was installed as compensation for removal of a barn north of Franktown Road and is not to be approached during the spring and early summer nesting period. Lots 7, 8 and 12 include the Dowdall Drain corridor and associated fifteen metre no touch setback with no development permitted on either side of the channel.

The natural features found on many of your lots are limited due to the former golf course holes but many trees have been retained along the lot peripheries including representation of white cedar, sugar maple, red maple, tamarack, Scot's pine, white spruce, white ash, green ash, Colorado spruce, white elm, crack willow, balsam poplar, and trembling aspen. A coniferous hedgerow of white pine is along the north edge of the subdivision, north of the Dowdall Drain, while a deciduous hedgerow of white ash, white spruce, balsam poplar, green ash, basswood, and Scot's pine is along the west edge of the subdivision.

Many wildlife observations have been made on and adjacent to the subdivision lands including white-tailed deer, red squirrel, ring-billed gull, great-blue heron, American woodcock, red-tailed hawk, Canada goose, mourning dove, American robin, European starling, northern flicker, dark-eyed junco, golden-crowned kinglet, tree swallow, great-crested flycatcher, brown thrasher, least flycatcher, eastern phoebe, eastern kingbird, blue jay, downy woodpecker, black-capped chickadee, white-breasted nuthatch, blue jay, common yellowthroat, yellow warbler, red-eyed vireo, song sparrow, chipping sparrow, ruby-throated hummingbird, American crow, northern cardinal, American goldfinch, grey catbird, cedar waxwing, Baltimore oriole, common grackle and red-winged blackbird. Northern leopard frog and green frog were heard from the Dowdall Drain and Jock River corridors.

**MUNCASTER ENVIRONMENTAL PLANNING INC.
FEBRUARY 14, 2020**

On nice spring and early summer mornings and evenings see how many of these tree and bird species and other wildlife you can find in your beautiful neighbourhood. Please see the excellent website <http://ontariotrees.com/> for assistance in identifying trees and shrubs and <https://www.allaboutbirds.org/> to answer your bird questions.

What Residents Can Do to Retain the Natural Habitat

The recommendations below are very important to help protect the integrity and improve the resilience of the remnant features and functions of natural areas on the un-developed portion of each lot.

Retain the Existing Trees and Shrubs and Avoid Intrusions into these Areas

Forests, old fields and hedgerows have been retained where possible in the un-developed portion of your lot. Landowners are greatly encouraged to minimize any further tree clearing on their lots. Note that trees which are considered a safety hazard due to their condition can be removed within areas of tree retention. It is recommended that understorey and ground vegetation not be cleared or tidied in these natural areas. Natural deadfall, as fallen trees and their branches are called, should be left and provide wildlife habitat and soil nourishment. It is important that homeowners avoid depositing yard waste in the natural areas, as yard waste can be a major disturbance by allowing the spread of non-native plants such as goutweed, ground ivy and periwinkle into the natural area thereby displacing native habitat. These disturbances reduce the wildlife habitat available and accelerate the spread of non-native vegetation into the natural area. Composting of yard waste can be completed either by backyard composter or through City curbside collection.

Plant Native Trees, Shrubs & Wildflowers

Homeowners are encouraged to plant native trees and shrubs in portions of their property that have been disturbed during site preparation and others areas that lack woody vegetation. This will reduce the potential for erosion and decrease time spent on mowing lawns and other maintenance requirements. The plantings will also expand the extent of available local wildlife habitat, including providing food, cover and space for birds and other wildlife. Consideration should be given to adding nesting boxes to the naturalized portions of lots adjacent to help out the birds and increase opportunities for enjoyment of nature.

Examples of native shrubs to plant include nannyberry, red-osier dogwood, meadowsweet and red-berried elder. Recommended native tree species are sugar maple, red maple, tamarack, balsam fir, bur oak, white pine, white spruce, red oak and basswood. Blue-eyed grass, dutchman's-breeches, brown-eyed susan, joe-pye-weed, golden corydalis, bloodroot, meadow-rue, Solomon's-seal and false Solomon's-seal are good examples of native wildflowers available at local nurseries. The booklet found at <http://www.landscapeontario.com/grow-me-instead> has excellent suggestions of alternative native plants for gardens and discusses the impacts associated with invasive plants.

