THE CORPORATION OF THE TOWNSHIP OF LIMERICK

BYLAW NUMBER 2010-18

A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A
SUBDIVISION AGREEMENT AND RELATED DOCUMENTS BETWEEN
TRIDENT MEMBERS INC. AND THE CORPORATION OF THE TOWNSHIP
OF LIMERICK

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
LIMERICK ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the Subdivision
   Agreement and related Condominium Agreement between Trident
   Members Inc. and the Corporation of the Township of Limerick;

2. THAT the Reeve and Clerk are hereby authorized to execute the
   said Subdivision Agreement and Condominium Agreement
   between Trident Members Inc. and the Corporation of the Township
   of Limerick, and any related documentation, by or on behalf of the
   Corporation of the Township of Limerick;

3. THAT the Clerk be and is hereby authorized to affix to the said
   Subdivision Agreement and Condominium Agreement, the
   Corporate Seal of the Corporation of the Township of Limerick;

THIS BYLAW SHALL COME INTO FORCE AND TAKE EFFECT
IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 21st day of September 2010.

Read a second time this 21st day of September 2010.

Read a third time and finally passed this 21st day of September 2010.

REEVE – DAVID GOLEM

CLERK – JENNIFER TRUMBLE
CONDOMINIUM AGREEMENT

THIS AGREEMENT made in quadruplicate this day of 2010.

BETWEEN:

THE TRIDENT MEMBERS INC. 
(“Owner”) 

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF LIMERICK 
(“Municipality”) 

Party of the SECOND PART 

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the Subject Lands described in Schedule “A”, attached hereto (“Subject Lands”); upon which Subject Lands the Owner intends to develop a Plan of Subdivision and Common Elements Condominium (“Plan”); 

AND WHEREAS the Plan, described in Schedule “B” attached hereto, has been draft approved subject to conditions, including condition no. 3 of the Conditions of Draft Approval, which requires the Owner to enter into a Condominium Agreement between the Owner and the Municipality; 

AND WHEREAS the Owner is required to enter into this agreement with the Municipality prior to obtaining final approval of the Plan; 

NOW THEREFORE in consideration of the mutual covenants, agreements and promises herein contained and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree with each other as follows: 

Definitions 

1. The following terms and phrases as used in this Agreement shall have the meanings as defined in this Section as follows:

(a) “Agreement” means this Agreement including each of its Schedules, which form part of this Agreement, together with the required plans and specifications required by this Agreement and approved by the Municipality in accordance with this Agreement; 

(b) “Block(s)” means a parcel of land laid out by the Plan and designated as a Block(s); 

(c) “Common Elements” shall mean all Works within the Plan which are to be owned by the Common Elements Condominium; 

(d) “Common Elements Condominium” shall mean the condominium corporation incorporated pursuant to the Condominium Act, 1998, S.O. 1998, c. 19, to control, manage and administer the Common Elements located on the Plan; 

(e) “Owner’s Engineer” means a qualified Professional Engineer or Engineering Firm, registered under the Professional Engineers Act of Ontario which has been hired by the Owner to perform all engineering services related to the development of the Subject Lands required of the Owner; 

(f) “Owner” means the Owner of the Subject Lands in fee simple, and includes all subsequent Owners of all or part of the Subject Lands, including the Common Elements Condominium;
(g) "Property" includes a Block;
(h) "Plan of Condominium" means Common Element Condominium Plan No. prepared by Stel & Geyer, dated April 9, 2008, and attached hereto as Schedule "B";
(i) "Subject Lands" means those lands described in Schedule "A" hereto, comprising the Plan;
(j) "Municipality" shall mean the Corporation of the Township of Limerick, and/or its authorized employee(s);
(k) "Municipal Engineer" means a qualified Professional Engineer or Engineering Firm, registered under the Professional Engineers Act of Ontario and designated by the Municipality to act as the Municipal Engineer;
(l) "Subdivision Agreement" means the Subdivision Agreement including each of its Schedules entered into by the Owner and the Municipality.

List of Schedules to this Agreement

2. The following schedules are attached to the paper version of this Agreement and form part of this Agreement:

Schedule “A” Description of Subject Lands
Schedule “B” Plan of Condominium
Schedule “C” Subdivision Agreement
Schedule “D” Lands to be conveyed
Schedule “E” Easements to be conveyed
Schedule “F” Works
Schedule “G” June 3, 1999 Letter from Great Galloway Group Inc.
Schedule “H” Progress and Completion Time Table
Schedule “I” Beach area site plan

Recitals

3. The Parties agree that the recitals are true.

Application of the Subdivision Agreement

4. The provisions of the Subdivision Agreement, attached hereto as Schedule “C”, are specifically incorporated into this Agreement and shall apply mutatis mutandis to the Plan of Condominium.

Subject Lands and Plan of Condominium

5. The Subject Lands set out in Schedule “A” hereto are subject to the terms, provisions and obligations of this Agreement. The Owner specifically consents to the registration of this Agreement on title to the Subject Lands. The Plan is as set out in Schedule “B” attached hereto and forms part of this Agreement.

Execution and Registration

6. Before this Agreement is executed by the Municipality, the Owner shall:

(a) execute and deliver at least four copies of this Agreement to the Municipality;
(b) deliver to the Municipality the cash and security as required by the Subdivision Agreement; and,
(c) deliver to the Municipality the certificate of insurance as required by this Agreement and the Subdivision Agreement.

Expenses to be Paid by the Owner

7. Every provision of this Agreement that the Owner is obligated to perform or carry out in any way shall be deemed to include the words "at the expense of the Owner" unless such provision expressly provides to the contrary.
8. Subject to the provision of reasonable documentation substantiating expenses claimed, the Owner shall pay such reasonable fees as may be invoiced to the Municipality in connection with the approval of the Plan, registration of the Plan, and the preparation, processing and completion of the terms of this Agreement.

**Performance Guarantee**

9. Prior to the execution of this Agreement by the Municipality, the Owner shall deposit with the Municipality security in an amount which is one hundred per cent (100%) of the estimated costs of the installation of the Works for Phase I as defined by paragraphs 8 and 12 of the Subdivision Agreement. It is expressly agreed that the provisions of paragraphs 18 and 19 of the Subdivision Agreement shall govern the use of the Performance Guarantee.

**Engineering Services and Engineering Submission**

10. The Owner shall have engaged the services of the Owner's Engineer to perform all required engineering services related to the Owner's development of the Subject Lands, subject to the approval thereof of the Municipal Engineer. The Owner shall provide to the Municipality the full name, address, telephone and fax numbers and email address of the Owner's Engineer so retained.

**Commencement of Works**

11. The Owner shall give to the Municipality, a minimum of 96 hours written notice prior to the commencement of construction of any of the Works provided for under this Agreement. Should any significant work stoppage occur in the prosecution of Works, the Owner shall give to the Municipality prompt notice of the stoppage of such Works, and shall give 96 hours written notice prior to the re-commencement of construction of such Works.

12. The Owner shall, in addition to and without limiting the application of any other terms of this Agreement, commence the Works described in accordance with the timetable as set out in Schedule “H” and diligently continue construction and installation of the Works.

**Order of Installation of the Works**

13. The Owner shall proceed diligently with construction and installation of the Works in accordance with the timetable as set out in Schedule “H”.

14. Upon the written application of the Owner to the Municipality to extend the time for commencement or completion of the said Works or any of them as set out in Schedule “H”, the Municipality, in its discretion, may extend the time for completion for such period of time and upon such terms and conditions as it deems reasonable.

**Private Roadways**

15. The Owner shall construct, install and maintain all private roadways to the requirements and satisfaction of the Municipality. The roadways shall be constructed to the standard as set out in the June 3, 1999 Greer Galloway Group letter, attached as Schedule “G”.

16. It is agreed that all roadways within the Plan of Condominium shall be private roadways and shall not be assumed by the Municipality but shall form part of the Common Elements. The maintenance and repair of the same shall be the sole responsibility of the Owner.

**Hydro-Electric and Other Utility Installations**

17. Prior to execution of this Agreement by the Municipality, the Owner shall agree in writing in wording satisfactory to Hydro One or its successor that:
(a) all electrical requirements be provided to the satisfaction of Hydro One or its successor; and
(b) the Owner will be responsible for all costs of any revisions to Hydro One or its successor facilities necessary to accommodate the Plan, and all costs of supplying an electrical distribution system to and within the Plan of Subdivision.

18. The Owner shall grant all easements free and clear of encumberances as are necessary to the appropriate authority in order to implement paragraph 9 of the Subdivision Agreement.

Occupancy

19. The Owner agrees that no dwelling or structure on any unit within the Subject Lands shall be occupied by any person, unless and until:

(a) All Works and Utilities required to be constructed under this Agreement for the applicable phase have been completed; and
(b) All Utilities required to be constructed and installed to service such building have been constructed and installed to the approval in writing of the authorities having jurisdiction over such Utilities.

Indemnification

20. The Owner covenants and agrees to indemnify and save harmless the Municipality against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise, either directly or indirectly, by reason of, or as a consequence of, or in any way related to the Owner undertaking the development of the Subject Lands, including without limitation any or all of the Works and Utilities, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality by any of its authorized agents, servants or employees.

Insurance

21. The Owner covenants and agrees to take out and maintain insurance in accordance with the provisions of Schedule “L” of the Subdivision Agreement at least until the Common Elements Condominium has been created and a Certificate of Completion has been issued by the Municipal Engineer. The Owner shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may in its sole discretion pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants at its own expense to obtain and provide to the Municipality, prior to the commencement of construction or installation of any Works and Utilities related to any phase subsequent to Phase 1, a letter from the Owner’s insurance company addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule “L” of the Subdivision Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner’s insurance company.

Waiver
22. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.

**Special Provisions**

23. Block C shall include limited boating and recreational facilities (including associated driveway, walkway and parking, and shall otherwise be retained in its natural state as Open Space. A beach area is permitted on Block C, with a maximum depth of 10 metres and to be located approximately 40 metres east of any communal facility. A lakeshore recreation centre is permitted on Block C, with a maximum gross ground floor area of 60 square metres and which shall include associated driveway, walkway access as shown on Schedule “I” which shall be limited to 2.0 metres in width and shall be a bark chip surface, and landscaped yards surrounding the building and associated wading, swimming and picnic areas. The lakeshore recreation centre shall be located a minimum of 30 metres from the shoreline and the associated sewage treatment system will be located a minimum of 100 metres from the shoreline. The sewage treatment system tile field shall be constructed of B-horizon soils.

24. There will be more than 10 parking spaces located near to and associated with the recreation centre. No parking space will be located closer to the lakeshore than the rear of the rear of the recreation centre. Each space will be designed to accommodate vehicles but not boat trailers. The parking will be adequately screened and landscaped with materials and vegetation which is in harmony with the surrounding natural environment.

25. Obstructions (such as large boulders) shall be placed to prevent boat trailer access from the parking area to the shoreline.

26. There shall be a maximum of 15 boat slips from a dock on Block C or the adjoining shore road allowance, as applicable.

27. Prior to the execution of this Agreement by the Municipality, the Owner shall submit a detailed design study to determine feasibility and potential concern for shoreline and near-shore alterations, which may include wetland construction and docking facilities. The detailed design study shall be submitted for review and approval of the Ministry of Natural Resources, the Federal Department of Fisheries and Oceans (or their delegate) and the Municipality. The study shall include a survey and inventory of fish habitat.

28. The portion of Windmere Drive situated within 300m of Limerick Lake is to be used for a driveway to access the recreational facility and beach area located in Block C. The driveway on Windmere Drive shall be of sufficient width to accommodate one car, approximately 3.0 metres wide, together with laybys, with the final width and configuration to be determined to the satisfaction of the Owner, the Municipality and the Limerick Waterways Ratepayers Association. The driveway on Windmere Drive shall consist of a permeable surface and be designed to ensure that storm water is managed so that it does not impact Limerick Lake.

29. A reciprocal agreement with another Common Elements Condominium may be entered into at a future date.

30. The entrance of the condominium road to Limerick Lake Road will be designed to the satisfaction of the contracted County engineer at the Owner’s expense.

31. The registration of the Common Elements Condominium shall occur after the registration of the subdivision, or s.118 of the *Land Titles Act* shall apply to the
registered plan prohibiting any sale or change to the lands affected by the Plan until such time as the Municipality has received proof of registration of the Common Elements Condominium.

32. Declarations of the Common Elements Condominium shall include minimum instruction and maintenance standards for the road. These standards are set out in the Greer Galloway Group Inc. letter dated June 3rd 1999, attached as Schedule “G”.

33. The Owner shall grant such easements as are necessary in order to preserve servicing access to the reserve septic beds for the future development blocks, being Blocks 111 to 115 inclusive.

34. The Owner shall grant such easements as are necessary over the private roadways in order to preserve access for the properties located north of the Subdivision Lands (Lots 11, 12, and 13, Concession 5). The Owner shall ensure that these property owners have continuous access to their properties throughout the construction of services and roadways on the Subject Lands.

Miscellaneous

35. All terms, covenants, obligations and conditions in this Agreement are and shall be deemed to be covenants running with the Subject Lands and it is hereby agreed among the parties to this Agreement:

(a) that every term, covenant, obligation and condition in this Agreement inures to the benefit of and is binding upon the parties hereto and also any person or persons, corporate or otherwise, who execute this Agreement and their respective executors, administrators, successors and assigns; and,

(b) without limiting the generality of the foregoing subparagraph, every term, covenant, obligation and condition in this Agreement which affects the Owner shall, on transfer of the Subject Lands to the Common Elements Condominium, be applied to the Common Elements Condominium; and

(c) that when the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed; and,

(d) that the headings to the paragraphs in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof; and,

(e) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed or delivered to the other parties at the following addresses:

   to the Owner:

   The Trident Members Inc.
   Attn: President
   R.R. #5
   Woodville, Ontario
   K0M 2T0

   to the Municipality:

   Clerk-Treasurer
The Corporation of the Township of Limerick
89 Limerick Lake Road
R.R. #2
Gilmour, Ontario
K0K 6W0

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered, shall be deemed to have been given on the day of delivery.

(f) each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the other party.

36. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Municipality to enter into this Agreement and to enforce each and every term of it and this Agreement may be pleaded as estoppel against the Owner in any such proceedings.

37. It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

38. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their corporate seals as attested by the signatures of their duly appointed signing officers.

THE TRIDENT MEMBERS INC.

Per: /---
Alvin Moore
President

I have authority to bind the corporation.

THE CORPORATION OF
THE TOWNSHIP OF LIMERICK

Mayor
Clerk

THIS AGREEMENT has been authorized and approved by By-Law No. of the Corporation of the Township of Limerick passed the day of September, 2010.
Schedule “A”
Legal Description

All of Lots 2 to 10, 12 to 16, 19 to 21, 23 to 51, 53 to 58, 60, 63 to 67, 70 to 114, 116, 123 to 130, 132 to 135, 142, 143 and Kudo Court, and part of Lots 1, 11, 17, 18, 22, 52, 59, 61, 62, 68, 69, 107, 108, 115, 117 to 122, 131, 136 to 140 and 145, and part of Block E, Antelope Trail, Springbok Drive, Gazelle Trail and Impala Hills, Plan M-65, Township of Limerick, County of Hastings
### Schedule “C”
#### Subdivision Agreement

**SUBDIVISION AGREEMENT**
**BETWEEN**
**THE CORPORATION OF THE TOWNSHIP OF LIMERICK**
**AND**
**THE TRIDENT MEMBERS INC.**

#### INDEX

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Heading</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certification of Ownership and Encumbrances</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Plan of Subdivision</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Payment of Taxes and Other Charges</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Grants of Easements</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Conveyances of Reserves and Other Lands</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Cash in Lieu of Parkland Dedication</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Preparation and Registration of Documents</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Works Required</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Utilities Required</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Owner’s Engineer</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>Design of Works and Utilities</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>Phasing of Works and Utilities</td>
<td>3</td>
</tr>
<tr>
<td>13</td>
<td>Approved Working Drawings</td>
<td>3</td>
</tr>
<tr>
<td>14</td>
<td>Storm water Management/Grading and Drainage/Erosion Control Plans</td>
<td>3</td>
</tr>
<tr>
<td>15</td>
<td>Lot Grading and Drainage</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>Approval of Schedule of Work</td>
<td>4</td>
</tr>
<tr>
<td>17</td>
<td>Cost Estimates</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>Performance Guarantee</td>
<td>5</td>
</tr>
<tr>
<td>19</td>
<td>Use of Performance Guarantee</td>
<td>5</td>
</tr>
<tr>
<td>20</td>
<td>Construction Liens</td>
<td>5</td>
</tr>
<tr>
<td>21</td>
<td>Indemnification</td>
<td>5</td>
</tr>
<tr>
<td>22</td>
<td>Insurance</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Approval of Contractor</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Requirements for Authorization to Commence Works</td>
<td>6</td>
</tr>
<tr>
<td>25</td>
<td>Provisions for Construction and Installation</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>Sequence of Construction and Installation</td>
<td>7</td>
</tr>
<tr>
<td>27</td>
<td>Deleted</td>
<td>7</td>
</tr>
<tr>
<td>28</td>
<td>Incomplete or Faulty Work</td>
<td>7</td>
</tr>
<tr>
<td>29</td>
<td>Entry for Emergency Repairs</td>
<td>8</td>
</tr>
<tr>
<td>30</td>
<td>Damage or Relocation of Existing Service</td>
<td>8</td>
</tr>
<tr>
<td>31</td>
<td>Use of Works by Municipality</td>
<td>8</td>
</tr>
<tr>
<td>32</td>
<td>Requirements for Building Permits</td>
<td>9</td>
</tr>
<tr>
<td>33</td>
<td>Liability of Owner</td>
<td>9</td>
</tr>
<tr>
<td>34</td>
<td>Requirements for Authorization to Occupy</td>
<td>10</td>
</tr>
<tr>
<td>35</td>
<td>Ownership of Road, Blocks and Facilities</td>
<td>10</td>
</tr>
<tr>
<td>36</td>
<td>Completion Time for Construction and Installation</td>
<td>10</td>
</tr>
<tr>
<td>37</td>
<td>Requirements for Certificate of Completion</td>
<td>10</td>
</tr>
<tr>
<td>38</td>
<td>Requirements for Release of Performance Guarantee</td>
<td>11</td>
</tr>
<tr>
<td>39</td>
<td>Period of Required Maintenance of Works</td>
<td>12</td>
</tr>
<tr>
<td>40</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>41</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>42</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>43</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>44</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>45</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>46</td>
<td>Requirements for Authorization of Subsequent Phases</td>
<td>12</td>
</tr>
<tr>
<td>47</td>
<td>Subordination of Owner's and Mortgagee's Interests</td>
<td>12</td>
</tr>
<tr>
<td>48</td>
<td>Payment of Municipal Costs</td>
<td>12</td>
</tr>
<tr>
<td>49</td>
<td>Unpaid Charges</td>
<td>12</td>
</tr>
<tr>
<td>50</td>
<td>Notice</td>
<td>12</td>
</tr>
<tr>
<td>51</td>
<td>Registration of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>52</td>
<td>Cancellation of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>53</td>
<td>Renegotiation of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>54</td>
<td>No Assignment of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>55</td>
<td>Headings</td>
<td>13</td>
</tr>
</tbody>
</table>
Schedules

<table>
<thead>
<tr>
<th>Schedule Letter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Legal Description of Subdivision Lands</td>
</tr>
<tr>
<td>B</td>
<td>Draft plan of subdivision</td>
</tr>
<tr>
<td>C</td>
<td>Easements to be conveyed</td>
</tr>
<tr>
<td>D</td>
<td>Lands to be conveyed</td>
</tr>
<tr>
<td>E</td>
<td>Works</td>
</tr>
<tr>
<td>F</td>
<td>Services and Utilities</td>
</tr>
<tr>
<td>G</td>
<td>Owner's Engineer's Duties</td>
</tr>
<tr>
<td>H</td>
<td>Engineering Standards</td>
</tr>
<tr>
<td>I-1</td>
<td>Storm water Management Plan</td>
</tr>
<tr>
<td>I-2</td>
<td>Grading and Drainage Plan</td>
</tr>
<tr>
<td>I-3</td>
<td>Erosion Control Plan</td>
</tr>
<tr>
<td>J-1</td>
<td>Cost Estimate - Phase 1</td>
</tr>
<tr>
<td>J-2</td>
<td>Cost Estimate - remainder of subdivision lands</td>
</tr>
<tr>
<td>K</td>
<td>Standard Form of Letter of Credit</td>
</tr>
<tr>
<td>L</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>M</td>
<td>Regulations for construction</td>
</tr>
<tr>
<td>N</td>
<td>June 3 1999 Letter from Greer Galloway Group Inc.</td>
</tr>
<tr>
<td>O</td>
<td>Beach Site Area Plan</td>
</tr>
<tr>
<td>P</td>
<td>Lot Phasing Plan</td>
</tr>
<tr>
<td>Q</td>
<td>Approved Street Names</td>
</tr>
</tbody>
</table>
THIS AGREEMENT made in quadruplicate this day of 2010.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LIMERICK

(hereinafter called the "Municipality")

Party of the FIRST PART

- and -

THE TRIDENT MEMBERS INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "Owner")

Party of the SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" hereto and are hereinafter called the "Subdivision Lands";

AND WHEREAS the Owner has received approval from the Ontario Municipal Board for a 110 lot plan of subdivision for the Subdivision Lands;

AND WHEREAS to comply with one or more of the conditions for such approval the Owner has agreed to enter into this Agreement with the Municipality;

AND WHEREAS in this Agreement, "Municipal Engineer" means the engineering representative appointed from time to time by the Municipality;

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

CERTIFICATION OF OWNERSHIP AND ENCUMBRANCES

1. The Owner hereby warrants that it is the sole registered owner of the Subdivision Lands, that it has full authority to enter into this Agreement. The Owner shall, at the time of execution of this Agreement by the Owner and again upon registration of the Plan, provide the Municipality with a letter, directed to the Municipality and signed by an Ontario solicitor in good standing, certifying that the Owner is the sole registered owner of the Subdivision Lands and has full authority to enter into this Agreement and setting out all encumbrances affecting the Subdivision Lands. The Owner shall, prior to registration of the Plan, provide a duly executed Postponement of Charge in respect of each encumbrance on the Subdivision Lands, postponing such encumbrance in favour of this Agreement.