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To help the planted trees become established, the root balls should be placed in big enough holes and the exposed surface soil covered with 5 – 10 cm of mulch around the base of the trees. This will keep the soil moist and at stable temperatures, limit competition from grasses and limit damage from mowers and other power equipment. Compost from leaves and grass clippings can be used to mulch trees. Rodent guards and stakes are also important. Trees should be inspected once a year for damage. They should be carefully pruned as necessary.

Homeowners are encouraged to use the following recommendations to provide additional protection for the natural habitats:

- Organic methods of pest control are extremely important in areas like this and the use of chemical herbicides and pesticides is to be avoided wherever possible;
- For the protection of native wildlife, domestic pets should be kept on leashes and under control at all times. This is especially important for domestic cats which have a major impact on bird populations. Remember to scoop all pet waste, even in more remote areas as pet waste exposes pathogens, attracts predators, and decreases the natural enjoyment of an area;
- Do not remove wildlife, plants or soil from the natural environment areas and do not feed wild animals, ducks and geese. To protect breeding birds, no tree removal should occur between April 15th and August 15th, unless a breeding bird survey conducted by a qualified biologist identifies no active nests in the vegetation to be removed. Remember to give the barn swallow nesting structure on the north side of the Dowdall Drain west of the golf cart path a wide berth during the May to August nesting period;
- Native flowers and plants can be obtained from some local seed suppliers and nurseries. Plants taken from the wild rarely survive in household gardens and can quickly deplete the beauty and functions of our natural areas;
- No dumping of yard waste or other material is permitted within the natural areas; and,
- Planting of non-native trees, shrubs and other plants should be avoided to reduce the potential for invasive non-native species spreading to the natural environment areas and impacting on the native plants and wildlife. See <https://view.publitas.com/on-nature/habitat-creation-with-native-plants/page/1> for a good discussion on the advantages of natives plants. The spread of non-native plants can be controlled by removing them, or pruning during or just after flowering to prevent seed production.

Protecting Water Quality

Homeowners can assist in protecting the quality of surface and groundwater by ensuring all hazardous substances, such as detergents, solvents, or oil, are disposed off via the hazardous waste depot or proper recycling avenues. Another important way of helping to protect the aquatic resources is sweeping driveways and other hard surfaces to minimize the grit and other fine material that may enter the environment. Contaminants are typically picked up during the first few minutes of a rainstorm. This is known as the *First Flush* phenomenon. Remember the dust and other debris that is swept needs to be collected and not swept into the street. To provide maximum protection for the environment, consider washing your car on a grassed area or take it to a commercial car wash so the pollution-laden runoff does not enter the stormwater system.

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Consider using rain barrels or surface materials that allow rainwater to seep into the ground quickly on surfaces such as patios. Rain gardens are another excellent example of improving our local environment through recharging our groundwater supply and improving water quality. The water captured by rain gardens would otherwise likely runoff into ditches and downstream channels. The water quality of the runoff may be impaired and there would be less infiltration to the groundwater. Rain gardens are designed with a dip at the centre to collect rain and snow melt. Shrubs are planted near the centre, surrounded by wildflowers, sedges and grasses.

Consider reducing traditional lawn turfs to minimize maintenance, the associated noise, and maximize the benefit to wildlife. Strategic placement next to hard surfaces such as driveways and under gutters makes rain gardens thrive.

Mosquitoes

Mosquitoes breed very quickly, with adults emerging from water in the range of 8 to 12 days after eggs are laid. And it only takes the adults a little over a day for them to breed after emerging! Thus, it is very important to control places where mosquitoes may breed by:

- Keeping drains, culverts and gutters clear of debris so that water will drain properly;
- Emptying standing water from potted plants, bird baths, pet dishes, wading pools, old tires, and other structures holding water;
- Repairing torn screens; and,
- Keeping tight lids on rain barrels.

Living with Wildlife

Bears, coyotes and other wild animals sometimes come into conflict with humans. Black bears and coyotes have been reported in portions of rural Ottawa. The following recommendations for living with wildlife come from the provincial Ministry (see <https://www.ontario.ca/page/prevent-bear-encounters-bear-wise> and <https://www.ontario.ca/page/wildlife-and-nature> for more information). Please refer to <https://ottawahumane.ca/services/wildlife-problems-2/> for solutions to wildlife problems including dealing with injured birds and other wildlife.

Do not approach or feed wildlife

- Bears and other wildlife are usually wary of humans and avoid people whenever possible. However, they are wild animals and should not be approached;
- People should NOT feed wildlife. Feeding them makes the animals less fearful of humans and habituates them to foods provided by humans;
- Aggressive behaviour towards people is unusual for wildlife, but people should always exercise caution around wildlife.

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If you encounter wildlife

- Do not turn your back on, or run from, a bear or coyote. Back away from the animal while remaining calm; and,
- Use whistles and personal alarm devices to frighten an approaching or threatening animal.

Secure garbage and minimize attractants on your property

- Properly store and maintain garbage containers to help prevent bears and other animals from becoming a problem;
- Place trash bins inside an enclosed structure to discourage the presence of small rodents, which are an important food source for wildlife;
- Put garbage at curbside the morning of the scheduled pickup, rather than the night before;
- Use enclosed composting bins rather than exposed piles. Coyotes are attracted to dog or cat waste as well as products containing meat, milk and eggs;
- Pick ripe fruit from fruit trees and remove fallen fruit from the ground and keep bird feeders from overflowing as bears and other wildlife are attracted to foods like seed, suet and nectar used to feed birds;
- Protect vegetable gardens with heavy-duty garden fences or place vegetable plants in a greenhouse. Check with your local nursery to see what deterrent products are available;

- Consider eliminating artificial water sources such as koi ponds; and,
- Keep pet food indoors.

Using deterrents and fences can keep coyotes and other animals away from your property

- Use motion-sensitive lighting to make your property less attractive to coyotes and other nocturnal wildlife;
- Fence your property or yard. It is recommended the fence be at least six feet tall with the bottom extending at least six inches below the ground and/or a foot outward. A roller system that can be attached to the top of the fence preventing animals from gaining the foothold they need to pull themselves up and over the top of a fence;
- Electric fencing can also help deter wildlife from properties or gardens in some circumstances;
- Clear away bushes and dense weeds near your home where wildlife may find cover and small animals to feed upon; and,
- Close off crawl spaces under porches, decks and sheds. Coyotes, racoons and skunks use such areas for denning and raising young.

Keep all pets on leashes or confined to a yard

- Cats and small dogs may be seen as prey by coyotes and other wildlife, while larger dogs may be injured in a confrontation. These situations may be avoided with installation of proper fencing;
- As coyotes are primarily nocturnal, pets should be kept inside at night;
- Keep cats indoors and do not allow pets to roam from home;
- Walk your dog on a leash at all times. If your yard does not have a fence, use a leash while on your property to keep your dog close to you; and,
- Spay or neuter your dogs. Coyotes are attracted to, and can mate with, domestic dogs that have not been spayed or neutered.

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Conclusion

Residents of the Heron Lakes II Subdivision are fortunate to have the opportunity to appreciate and enjoy these natural environment features right in their backyard. We hope that this Homeowners Conservation Handbook helps you to understand the importance of the natural environment resources and provides you with the tools to protect these valuable and sensitive features. With good environmental stewardship we can be assured that the natural area can be enjoyed for many years to come.

For More Information

Additional information is available on many of the topics discussed. For example:

- Bird watching questions can be answered at <https://www.allaboutbirds.org/>. <http://ontariowildflowers.com/other/links.php> is great for identification of wildflowers, ferns, shrubs, trees, and much more;
- The Native Plant Resource Guide for Ontario produced by the Ontario Society for Ecological Restoration (<https://chapter.ser.org/ontario/resources/seropublications/>) provides information on native species and methods to discourage invasive exotic plants, including suggestions for alternative native species that provide better wildlife habitat;
- More information on what can be done for wildlife is provided on one of Canadian Wildlife Service's

web sites at <http://www.hww.ca/en/things-you-can-do/> ;

- The Landowners Resource Centre, <http://www.lrconline.com/>, from the Rideau Valley Conservation Authority has lots of helpful hints on tree, wildlife, soil and water management issues; and,
- Check the City of Ottawa's pages such as <https://ottawa.ca/en/garbage-and-recycling> and <https://ottawa.ca/en/development-information-residents/all-about-your-property> for loads of information on the environment, including details on yard waste, composting, the hazardous waste disposal program, lot grading, pesticides and tree planting.

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