PLAN OF SUBDIVISION

2. This Agreement is in respect of a plan of subdivision attached hereto as Schedule "B" (hereinafter called the "Plan") creating 110 limited service seasonal residential lots, to be developed in four (4) phases, and containing the following blocks:

Blocks 111-115:

The Owner warrants and covenants that the Plan has been prepared for the Subdivision Lands by a licensed Ontario Land Surveyor, is the plan which has been given draft approval by the Ontario Municipal Board, and contains all approved amendments to the draft Plan. At the time of registration of this Agreement, Schedule "B" shall be replaced by a written description of the Subdivision Lands referring to all lots, blocks, streets, etc. described in accordance with the Plan as registered.
PAYMENT OF TAXES AND OTHER CHARGES

3. The Owner shall, at the time of execution of this Agreement by the Owner, pay all municipal taxes and local improvement charges, if any, outstanding against the Subdivision Lands. The Owner further undertakes and agrees to continue to pay all taxes levied on the Subdivision Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors' roll entries.

GRANTS OF EASEMENTS

4. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver the grants of easements set out in Schedule "C" hereto, free and clear of all mortgages, liens, charges and encumbrances. If, subsequent to the registration of the Plan, further easements are required in the opinion of the Municipal Engineer for utilities or drainage, the Owner agrees to grant such easements forthwith upon demand at no expense to the Municipality.

CONVEYANCE OF RESERVES

5. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver the deeds or transfers sufficient to vest in the Municipality absolute title in fee simple, free and clear of all mortgages, liens, charges, encumbrances and/or easements, the lands described in Schedule "D" hereto.

CASH IN LIEU OF PARKLAND

6. In addition to the other requirements of this Agreement, the Owner covenants and agrees to pay to the Municipality prior to the execution of this Agreement by the Municipality the sum of EIGHT THOUSAND DOLLARS ($8,000.00) in lieu of parkland dedication.

PREPARATION AND REGISTRATION OF DOCUMENTS

7. All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense, shall be approved by the Municipality's solicitor prior to execution and registration, and shall be deposited with the Clerk of the Municipality prior to execution of this Agreement by the Municipality. The registered number of the Plan shall be left blank in the description in each document to be registered so that such number may be inserted after the Plan has been registered.

WORKS REQUIRED

8. The Owner shall be responsible, at its own expense, for the design, construction, installation and maintenance of the works, services and facilities described in Schedule "E" hereto, and hereinafter called the "Works". The Works shall include, without limitation, the off-site roads improvements identified on Schedule "N" attached hereto. The Owner shall commence with the construction and installation of the Works within twelve (12) months of the date of this Agreement and diligently proceed with such construction and installation so as to be fully complete and installed within three (3) years of the date of this Agreement.

UTILITIES REQUIRED

9. The Owner shall be responsible, at its own expense, for making design and installation arrangements with the appropriate corporation or authority for the services and facilities set out in Schedule "F" attached hereto and hereinafter called the "Utilities". The Owner shall be responsible for all costs of Utilities required for the Subdivision Lands. The Owner shall commence with the construction and installation of the Utilities within twelve (12) months of the date of this Agreement and diligently proceed with such construction and installation so as to be fully complete and installed within three (3) years of the date of this Agreement.

Prior to execution of this Agreement by the Municipality, the Owner shall agree in writing, in wording satisfactory to Hydro One Networks Inc. or its successor that:
(a) all electrical requirements be provided to the satisfaction of Hydro One or its successor; and
(b) the Owner will be responsible for all costs of any revisions to Hydro One or its successor facilities necessary to accommodate the Plan, and all costs of supplying an electrical distribution system to and within the Plan of Subdivision.

OWNER'S ENGINEER

10. The Owner shall retain a Professional Engineer, or firm of Professional Engineers, registered by and in good standing with the Association of Professional Engineers of Ontario (possessing a current Certificate of Authorization issued by the said Association) and hereinafter called the "Owner's Engineer", for the other purposes as set out in Schedule "G" hereto and for the other purposes required by this Agreement. The Owner agrees to continue to retain the services of a Professional Engineer until the Municipal Engineer has certified the Works and Utilities provided for in this Agreement to be complete.

DESIGN OF WORKS AND UTILITIES

11. The Owner agrees that the design and installation of all of the Works and Utilities shall strictly comply with the Municipality's engineering standards as set out in Schedule "H" hereto. It is hereby agreed that any changes to the aforesaid standards must receive the prior written approval of the Municipal Engineer.

PHASING OF WORKS AND UTILITIES

12. The Works and Utilities shall be constructed in phases of not more than 30 lots per phase. The first phase (hereinafter called "Phase I") shall consist of the Works and Utilities associated with Lots 1 to 4 inclusive, 17-27 inclusive, 38 to 43 inclusive, and 74 to 82 inclusive. Subsequent phases shall be as set out on the Lot Phasing Plan attached hereto as Schedule "P". In order to ensure that no lots in any subsequent phase are sold until the Owner has complied with this Agreement, the Owner agrees with the provisions, agreements and restrictions described in paragraph 68 of this Agreement. All phases will be developed with lots in reasonable proximity to one another.

APPROVED WORKING DRAWINGS

13. The Owner shall, prior to the execution of this Agreement, have received the written approval of the Municipal Engineer for all drawings of all of the Works and Utilities hereinafter called the "Approved Working Drawings". If, in the opinion of the Municipal Engineer, no substantial construction of the Works or Utilities has commenced within twelve (12) months of the date of the execution of this Agreement, the Approved Working Drawings shall be resubmitted to the Municipal Engineer for review, revision and further approval. Approval of the Approved Working Drawings by the Municipal Engineer shall not absolve the Owner of the responsibility for all errors and/or omissions with respect to such drawings.

STORM WATER MANAGEMENT/GRADING & DRAINAGE/erosion CONTROL PLANS

14. (1) Storm water Management - The Owner shall, at the time of the execution of this Agreement by the Municipality, have the written approval of the Ministry of Environment and the Municipal Engineer to the detailed storm water management plan hereinafter called the "Storm water Management Plan" attached hereto as Schedule "I-1". The Storm water Management Plan shall incorporate all necessary measures, on a lot by lot basis, to enhance the quality of storm water discharge, to maximize infiltration opportunities and to control erosion and sedimentation during and after construction. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Storm Water Management Plan shall be resubmitted to the foregoing parties for review, revision and further approval. All required storm water management facilities for any phase of the Plan shall be as approved by Municipal Engineer and must be in place prior to construction of any residential structure on any lot. Prior to the issuance of a building permit for any lot on the Plan, a qualified professional acceptable to Municipality shall certify in writing that the storm water management facilities required by this agreement have been completed in accordance with the plans, reports and inspections approved by such Authority. The Owner shall implement a post-development stormwater runoff sampling and monitoring program to the satisfaction of the Municipality.
(2) **Grading and Drainage Plan** - The Owner shall, at the time of the execution of this Agreement by the Municipality, have the written approval of the Ministry of Environment and the Municipal Engineer to the site grading, drainage and lot development plan, hereinafter called the "Grading and Drainage Plan", attached hereto as Schedule "1-2". The Grading and Drainage Plan shall:

(a) show all dwelling, sewage system and well envelopes and their respective separation distances and shall be of sufficient detail to establish that each lot can accommodate an individual on-site sewage disposal system (septic system) that conforms to the requirements of *The Ontario Building Code*;

(b) provide details of the B Horizon soils to be used for the construction of the tile field; and

(c) provide for the proper drainage of the Subdivision Lands and the drainage of all adjacent lands that drain through the Subdivision Lands.

The Owner shall construct all Works and Utilities in such a manner that no damage shall result by reason of the drainage therefrom or in connection therewith to persons or to adjacent lands. In the event that drainage problems occur the Owner agrees to correct the drainage problems by such regrading and/or construction of swales or other appurtenances as may be necessary in the opinion of the Municipal Engineer. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Grading, and Drainage Plan shall be resubmitted to the foregoing parties for review, revision and further approval.

(3) **Erosion Control Plan** - The Owner shall, at the time of the execution of this Agreement by the Municipality, and prior to any grading or construction on the Subdivision Lands, have the written approval of the Municipal Engineer to the erosion control plan, hereinafter called the "Erosion Control Plan", attached hereto as Schedule "1-3". The Erosion Control Plan shall detail how erosion and siltation and their effect will be minimized both during and following construction. During construction of the Works and Utilities the Owner shall upon request of the Municipal Engineer, take such additional erosion control measures and construct such erosion control works as the Municipal Engineer may require. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Erosion Control Plan shall be resubmitted to the foregoing parties for review, revision and further approval.

**LOT GRADING AND DRAINAGE**

15. All lots and blocks within the Plan shall be graded, at no expense to the Municipality, to drain in accordance with the provisions of this Agreement and the approved Grading and Drainage Plan. If in the opinion of the Municipal Engineer, any person is not conforming or has not conformed with the Grading and Drainage Plan, the Municipal Engineer may issue an "Order to Comply" specifying what changes, alterations, or corrections such person is required to make. Failure to make such changes, alterations or corrections forthwith upon demand, or within a period of time prescribed by the Municipal Engineer, shall entitle the Municipality to enter upon any such lots(s) and/or block(s) within the Subdivision Lands to take whatever steps the Municipality considers necessary to correct the grading of any such lot and/or block at the expense of the owner of such lot(s) and/or block(s) at the time of such entry. No person shall change the grade of any lot or block on the Plan contrary to the provisions of this Agreement without the prior approval of the Municipal Engineer.

**APPROVAL OF SCHEDULE OF WORK**

16. The Owner shall, prior to the issuance of any Authorization to Commence Works as provided herein, have received the written approval of the Municipal Engineer of a schedule, hereinafter called the "Schedule of Work", which sets out the timing sequence in which the Owner proposes to construct and install all of the Works and Utilities.
COST ESTIMATES

17. The estimated cost of construction and installation of all Works and Utilities hereinafter called the "Cost Estimate", shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement and shall be included as Schedule "J" to this Agreement. Schedule "J" is divided into two (2) parts, namely Schedule "J-1" and Schedule "J-2". Schedule J-1 contains an estimate of costs for the Works and Utilities to be constructed in Phase I. Schedule "J-2" contains an estimate of costs for the remainder of the Works and Utilities to be constructed on the Subdivision Lands.

PERFORMANCE GUARANTEE

18. In order to guarantee that the Works and Utilities in Phase I and subsequent phases be constructed and installed in accordance with the provisions of this Agreement, the Owner shall lodge with the Municipality a "Performance Guarantee" consisting of an irrevocable bank letter(s) of credit in the form attached hereto as Schedule "K" in the amount of One Hundred Percent (100%) of the Cost Estimate for the applicable phase. For Phase I, the applicable Cost Estimate is as shown on Schedule "J-1" to this Agreement and the Performance Guarantee shall be delivered to the Municipality prior to execution of this Agreement by the Municipality. For subsequent phases the applicable Cost Estimate shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the lifting of the Inhibiting Order contemplated by paragraph 68 of this Agreement for the applicable phase, and provided that commencement of construction and installation of Works and Utilities for subsequent phases is subject to the provisions of paragraph 43 of this Agreement entitled "Requirements for Authorization of Subsequent Phases". The Owner covenants and agrees that each letter of credit shall be for a minimum term of one (1) year and shall provide that the Letter of Credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.

USE OF PERFORMANCE GUARANTEE

19. The Owner agrees that the Municipality may, in its sole discretion acting reasonably, at any time and from time to time, by resolution of the Municipal Council, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner:

(a) in any way makes or permits default in the Owner's obligations under this Agreement; or

(b) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction with or in any way relating to the construction and installation of the Works and/or Utilities or the other provisions of this Agreement.

The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

20. Deleted.

INDEMNIFICATION

21. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner undertaking the development of the Subdivision Lands, including without limitation any or all of the Works and Utilities, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality of any of its authorized agents, servants or employees.
INSURANCE

22. The Owner covenants and agrees to take out and maintain insurance in accordance with the provisions of Schedule "L" of this Agreement at least until the roads have been closed up and conveyed to the non-profit corporation or common elements condominium as contemplated by paragraph 69 of this Agreement and a Certificate of Completion has been issued by the Municipal Engineer as contemplated by paragraph 37 of this Agreement. The Owner shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may in its sole discretion pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants at its own expense to obtain and provide to the Municipality, prior to the commencement of construction or installation of any Works and Utilities related to any phase subsequent to Phase 1, a letter from the Owner's insurance company addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule "L" of this Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner's insurance company.

APPROVAL OF CONTRACTOR

23. The Owner agrees that any contractor employed by the Owner to construct, install and/or maintain any of the Works and/or Utilities shall be approved by the Municipal Engineer in writing prior to the contract being made. Such contract shall provide that the Municipal Engineer or the employees or agents of the Municipality, may, at any time, and from time to time, inspect the work of such contractor pertaining to the Subdivision Lands and shall have the power to stop any such work in the event that the work is being performed in a manner that is not satisfactory to the Municipal Engineer.

REQUIREMENTS FOR AUTHORIZATION TO COMMENCE WORKS

24. The Owner shall not commence the construction or installation of any of the Works or Utilities in any phase of the subdivision without the written permission of the Municipality, referred to herein as an "Authorization to Commence Works". In addition to any other requirements contained in this Agreement, no Authorization to Commence Works shall be issued for any of the Works or Utilities until:

(1) the Owner has received final approval for the Plan; and

(2) the Plan, this Agreement and the Inhibiting Order contemplated by paragraph 68(2) of this Agreement have been registered; and

(3) the Owner has paid to the Municipality all outstanding municipal charges against the Subdivision Lands or any part thereof; and

(4) the Owner has conveyed and registered all grants of easements as required by this Agreement; and

(5) the Owner has conveyed to the Municipality and registered all lands as required by this Agreement; and

(6) the Owner has received approval of the Approved Working Drawings; and

(7) the Owner has received the approval for the Storm water Management Plan; and

(8) the Owner has received approval for the Grading and Drainage Plan; and

(9) the Owner has received approval of the Erosion Control Plan; and
the Owner has received the approval of the Municipal Engineer for the Schedule of Work; and

the Owner has deposited with the Municipality the Performance Guarantee in approved form for the applicable phase of the subdivision in accordance with the requirements of this Agreement; and

the Owner has deposited with the Municipality proof of the required insurance in accordance with the requirements of this Agreement; and

the Owner shall, at its sole expense, have provided and erected signs at each entrance for every road on the Plan (measuring at least two feet by three feet) reading as follows:

"PRIVATE ROAD
not assumed or maintained by municipality
USE AT YOUR OWN RISK"

The aforesaid signs shall be properly maintained and erected until the roads have been closed up and conveyed to the non-profit corporation or common elements condominium as contemplated by paragraph 69 of this Agreement and a Certificate of Completion has been issued by the Municipal Engineer as contemplated by paragraph 37 of this Agreement.

All approvals of the Municipal Engineer herein above referred to shall be in writing.

The Owner shall notify the Municipal Engineer in writing at least 96 hours prior to the actual commencement of work. If for any reason there is a cessation or interruption of construction, the Owner shall provide similar notice to the Municipal Engineer before work is resumed.

PROVISIONS FOR CONSTRUCTION AND INSTALLATION

25. The Owner shall, upon the issuance of an Authorization to Commence Works, proceed to construct and install all of the Works and Utilities covered in the Authorization continuously and as quickly as possible and in accordance with the time limited specified in this Agreement, subject to the overriding direction of the Municipal Engineer. All of the Works and Utilities shall be constructed and installed in accordance with the Approved Working Drawings as approved by the Municipal Engineer. No variation from the Approved Working Drawings shall be permitted unless the Municipal Engineer authorizes such variation in writing. All construction on the Subdivision Lands shall be carried out in accordance with the regulations for construction as set out in Schedule "M" hereto.

SEQUENCE OF CONSTRUCTION AND INSTALLATION

26. In constructing or installing any Works or Utilities on lands outside the limits of the Subdivision Lands or which in any manner benefit or serve land that is outside the limits of the Subdivision Lands the Owner shall observe such order of construction and installation as the Municipal Engineer may reasonably require.

ADDITIONAL FACILITIES OR WORK REQUIRED

27. Deleted.

INCOMPLETE OR FAULTY WORK

28. The Municipal Engineer may, at its sole discretion, at any time and from time to time, inspect the Works and/or the Utilities to be constructed pursuant to this Agreement and if, in the opinion of the Municipal Engineer, the Owner:

(a) is not proceeding with or causing the work required by this Agreement to be proceeded with within the time limits specified in this Agreement, or in order that it may be completed within the specified time limits; or

(b) is improperly performing work required by this Agreement; or
(c) has abandoned or neglected work required by this Agreement;

(d) refuses, fails or neglects to replace or repair such work as may be rejected by the Municipal Engineer as defective or unsuitable; and/or

(e) in any other manner, in the opinion of the Municipal Engineer, defaults in performance of the terms of this Agreement;

then the Municipal Engineer shall promptly notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after the mailing of such notice, the Municipal Engineer, upon the authority of a written resolution of the Municipal Council, shall have full authority and power to enter upon the Subdivision Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such workmen as in the opinion of the Municipal Engineer shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Municipal Engineer, such entry and work may be done without prior notice, but the Owner shall be notified thereafter. The Owner agrees that the Municipality may, in addition to any other remedies it may have, use all or any part of the Performance Guarantee to pay for the costs incurred by the Municipality and/or its agents in furtherance of the provisions of this paragraph. It is understood and agreed between the parties hereto that such entry upon the Subdivision Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the Works or Utilities by the Municipality. The Municipality, in addition to any other remedies it may have, may refuse to issue further building permits until such work and/or services are completely installed in accordance with the requirements of the Municipal Engineer. The cost incurred by the Municipality and/or its agents in furtherance of the provisions of this paragraph shall be calculated by the Municipal Engineer whose decision shall be final and binding on all parties hereto. Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Municipality arising from or out of any breach of the provisions and terms of this Agreement.

**ENTRY FOR EMERGENCY REPAIRS**

29. The Owner agrees that, at any time or from time to time, employees or agents of the Municipality may, without any obligation to do so, enter upon the Subdivision Lands for the purpose of making emergency repairs to any of the Works or Utilities. Such entry and repairing shall not be deemed an acceptance of any of the Works or Utilities by the Municipality, nor an assumption by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

**DAMAGE OR RELOCATION OF EXISTING SERVICES**

30. The Owner agrees to pay the cost of repairing any damage to any existing services and/or roads and the cost of relocating any existing services, caused by the development of the Subdivision Lands or any of the Works and/or Utilities required by this Agreement, provided all work is to be done to the satisfaction of the Municipal Engineer and/or the authorities responsible for such services. The Owner further agrees to pay the cost of moving or altering any of the Works and/or Utilities installed in driveways or so close thereto, in the opinion of the Municipal Engineer acting reasonably, as to interfere with the use of the driveway.

**USE OF WORKS BY MUNICIPALITY**

31. The Owner agrees that any of the Works may be used by the Municipality, or other authorized persons, for the purposes for which they are designed. Such use of any of the Works shall not be deemed an acceptance of any of the Works by the Municipality, nor an assumption by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.
REQUIREMENTS FOR BUILDING PERMITS

32. Neither the execution of this Agreement by the Municipality, nor the approval by the Municipality of the Plan for registration, nor the issuance by the Municipality of any Certificate of Completion shall be deemed to give any assurance that building permits, when applied for, will be issued in respect of any of the Subdivision Lands. In addition to the other requirements of this Agreement, no building permit in respect of any of the Subdivision Lands shall be granted by the Municipality until:

(a) all of the roads, which are required to be constructed under this Agreement for the applicable Phase, have been constructed to the approval of the Municipal Engineer, as evidenced in writing; and

(b) All Works and Utilities (other than roads) have been fully constructed and installed to the approval of the Municipal Engineer, as evidenced in writing; and

(c) All required storm water management facilities for the applicable phase have been completed to the satisfaction of the Municipal Engineer and The Crowe Valley Conservation Authority, as evidenced in writing. A qualified professional acceptable to the Municipal Engineer and The Crowe Valley Conservation Authority shall certify in writing that the storm water management facilities required by this agreement have been completed in accordance with the plans, reports and inspections approved by such Authority; and

(d) all drainage works and grading, except individual lot grading, have been constructed in accordance with the Storm Water Management Plan, Grading and Drainage Plan and Erosion Control Plan to the satisfaction of the Municipal Engineer and the Crowe Valley Conservation Authority, as evidenced in writing; and

(e) hydro-electric power has been installed to the lot line of the lot for which the permit is required to the approval in writing of the authority having jurisdiction and the payment of all fees, charges paid in full and the conveyance of all easements of lands or the execution of all agreements required by the said authority in connection with electric services for the Subdivision Lands and buildings/structures to be erected on the Subdivision Lands have been completed; and

(f) written permission (in the form of an "entrance/culvert permit") has been received from the Municipality for the installation of a culvert for the lot in question; and

(g) the Municipality has received the applicable development charge as determined in accordance with the applicable by-law passed by the Municipality pursuant to the Development Charges Act, R.S.O., 1990, c.D.9 as amended from time to time; and

(h) the provisions of the paragraph of this Agreement entitled "Restrictions on Conveyance of Lands" have been complied with; and

(i) all requirements of The Ontario Building Code have been satisfied.

LIABILITY OF OWNER

33. Notwithstanding the sale of any part or all of the Subdivision Lands the Owner shall remain bound by all obligations, covenants and agreements whatsoever created by this Agreement, including those assumed by a purchaser, and shall remain jointly and severally liable therefore to the Municipality PROVIDED THAT upon the sale of each lot or block on the Plan by the Owner, the Owner shall cease to have any responsibility of the obligations created in the Paragraph entitled "Lot Grading and Drainage" of this Agreement for such lot or block and the Municipality shall be entitled to enforce the provisions of the aforesaid paragraphs of this Agreement against the owners from time to time of every such lot(s) or block(s). The Owner hereby acknowledges and agrees that neither the Performance
Guarantee nor any policy of insurance that the Owner is required to provide or maintain according to this Agreement shall in any way be deemed to limit the liability of the Owner.

REQUIREMENTS FOR AUTHORIZATION TO OCCUPY

34. No building on the Subdivision Lands or any part thereof shall be occupied by any person or persons without the written permission of the Municipality, referred to herein as an "Authorization to Occupy". In addition to any other requirements contained herein, no Authorization to Occupy shall be issued for any building until:

(a) all Works and Utilities required to be constructed under this Agreement for the applicable phase has been completed; and

(b) all utilities required to be constructed and installed to service such building have been constructed and installed to the approval in writing of the authorities having jurisdiction over such Utilities.

If, for any reason whatsoever, occupancy of any building on any lot on the Subdivision Lands occurs contrary to the provisions of this Agreement, then the owner of such lot shall pay on demand to the Municipality liquidated damages in the amount of $100.00 per day. The liquidated damages shall commence at, and include, the day of occupancy and shall end when the owner obtains an Authorization to Occupy such building from the Municipality.

OWNERSHIP OF ROADS, BLOCKS AND FACILITIES

35. The Owner agrees to maintain all of the roads which are required to be constructed under this Agreement until:

(a) a Certificate of Completion has been issued for all Works and Utilities required to be constructed and/or installed under this Agreement; and

(b) all such roads have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

Such roads shall at all times be maintained in a well-drained, dust-free and mud-free condition fit for vehicular traffic, and in the winter months shall be snow-plowed and sanded so as to permit their use by vehicular traffic, in each case to the satisfaction of the Municipality's Roads Superintendent.

COMPLETION TIME FOR CONSTRUCTION AND INSTALLATION

36. The Owner shall, within two (2) years of the date of this Agreement, complete the construction and installation of all of the Works and Utilities for Phase I as outlined in Schedules "E" and "F". The Owner shall, within four (4) years of the date of this Agreement, complete the construction and installation of all of the remaining Works and Utilities.

REQUIREMENTS FOR CERTIFICATE OF COMPLETION

37. The Owner agrees that the construction and installation of the Works and Utilities for any phase of the subdivision shall not be deemed to be completed for the purposes of this Agreement until the Municipal Engineer has provided the Owner with written confirmation thereof, referred to herein as a "Certificate of Completion". In addition to any other requirements contained herein, no Certificate of Completion shall be issued until:

(a) all of the Works and Utilities for the applicable Phase have been inspected and approved by the Municipal Engineer and the Municipal Council has approved by resolution the written report of the Municipal Engineer; and

(b) all of the roads forming part of the Works for the applicable Phase have been inspected by the Municipality's Roads Superintendent and he has notified the Municipality in writing that all such roads are acceptable; and
(c) the Owner has provided the Municipality with original inked drawings, on such material as approved by the Municipal Engineer, showing all of the Works and Utilities "as constructed and installed"; and

(d) the Owner has supplied a written statement from a licensed Ontario Land Surveyor that after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan of subdivision.

Notwithstanding anything contained in this Agreement to the contrary, the Municipality shall not be obligated to issue a Certificate of Completion for any phase of the subdivision until at least 25% of the lots in such phase have occupied dwellings thereon.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

38. After Thirty Percent (30%) of the value of the Works and Utilities for any phase, as described in the Schedules to this Agreement, has been completed, the Owner may from time to time apply to the Municipality to have the Performance Guarantee reduced to an amount equal to (i) the cost of completing all of the Works and Utilities for that phase, plus (ii) Twenty Percent (20%) of the Cost Estimate of constructing all Works and Utilities for such phase. For purposes of this paragraph a certificate signed by the Municipal Engineer shall be conclusive evidence as to the amount of work that has been done and/or the costs of completion. It is understood and agreed that the Municipality shall at all times retain the Performance Guarantee in an amount sufficient to cover the cost of completing all of the Works and Utilities for that phase plus Twenty Percent (20%) of the applicable Cost Estimate. The Owner agrees that the Municipality shall not be obligated to release to the Owner the unused portion of the Performance Guarantee with respect to any phase until:

(a) a Certificate of Completion has been issued for all of the Works and Utilities for the applicable Phase; and

(b) all roads required to be constructed under this Agreement have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

PERIOD OF REQUIRED MAINTENANCE OF WORKS

39. The Owner shall maintain all of the roads which are required to be constructed under this Agreement including, without limitation, the off-site roads identified in Schedule "N" until:

(a) a Certificate of Completion has been issued for all Works and Utilities required to be constructed and/or installed under this Agreement; and

(b) all such roads have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

In the event that snow removal or proper vehicle access is not provided by the Owner, the Municipality, through its servants, agents or contractors may remove snow at the expense of the Owner and all costs of such work shall be paid by the Owner within thirty (30) days of the date of billing, failing which the Municipality shall be authorized to use all or any portion of the Maintenance Guarantee. The Owner agrees that any work done by the Municipality pursuant to this paragraph shall not be deemed in any way to be an acceptance by the Municipality of the roads within the Subdivision Lands. The Owner acknowledges that the Municipality, while removing snow, may damage or interfere with the Works and/or Utilities and the Owner hereby waives all claims against the Municipality that it might have arising therefrom and covenants that it will make no claim against the Municipality for such interference or damage.

40. Paragraph deleted.
41. Paragraph deleted.

42. Paragraph deleted.

43. Paragraph deleted.

44. Paragraph deleted.

45. Paragraph deleted.

REQUIREMENTS FOR AUTHORIZATION OF SUBSEQUENT PHASES

46. The Owner hereby acknowledges and agrees that all of the requirements of this Agreement shall be equally applicable to subsequent phases of development as they are to Phase I of the Subdivision Lands. Without limiting the generality of the foregoing, and in addition to the other requirements contained in this Agreement, no Authorization to Commence Works for any subsequent phase shall be issued until:

(a) an up-to-date Cost Estimate for the particular phase has been approved in writing by the Municipal Engineer; and

(b) the Owner has lodged with the Municipality an irrevocable Letter of Credit in accordance with the provisions of this Agreement dealing with Performance Guarantees in order that the Municipality shall have a Performance Guarantee in the amount of One Hundred Percent (100%) of the up-to-date Cost Estimate of the Works and Utilities to be constructed or installed the applicable phase.

SUBORDINATION OF OWNER'S INTEREST

47. The Owner hereby charges and subordinates all its interest in the Subdivision Lands with and to the obligations contained in this Agreement.

PAYMENT OF MUNICIPAL COSTS

48. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner". The Owner shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses incurred by the Municipality, or any of its agents, in connection with the development of the Subdivision Lands or in respect of this Agreement provided that the Municipality provides reasonable documentation substantiating the costs or expenses claimed. In the event that the Owner does not reimburse the Municipality as aforesaid, the Municipality may, at its sole discretion, on thirty (30) days written notice to the Owner, use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

In addition to and in furtherance of the foregoing, the Owner shall pay to the Municipality the sum of $2,000.00 prior to the execution of this Agreement. As accounts are received by the Municipality, they will be paid by the Municipality and then submitted to the Owner who shall forthwith reimburse the Municipality so that the $2,000.00 deposit is constantly maintained.

UNPAID CHARGES

49. The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of Two Percent (2%) per month shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates, calculated from such due dates.

NOTICE

50. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:
(a) to the Municipality at:
The Corporation of the Township of Limerick
89 Limerick Lake Road
R. R. #2, Gilmour, Ontario K0K 1W0
Attention: Clerk-Treasurer

(b) to the Owner at:
The Trident Members Inc.
R. R. #5
Woodville, Ontario K0M 2T0
Attention: President

(c) or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if mailed thirty-six (36) hours after 12:01 a.m. on the day following the day of the mailing thereof.

REGISTRATION OF AGREEMENT

51. The Owner hereby consents to the registration of this Agreement against the title of the Subdivision Lands.

CANCELLATION OF AGREEMENT

52. In the event that the Plan has not received final approval and is not registered within six (6) months of the date of execution of this Agreement by the Municipality, the Municipality may, at its option, on fifteen (15) days written notice to the Owner, declare this Agreement to be null and void and the Municipality may withdraw its recommendation for the final approval of the Plan.

RENEGOTIATION OF AGREEMENT

53. The Owner agrees that the Municipality may, at its option, on fifteen (15) days written notice to the Owner, declare this Agreement to be suspended and subject to renegotiations (whereupon the Owner agrees to forthwith cease any construction or installation of the Works and/or Utilities until this Agreement has been renegotiated) in the event that construction or installation of the Works and Utilities related to Phase I has not been substantially commenced within one (1) year from the date of this Agreement.

NO ASSIGNMENT OF AGREEMENT

54. The Owner shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the Municipality.

HEADINGS

55. The headings in this Agreement are for the use of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

NO WAIVER

56. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.

TIME OF ESSENCE

57. Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
58. If any terms or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all person other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

59. It is acknowledged that the Municipality is entitled, by virtue of The Planning Act, R.S.O. 1990, c.P.13, as amended, to enforce the provision of this Agreement not only against the Owner but also against any and all subsequent owners of the Subdivision Lands or part thereof.

60. Deleted.

61. The Owner shall erect street signs in accordance with the street names approved by the Municipality and the Corporation of the County of Hastings as provided in Schedule “Q” attached hereto.

62. It is hereby acknowledged by the parties hereto that this Agreement may be amended with the mutual agreement of all parties hereto at any subsequent time or times and that such agreements may not always be registered on title. All subsequent purchasers of any lot or lots within the Subdivision Lands are hereby advised to contact the Clerk of the Municipality to determine if any subsequent agreements have been entered into.

63. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings.

64. This Agreement shall be read and construed in accordance with the laws of the Province of Ontario.

65. In this Agreement, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.

66. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors, successors in title and permitted assigns.
SCHEDULES TO AGREEMENT

67. The following Schedules that are attached hereto together with all provisions contained therein are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

Schedule "A"  Legal Description of Subdivision Lands
Schedule "B"  Draft plan of subdivision
Schedule "C"  Easements to be conveyed
Schedule "D"  Lands to be conveyed
Schedule "E"  Works
Schedule "F"  Services and Utilities
Schedule "G"  Owner's Engineer's Duties
Schedule "H"  Engineering Standards
Schedule "I-1"  Storm water Management Plan
Schedule "I-2"  Grading and Drainage Plan
Schedule "I-3"  Erosion Control Plan
Schedule "J-1"  Cost Estimate - Phase 1
Schedule "J-2"  Cost Estimate - remainder of subdivision lands
Schedule "K"  Standard Form of Letter of Credit
Schedule "L"  Insurance Requirements
Schedule "M"  Regulations for construction
Schedule "N"  June 3 1999 Letter from Greer Galloway Group Inc.
Schedule "O"  Beach Site Area Plan
Schedule "P"  Lot Phasing Plan
Schedule "Q"  Approved Street Names

The original drawings for the above-noted Schedules are available at the municipal offices for inspection during regular business hours.

RESTRICTIONS ON CONVEYANCE OF LANDS

68. (1) The Owner hereby covenants and agrees with the Municipality that there will be no conveyance of any lot or lots on the Plan until this Agreement has been registered on title. The Owner covenants and agrees to notify the Municipality's solicitor forthwith upon receipt of the final Plan and prior to its registration at the applicable Registry Office. Arrangements shall be made between the Owner and the Municipality's solicitor to register the Plan, this Agreement and the inhibiting Order contemplated below consecutively.

(2) In order to prevent the conveyance of any lots or blocks on the Plan until registration of this Agreement, and in order to ensure the development occurs in phases, the Owner hereby consents to the registration of an Inhibiting Order pursuant to Section 23 of the Land Titles Act, R.S.O. 1990, c. L.5 as amended from time to time, on the following terms and conditions:

(a) the Inhibiting Order shall be registered against the Subdivision Lands by the Owner at the Owner's expense prior to execution of this Agreement by the Municipality;

(b) the Inhibiting Order shall not be registered until this Agreement has been executed by the Owner;

(c) the Inhibiting Order shall provide that no dealings in the Subdivision Lands may occur except with the written consent of the Municipality, other than registration of the Plan, this Agreement and any conveyances to the Municipality contemplated by this Agreement.

(3) The lifting of the Inhibiting Order as it applies to the lots and blocks within Phase 1 of the Plan will be conditional upon the following:

(a) this Agreement being registered against title to the Subdivision Lands; and
(b) a not-for-profit corporation or common elements condominium having been created, and upon all road, blocks and facilities including, without limitation, the off-site roads identified in Schedule "N" being conveyed to such corporation or condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and upon such corporation or condominium having agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

(4) The lifting of the inhibiting Order as it applies to subsequent phases of the Plan shall be conditional upon the issuance of building permits for Eighty Percent (80%) of the lots in the preceding phase, and all other requirements of this Agreement having been complied with.

SPECIAL PROVISIONS

69. (1) The permitted use of lots on the plan shall be limited service seasonal residential use. Block C on the Plan shall include limited boating and recreational facilities (including associated driveway, walkway and parking) and shall otherwise be retained in its natural state as Open Space. A beach area is permitted on Block C, with a maximum width of 30 metres and a maximum depth of 10 metres, and to be located approximately 40 metres east of any communal docking facility. A lakeshore recreation centre is permitted on Block C, with a maximum gross ground floor area of 60 square metres and which shall include associated driveway, walkway access and landscaped yards surrounding the building and associated wading, swimming and picnic areas. An access pathway is permitted on Block C in a location approved by the Municipality, with a maximum width of 2.0 metres and with a bark chip surface. The docking facilities, pathway and beach area shall be developed in accordance with the plan attached hereto as Schedule "O". The maximum size of the parking area is 300 square metres.

(2) The Owner shall, at its own expense, cause a not-for-profit corporation without share capital to be incorporated under the Corporations Act, R.S.O. 1990, c. C.38 whose objects shall include the ownership and maintenance of all blocks, facilities and roads shown on the Plan and the off-site roads identified on Schedule "N". Each registered owner of a lot on the Plan shall be a member of such corporation and ownership of a lot on the Plan shall be a condition of membership. In the alternative, the Owner may apply for approval of a common elements condominium which shall own and maintain the blocks, facilities and roads shown on the Plan and the off-site roads identified on Schedule "N", but not including Blocks 115, 114, 113, 112 and 111 on the Plan which shall not be owned by the common elements condominium). Each registered owner of a lot on the Plan shall be an owner of an interest in the condominium and ownership of a lot on the Plan shall be a condition of ownership of an interest in the condominium. The common elements condominium shall be responsible for the maintenance of all Blocks, facilities and roads owned by it. Any application for a common elements condominium must be circulated to the Ministry of Municipal Affairs and Housing for review and comment.

(3) The septic systems of each limited service seasonal residential lot shall be located more than 300 metres from the high water mark of Limerick Lake.

(4) In order to address the concerns of the Municipality regarding any detrimental financial impacts of the proposed subdivision, the Owner covenants and agrees to the following:

(a) The Owner shall be responsible, at its own expense, for the design, construction, installation and maintenance of the off-site roads improvements identified in the letter from the Greer Galloway Group Inc. dated June 3, 1999 attached hereto as Schedule "N".

(b) All on-site hard infrastructure construction including roads and storm water management facilities will be done by the Owner as its cost, and all maintenance will be the responsibility of the not-for-profit corporation or common elements condominium.
(c) As long as access is possible, fire protection and emergency services will be provided to the same level as anywhere else in the Municipality.

(d) Any necessary additional equipment, facilities, training, staffing and supplies required for fire protection, administration and municipal services which result from the development of the Plan of subdivision will be funded through additional property taxes based on new development.

(e) Waste disposal issues may be addressed through user fees and especially a separate construction waste disposal fee, which if adopted by Council will apply across the Municipality.

After registration of the Plan and this Agreement, the Municipality shall proceed with an application under Section 88 of the Registry Act (Ontario) or Section 146 of the Land Titles Act (Ontario) as the case may be, to close up the roads shown on Plan M-65 and to convey the same to the condominium.

(5) The Owner shall provide a brief information kit and "stewardship provisions", in a form satisfactory to both the Municipality and the Owner, and to be the top page or pages of any information package provided to prospective purchasers of lots on the Plan with Offers of Purchase and Sale. The stewardship provisions shall include a summary of the environmental issues and protection measures that shall apply to individual properties, including the provision of potable water, sewage treatment, storm water management, the protection of Limerick Lake and St. Ola Lake, and tree and vegetation conservation, as recommended by Michalski Nielsen Associates, and generally as identified in the Michalski Nielsen Associates reports. (Environmental Evaluation, June, 199, revised to September, 1996, and Evaluation of Environmental Protection Area, May 2007, revised to July, 2007). The information kit shall include information items on municipal services including roads, fire protection, waste disposal and other municipal services.

(6) The streets on the Plan shall be named to the satisfaction of the Municipality.

(7) Any open sides of road blocks created by the Plan shall terminate in 0.3 metre reserves, which shall be conveyed to the Municipality and held in trust by the Municipality until required for future road allowances or the development of adjacent lands; (The Municipality shall provide a blanket permission to cross such reserves by foot, non-motorized vehicles and snowmobiles and other off-road vehicles especially where access is required for trails or pathways. The purpose of such reserves is to protect municipal interests in the event that the roads pass into municipal ownership.)

(8) The zoning by-law of the Municipality as it applies to the Subdivision Lands shall be amended to conform to the following:

(a) all Open Space areas shall remain natural except where specified to allow for the lakeshore recreational facilities (and associated driveway, walkway and parking) or trails and pathways; and

(b) all lots will front on corporately owned and maintained roads which will be constructed to the standards set out in this Agreement; and

(c) whenever possible, the zoning by-law amendment will be consistent with the current general Zoning By-Law of the Municipality;

(d) all lots will have minimum lot areas no less than what was applied for in 1996, with the exception of Lots 55 to 60, 113 to 116, and 119 to 135, which will have minimum lot areas of not less than 4000 square metres (one acre);

(e) setbacks and maximum lot development areas will be established to minimize tree cutting and disturbance of the mature vegetative cover with in the lots; revisions to the current general zoning by-law shall not be more restrictive than those contained in By-Law No. 7-77.
season residential lots will reflect the limited service seasonal residential provisions of the Official Plan of the County of Hastings; (it is understood that docks may be zoned by zoning the bed of the lake, and that individual sewage disposal systems are considered buildings under the Ontario Building Code and should be considered structures under the zoning by-law);

(9) The following statements will be included in all Offers of Purchase and Sale or Lease Agreements relating to lots on the plan:

(a) Lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the appropriate approval authority in accordance with regulations under the Environmental Protection Act and the Building Code Act; and

(b) Documents, reports and manuals prepared for the Plan will be made available to the lot purchasers as a guide to development; and

(c) Water supply systems shall be located and constructed prior to issuance of a building permit for a particular lot in accordance with the recommendations of the 1991 Site Investigations Services Limited hydrogeological report and the approved lot development plan (See paragraph 14 of this Agreement). Any deviation from such plan must be approved by the Municipality and will require a revised engineer’s site plan. Water supply systems shall conform with the Ontario Drinking Water Objectives and shall have a minimum flow rate of 3.5 gallons per minute over a two hour period; and

(d) Low yield wells may be encountered in the area and purchasers are advised that measures to increase yields may need to be taken; more than one well may need to be drilled and/or supplementary storage systems and associated devices may be required; and

(e) Treatment of the water may be required to reduce manganese and iron concentrations to acceptable levels; and

(f) Supervision of well construction is strongly recommended to ensure that water supply systems are constructed in accordance with the recommendations of the hydro-geological report referred to in paragraph (c) above. Failure to construct water supply systems according to the recommendations will likely result in unacceptable water quality; and

(g) Ground water source heat pumps have not been approved for use in any of the lots within this subdivision; and

(h) The approval of the Crowe Valley Conservation Authority will be required prior to the issuance of a building permit.

(10) The recreation centre in Block C shall be located in a minimum of 30 metres from the shoreline and the associated sewage treatment system will be located a minimum of 100 metres from the shoreline. The recreation centre will be no more than 60 sq. m. There will be no more than 10 parking spaces located near to and associated with the recreation centre. No parking space will be located closer to the lakeshore than the rear of the recreation centre. Each space will be designed to accommodate vehicles but not boat trailers. The parking will be adequately screened and landscaped with materials and vegetation which is in harmony with the surrounding natural environment.

(11) Obstructions (such as large boulders) shall be placed to prevent boat trailer access from the parking area to the shoreline.

(12) There shall be a maximum of 15 boat slips from a dock on Block C or the adjoining shore road allowance, as applicable.
(13) The Owner shall submit a detailed design study to determine feasibility and potential concerns for shoreline and near-shore alterations, which may include wetland construction and docking facilities. The detailed design study shall be submitted for review and approval of the Ministry of Natural Resources, the Federal Department of Fisheries and Oceans (or their delegate) and the Municipality. The study shall include a survey and inventory of fish habitat.

(14) Any flooded land or drowned land in Lake St. Ola, as shown on Plan M-65, owned by the Owner shall be conveyed to the Ministry of Natural Resources.

(15) The Owner shall carry out an archaeological resource assessment of the subject property and mitigate, through avoidance or documentation, adverse impacts to any significant archaeological resources found. No demolition, grading, filling or any form of soil disturbance shall take place on the subject lands prior to the issuance of a letter from the Ministry of Citizenship, Culture and Recreation to the Municipality indicating that all archaeological resource concerns have met licensing and resource conservation requirements.

(16) Prior to execution of this agreement by Municipality, the Owner's hydrogeological consultant shall confirm to the satisfaction of the Ministry of the Environment, with notice to the Municipality, that the four (4) test wells have been constructed in accordance with O. Reg. 903 particularly as it relates to grouting of the annular seals.

(17) Prior to execution of this agreement by the Municipality, the Owner's hydrogeological consultant shall determine whether the bacteria problem as identified in the 1991 Site Investigations Services Limited Report may be related to improper grouting or other well construction issues and whether these bacteria are being introduced from past or present service sources. Such information is to be provided to the Ministry of the Environment and the Municipality. Should there be a determination that the bacteria problem exists then it shall be remedied in a manner and with results satisfactory to the Ministry of the Environment.

(18) Prior to execution of this agreement by the Municipality, the Owner's hydrogeological consultant shall satisfy the Ministry of the Environment, with notice to the Municipality, whether well TW-2 is suitable for conversion to domestic use or have been abandoned in accordance with O. Reg. 903. Should on-site well EW-1 be located during the course of the development of the subdivision, the Owner shall either satisfy the Ministry of the Environment, with notice to the Municipality that EW-1 is suitable for conversion to domestic use, or that EW-1 has been abandoned in accordance with the applicable regulations in place when EW-1 is located. The Owner shall post security in the subdivision agreement to be in effect for a reasonable duration to guarantee completion of the abandonment.

(19) Prior to execution of this agreement by the Municipality, the Owner shall conduct a study of the required rehabilitation of the wetland and road right of way and shall formulate a rehabilitation plan acceptable to the Municipality, the County of Hastings and the Owner. The Owner agrees to implement such rehabilitation plan prior to June 15, 2009. By executing this Agreement, the Municipality acknowledges that it has inspected the implementation of the rehabilitation plan and is satisfied with its implementation.

[The rest of this page has been left intentionally blank]
IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the corporate parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of:

<table>
<thead>
<tr>
<th>Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

SIGNED, SEALED AND DELIVERED in the presence of:

<table>
<thead>
<tr>
<th>Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

THE CORPORATION OF THE TOWNSHIP OF LIMERICK

Per: [Signature]
Name: [Name]
Title: [Title]

THE TRIDENT MEMBERS INC.

Per: [Signature]
Name: [Name]
Title: [Title]

THIS AGREEMENT has been authorized and approved by By-Law No. ___ of the Corporation of the Township of Limerick passed the ___ day of ______, 20__

Clerk-Treasurer
Schedule "B"

Draft Plan of Subdivision
SCHEDULE "C"

EASEMENT TO BE CONVEYED

An easement in favour of the owners from time to time of the parcels listed below over the private roads for the purpose of access to existing properties in Lots 12 and 13, Concession 5, Township of Limerick, County of Hastings.

PIN 40107-0054
PIN 40107-0055
PIN 40107-0056
PIN 40107-0057
PIN 40107-0059
PIN 40107-0060
PIN 40107-0061
PIN 40107-0062
PIN 40107-0063
PIN 40107-0064
PIN 40107-0065
Schedule “D”
Lands to be conveyed

0.3 m reserves to be conveyed to Municipality:
Blocks 116 - 133
Schedule "E"

Works

Clearing and Grubbing Roads
Grading Roads
Finishing Roads with Gravel
Installation of 450 mm CSP culverts
Erosion Control
Construct Community Facility (includes docks and beach)
Schedule "F"
Services and Utilities

Bell Canada

Hydro One
The Owner’s Engineer shall be registered by and in good standing with the Professional Engineers of Ontario (PEO) and possess a current Certificate of Authorization issued by said PEO to provide the engineering design, stamped engineering drawings and specifications suitable for the construction of the Works.

The Owner shall retain the services of the Engineer throughout the process of construction and installation of the Works.

The Owner’s Engineer shall provide Cost Estimates, (Schedules J-1 and J-2) for the proposed works for approval by the Municipal Engineer as prior to the execution of the Agreement. For subsequent phases of the development, the Owner’s Engineer shall prepare an updated Cost Estimate for approval by the Municipal Engineer, prior to the lifting of the Inhibiting Order to permit construction of the Works and Utilities on that phase.

The Owner’s Engineer shall supply the Municipality with stamped engineering drawings on mylar media and in digital format detailing all the Works and Utilities as constructed and installed for each Phase prior to the commencement of any work in subsequent Phases.
The Owner shall be required to comply with the following engineering standards:

OPSD 202.010, Rev 1  Slope Flattening Using Excess Material on Earth or Rock Embankment
OPSD 202.020, Rev 1  Drainage Gap for Slope Flattening on Rock or Granular Embankment
OPSD 203.010 Rev 2  Embankments Over Swamp, New Construction
OPSD 203.040 Rev 2  Embankments Over Swamp at Pipe Culverts < 1500 mm
OPSD 204.010 Rev 2  Boulder Treatment, Cut Sections, Subgrade
OPSD 205.010 Rev 1  Transition Treatment Earth Cut to Earth Fill
OPSD 205.040 Rev 1  Transition Treatment Earth Fill to Rock Fill and Earth Fill to Granular Fill
OPSD 208.010 Rev 1  Benching of Earth Slopes
OPSD 210.070 Rev 1  Granular Sealing
OPSD 217.030 Rev 0  Minimum Vertical Clearances for Aerial Cable Systems
OPSD 217.060 Rev 1  Utility Pole Setting Depth at Ditch Locations
OPSD 219.180 Rev 1  Straw Bale Flow Check Dam
OPSD 219.190 Rev 1  Silt Fence Flow Check Dam
OPSD 219.210 / 211 Rev 1  Rock Flow Check Dam (V-Ditch, Flat Bottom Ditch)
OPSD 219.130 Rev 1  Silt Fence Barrier
OPSD 219.220 Rev 1  Excavated Sediment Trap in Ditch
OPSD 802.010 Rev 1  Flexible Pipe Embankment and Backfill Earth Excavation
OPSD 802.014 Rev 1  Flexible Pipe Embankment in Embankment Original Ground Earth or Rock
SCHEDULE "H" Cont'd

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPSD 803.030 Rev 1</td>
<td>Frost Treatment – Pipe Culverts, Frost Penetration Line Below Bedding Grade</td>
</tr>
<tr>
<td>OPSD 803.031 Rev 2</td>
<td>Frost Treatment – Pipe Culverts Frost Penetration Between top of Pipe and Bedding Grade</td>
</tr>
<tr>
<td>OPSD 805.10 Rev 0</td>
<td>Height of Fill Table – Round Corrugated Teel pipe and Structural Plate Corrugated Steel Pipe</td>
</tr>
<tr>
<td>OPSD 808.010</td>
<td>Pipe Protection Against Heavy Construction Equipment</td>
</tr>
<tr>
<td>OPSD 810.010 Rev 1</td>
<td>RipRap Treatment for Sewer and Culvert Outlets</td>
</tr>
</tbody>
</table>
LOT 13

CONCESSION III

ST. OLA LAKE
(FLOODED LAND)

TYPICAL LOT DRAINAGE

LOT 9

LOT 12

CONCESSION III

RURAL

EXISTING WETLAND

ELEVATION

BENCHMARKS

1. Limerick Estates Subdivision

2. Township of Limerick

LOT GRADING PLAN

LEGEND

- Existing Structure
- Proposed Structure
- Road
- Watercourse
- Proposed Drainage
- Proposed Roofing
- Proposed Fencing
- Proposed Signage
- Proposed Lighting
- Proposed Utilities

M.J. Davies LLP
PLANNING & ZONING

3064-018

I. E. G. D. TOOLS

2015-08-24
Schedule "J-1"
Cost Estimate for Phase 1

M.J. Davenport Associates Ltd.
Limerick Lake Estates Subdivision
Phase 98-D-3344
Form of Tender

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>19,450.00</td>
<td>$5.00</td>
<td>$97,250.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>11,350.00</td>
<td>$6.37</td>
<td>$72,299.50</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>45.0</td>
<td>$125.00</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Total Cost: $200,174.50
Schedule “J-2”
Cost Estimate for project

M.J. DAVENPORT ASSOCIATES LTD.
LIMERICK LAKE ESTATES SUBDIVISION
PHASE II
98-D-3344

FORM OF TENDER
October 1, 2009

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>CPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>9.300.0</td>
<td>$5.00</td>
<td>$46,500.00</td>
</tr>
<tr>
<td>3</td>
<td>CPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>10.300.0</td>
<td>$6.37</td>
<td>$65,611.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>30.0</td>
<td>$125.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control Fence</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Total Cost: $140,861.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>12,650.0</td>
<td>$5.00</td>
<td>$ 63,250.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>14,100.0</td>
<td>$6.37</td>
<td>$ 89,817.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>90.0</td>
<td>$125.00</td>
<td>$ 11,250.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>24,000</td>
<td>$ 24,000.00</td>
</tr>
</tbody>
</table>

**Total Cost:** $ 198,317.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 206</td>
<td>Clearing and Grubbing</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>6,005.0</td>
<td>$5.00</td>
<td>$30,025.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>6,650.0</td>
<td>$6.37</td>
<td>$42,360.50</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>30.0</td>
<td>$125.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>6</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Construct Community Facility</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Construct Dock and Boat Slips</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Construct Beach</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Cost:</td>
<td></td>
<td></td>
<td></td>
<td>$258,635.50</td>
</tr>
</tbody>
</table>

Total Cost: $258,635.50
SCHEDULE "K"

APPROVED FORM OF LETTER OF CREDIT

Name of Bank:

Date Issued:

Letter of Credit No.:

Amount:

ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS BEING ICC PUBLICATION UPC 500

TO:

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (bank name, address) ____________________________ for the account of (developer name) ____________________________ for the aggregate amount of (written amount) ( Canadian) ____________________________ available on demand.

PURSUANT TO THE REQUEST of our customer, (developer name) ____________________________ we the (bank name, address) ____________________________ hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim or our said customer, or objection by our said customer to payment by us. Partial drawings are permitted.

DEMAND shall be made by way of a letter signed by the Clerk of your Municipality under the corporation seal of the Municipality. Presentation shall be made to the (bank name) ____________________________ at (bank address) ____________________________.

We acknowledge that this letter of Credit relates to those works, utilities, services and financial obligations set out in an Agreement between (developer name) ____________________________ and (relating to the development of lands in legal description) ____________________________.

This Letter of Credit will continue in force up to (date) ____________________________ (subject to the condition hereinafter set out) ____________________________ and you may call upon payment of the full or any partial amount outstanding under this Letter of Credit at any time or times up to that date. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the aforementioned or any future expiration date hereof, unless thirty days prior to any such date we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewed for any additional period. After receipt by your of such notice, you may draw on this letter of Credit in full or in part.

DATED at ____________________________ , 2009.

(this day of ____________________________

(Name of Bank)

Authorized Signing Officer ____________________________ Authorized Signing Officer ____________________________
LIABILITY INSURANCE

The Owner shall maintain sufficient Public Liability Insurance and shall provide to the Township proof of such insurance at the time of signing this Agreement in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

(i) $2,000,000.00 primary limits (or primary plus excess liability coverage's equaling $2,000,000.00 or greater for both General Liability and owned Automobile Liability coverage) to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.

(ii) Certificates must provide for thirty (30) days notice to the Township in the event of cancellation or non-renewal of an insurance Policy or pertinent coverage.

(iii) Certificates to name the Corporation of the Township of Limerick as additional insured with respect to the work performed.

(iv) Certificates providing Proof of Environmental Impairment Liability will be required where applicable.
CONSTRUCTION SPECIFICATIONS (OPSS)

It shall be the Owner's responsibility to obtain current copies of the following Construction Specifications, Ontario Provincial Standard Specifications (OPSS) which shall form part of these specifications.

The Owner shall construct, install and maintain at his own expense the roads, temporary and permanent storm water management systems, lot grading and drainage, erosion controls, utilities and other related services itemized in Schedule "E" Works, within the Plan of Subdivision in accordance with current Ontario Provincial Standards (OPSS) and in accordance with current OPSD engineering drawings in Schedule "H". Please note that the OPSD drawings listed are not intended to be all inclusive and are subject to revision.

Ontario Provincial Standard Specifications (OPSS)

Division 2 – General Grading
201 Clearing, Close cut clearing, Grubbing, and Removal of Surface and Piled Boulders
206 Grading
209 Embankments Over Swamps
212 Borrow

Division 3 – Construction Specification – Pavement
301 Restoring Unpaved Roadway Surfaces
314 Untreated Granular Subbase, Base Granular Shoulder, and Stockpiling

Division 4 – Construction Specification for Drainage and Tunnels
421 Pipe Culvert Installation in Open Cut

Division 5 – Miscellaneous
501 Compacting
506 Dust Suppressants
511 RipRap, Rock Protection and Granular Sheeting
514 Trenching, Backfilling and Compacting
518 Control of Water From Dewatering Operations
565 Protection of Trees
570 Topsoil
572 Seed and Cover
577 Temporary erosion and Sedimentation Control Measures
June 3, 1999

Lycotech Inc.
28744 Highway 28
RR# 3
Bancroft, Ontario
KOL 1CO

ATTENTION: Mr. Lyle Ball, P.Eng.

Dear Mr. Ball,

Re: Limerick Lake Estates
Subdivision Road Standards and
External Road Improvements.

This letter will confirm our telephone discussion of last evening.
The following matters were discussed and agreement made on resolution as noted.

Subdivision Internal and Main Access Road Standards.

Standards for the design of internal roads are as follows:

- Lane width - 3.0 meters
- Shoulder width - 0.5 meters
- Surface type - loose top gravel
- Maximum gradient - 13%
- Culvert size - 450 mm (18") minimum diameter

Standards for the design of the subdivision main access road are as follows:

- Lane width - 3.0 meters
- Shoulder width - 1.0 meter
- Surface type - loose top gravel
- Maximum grad/lot - 13%
- Culvert size - 450 mm (18") minimum diameter

We are agreed that these standards are acceptable for the construction of the subdivision internal and main access roads.
External Subdivision Access Road Improvements

Spot improvements to St. Olaf Road and Limerick Lake Road that could reasonably be completed to improve visibility and safety for traffic include spot clearing on St. Olaf Road between Highway 61 and Limerick Lake Road, spot clearing over the entire length of Limerick Lake Road, spot vertical alignment improvement of crest curves, culvert curb frost trenching; ditching and frost heave excavation.

The estimated cost of the above noted improvements is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing</td>
<td>$10,000</td>
</tr>
<tr>
<td>Supply, haul, place and compact</td>
<td></td>
</tr>
<tr>
<td>Granular &quot;B&quot; gravel (vertical alignment improvements)</td>
<td>$35,000</td>
</tr>
<tr>
<td>Supply, haul, place and compact</td>
<td></td>
</tr>
<tr>
<td>Granular &quot;A&quot; gravel</td>
<td>$15,000</td>
</tr>
<tr>
<td>Culvert frost trenching, ditching and</td>
<td></td>
</tr>
<tr>
<td>minor excavation (from berms) and</td>
<td></td>
</tr>
<tr>
<td>minor drainage improvements</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$75,000</strong></td>
</tr>
</tbody>
</table>

Timing of the spot road improvements should be scheduled to coincide with the build out of the subdivision. The total improvement cost should be divided into thirds and budgeted to be spent on the spot improvements when the subdivision is one-third, two-thirds and fully built out (i.e. end of each phase).

The scope of the spot improvements should be determined by the township to realize the most effective improvement at the time of construction.

We are agreed on the above described scope of work and total cost of $75,000.

Cost Sharing Spot Improvement Costs

The total spot improvement cost as previously described will be shared between the Township and the developer on the basis of relative traffic volumes generated from the subdivision and existing on Township access roads as set out below.
Traffic volumes (AADT's) on St. Olga and Limerick Lake Roads are estimated to be 200 vehicles in 10 years. The estimated traffic volume generated by the Limerick Lake Estates (84 lots) at full build out (estimated in 10 years) is 64 vehicles. Assuming a 30/70 split in traffic using the north and south access roads to the subdivision, the increased traffic volume (AADT) on St. Olga and Limerick Lake Roads will be 32 vehicles.

Using the above noted traffic numbers the developer's share of the open improvement costs will be 12/200 x $75,000 = $45,000 and the Township share will be 164/200 x $75,000 = $59,000 (payable in one-third, equal installments of the end of each phase).

Construction Traffic Relevance to Individual Lot Development

Individual lot development will include the construction of private sewage systems. This construction will require the hauling of fill bed materials over St. Olga Road and the south end of Limerick Lake Road. With the phased development of individual lots over 10 years and the timing of construction work in summer and fall seasons, no detrimental impact on the condition of Township roads is expected.

We agree that individual lot development and the construction traffic on Township roads will not have any detrimental impact on Township roads.

Mr. Ball, the foregoing represents my understanding of the issues we discussed and our agreement on their resolution. If you concur with the contents of this letter please acknowledge by signing at the place indicated below.

Respectfully submitted,

THE GREEK GALLOWAY GROUP INC.
ENGINEERS AND PLANNERS

[Signature]

Mr. Ball, the foregoing letter represents my understanding of the discussion between Mr. Pinder and myself and I concur with the points of agreement noted in the letter.

[Signature]

Lyle Ball
Lyons, Inc.
Schedule "C"
Beach Site Area Plan

Notes:
- No sand or other material to be placed below high water line to create beach.
- Coarse sand to be used to restore original grade on portion of beach above high water line (after removal of existing cottage, vegetation and debris).
- Main dock to be pile supported, with foaling slips.
- All in-water works subject to final review and acceptance by DFO (with input from MNRF). Any modifications required by DFO to be included in final design.
- Bark chip pathway to be routed to minimize removal of trees of 15cm or larger diameter.
- Shore facilities leaching bed to be located in either the Option A or Option B envelope (approximate), depending on which has the best subsurface soil conditions. In either case, this is to be located a minimum 100m back from the lake, with pre-treatment rough phosphorus removal system.

LIMERICK LAKE

FIGURE 1
PRELIMINARY SITE PLAN OF RECREATION CENTRE, DOCK, AND PARKING AREA
LIMERICK LAKE ESTATES

<table>
<thead>
<tr>
<th>SCALE</th>
<th>PROJECT NO.</th>
<th>DATE INITIATED</th>
<th>BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:1500</td>
<td>3689</td>
<td>August, 2000</td>
<td>CS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO.</th>
<th>DATE</th>
<th>REVISIONS</th>
<th>BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>06Oa022</td>
<td>Additions to fig. 1 text rev</td>
<td>CS</td>
</tr>
</tbody>
</table>

Michalski Nielsen
LOT PHASING PLAN

June 6, 2008

PHASES
Phase 1 - 30 Lots
Phase 2 - 30 Lots
Phase 3 - 22 Lots
Phase 4 - 28 Lots
Total - 110 Lots

Lot Phasing Plan

Schedule "P"
June 5, 2008

Bernice Crocker, Clerk Treasurer
Township of Limerick
89 Limerick Lake Road, RR2
Gilmour, ON KOI IW0

Rick Hunter, Planning Consultant
Planscape
104 Kimberley Avenue
Bracebridge, ON P1L 1B8

Re: Limerick Lake Estates Road Proposed Street Names

Dear Bernice/Mr. Hunter;

I’ve reviewed the correspondence forwarded to me by Rick Hunter of Planscape this week regarding the naming of roads for the Limerick Lake Estates development.

As you requested, the most current proposed road names were cross-referenced with the Hastings / Quinte 9-1-1 Road Name database.

There were no similarities found for the following proposed names and therefore, these are acceptable names under the County of Hastings 911 Road Naming Protocol:

Windmere Drive
Ermine Lane
Royal Drive
Grandview Court
Pheasant Lane
Fawn Court
Poole Lane
Berson Lane
Impala Court

If you have any questions please feel free to contact me at the County of Hastings Planning office.

Nick Januvn
GIS Coordinator
County of Hastings
januvn@hastingscounty.com
SCHEDULE "D"
Lands to be conveyed

None
SCHEDULE "E"

EASEMENT TO BE CONVEYED

An easement in favour of the owners from time to time of the parcels listed below over the private roads for the purpose of access to existing properties in Lots 12 and 13, Concession 5, Township of Limerick, County of Hastings.

PIN 40107-0054
PIN 40107-0055
PIN 40107-0056
PIN 40107-0057
PIN 40107-0059
PIN 40107-0060
PIN 40107-0061
PIN 40107-0062
PIN 40107-0063
PIN 40107-0064
PIN 40107-0065
Schedule “F”

Works

Clearing and Grubbing Roads
Grading Roads
Finishing Roads with Gravel
Installation of 450 mm CSP culverts
Erosion Control
Construct Community Facility (includes docks and beach)
June 3, 1999

Lycotech Inc.,
28744 Highway 28
RR# 3
Bancroft, Ontario
KOL 1CO

ATTENTION: Mr. Lyle Ball, P.Eng.

Dear Mr. Ball

Re: Limerick Lake Estates
Subdivision Road Standards and
External Road Improvements.

This letter will confirm our telephone discussion of last evening.

The following matters were discussed and agreement made on resolution as noted:

Subdivision Internal and Main Access Road Standards.

Standards for the design of internal roads are as follows:

- Lane width: 3.0 meters
- Shoulder width: 0.5 meters
- Surface type: Loose top gravel
- Maximum gradient: 13%
- Culvert size: 450 mm (18") minimum diameter

Standards for the design of the subdivision main access road are as follows:

- Lane width: 3.0 meters
- Shoulder width: 1.0 meter
- Surface type: Loose top gravel
- Maximum gradient: 13%
- Culvert size: 450 mm (18") minimum diameter

We are agreed that these standards are acceptable for the construction of the subdivision internal and main access roads.
**External Subdivision Access Road Improvements**

Spot improvements to St. Ola Road and Limerick Lake Road that could reasonably be completed to improve visibility and safety for traffic include spot clearing on St. Ola Road between Highway 62 and Limerick Lake Road, spot clearing over the entire length of Limerick Lake Road, spot vertical alignment improvement of crest curves, centerline culvert front trimming, ditching, and frost heave excavation.

The estimated cost of the above spot improvements is as follows:

- **Clearing**
  - $12,000

- **Supply, haul, place and compact Gravel “B” gravel (vertical alignment improvements)**
  - $35,000

- **Supply, haul, place and compact Gravel “A” gravel**
  - $15,000

- **Culvert front trimming, ditching and minor excavation (frost heaves) and minor drainage improvements**
  - $15,000

**Total Cost**

- $75,000

Timing of the spot road improvements should be scheduled to coincide with the build out of the subdivision. The total improvement cost should be divided into thirds and budgeted to be spent on the spot improvements when the subdivision is one-third, two-thirds and fully built out (i.e., end of each phase).

The scope of the spot improvements should be determined by the township to realize the most effective improvement at the time of construction.

We are agreed on the above described scope of work and total cost of $75,000.

**Cost Sharing Spot Improvement Costs**

The total spot improvement cost as previously described will be shared between the Township and the developer. The developer will be charged on the basis of relative traffic volumes generated from the subdivision and existing on Township access roads as set out below.
Traffic volumes (AADT's) on St. Ola and Limerick Lake Roads are estimated to be 200 vehicles in 10 years. The estimated traffic volume generated by the Limerick Lake Estates (81 lots) at full build out (estimated at 10 years) is 64 vehicles. Assuming a 50/50 split in traffic using the north and south access roads to the subdivision, the increased traffic volume (AADT) on St. Ola and Limerick Lake Roads will be 32 vehicles.

Using the above noted traffic numbers the developer's share of the spot improvement costs will be 32/200 x $25,000 = $2,000 and the Township share will be 192/200 x $75,000 = $30,000 (payable in one-third, equal installments of the end of each phase).

Construction Traffic Related to Individual Lot Development

Individual lot development will include the construction of private sewage systems. This construction will require the paving of the bed materials over St. Ola Road and the south end of Limerick Lake Road. With the phased development of individual lots over 10 years and the timing of construction work in summer and fall seasons, no detrimental impact on the condition of Township roads is expected.

We agree that individual lot development and the construction traffic on Township roads will not have any detrimental impact on Township roads.

Mr. Ball, the foregoing represents my understanding of the issues we discussed and our agreement on their resolution. If you concur with the contents of this letter please so acknowledge by signing at the place indicated below.

Respectfully submitted,

THE GEEHR GALLOWAY GROUP INC.
ENGINEERS AND PLANNERS

[Signature]
B. F. Findor, P.Eng.

The foregoing letter represents my understanding of the discussion between Mr. Findor and myself and I concur with the points of agreement noted in the letter.

[Signature]
Lyle Ball, P.Eng.
Lycowech Inc.
Schedule “H”

Progress and Completion Timetable

- Clearing and Grubbing Roads – Completion by October 31, 2010
- Grading Roads – Completion by November 15, 2010
- Finishing Roads with Gravel – Completion at the end of Phase I
- Installation of 450 mm CSP culverts – Completion by November 15, 2010
- Erosion Control – Completion by October 31, 2010

*** Note: This timetable relates only to the Works for Phase I. A similar timetable for each subsequent phase shall be provided to the Municipality prior to the commencement of any work on such Phase.
Schedule "I"
Beach Area Site Plan

Notes:
- Top soild or other material to be placed below high water line to create beach.
- Corree sand to be used to restore original grade on portion of beach above high water line (after removal of existing cottage, vegetation and debris).
- Main door to be pile supported, with floating slats.
- All in-water works subject to final review and acceptance by DFO (with input from MNR). Any modifications required by DFO to be included in final design.
- Bark chip pathways to be routed to minimize removal of trees of 75cm or larger diameter.
- Shore facilities leaching bed to be located in either the Option A or Option B or both (approximately), depending on which has the best subsurface soil conditions. In either case, this is to be located a minimum 100m from the lake, with pre-treatment through Phosphaec webosan removal system.

FIGURE 1
PRELIMINARY SITE PLAN OF RECREATION CENTRE, DOCK, AND PARKING AREA
LIMERICK LAKE ESTATES

SCALE

MNR identified spawning site approximately 750m northeast of proposed beach

Beach Area (30m maximum width, 10m maximum depth above high water mark)

Docking Facility (5 Slips)
(no boat launching facilities)

Cement Lane

Gravel Lane

Gravel Parking Area

Pedestrian Path (bark chippings - up to 5m width)

On Property

Shore Facilities Leaching Bed Option A

Shore Facilities Leaching Bed Option B

Drop Off/Pick Up Area

Sand barrier and grading areas

30m Setback

100m Setback

SCALE PROJECT NO. DATE INITIATED BY
1 1:500 3659 August 2000 CB

NO. DATE REVIEWSHES BY
1 05022023 Additions to map & text rev. CB
## INDEX

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Heading</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certification of Ownership and Encumbrances</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Plan of Subdivision</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Payment of Taxes and Other Charges</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Grants of Easements</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Conveyances of Reserves and Other Lands</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Cash in Lieu of Parkland Dedication</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Preparation and Registration of Documents</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Works Required</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Utilities Required</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Owner's Engineer</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>Design of Works and Utilities</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>Phasing of Works and Utilities</td>
<td>3</td>
</tr>
<tr>
<td>13</td>
<td>Approved Working Drawings</td>
<td>3</td>
</tr>
<tr>
<td>14</td>
<td>Storm water Management, Grading and Drainage, Erosion Control Plans</td>
<td>3</td>
</tr>
<tr>
<td>15</td>
<td>Lot Grading and Drainage</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>Approval of Schedule of Work</td>
<td>4</td>
</tr>
<tr>
<td>17</td>
<td>Cost Estimates</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>Performance Guarantee</td>
<td>5</td>
</tr>
<tr>
<td>19</td>
<td>Use of Performance Guarantee</td>
<td>5</td>
</tr>
<tr>
<td>20</td>
<td>Construction Liens</td>
<td>5</td>
</tr>
<tr>
<td>21</td>
<td>Indemnification</td>
<td>5</td>
</tr>
<tr>
<td>22</td>
<td>Insurance</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Approval of Contractor</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Approval of Contractor</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Requirements for Authorization to Commence Works</td>
<td>6</td>
</tr>
<tr>
<td>25</td>
<td>Provisions for Construction and Installation</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>Sequence of Construction and Installation</td>
<td>7</td>
</tr>
<tr>
<td>27</td>
<td>Deleted</td>
<td>7</td>
</tr>
<tr>
<td>28</td>
<td>Incomplete or Faulty Work</td>
<td>7</td>
</tr>
<tr>
<td>29</td>
<td>Entry for Emergency Repairs</td>
<td>8</td>
</tr>
<tr>
<td>30</td>
<td>Damage or Relocation of Existing Service</td>
<td>8</td>
</tr>
<tr>
<td>31</td>
<td>Use of Works by Municipality</td>
<td>8</td>
</tr>
<tr>
<td>32</td>
<td>Requirements for Building Permits</td>
<td>9</td>
</tr>
<tr>
<td>33</td>
<td>Liability of Owner</td>
<td>9</td>
</tr>
<tr>
<td>34</td>
<td>Requirements for Authorization to Occupy</td>
<td>10</td>
</tr>
<tr>
<td>35</td>
<td>Ownership of Road, Blocks and Facilities</td>
<td>10</td>
</tr>
<tr>
<td>36</td>
<td>Completion Time for Construction and Installation</td>
<td>10</td>
</tr>
<tr>
<td>37</td>
<td>Requirements for Certificate of Completion</td>
<td>10</td>
</tr>
<tr>
<td>38</td>
<td>Requirements for Release of Performance Guarantee</td>
<td>11</td>
</tr>
<tr>
<td>39</td>
<td>Period of Required Maintenance of Works</td>
<td>12</td>
</tr>
<tr>
<td>40</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>41</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>42</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>43</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>44</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>45</td>
<td>Deleted</td>
<td>12</td>
</tr>
<tr>
<td>46</td>
<td>Requirements for Authorization of Subsequent Phases</td>
<td>12</td>
</tr>
<tr>
<td>47</td>
<td>Subordination of Owner’s and Mortgagee’s Interests</td>
<td>12</td>
</tr>
<tr>
<td>48</td>
<td>Payment of Municipal Costs</td>
<td>12</td>
</tr>
<tr>
<td>49</td>
<td>Unpaid Charges</td>
<td>12</td>
</tr>
<tr>
<td>50</td>
<td>Notice</td>
<td>12</td>
</tr>
<tr>
<td>51</td>
<td>Registration of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>52</td>
<td>Cancellation of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>53</td>
<td>Renegotiation of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>54</td>
<td>No Assignment of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>55</td>
<td>Headings</td>
<td>13</td>
</tr>
<tr>
<td>No Waiver</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Time of Essence</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Severability</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Planning Act</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Weed Control and Removal of Debris</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Street Signs</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Amending Agreement</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Estoppel</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Governing Law</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Gender</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Successors</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Schedules to Agreement</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Restrictions on Conveyance of Lands</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Special Provisions</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

**Schedules**

<table>
<thead>
<tr>
<th>Letter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Legal Description of Subdivision Lands</td>
</tr>
<tr>
<td>B</td>
<td>Draft plan of subdivision</td>
</tr>
<tr>
<td>C</td>
<td>Easements to be conveyed</td>
</tr>
<tr>
<td>D</td>
<td>Lands to be conveyed</td>
</tr>
<tr>
<td>E</td>
<td>Works</td>
</tr>
<tr>
<td>F</td>
<td>Services and Utilities</td>
</tr>
<tr>
<td>G</td>
<td>Owner's Engineer's Duties</td>
</tr>
<tr>
<td>H</td>
<td>Engineering Standards</td>
</tr>
<tr>
<td>I-1</td>
<td>Storm water Management Plan</td>
</tr>
<tr>
<td>I-2</td>
<td>Grading and Drainage Plan</td>
</tr>
<tr>
<td>I-3</td>
<td>Erosion Control Plan</td>
</tr>
<tr>
<td>J-1</td>
<td>Cost Estimate - Phase 1</td>
</tr>
<tr>
<td>J-2</td>
<td>Cost Estimate - remainder of subdivision lands</td>
</tr>
<tr>
<td>K</td>
<td>Standard Form of Letter of Credit</td>
</tr>
<tr>
<td>L</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>M</td>
<td>Regulations for construction</td>
</tr>
<tr>
<td>N</td>
<td>June 3 1999 Letter from Greer Galloway Group Inc.</td>
</tr>
<tr>
<td>O</td>
<td>Beach Site Area Plan</td>
</tr>
<tr>
<td>P</td>
<td>Lot Phasing Plan</td>
</tr>
<tr>
<td>Q</td>
<td>Approved Street Names</td>
</tr>
</tbody>
</table>
BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LIMERICK
(hereinafter called the "Municipality")

Party of the FIRST PART

- and -

THE TRIDENT MEMBERS INC., a corporation incorporated under
the laws of the Province of Ontario
(hereinafter called the "Owner")

Party of the SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" hereto
and are hereinafter called the "Subdivision Lands";

AND WHEREAS the Owner has received approval from the Ontario Municipal Board
for a 110 lot plan of subdivision for the Subdivision Lands;

AND WHEREAS to comply with one or more of the conditions for such approval the
Owner has agreed to enter into this Agreement with the Municipality;

AND WHEREAS in this Agreement, "Municipal Engineer" means the engineering
representative appointed from time to time by the Municipality;

NOW THEREFORE in consideration of the mutual agreements, covenants and
promises herein contained, and other good and valuable consideration, (the receipt and
sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as
follows:

CERTIFICATION OF OWNERSHIP AND ENCUMBRANCES

1. The Owner hereby warrants that it is the sole registered owner of the Subdivision
Lands, that it has full authority to enter into this Agreement. The Owner shall, at the time of
execution of this Agreement by the Owner and again upon registration of the Plan, provide
the Municipality with a letter, directed to the Municipality and signed by an Ontario solicitor in
good standing, certifying that the Owner is the sole registered owner of the Subdivision Lands,
and has full authority to enter into this Agreement and setting out all encumbrances affecting
the Subdivision Lands. The Owner shall, prior to registration of the Plan, provide a duly
executed Postponement of Charge in respect of each encumbrance on the Subdivision
Lands, postponing such encumbrance in favour of this Agreement.

PLAN OF SUBDIVISION

2. This Agreement is in respect of a plan of subdivision attached hereto as Schedule "B"
(hereinafter called the "Plan") creating 110 limited service seasonal residential lots, to be
developed in four (4) phases, and containing the following blocks:

- Blocks 111-115;

The Owner warrants and covenants that the Plan has been prepared for the Subdivision
Lands by a licensed Ontario Land Surveyor, is the plan which has been given draft approval
by the Ontario Municipal Board, and contains all approved amendments to the draft Plan. At
the time of registration of this Agreement, Schedule "B" shall be replaced by a written
description of the Subdivision Lands referring to all lots, blocks, streets, etc. described in
accordance with the Plan as registered.
PAYMENT OF TAXES AND OTHER CHARGES

3. The Owner shall, at the time of execution of this Agreement by the Owner, pay all municipal taxes and local improvement charges, if any, outstanding against the Subdivision Lands. The Owner further undertakes and agrees to continue to pay all taxes levied on the Subdivision Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

GRANTS OF EASEMENTS

4. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver the grants of easements set out in Schedule "C" hereto, free and clear of all mortgages, liens, charges and encumbrances. If, subsequent to the registration of the Plan, further easements are required in the opinion of the Municipal Engineer for utilities or drainage, the Owner agrees to grant such easements forthwith upon demand at no expense to the Municipality.

CONVEYANCE OF RESERVES

5. The Owner shall, at the time of execution of this Agreement by the Owner, execute and deliver to the Municipality deeds or transfers sufficient to vest in the Municipality absolute title in fee simple, free and clear of all mortgages, liens, charges, encumbrances and/or easements, the lands described in Schedule "D" hereto.

CASH IN LIEU OF PARKLAND

6. In addition to the other requirements of this Agreement, the Owner covenants and agrees to pay to the Municipality prior to the execution of this Agreement by the Municipality the sum of EIGHT THOUSAND DOLLARS ($8,000.00) in lieu of parkland dedication.

PREPARATION AND REGISTRATION OF DOCUMENTS

7. All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense, shall be approved by the Municipality's solicitor prior to execution and registration, and shall be deposited with the Clerk of the Municipality prior to execution of this Agreement by the Municipality. The registered number of the Plan shall be left blank in the description in each document to be registered so that such number may be inserted after the Plan has been registered.

WORKS REQUIRED

8. The Owner shall be responsible, at its own expense, for the design, construction, installation and maintenance of the works, services and facilities described in Schedule "E" hereto, and hereinafter called the "Works". The Works shall include, without limitation, the off-site roads improvements identified on Schedule "N" attached hereto. The Owner shall commence with the construction and installation of the Works within twelve (12) months of the date of this Agreement and diligently proceed with such construction and installation so as to be fully complete and installed within three (3) years of the date of this Agreement.

UTILITIES REQUIRED

9. The Owner shall be responsible, at its own expense, for making design and installation arrangements with the appropriate corporation or authority for the services and facilities set out in Schedule "F" attached hereto and hereinafter called the "Utilities". The Owner shall be responsible for all costs of Utilities required for the Subdivision Lands. The Owner shall commence with the construction and installation of the Utilities within twelve (12) months of the date of this Agreement and diligently proceed with such construction and installation so as to be fully complete and installed within three (3) years of the date of this Agreement.

Prior to execution of this Agreement by the Municipality, the Owner shall agree in writing, in wording satisfactory to Hydro One Networks Inc. or its successor that:

(a) all electrical requirements be provided to the satisfaction of Hydro One or its successor; and
the Owner will be responsible for all costs of any revisions to Hydro One or its successor facilities necessary to accommodate the Plan, and all costs of supplying an electrical distribution system to and within the Plan of Subdivision.

**OWNER'S ENGINEER**

10. The Owner shall retain a Professional Engineer, or firm of Professional Engineers, registered by and in good standing with the Association of Professional Engineers of Ontario (possessing a current Certificate of Authorization issued by the said Association) and hereinafter called the "Owner's Engineer", for the other purposes as set out in Schedule "G" hereto and for the other purposes required by this Agreement. The Owner agrees to continue to retain the services of a Professional Engineer until the Municipal Engineer has certified the Works and Utilities provided for in this Agreement to be complete.

**DESIGN OF WORKS AND UTILITIES**

11. The Owner agrees that the design and installation of all of the Works and Utilities shall strictly comply with the Municipality's engineering standards as set out in Schedule "H" hereto. It is hereby agreed that any changes to the aforesaid standards must receive the prior written approval of the Municipal Engineer.

**PHASING OF WORKS AND UTILITIES**

12. The Works and Utilities shall be constructed in phases of not more than 30 lots per phase. The first phase (hereinafter called "Phase I") shall consist of the Works and Utilities associated with Lots 1 to 4 inclusive, 17-27 inclusive, 38 to 43 inclusive, and 74 to 82 inclusive. Subsequent phases shall be as set out on the Lot Phasing Plan attached hereto as Schedule "P". In order to ensure that no lots in any subsequent phase are sold until the Owner has complied with this Agreement, the Owner agrees with the provisions, agreements and restrictions described in paragraph 68 of this Agreement. All phases will be developed with lots in reasonable proximity to one another.

**APPROVED WORKING DRAWINGS**

13. The Owner shall, prior to the execution of this Agreement, have received the written approval of the Municipal Engineer for all drawings of all of the Works and Utilities hereinafter called the "Approved Working Drawings". If, in the opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of the execution of this Agreement, the Approved Working Drawings shall be resubmitted to the Municipal Engineer for review, revision and further approval. Approval of the Approved Working Drawings by the Municipal Engineer shall not absolve the Owner of the responsibility for all errors and/or omissions with respect to such drawings.

**STORM WATER MANAGEMENT/GRADING & DRAINAGE/EROSION CONTROL PLANS**

14. (1) Storm water Management - The Owner shall, at the time of the execution of this Agreement by the Municipality, have the written approval of the Ministry of Environment and the Municipal Engineer to the detailed storm water management plan hereinafter called the "Storm water Management Plan" attached hereto as Schedule "I-1". The Storm water Management Plan shall incorporate all necessary measures, on a lot by lot basis, to enhance the quality of storm water discharge, to maximize infiltration opportunities and to control erosion and sedimentation during and after construction. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Storm Water Management Plan shall be resubmitted to the foregoing parties for review, revision and further approval. All required storm water management facilities for any phase of the Plan shall be as approved by Municipal Engineer and must be in place prior to construction of any residential structure on any lot. Prior to the issuance of a building permit for any lot on the Plan, a qualified professional acceptable to Municipality shall certify in writing that the storm water management facilities required by this agreement have been completed in accordance with the plans, reports and inspections approved by such Authority. The Owner shall implement a post-development stormwater runoff sampling and monitoring program to the satisfaction of the Municipality.
(2) Grading and Drainage Plan - The Owner shall, at the time of the execution of this Agreement by the Municipality, have the written approval of the Ministry of Environment and the Municipal Engineer to the site grading, drainage and lot development plan, hereinafter called the "Grading and Drainage Plan", attached hereto as Schedule "I-2". The Grading and Drainage Plan shall:

(a) show all dwelling, sewage system and well envelopes and their respective separation distances and shall be of sufficient detail to establish that each lot can accommodate an individual on-site sewage disposal system (septic system) that conforms to the requirements of The Ontario Building Code;

(b) provide details of the B Horizon soils to be used for the construction of the tile field; and

(c) provide for the proper drainage of the Subdivision Lands and the drainage of all adjacent lands that drain through the Subdivision Lands.

The Owner shall construct all Works and Utilities in such a manner that no damage shall result by reason of the drainage therefrom or in connection therewith to persons or to adjacent lands. In the event that drainage problems occur the Owner agrees to correct the drainage problems by such regrading and/or construction of swales or other appurtenances as may be necessary in the opinion of the Municipal Engineer. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Grading and Drainage Plan shall be resubmitted to the foregoing parties for review, revision and further approval.

(3) Erosion Control Plan - The Owner shall, at the time of the execution of this Agreement by the Municipality, and prior to any grading or construction on the Subdivision Lands, have the written approval of the Municipal Engineer to the erosion control plan, hereinafter called the "Erosion Control Plan", attached hereto as Schedule "I-3". The Erosion Control Plan shall detail how erosion and siltation and their effect will be minimized both during and following construction. During construction of the Works and Utilities the Owner shall upon request of the Municipal Engineer, take such additional erosion control measures and construct such erosion control works as the Municipal Engineer may require. If in the sole opinion of the Municipal Engineer, no substantial construction of the Works and Utilities has commenced within twelve (12) months of the date of execution of this Agreement, the Erosion Control Plan shall be resubmitted to the foregoing parties for review, revision and further approval.

LOT GRADING AND DRAINAGE

15. All lots and blocks within the Plan shall be graded, at no expense to the Municipality, to drain in accordance with the provisions of this Agreement and the approved Grading and Drainage Plan. If in the opinion of the Municipal Engineer, any person is not conforming or has not conformed with the Grading and Drainage Plan, the Municipal Engineer may issue an "Order to Comply" specifying what changes, alterations, or corrections such person is required to make. Failure to make such changes, alterations or corrections forthwith upon demand, or within a period of time prescribed by the Municipal Engineer, shall entitle the Municipality to enter upon any such lots(s) and/or block(s) within the Subdivision Lands to take whatever steps the Municipality considers necessary to correct the grading of any such lot and/or block at the expense of the owner of such lot(s) and/or block(s) at the time of such entry. No person shall change the grade of any lot or block on the Plan contrary to the provisions of this Agreement without the prior approval of the Municipal Engineer.

APPROVAL OF SCHEDULE OF WORK

16. The Owner shall, prior to the issuance of any Authorization to Commence Works as provided herein, have received the written approval of the Municipal Engineer of a schedule, hereinafter called the "Schedule of Work", which sets out the timing sequence in which the Owner proposes to construct and install all of the Works and Utilities.
COST ESTIMATES

17. The estimated cost of construction and installation of all Works and Utilities hereinafter called the "Cost Estimate", shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement and shall be included as Schedule "J" to this Agreement. Schedule "J" is divided into two (2) parts, namely Schedule "J-1" and Schedule "J-2". Schedule J-1 contains an estimate of costs for the Works and Utilities to be constructed in Phase I. Schedule "J-2" contains an estimate of costs for the remainder of the Works and Utilities to be constructed on the Subdivision Lands.

PERFORMANCE GUARANTEE

18. In order to guarantee that the Works and Utilities in Phase I and subsequent phases be constructed and installed in accordance with the provisions of this Agreement, the Owner shall lodge with the Municipality a "Performance Guarantee" consisting of an irrevocable bank letter(s) of credit in the form attached hereto as Schedule "K" in the amount of One Hundred Percent (100%) of the Cost Estimate for the applicable phase. For Phase I, the applicable Cost Estimate is as shown on Schedule "J-1" to this Agreement and the Performance Guarantee shall be delivered to the Municipality prior to execution of this Agreement by the Municipality. For subsequent phases the applicable Cost Estimate shall be prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the lifting of the Inhibiting Order contemplated by paragraph 68 of this Agreement for the applicable phase, and provided that commencement of construction and installation of Works and Utilities for subsequent phases is subject to the provisions of paragraph 43 of this Agreement entitled "Requirements for Authorization of Subsequent Phases". The Owner covenants and agrees that each letter of credit shall be for a minimum term of one (1) year and shall provide that the Letter of Credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.

USE OF PERFORMANCE GUARANTEE

19. The Owner agrees that the Municipality may, in its sole discretion acting reasonably, at any time and from time to time, by resolution of the Municipal Council, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner:

(a) in any way makes or permits default in the Owner's obligations under this Agreement; or
(b) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction with or in any way relating to the construction and installation of the Works and/or Utilities or the other provisions of this Agreement.

The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

20. Deleted.

INDEMNIFICATION

21. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner undertaking the development of the Subdivision Lands, including without limitation any or all of the Works and Utilities, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality of any of its authorized agents, servants or employees.
INSURANCE

22. The Owner covenants and agrees to take out and maintain insurance in accordance with the provisions of Schedule "L" of this Agreement at least until the roads have been closed up and conveyed to the non-profit corporation or common elements condominium as contemplated by paragraph 69 of this Agreement and a Certificate of Completion has been issued by the Municipal Engineer as contemplated by paragraph 37 of this Agreement. The Owner shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may in its sole discretion pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants at its own expense to obtain and provide to the Municipality, prior to the commencement of construction or installation of any Works and Utilities related to any phase subsequent to Phase 1, a letter from the Owner's insurance company addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule "L" of this Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner's insurance company.

APPROVAL OF CONTRACTOR

23. The Owner agrees that any contractor employed by the Owner to construct, install and/or maintain any of the Works and/or Utilities shall be approved by the Municipal Engineer in writing prior to the contract being made. Such contract shall provide that the Municipal Engineer or the employees or agents of the Municipality, may, at any time, and from time to time, inspect the work of such contractor pertaining to the Subdivision Lands and shall have the power to stop any such work in the event that the work is being performed in a manner that is not satisfactory to the Municipal Engineer.

REQUIREMENTS FOR AUTHORIZATION TO COMMENCE WORKS

24. The Owner shall not commence the construction of installation of any of the Works or Utilities in any phase of the subdivision without the written permission of the Municipality, referred to herein as an "Authorization to Commence Works". In addition to any other requirements contained in this Agreement, no Authorization to Commence Works shall be issued for any of the Works or Utilities until:

1. the Owner has received final approval for the Plan; and
2. the Plan, this Agreement and the Inhibiting Order contemplated by paragraph 68(2) of this Agreement have been registered; and
3. the Owner has paid to the Municipality all outstanding municipal charges against the Subdivision Lands or any part thereof; and
4. the Owner has conveyed and registered all grants of easements as required by this Agreement; and
5. the Owner has conveyed to the Municipality and registered all lands as required by this Agreement; and
6. the Owner has received approval of the Approved Working Drawings; and
7. the Owner has received the approval for the Storm water Management Plan; and
8. the Owner has received approval for the Grading and Drainage Plan; and
9. the Owner has received approval of the Erosion Control Plan; and
(10) the Owner has received the approval of the Municipal Engineer for the Schedule of Work; and

(11) the Owner has deposited with the Municipality the Performance Guarantee in approved form for the applicable phase of the subdivision in accordance with the requirements of this Agreement; and

(12) the Owner has deposited with the Municipality proof of the required insurance in accordance with the requirements of this Agreement; and

(13) the Owner shall, at its sole expense, have provided and erected signs at each entrance for every road on the Plan (measuring at least two feet by three feet) reading as follows:

"PRIVATE ROAD
not assumed or maintained by municipality
USE AT YOUR OWN RISK"

The aforesaid signs shall be properly maintained and erected until the roads have been closed up and conveyed to the non-profit corporation or common elements condominium as contemplated by paragraph 69 of this Agreement and a Certificate of Completion has been issued by the Municipal Engineer as contemplated by paragraph 37 of this Agreement.

All approvals of the Municipal Engineer herein above referred to shall be in writing.

The Owner shall notify the Municipal Engineer in writing at least 96 hours prior to the actual commencement of work. If for any reason there is a cessation or interruption of construction, the Owner shall provide similar notice to the Municipal Engineer before work is resumed.

**PROVISIONS FOR CONSTRUCTION AND INSTALLATION**

25. The Owner shall, upon the issuance of an Authorization to Commence Works, proceed to construct and install all of the Works and Utilities covered in the Authorization continuously and as quickly as possible and in accordance with the time limited specified in this Agreement, subject to the overriding direction of the Municipal Engineer. All of the Works and Utilities shall be constructed and installed in accordance with the Approved Working Drawings as approved by the Municipal Engineer. No variation from the Approved Working Drawings shall be permitted unless the Municipal Engineer authorizes such variation in writing. All construction on the Subdivision Lands shall be carried out in accordance with the regulations for construction as set out in Schedule "M" hereto.

**SEQUENCE OF CONSTRUCTION AND INSTALLATION**

26. In constructing or installing any Works or Utilities on lands outside the limits of the Subdivision Lands or which in any manner benefit or serve land that is outside the limits of the Subdivision Lands the Owner shall observe such order of construction and installation as the Municipal Engineer may reasonably require.

**ADDITIONAL FACILITIES OR WORK REQUIRED**

27. Deleted.

**INCOMPLETE OR FAULTY WORK**

28. The Municipal Engineer may, at its sole discretion, at any time and from time to time, inspect the Works and/or the Utilities to be constructed pursuant to this Agreement and if, in the opinion of the Municipal Engineer, the Owner:

(a) is not proceeding with or causing the work required by this Agreement to be proceeded with within the time limits specified in this Agreement, or in order that it may be completed within the specified time limits; or

(b) is improperly performing work required by this Agreement; or
(c) has abandoned or neglected work required by this Agreement;

(d) refuses, fails or neglects to replace or repair such work as may be rejected by the Municipal Engineer as defective or unsuitable; and/or

(e) in any other manner, in the opinion of the Municipal Engineer, defaults in performance of the terms of this Agreement;

then the Municipal Engineer shall promptly notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after the mailing of such notice, the Municipal Engineer, upon the authority of a written resolution of the Municipal Council, shall have full authority and power to enter upon the Subdivision Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such workmen as in the opinion of the Municipal Engineer shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Municipal Engineer, such entry and work may be done without prior notice, but the Owner shall be notified thereafter. The Owner agrees that the Municipality may, in addition to any other remedies it may have, use all or any part of the Performance Guarantee to pay for the costs incurred by the Municipality and/or its agents in furtherance of the provisions of this paragraph. It is understood and agreed between the parties hereto that such entry upon the Subdivision Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as an acceptance or assumption of the Works or Utilities by the Municipality. The Municipality, in addition to all other remedies it may have, may refuse to issue further building permits until such work and/or services are completely installed in accordance with the requirements of the Municipal Engineer. The cost incurred by the Municipality and/or its agents in furtherance of the provisions of this paragraph shall be calculated by the Municipal Engineer whose decision shall be final and binding on all parties hereto. Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Municipality arising from or out of any breach of the provisions and terms of this Agreement.

ENTRY FOR EMERGENCY REPAIRS

29. The Owner agrees that, at any time or from time to time, employees or agents of the Municipality may, without any obligation to do so, enter upon the Subdivision Lands for the purpose of making emergency repairs to any of the Works or Utilities. Such entry and repairing shall not be deemed an acceptance of any of the Works or Utilities by the Municipality, nor an assumption by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

DAMAGE OR RELOCATION OF EXISTING SERVICES

30. The Owner agrees to pay the cost of repairing any damage to any existing services and/or roads and the cost of relocating any existing services, caused by the development of the Subdivision Lands or any of the Works and/or Utilities required by this Agreement, provided all work is to be done to the satisfaction of the Municipal Engineer and/or the authorities responsible for such services. The Owner further agrees to pay the cost of moving or altering any of the Works and/or Utilities installed in driveways or so close thereto, in the opinion of the Municipal Engineer acting reasonably, as to interfere with the use of the driveway.

USE OF WORKS BY MUNICIPALITY

31. The Owner agrees that any of the Works may be used by the Municipality, or other authorized persons, for the purposes for which they are designed. Such use of any of the Works shall not be deemed an acceptance of any of the Works by the Municipality, nor an assumption by the Municipality of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.
REQUIREMENTS FOR BUILDING PERMITS

32. Neither the execution of this Agreement by the Municipality, nor the approval by the Municipality of the Plan for registration, nor the issuance by the Municipality of any Certificate of Completion shall be deemed to give any assurance that building permits, when applied for, will be issued in respect of any of the Subdivision Lands. In addition to the other requirements of this Agreement, no building permit in respect of any of the Subdivision Lands shall be granted by the Municipality until:

(a) all of the roads, which are required to be constructed under this Agreement for the applicable Phase, have been constructed to the approval of the Municipal Engineer, as evidenced in writing; and

(b) All Works and Utilities (other than roads) have been fully constructed and installed to the approval of the Municipal Engineer, as evidenced in writing; and

(c) All required storm water management facilities for the applicable phase have been completed to the satisfaction of the Municipal Engineer and The Crowe Valley Conservation Authority, as evidenced in writing. A qualified professional acceptable to the Municipal Engineer and The Crowe Valley Conservation Authority shall certify in writing that the storm water management facilities required by this agreement have been completed in accordance with the plans, reports and inspections approved by such Authority; and

(d) all drainage works and grading, except individual lot grading, have been constructed in accordance with the Storm Water Management Plan, Grading and Drainage Plan and Erosion Control Plan to the satisfaction of the Municipal Engineer and the Crowe Valley Conservation Authority, as evidenced in writing; and

(e) hydro-electric power has been installed to the lot line of the lot for which the permit is required to the approval in writing of the authority having jurisdiction and the payment of all fees, charges paid in full and the conveyance of all easements of lands or the execution of all agreements required by the said authority in connection with electric services for the Subdivision Lands and buildings/structures to be erected on the Subdivision Lands have been completed; and

(f) written permission (in the form of an "entrance/culvert permit") has been received from the Municipality for the installation of a culvert for the lot in question; and

(g) the Municipality has received the applicable development charge as determined in accordance with the applicable by-law passed by the Municipality pursuant to the Development Charges Act, R.S.O. 1990, c.D.9 as amended from time to time; and

(h) the provisions of the paragraph of this Agreement entitled "Restrictions on Conveyance of Lands" have been complied with; and

(i) all requirements of The Ontario Building Code have been satisfied.

LIABILITY OF OWNER

33. Notwithstanding the sale of any part or all of the Subdivision Lands the Owner shall remain bound by all obligations, covenants and agreements whatsoever created by this Agreement, including those assumed by a purchaser, and shall remain jointly and severally liable therefore to the Municipality PROVIDED THAT upon the sale of each lot or block on the Plan by the Owner, the Owner shall cease to have any responsibility of the obligations created in the Paragraph entitled "Lot Grading and Drainage" of this Agreement for such lot or block and the Municipality shall be entitled to enforce the provisions of the aforesaid paragraphs of this Agreement against the owners from time to time of every such lot(s) or block(s). The Owner hereby acknowledges and agrees that neither the Performance
Guarantee nor any policy of insurance that the Owner is required to provide or maintain according to this Agreement shall in any way be deemed to limit the liability of the Owner.

**REQUIREMENTS FOR AUTHORIZATION TO OCCUPY**

34. No building on the Subdivision Lands or any part thereof shall be occupied by any person or persons without the written permission of the Municipality, referred to herein as an "Authorization to Occupy". In addition to any other requirements contained herein, no Authorization to Occupy shall be issued for any building until:

(a) all Works and Utilities required to be constructed under this Agreement for the applicable phase has been completed; and

(b) all utilities required to be constructed and installed to service such building have been constructed and installed to the approval in writing of the authorities having jurisdiction over such Utilities.

If, for any reason whatsoever, occupancy of any building on any lot on the Subdivision Lands occurs contrary to the provisions of this Agreement, then the owner of such lot shall pay on demand to the Municipality liquidated damages in the amount of $100.00 per day. The liquidated damages shall commence at, and include, the day of occupancy and shall end when the owner obtains an Authorization to Occupy such building from the Municipality.

**OWNERSHIP OF ROADS, BLOCKS AND FACILITIES**

35. The Owner agrees to maintain all of the roads which are required to be constructed under this Agreement until:

(a) a Certificate of Completion has been issued for all Works and Utilities required to be constructed and/or installed under this Agreement; and

(b) all such roads have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

Such roads shall at all times be maintained in a well-drained, dust-free and mud-free condition fit for vehicular traffic, and in the winter months shall be snow-plowed and sanded so as to permit their use by vehicular traffic, in each case to the satisfaction of the Municipality's Roads Superintendent.

**COMPLETION TIME FOR CONSTRUCTION AND INSTALLATION**

36. The Owner shall, within two (2) years of the date of this Agreement, complete the construction and installation of all of the Works and Utilities for Phase I as outlined in Schedules "E" and "F". The Owner shall, within four (4) years of the date of this Agreement, complete the construction and installation of all of the remaining Works and Utilities.

**REQUIREMENTS FOR CERTIFICATE OF COMPLETION**

37. The Owner agrees that the construction and installation of the Works and Utilities for any phase of the subdivision shall not be deemed to be completed for the purposes of this Agreement until the Municipal Engineer has provided the Owner with written confirmation thereof, referred to herein as a "Certificate of Completion". In addition to any other requirements contained herein, no Certificate of Completion shall be issued until:

(a) all of the Works and Utilities for the applicable Phase have been inspected and approved by the Municipal Engineer and the Municipal Council has approved by resolution the written report of the Municipal Engineer; and

(b) all of the roads forming part of the Works for the applicable Phase have been inspected by the Municipality's Roads Superintendent and he has notified the Municipality in writing that all such roads are acceptable; and
(c) the Owner has provided the Municipality with original inked drawings, on such material as approved by the Municipal Engineer, showing all of the Works and Utilities "as constructed and installed"; and

(d) the Owner has supplied a written statement from a licensed Ontario Land Surveyor that after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan of subdivision.

Notwithstanding anything contained in this Agreement to the contrary, the Municipality shall not be obligated to issue a Certificate of Completion for any phase of the subdivision until at least 25% of the lots in such phase have occupied dwellings thereon.

**REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE**

38. After Thirty Percent (30%) of the value of the Works and Utilities for any phase, as described in the Schedules to this Agreement, has been completed, the Owner may from time to time apply to the Municipality to have the Performance Guarantee reduced to an amount equal to (i) the cost of completing all of the Works and Utilities for that phase, plus (ii) Twenty Percent (20%) of the Cost Estimate of constructing all Works and Utilities for such phase. For purposes of this paragraph a certificate signed by the Municipal Engineer shall be conclusive evidence as to the amount of work that has been done and/or the costs of completion. It is understood and agreed that the Municipality shall at all times retain the Performance Guarantee in an amount sufficient to cover the cost of completing all of the Works and Utilities for that phase plus Twenty Percent (20%) of the applicable Cost Estimate. The Owner agrees that the Municipality shall not be obligated to release to the Owner the unused portion of the Performance Guarantee with respect to any phase until:

(a) a Certificate of Completion has been issued for all of the Works and Utilities for the applicable Phase; and

(b) all roads required to be constructed under this Agreement have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

**PERIOD OF REQUIRED MAINTENANCE OF WORKS**

39. The Owner shall maintain all of the roads which are required to be constructed under this Agreement including, without limitation, the off-site roads identified in Schedule "N" until:

(a) a Certificate of Completion has been issued for all Works and Utilities required to be constructed and/or installed under this Agreement; and

(b) all such roads have been conveyed to a not-for-profit corporation or common elements condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and such corporation or condominium has agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

In the event that snow removal or proper vehicle access is not provided by the Owner, the Municipality, through its servants, agents or contractors may remove snow at the expense of the Owner and all costs of such work shall be paid by the Owner within thirty (30) days of the date of billing, failing which the Municipality shall be authorized to use all or any portion of the Maintenance Guarantee. The Owner agrees that any work done by the Municipality pursuant to this paragraph shall not be deemed in any way to be an acceptance by the Municipality of the roads within the Subdivision Lands. The Owner acknowledges that the Municipality, while removing snow, may damage or interfere with the Works and/or Utilities and the Owner hereby waives all claims against the Municipality that it might have arising therefrom and covenants that it will make no claim against the Municipality for such interference or damage.

40. Paragraph deleted.
REQUIREMENTS FOR AUTHORIZATION OF SUBSEQUENT PHASES

46. The Owner hereby acknowledges and agrees that all of the requirements of this Agreement shall be equally applicable to subsequent phases of development as they are to Phase I of the Subdivision Lands. Without limiting the generality of the foregoing, and in addition to the other requirements contained in this Agreement, no Authorization to Commence Works for any subsequent phase shall be issued until:

(a) an up-to-date Cost Estimate for the particular phase has been approved in writing by the Municipal Engineer; and

(b) the Owner has lodged with the Municipality an irrevocable Letter of Credit in accordance with the provisions of this Agreement dealing with Performance Guarantees in order that the Municipality shall have a Performance Guarantee in the amount of One Hundred Percent (100%) of the up-to-date Cost Estimate of the Works and Utilities to be constructed or installed the applicable phase.

SUBORDINATION OF OWNER'S INTEREST

47. The Owner hereby charges and subordinates all its interest in the Subdivision Lands with and to the obligations contained in this Agreement.

PAYMENT OF MUNICIPAL COSTS

48. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner". The Owner shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses incurred by the Municipality, or any of its agents, in connection with the development of the Subdivision Lands or in respect of this Agreement provided that the Municipality provides reasonable documentation substantiating the costs or expenses claimed. In the event that the Owner does not reimburse the Municipality as aforesaid, the Municipality may, at its sole discretion, on thirty (30) days written notice to the Owner, use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

In addition to and in furtherance of the foregoing, the Owner shall pay to the Municipality the sum of $2,000.00 prior to the execution of this Agreement. As accounts are received by the Municipality, they will be paid by the Municipality and then submitted to the Owner who shall forthwith reimburse the Municipality so that the $2,000.00 deposit is constantly maintained.

UNPAID CHARGES

49. The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of Two Percent (2%) per month shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates, calculated from such due dates.

NOTICE

50. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:
(a) to the Municipality at:
The Corporation of the Township of Limerick
89 Limerick Lake Road
R. R. #2, Gilmour, Ontario K0K 1W0
Attention: Clerk-Treasurer

(b) to the Owner at:
The Trident Members Inc.
R. R. #5
Woodville, Ontario K0M 2T0
Attention: President

(c) or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if mailed thirty-six (36) hours after 12:01 a.m. on the day following the day of the mailing thereof.

REGISTRATION OF AGREEMENT

51. The Owner hereby consents to the registration of this Agreement against the title of the Subdivision Lands.

CANCELLATION OF AGREEMENT

52. In the event that the Plan has not received final approval and is not registered within six (6) months of the date of execution of this Agreement by the Municipality, the Municipality may, at its option, on fifteen (15) days written notice to the Owner, declare this Agreement to be null and void and the Municipality may withdraw its recommendation for the final approval of the Plan.

RENEGOTIATION OF AGREEMENT

53. The Owner agrees that the Municipality may, at its option, on fifteen (15) days written notice to the Owner, declare this Agreement to be suspended and subject to renegotiations (whereupon the Owner agrees to forthwith cease any construction or installation of the Works and/or Utilities until this Agreement has been renegotiated) in the event that construction or installation of the Works and Utilities related to Phase 1 has not been substantially commenced within one (1) year from the date of this Agreement.

NO ASSIGNMENT OF AGREEMENT

54. The Owner shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the Municipality.

HEADINGS

55. The headings in this Agreement are for the use of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

NO WAIVER

56. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.

TIME OF ESSENCE

57. Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
SEVERABILITY

58. If any terms or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all person other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

PLANNING ACT

59. It is acknowledged that the Municipality is entitled, by virtue of The Planning Act, R.S.O. 1990, c.P.13, as amended, to enforce the provision of this Agreement not only against the Owner but also against any and all subsequent owners of the Subdivision Lands or part thereof.

WEED CONTROL AND REMOVAL OF DEBRIS

60. Deleted.

STREET SIGNS

61. The Owner shall erect street signs in accordance with the street names approved by the Municipality and the Corporation of the County of Hastings as provided in Schedule “Q” attached hereto.

AMENDING AGREEMENT

62. It is hereby acknowledged by the parties hereto that this Agreement may be amended with the mutual agreement of all parties hereto at any subsequent time or times and that such agreements may not always be registered on title. All subsequent purchasers of any lot or lots within the Subdivision Lands are hereby advised to contact the Clerk of the Municipality to determine if any subsequent agreements have been entered into.

ESTOPPEL

63. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings.

GOVERNING LAW

64. This Agreement shall be read and construed in accordance with the laws of the Province of Ontario.

GENDER

65. In this Agreement, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.

SUCCESSORS

66. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors, successors in title and permitted assigns.
SCHEDULES TO AGREEMENT

67. The following Schedules that are attached hereto together with all provisions contained therein are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

Schedule "A"  Legal Description of Subdivision Lands
Schedule "B"  Draft plan of subdivision
Schedule "C"  Easements to be conveyed
Schedule "D"  Lands to be conveyed
Schedule "E"  Works
Schedule "F"  Services and Utilities
Schedule "G"  Owner’s Engineer’s Duties
Schedule "H"  Engineering Standards
Schedule "I-1"  Storm water Management Plan
Schedule "I-2"  Grading and Drainage Plan
Schedule "I-3"  Erosion Control Plan
Schedule "J-1"  Cost Estimate - Phase 1
Schedule "J-2"  Cost Estimate – remainder of subdivision lands
Schedule "K"  Standard Form of Letter of Credit
Schedule "L"  Insurance Requirements
Schedule "M"  Regulations for construction
Schedule "N"  June 3 1999 Letter from Greer Galloway Group Inc.
Schedule "O"  Beach Site Area Plan
Schedule "P"  Lot Phasing Plan
Schedule "Q"  Approved Street Names

The original drawings for the above-noted Schedules are available at the municipal offices for inspection during regular business hours.

RESTRICTIONS ON CONVEYANCE OF LANDS

68. (1) The Owner hereby covenants and agrees with the Municipality that there will be no conveyance of any lot or lots on the Plan until this Agreement has been registered on title. The Owner covenants and agrees to notify the Municipality’s solicitor forthwith upon receipt of the final Plan and prior to its registration at the applicable Registry Office. Arrangements shall be made between the Owner and the Municipality’s solicitor to register the Plan, this Agreement and the Inhibiting Order contemplated below consecutively.

(2) In order to prevent the conveyance of any lots or blocks on the Plan until registration of this Agreement, and in order to ensure the development occurs in phases, the Owner hereby consents to the registration of an Inhibiting Order pursuant to Section 23 of the Land Titles Act, R.S.O. 1990, c. L.5 as amended from time to time, on the following terms and conditions:

(a) the Inhibiting Order shall be registered against the Subdivision Lands by the Owner at the Owner’s expense prior to execution of this Agreement by the Municipality;

(b) the Inhibiting Order shall not be registered until this Agreement has been executed by the Owner;

(c) the Inhibiting Order shall provide that no dealings in the Subdivision Lands may occur except with the written consent of the Municipality, other than registration of the Plan, this Agreement and any conveyances to the Municipality contemplated by this Agreement.

(3) The lifting of the Inhibiting Order as it applies to the lots and blocks within Phase I of the Plan will be conditional upon the following:

(a) this Agreement being registered against title to the Subdivision Lands; and
(b) a not-for-profit corporation or common elements condominium having been created, and upon all road, blocks and facilities including, without limitation, the off-site roads identified in Schedule “N” being conveyed to such corporation or condominium, as the case may be, as contemplated by paragraph 69 of this Agreement, and upon such corporation or condominium having agreed in writing to assume responsibility for the ownership of all blocks, facilities and roads within the Plan.

(4) The lifting of the Inhibiting Order as it applies to subsequent phases of the Plan shall be conditional upon the issuance of building permits for Eighty Percent (80%) of the lots in the preceding phase, and all other requirements of this Agreement having been complied with.

SPECIAL PROVISIONS

69. (1) The permitted use of lots on the plan shall be limited service seasonal residential use. Block C on the Plan shall include limited boating and recreational facilities (including associated driveway, walkway and parking) and shall otherwise be retained in its natural state as Open Space. A beach area is permitted on Block C, with a maximum width of 30 metres and a maximum depth of 10 metres, and to be located approximately 40 metres east of any communal docking facility. A lakeshore recreation centre is permitted on Block C, with a maximum gross ground floor area of 60 square metres and which shall include associated driveway, walkway access and landscaped yards surrounding the building and associated wading, swimming and picnic areas. An access pathway is permitted on Block C in a location approved by the Municipality, with a maximum width of 2.0 metres and with a bark chip surface. The docking facilities, pathway and beach area shall be developed in accordance with the plan attached hereto as Schedule “O”. The maximum size of the parking area is 300 square metres.

(2) The Owner shall, at its own expense, cause a not-for-profit corporation without share capital to be incorporated under the Corporations Act, R.S.O. 1990, c. C.38 whose objects shall include the ownership and maintenance of all blocks, facilities and roads shown on the Plan and the off-site roads identified on Schedule “N”. Each registered owner of a lot on the Plan shall be a member of such corporation and ownership of a lot on the Plan shall be a condition of membership. In the alternative, the Owner may apply for approval of a common elements condominium which shall own and maintain the blocks, facilities and roads shown on the Plan and the off-site roads identified on Schedule “N”, but not including Blocks 115, 114, 113, 112 and 111 on the Plan which shall not be owned by the common elements condominium). Each registered owner of a lot on the Plan shall be an owner of an interest in the condominium and ownership of a lot on the Plan shall be a condition of ownership of an interest in the condominium. The common elements condominium shall be responsible for the maintenance of all Blocks, facilities and roads owned by it. Any application for a common elements condominium must be circulated to the Ministry of Municipal Affairs and Housing for review and comment.

(3) The septic systems of each limited service seasonal residential lot shall be located more than 300 metres from the high water mark of Limerick Lake.

(4) In order to address the concerns of the Municipality regarding any detrimental financial impacts of the proposed subdivision, the Owner covenants and agrees to the following:

(a) The Owner shall be responsible, at its own expense, for the design, construction, installation and maintenance of the off-site roads improvements identified in the letter from the Greer Galloway Group Inc. dated June 3, 1999 attached hereto as Schedule “N”.

(b) All on-site hard infrastructure construction including roads and storm water management facilities will be done by the Owner as its cost, and all maintenance will be the responsibility of the not-for-profit corporation or common elements condominium.
(c) As long as access is possible, fire protection and emergency services will be provided to the same level as anywhere else in the Municipality.

(d) Any necessary additional equipment, facilities, training, staffing and supplies required for fire protection, administration and municipal services which result from the development of the Plan of subdivision will be funded through additional property taxes based on new development.

(e) Waste disposal issues may be addressed through user fees and especially a separate construction waste disposal fee, which if adopted by Council will apply across the Municipality.

After registration of the Plan and this Agreement, the Municipality shall proceed with an application under Section 88 of the Registry Act (Ontario) or Section 146 of the Land Titles Act (Ontario) as the case may be to close up the roads shown on Plan M-65 and to convey the same to the condominium.

(5) The Owner shall provide a brief information kit and "stewardship provisions", in a form satisfactory to both the Municipality and the Owner, and to be the top page or pages of any information package provided to prospective purchasers of lots on the Plan with Offers of Purchase and Sale. The stewardship provisions shall include a summary of the environmental issues and protection measures that shall apply to individual properties, including the provision of potable water, sewage treatment, storm water management, the protection of Limerick Lake and St. Ola Lake, and tree and vegetation conservation, as recommended by Michalski Nielsen Associates, and generally as identified in the Michalski Nielsen Associates reports. (Environmental Evaluation, June, 1996, revised to September, 1996, and Evaluation of Environmental Protection Area, May 2007, revised to July, 2007). The information kit shall include information items on municipal services including roads, fire protection, waste disposal and other municipal services.

(6) The streets on the Plan shall be named to the satisfaction of the Municipality.

(7) Any open sides of road blocks created by the Plan shall terminate in 0.3 metre reserves, which shall be conveyed to the Municipality and held in trust by the Municipality until required for future road allowances or the development of adjacent lands. (The Municipality shall provide a blanket permission to cross such reserves by foot, non-motorized vehicles and snowmobiles and other off-road vehicles especially where access is required for trails or pathways. The purpose of such reserves is to protect municipal interests in the event that the roads pass into municipal ownership.)

(8) The zoning by-law of the Municipality as it applies to the Subdivision Lands shall be amended to conform to the following:

(a) all Open Space areas shall remain natural except where specified to allow for the lakeshore recreational facilities (and associated driveway, walkway and parking) or trails and pathways; and

(b) all lots will front on corporately owned and maintained roads which will be constructed to the standards set out in this Agreement; and

(c) whenever possible, the zoning by-law amendment will be consistent with the current general Zoning By-Law of the Municipality;

(d) all lots will have minimum lot areas no less than what was applied for in 1996, with the exception of Lots 55 to 60, 113 to 116, and 119 to 135, which will have minimum lot areas of not less than 4000 square metres (one acre);

(e) setbacks and maximum lot development areas will be established to minimize tree cutting and disturbance of the mature vegetative cover with in the lots; revisions to the current general zoning by-law shall not be more restrictive than those contained in By-Law No. 7-77.
(f) Season residential lots will reflect the limited service seasonal residential provisions of the Official Plan of the County of Hastings; (it is understood that docks may be zoned by zoning the bed of the lake, and that individual sewage disposal systems are considered buildings under the *Ontario Building Code* and should be considered structures under the zoning by-law);

(9) The following statements will be included in all Offers of Purchase and Sale or Lease Agreements relating to lots on the plan:

(a) Lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the appropriate approval authority in accordance with regulations under the *Environmental Protection Act* and the *Building Code Act*; and

(b) Documents, reports and manuals prepared for the Plan will be made available to the lot purchasers as a guide to development; and

(c) Water supply systems shall be located and constructed prior to issuance of a building permit for a particular lot in accordance with the recommendations of the 1991 Site Investigations Services Limited hydrogeological report and the approved lot development plan (See paragraph 14 of this Agreement). Any deviation from such plan must be approved by the Municipality and will require a revised engineer’s site plan. Water supply systems shall conform with the Ontario Drinking Water Objectives and shall have a minimum flow rate of 3.5 gallons per minute over a two hour period; and

(d) Low yield wells may be encountered in the area and purchasers are advised that measures to increase yields may need to be taken; more than one well may need to be drilled and/or supplementary storage systems and associated devices may be required; and

(e) Treatment of the water may be required to reduce manganese and iron concentrations to acceptable levels; and

(f) Supervision of well construction is strongly recommended to ensure that water supply systems are constructed in accordance with the recommendations of the hydro-geological report referred to in paragraph (c) above. Failure to construct water supply systems according to the recommendations will likely result in unacceptable water quality; and

(g) Ground water source heat pumps have not been approved for use in any of the lots within this subdivision; and

(h) The approval of the Crowe Valley Conservation Authority will be required prior to the issuance of a building permit.

(10) The recreation centre in Block C shall be located in a minimum of 30 metres from the shoreline and the associated sewage treatment system will be located a minimum of 100 metres from the shoreline. The recreation centre will be no more than 60 sq. m. There will be no more than 10 parking spaces located near to and associated with the recreation centre. No parking space will be located closer to the lakeshore than the rear of the recreation centre. Each space will be designed to accommodate vehicles but not boat trailers. The parking will be adequately screened and landscaped with materials and vegetation which is in harmony with the surrounding natural environment.

(11) Obstructions (such as large boulders) shall be placed to prevent boat trailer access from the parking area to the shoreline.

(12) There shall be a maximum of 15 boat slips from a dock on Block C or the adjoining shore road allowance, as applicable.
(13) The Owner shall submit a detailed design study to determine feasibility and potential concerns for shoreline and near-shore alterations, which may include wetland construction and docking facilities. The detailed design study shall be submitted for review and approval of the Ministry of Natural Resources, the Federal Department of Fisheries and Oceans (or their delegate) and the Municipality. The study shall include a survey and inventory of fish habitat.

(14) Any flooded land or drowned land in Lake St. Ola, as shown on Plan M-65, owned by the Owner shall be conveyed to the Ministry of Natural Resources.

(15) The Owner shall carry out an archaeological resource assessment of the subject property and mitigate, through avoidance or documentation, adverse impacts to any significant archeological resources found. No demolition, grading, filling or any form of soil disturbance shall take place on the subject lands prior to the issuance of a letter from the Ministry of Citizenship, Culture and Recreation to the Municipality indicating that all archaeological resource concerns have met licensing and resource conservation requirements.

(16) Prior to execution of this agreement by Municipality, the Owner's hydrogeological consultant shall confirm to the satisfaction of the Ministry of the Environment, with notice to the Municipality, that the four (4) test wells have been constructed in accordance with O. Reg. 903 particularly as it relates to grouting of the annular seals.

(17) Prior to execution of this agreement by the Municipality, the Owner's hydrogeological consultant shall determine whether the bacteria problem as identified in the 1991 Site Investigations Services Limited Report may be related to improper grouting or other well construction issues and whether these bacteria are being introduced from past or present service sources. Such information is to be provided to the Ministry of the Environment and the Municipality. Should there be a determination that the bacteria problem exists then it shall be remedied in a manner and with results satisfactory to the Ministry of the Environment.

(18) Prior to execution of this agreement by the Municipality, the Owner's hydrogeological consultant shall satisfy the Ministry of the Environment, with notice to the Municipality, whether well TW-2 is suitable for conversion to domestic use or have been abandoned in accordance with O. Reg. 903. Should on-site well EW-1 be located during the course of the development of the subdivision, the Owner shall either satisfy the Ministry of the Environment, with notice to the Municipality that EW-1 is suitable for conversion to domestic use, or that EW-1 has been abandoned in accordance with the applicable regulations in place when EW-1 is located. The Owner shall post security in the subdivision agreement to be in effect for a reasonable duration to guarantee completion of the abandonment.

(19) Prior to execution of this agreement by the Municipality, the Owner shall conduct a study of the required rehabilitation of the wetland and road right of way and shall formulate a rehabilitation plan acceptable to the Municipality, the County of Hastings and the Owner. The Owner agrees to implement such rehabilitation plan prior to June 15, 2009. By executing this Agreement, the Municipality acknowledges that it has inspected the implementation of the rehabilitation plan and is satisfied with its implementation.

[The rest of this page has been left intentionally blank]
IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the corporate parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
Witness

[Signature]
Witness

THE CORPORATION OF THE TOWNSHIP OF LIMERICK

Per:
Name: [Signature]
Title: 

THE TRIDENT MEMBERS INC.

Per:
Name: [Signature]
Title: 

THIS AGREEMENT has been authorized and approved by By-Law No. [Number] of the Corporation of the Township of Limerick passed the [Date] day of [Month] 2010.

[Signature]
Clerk-Treasurer
Schedule "A"
Legal Description

All of Lots 2 to 10, 12 to 16, 19 to 21, 23 to 51, 53 to 58, 60, 63 to 67, 70 to 114, 116, 123 to 130, 132 to 135, 142, 143 and Kudo Court, and part of Lots 1, 11, 17, 18, 22, 52, 59, 61, 62, 68, 69, 107, 108, 115, 117 to 122, 131, 136 to 140 and 145, and part of Block E, Antelope Trail, Springbok Drive, Gazelle Trail and Impala Hills, Plan M-65. Township of Limerick, County of Hastings.
SCHEDULE “C”

EASEMENT TO BE CONVEYED

An easement in favour of the owners from time to time of the parcels listed below over the private roads for the purpose of access to existing properties in Lots 12 and 13, Concession 5, Township of Limerick, County of Hastings.

PIN 40107-0054
PIN 40107-0055
PIN 40107-0056
PIN 40107-0057
PIN 40107-0059
PIN 40107-0060
PIN 40107-0061
PIN 40107-0062
PIN 40107-0063
PIN 40107-0064
PIN 40107-0065
Schedule “D”
Lands to be conveyed

0.3 m reserves to be conveyed to Municipality:

Blocks 116 - 133
Schedule “E”
Works

Clearing and Grubbing Roads
Grading Roads
Finishing Roads with Gravel
Installation of 450 mm CSP culverts
Erosion Control
Construct Community Facility (includes docks and beach)
Schedule "F"

Services and Utilities

Bell Canada
Hydro One
Duties of the Owner's Engineer.

The Owner's Engineer shall be registered by and in good standing with the Professional Engineers of Ontario (PEO) and possess a current Certificate of Authorization issued by said PEO to provide the engineering design, stamped engineering drawings and specifications suitable for the construction of the Works.

The Owner shall retain the services of the Engineer throughout the process of construction and installation of the Works.

The Owner's Engineer shall provide Cost Estimates, (Schedules J-1 and J-2) for the proposed works for approval by the Municipal Engineer as prior to the execution of the Agreement. For subsequent phases of the development, the Owner's Engineer shall prepare an updated Cost Estimate for approval by the Municipal Engineer, prior to the lifting of the Inhibiting Order to permit construction of the Works and Utilities on that phase.

The Owner's Engineer shall supply the Municipality with stamped engineering drawings "on mylar media and in digital format detailing all the Works and Utilities" as constructed and installed "for each Phase prior to the commencement of any work in subsequent Phases."
SCHEDULE "H"

ENGINEERING STANDARDS

The Owner shall be required to comply with the following engineering standards:

OPSD 202.010, Rev 1  Slope Flattening Using Excess Material on Earth or Rock Embankment
OPSD 202.020, Rev 1  Drainage Gap for Slope Flattening on Rock or Granular Embankment
OPSD 203.010 Rev 2  Embankments Over Swamp, New Construction
OPSD 203.040 Rev 2  Embankments Over Swamp at Pipe Culverts < 1500 mm
OPSD 204.010 Rev 2  Boulder Treatment, Cut Sections, Subgrade
OPSD 205.010 Rev 1  Transition Treatment Earth Cut To Earth Fill
OPSD 205.040 Rev 1  Transition Treatment Earth Fill to Rock Fill and Earth Fill to Granular Fill
OPSD 208.010 Rev 1  Benching of Earth Slopes
OPSD 210.070 Rev 1  Granular Sealing
OPSD 217.030 Rev 0  Minimum Vertical Clearances for Aerial Cable Systems
OPSD 217.060 Rev 1  Utility Pole Setting Depth at Ditch Locations
OPSD 219.180 Rev 1  Straw Bale Flow Check Dam
OPSD 219.190 Rev 1  Silt Fence Flow Check Dam
OPSD 219.210 / 211 Rev 1  Rock Flow Check Dam (V-Ditch, Flat Bottom Ditch)
OPSD 219.130 Rev 1  Silt Fence Barrier
OPSD 219.220 Rev 1  Excavated Sediment Trap in Ditch
OPSD 802.010 Rev 1  Flexible Pipe Embankment and Backfill Earth Excavation
OPSD 802.014 Rev 1  Flexible Pipe Embedment in Embankment Original Ground Earth or Rock
SCHEDULE " H " Cont'd

OPSD 803.030 Rev 1  
Frost Treatment – Pipe Culverts, Frost Penetration Line Below Bedding Grade

OPSD 803.031 Rev 2  
Frost Treatment – Pipe Culverts Frost Penetration Between top of Pipe and Bedding Grade

OPSD 805.10 Rev 0  
Height of Fill Table – Round Corrugated Steel pipe and Structural Plate Corrugated Steel Pipe

OPSD 808.010  
Pipe Protection Against Heavy Construction Equipment

OPSD 810.010 Rev 1  
RipRap Treatment for Sewer and Culvert Outlets
FOREST HARBOUR DRIVE

BENCHMARKS

BM 1  
ELEV. 256.00

BM 2  
ELEV. 332.64

BM 3  
ELEV. 345.84

LEGEND
TYPICAL ROAD/CHEVRON CROSS-SECTION:

TYPICAL ROAD/CHEVRON CROSS-SECTION OF FOREST HARBOUR WITHIN THE 300m BUFFER ZONE:

SCALE 1:200
Sediment Check Dam

Rock Flow Check - OP SD 219.220 OR 219.221

Temporary Excavated Sediment Trap in Ditch

Legend
### Schedule "J-1"
Cost Estimate for Phase 1

**M.J. DAVENPORT ASSOCIATES LTD.**
LIMERICK LAKE ESTATES SUBDIVISION
PHASE I
98-D-3344
FORM OF TENDER

**Page 1: October 1, 2009**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>19,450.0</td>
<td>$5.00</td>
<td>$97,250.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>11,350.0</td>
<td>$6.37</td>
<td>$72,299.50</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>45.0</td>
<td>$125.00</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Total Cost: $200,174.50
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>9,300.0</td>
<td>$5.00</td>
<td>$46,500.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>10,300.0</td>
<td>$6.37</td>
<td>$65,611.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>30.0</td>
<td>$125.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control Fence</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**Total Cost:** $140,861.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>12,650.00</td>
<td>$5.00</td>
<td>$63,250.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>14,100.00</td>
<td>$6.37</td>
<td>$89,817.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>90.0</td>
<td>$125.00</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$24,000.00</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>

Total Cost: $198,317.00
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPEC NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OPSS 206</td>
<td>Clearing and Grubbing</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>2</td>
<td>OPSS 200</td>
<td>Earth Excavation (Grading)</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>3</td>
<td>OPSS 314</td>
<td>Granular 'A' Gravel (150 mm)</td>
<td>sm</td>
<td>6,005.0</td>
<td>$5.00</td>
<td>$30,025.00</td>
</tr>
<tr>
<td>4</td>
<td>OPSS 314</td>
<td>Granular 'B' Gravel (300 mm)</td>
<td>sm</td>
<td>6,850.0</td>
<td>$6.37</td>
<td>$42,960.50</td>
</tr>
<tr>
<td>5</td>
<td>OPSS 410</td>
<td>450mm CSP Culvert</td>
<td>m</td>
<td>30.0</td>
<td>$125.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>6</td>
<td>OPSS 577</td>
<td>Erosion Control</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Construct Community Facility</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Construct Dock and Boat Slips</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Construct Beach</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Total Cost: $258,635.50
IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUE: OCTOBER 30, 2009

NO: S18572/294713
AMOUNT: NOT EXCEEDING CAD 200,175.00
DATE OF EXPIRY: OCTOBER 29, 2010

TO:
TOWNSHIP OF LIMERICK ET. AL.
89 LIMERICK LAKE ROAD
RR2 GILMOUR, ONTARIO
CANADA KOL 1WO

APPLICANT:
DWIGHT POWELL
180 RAM FOREST RD
RR 1 GORMLEY
ONTARIO, CANADA LOH 1GO

DEAR SIR(S):

HEREBY AUTHORIZE YOU TO DRAW ON THE BANK OF NOVA SCOTIA, ONTARIO INTERNATIONAL TRADE SERVICES, 61 FRONT STREET WEST, 4TH FLOOR, TORONTO, ONTARIO M5H 1H1 FOR ACCOUNT OF DWIGHT POWELL UP TO AN AGGREGATE AMOUNT OF CANADIAN DOLLARS TWO HUNDRED THOUSAND ONE HUNDRED AND SEVENTY FIVE ONLY (CAD 200,175.00) AVAILABLE ON DEMAND.

PURSUANT TO THE REQUEST OF OUR CUSTOMER, DWIGHT POWELL, WE, THE BANK OF NOVA SCOTIA, ONTARIO INTERNATIONAL TRADE SERVICES, 61 FRONT STREET WEST, 4TH FLOOR, TORONTO, ONTARIO, CANADA M5H 1H1 HEREBY ESTABLISH AND GIVE YOU AN IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOUR IN THE ABOVE AMOUNT WHICH MAY BE DRAWN ON BY YOU AT ANY TIME AND FROM TIME TO TIME, UPON WRITTEN DEMAND FOR PAYMENT MADE UPON US BY YOU, WHICH DEMAND WE SHALL HONOUR WITHOUT INQUIRING WHETHER YOU HAVE THE RIGHT AS BETWEEN YOURSELF AND OUR SAID CUSTOMER TO MAKE SUCH DEMAND AND WITHOUT RECOGNIZING ANY CLAIM OF OUR SAID CUSTOMER, OR OBJECTION BY OUR SAID CUSTOMER TO PAYMENT BY US.

PARTIAL DRAWINGS ARE PERMITTED.

DEMAND SHALL BE MADE BY WAY OF A LETTER SIGNED BY THE CLERK OF YOUR MUNICIPALITY UNDER THE CORPORATION SEAL OF THE MUNICIPALITY. PRESENTATION SHALL BE MADE TO THE BANK OF NOVA SCOTIA, ONTARIO INTERNATIONAL TRADE SERVICES, 61 FRONT STREET WEST, 4TH FLOOR, TORONTO, ONTARIO, CANADA M5H 1H1.

WE ACKNOWLEDGE THAT THIS STANDBY LETTER OF CREDIT RELATES TO THOSE WORKS, UTILITIES, SERVICES AND FINANCIAL OBLIGATIONS SET OUT IN AN AGREEMENT BETWEEN TRIDENT MEMBERS INC. AND LIMERICK LAKE ESTATES LIMITED LOTS 1-141 BLOCKS A-E
This standby letter of credit will continue in force up to October 29, 2010 (subject to the condition hereinafter set out) and you may call upon payment of the full or any partial amount outstanding under this standby letter of credit at any time or times up to that date. It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the aforementioned or any future expiration date hereof, unless at least thirty days prior to any such date we notify you in writing by registered mail or courier that we elect not to consider this standby letter of credit to be renewed for any additional period. After receipt by you of such notice, you may draw on this standby letter of credit in full or in part.

This standby letter of credit is subject to the version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the date of issue.

Yours very truly,
SCHEDULE “K”

APPROVED FORM OF LETTER OF CREDIT

Name of Bank:

Date Issued:

Letter of Credit No.:

Amount:

ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR
DOCUMENTARY CREDITS BEING ICC PUBLICATION UPC 500

TO:

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (bank name, address) for the
account of (developer name) ___________________________ up to an
aggregate amount of (written amount) ($$$$$) (Canadian)________________________ available on demand.

PURSUANT TO THE REQUEST OF our customer, (developer name) ___________________________, we the (bank name, address) ___________________________ hereby establish and
give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn
on by you at any time and from time to time, upon written demand for payment made upon us by
you, which demand we shall honour without inquiring whether you have the right as between
yourself and our said customer to make such demand and without recognizing any claim or our
said customer, or objection by our said customer to payment by us. Partial drawings are
permitted.

DEMAND shall be made by way of a letter signed by the Clerk of your Municipality under the
corporation seal of the Municipality. Presentation shall be made to the (bank name) ___________________________ at (bank address) ___________________________.

We acknowledge that this letter of Credit relates to those works, utilities, services and financial
obligations set out in an Agreement between (developer name) ___________________________ and (relating to the development of lands in legal description) ___________________________.

This Letter of Credit will continue in force up to (date) ___________________________ (subject to the
condition hereinafter set out) ___________________________ and you may call upon
payment of the full or any partial amount outstanding under this Letter of Credit at any time or
times up to that date. It is a condition of this Letter of Credit that it shall be deemed to be
automatically extended without amendment from year to year from the aforementioned or any
future expiration date hereof, unless thirty days prior to any such date we notify you in writing
by registered mail that we elect not to consider this Letter of Credit to be renewed for any
additional period. After receipt by your of such notice, you may draw on this letter of Credit in
full or in part.

DATED at this __________ day of __________, 2009.

(NAME OF BANK)

Authorized Signing Officer

Authorized Signing Officer
LIABILITY INSURANCE

The Owner shall maintain sufficient Public Liability Insurance and shall provide to the Township proof of such insurance at the time of signing this Agreement in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

(i) $2,000,000.00 primary limits (or primary plus excess liability coverage's equaling 2,000,000.00 or greater for both General Liability and owned Automobile Liability coverage to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.

(ii) Certificates must provide for thirty (30) days notice to the Township in the event of cancellation or non-renewal of an Insurance Policy or pertinent coverage.

(iii) Certificates to name the Corporation of the Township of Limerick as additional insured with respect to the work performed.

(iv) Certificates providing Proof of Environmental Impairment Liability will be required where applicable.
SCHEDULE “M”

CONSTRUCTION SPECIFICATIONS (OPSS)

It shall be the Owner’s responsibility to obtain current copies of the following Construction Specifications, Ontario Provincial Standard Specifications (OPSS) which shall form part of these specifications.

The Owner shall construct, install and maintain at his own expense the roads, temporary and permanent storm water management systems, lot grading and drainage, erosion controls, utilities and other related services itemized in Schedule “E” Works, within the Plan of Subdivision in accordance with current Ontario Provincial Standards (OPSS) and in accordance with current OPSD engineering drawings in Schedule “H”. Please note that the OPSD drawings listed are not intended to be all inclusive and are subject to revision.

Ontario Provincial Standard Specifications (OPSS)

Division 2 – General Grading

201 Clearing, Close cut clearing, Grubbing, and Removal of Surface and Piled Boulders
206 Grading
209 Embankments Over Swamps
212 Borrow

Division 3 – Construction Specification – Pavement

301 Restoring Unpaved Roadway Surfaces
314 Untreated Granular Subbase, Base Granular Shoulder, and Stockpiling

Division 4 – Construction Specification for Drainage and Tunnels

421 Pipe Culvert Installation in Open Cut

Division 5 – Miscellaneous

501 Compacting
506 Dust Suppressants
511 RipRap, Rock Protection and Granular Sheeting
514 Trenching, Backfilling and Compacting
518 Control of Water From Dewatering Operations
565 Protection of Trees
570 Topsoil
572 Seed and Cover
577 Temporary erosion and Sedimentation Control Measures
June 3, 1999

Lycotech Inc,
28744 Highway 28,
RR# 3,
Bencroft, Ontario
KOL 1CO

ATTENTION: Mr. Lyle Ball, P.Eng.

Dear Mr. Ball,

Re: Limerick Lake Estates,
Subdivision Road Standards and
External Road Improvements.

This letter will confirm our telephone discussion of last evening.

The following matters were discussed and agreement made on resolution as noted:

Subdivision Internal and Main Access Road Standards.

Standards for the design of internal roads are as follows:

| Lane width  | 3.0 meters |
| Shoulder width | 0.5 meters |
| Surface type  | loose top gravel |
| Maximum gradient | 13% |
| Culvert size  | 450 mm (18") minimum diameter |

Standards for the design of the subdivision main access road are as follows:

| Lane width  | 3.0 meters |
| Shoulder width | 1.0 meter |
| Surface type  | loose top gravel |
| Maximum gradient | 13% |
| Culvert size  | 450 mm (18") minimum diameter |

We are agreed that these standards are acceptable for the construction of the subdivision internal and main access roads.
### External Subdivision Access Road Improvements

Spot improvements to St. Ola Road and Limerick Lake Road that could reasonably be completed to improve visibility and safety for traffic include spot clearing on St. Ola Road between Highway 62 and Limerick Lake Road, spot clearing over the entire length of Limerick Lake Road, spot vertical alignment improvement of crest curves, centerline culvert frost training, ditching and frost heave excavation.

The estimated cost of the above noted improvements is as follows:

<table>
<thead>
<tr>
<th>Improvement Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing</td>
<td>$10,000</td>
</tr>
<tr>
<td>Supply, haul, place and compact Granular &quot;H&quot; gravel (vertical alignment improvements)</td>
<td>$35,000</td>
</tr>
<tr>
<td>Supply, haul, place and compact Granular &quot;A&quot; gravel</td>
<td>$15,000</td>
</tr>
<tr>
<td>Culvert frost training, ditching and minor excavation (from heaved) and minor drainage improvements</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$75,000</strong></td>
</tr>
</tbody>
</table>

Timing of the spot road improvements should be scheduled to coincide with the build-out of the subdivision. The total improvement cost should be divided into thirds and budgeted to be spent on the spot improvements when the subdivision is one-third, two-thirds and fully built out (i.e. end of each phase).

The scope of the spot improvements should be determined by the township to realize the most effective improvement at the time of construction.

We are agreed on the above described scope of work and total cost of $75,000.

### Cost Sharing Spot Improvement Costs

The total spot improvement cost as previously described will be shared between the Township and the developer on the basis of relative traffic volumes generated from the subdivision and existing on Township access roads as set out below.
Traffic volumes (AADT's) on St. Ola and Limerick Lake Roads are estimated to be 200 vehicles in 10 years. The estimated traffic volume generated by the Limerick Lake Estates (11 lots) at full build out (estimated at 10 years) is 64 vehicles. Assuming a 50/50 split in traffic using the north and south access roads to the subdivision, the increased traffic volume (AADT) on St. Ola and Limerick Lake Roads will be 32 vehicles.

Using the above noted traffic numbers the developer's share of the spot improvement costs will be 32/200 x $75,000 = $12,000 and the Township share will be 168/200 x $75,000 = $54,000 (payable in one-third, equal installments at the end of each phase).

Construction Traffic Related to Individual Lot Development

Individual lot development will include the construction of private sewage systems. This construction will require the hauling of tile bed materials over St. Ola Road and the south end of Limerick Lake Road. With the phased development of individual lots over 10 years and the timing of construction work in summer and fall seasons, no detrimental impact on the condition of Township roads is expected.

We agree that individual lot development and the construction traffic on Township roads will not have any detrimental impact on Township roads.

Mr. Ball, the foregoing represents my understanding of the issues we discussed and our agreement on their resolution. If you concur with the contents of this letter please so acknowledge by signing at the place indicated below.

Respectfully submitted,

THE CREEK GALLOWAY GROUP INC.
ENGINEERS AND PLANNERS

B. F. Pinder, P.E.

The foregoing letter represents my understanding of the discussion between Mr. Pinder and myself and I concur with the points of agreement noted in the letter.

Lyte Ball, P.E.
Lycousk Inc.
Notes:
- No sand or other material to be placed below high water line to create beach.
- Coarse sand to be used to restore original grade on portion of beach above high water line (after removal of existing cottage, vegetation and debris).
- Main dock to be pile supported, with floating slips.
- All in-water works subject to final review and acceptance by DFO (with input from MNR). Any modifications required by DFO to be included in final design.
- Bark chip pathway to be routed to minimize removal of trees of 15cm or larger diameter.
- Shore facilities teaching bed to be located in either the Option A or Option B envelope (approximate), depending on which has the best subsurface soil conditions. In either case, this is to be located a minimum 100m back from the lake, with pre-treatment through Phosphorus removal system.

FIGURE 1
PRELIMINARY SITE PLAN OF RECREATION CENTRE, DOCK, AND PARKING AREA
LIMERICK LAKE ESTATES

SCALE

1:1300

DATE INITIATED: August, 2000

REVISIONS

BY

Michalski Nielsen

Field Notes:
1. Waterline survey
2. Site survey
3. Field work

Schedule “O”
Beach Site Area Plan
June 5, 2008

Bernice Crocker, Clerk Treasurer
Township of Limerick
89 Limerick Lake Road, RR2
Gilmour, ON K0L 1W0

Rick Hunter, Planning Consultant
Planscape,
104 Kimberley Avenue
Bracebridge, ON P1L 1Z8

Re: Limerick Lake Estates Road Proposed Street Names

Dear Bernice/Mr. Hunter;

I've reviewed the correspondence forwarded to me by Rick Hunter of Planscape this week regarding the naming of roads for the Limerick Lake Estates development.

As you requested, the most current proposed road names were cross-referenced with the Hastings / Quinte 9-1-1 Road Name database.

There were no similarities found for the following proposed names and therefore, these are acceptable names under the County of Hastings 911 Road Naming Protocol:

- Windmere Drive
- Ermine Lane
- Royal Drive
- Grandview Court
- Pheasant Lane
- Fawn Court
- Poole Lane
- Berenson Lane
- Impala Court

If you have any questions please feel free to contact me at the County of Hastings Planning office.

Nick January
GIS Coordinator
County of Hastings
januaryn@hastingscounty.com