

**THE CORPORATION OF THE CITY OF BROCKVILLE**  
**By-law No. 089- 2003**

*Being a By-law to Dedicate a 0.3 m Reserve on Part Lot 12, Concession 2, Plan 228,  
City of Brockville, County of Leeds, being Part 7, Reference Plan 28R-5463,  
as a Pubic Highway and to Name Same Cuthbertson Avenue  
(File No. 08T-03501)*

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**WHEREAS** the Council for the Corporation of the City of Brockville deems it expedient to dedicate a 0.3 m reserve on Part Lot 12, Concession 2, Plan 228, City of Brockville, County of Leeds, being Part 7, Reference Plan 28R-5463, as a public highway and to name same Cuthbertson Avenue as per Clause 19 of the Subdivision Agreement between The Corporation of the City of Brockville and 1579703 Ontario Limited.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE HEREBY ENACTS AS FOLLOWS:**

1. THAT Part Lot 12, Concession 2, Plan 228, being Part 7, Reference Plan 28R-5463, City of Brockville, County of Leeds is hereby dedicated as a public highway and the same be named Cuthbertson Avenue.

**GIVEN UNDER THE SEAL OF THE CORPORATION  
OF THE CITY OF BROCKVILLE AND PASSED THIS  
22<sup>nd</sup> DAY OF JULY, 2003**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
*Deputy* **CLERK**



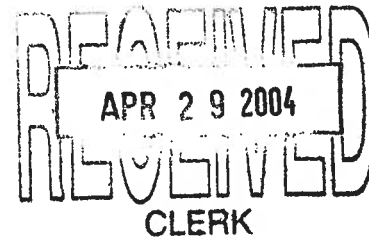
COPY - S. SEALE  
J. Amico

29 April 2004

08T-03501

**WILSON / EVELY**

Barristers and Solicitors  
P.O. Box One  
3 Court Terrace  
Brockville, Ontario  
K6V 5T7



**Attention:** Mrs. P. Richardson

**RE:** By-law 089-2003  
St. John's Wood Subdivision, City of Brockville

Dear Mrs. Richardson

Please accept this letter as follow-up to our (Faurischou - Richardson) telephone discussion of 29 April 2004 regarding registration details for City of Brockville By-law 089-2003.

Available records do not show that By-law 089-2003 was registered. As per our discussion, I have enclosed an original and two copies of By-law 089-2003 to enable you to register the document. Please provide a copy of registration details to the Planning Department for our records upon registration.

Please contact the Planning Department should you have any questions.

Yours sincerely,

**PLANNING DEPARTMENT**

A handwritten signature in black ink, appearing to read "J. Faurischou".

**Jonathan Faurischou**  
**Planner**

**Enclosures.**



FOR OFFICE USE ONLY

0334798

CERTIFICATE OF REGISTRATION  
LEEDS (28) BROCKVILLE

03 AUG 27 PM 3 59

LAND REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

|  |   |   |
|--|---|---|
| (1) Registry <input checked="" type="checkbox"/>   | Land Titles <input type="checkbox"/>                                      | (2) Page 1 of 22 pages  |
| (3) Property Identifier(s)   | Block   | Property  |
| (4) Nature of Document<br>SUBDIVISION AGREEMENT  |   |   |
| (5) Consideration  |   |   |
| Dollars \$   |   |   |
| (6) Description<br>Lots 1 through 9, inclusive<br>Blocks A through G, inclusive<br>and the extension of Cuthbertson Avenue<br>Plan 424<br><br>City of Brockille<br>County of Leeds |   |   |
| (7) This Document Contains:  | (a) Redescription<br>New Easement<br>Plan/Sketch <input type="checkbox"/> | (b) Schedule for:<br>Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> |

(8) This Document provides as follows:

Continued on Schedule ☐

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

|   |              |                            |
|---|--------------|----------------------------|
| (10) Party(ies) (Set out Status or Interest)<br>Name(s)       | Signature(s) | Date of Signature<br>Y M D |
| 1579703 ONTARIO LIMITED<br>by its solicitor: W. Robert Wilson |              | 2003 08 27                 |
|   |              |                            |
|   |              |                            |

|                          |  |
|--------------------------|--|
| (11) Address for Service | c/o P.O. Box 1, Brockille, Ontario K6V 5T7 |
|--------------------------|--|

|   |              |                            |
|---|--------------|----------------------------|
| (12) Party(ies) (Set out Status or Interest)<br>Name(s) | Signature(s) | Date of Signature<br>Y M D |
| THE CORPORATION OF THE CITY OF<br>BROCKVILLE            |              |                            |
|   |              |                            |
|   |              |                            |

|                          |   |
|--------------------------|---|
| (13) Address for Service | 1 King Street West, Brockville, Ontario |
|--------------------------|---|

|                                    |   |                     |                     |
|------------------------------------|---|---------------------|---------------------|
| (14) Municipal Address of Property | (15) Document Prepared by:<br>W. Robert Wilson<br>WILSON/EVELY<br>3 Court Terrace<br>P.O. Box One<br>Brockville, Ontario<br>K6V 5T7 | FOR OFFICE USE ONLY | Fees and Tax        |
|                                    |   |                     | Registration Fee 60 |
|                                    |   |                     |                     |
|                                    |   |                     |                     |
|                                    |   |                     | Total               |

**THE CORPORATION OF THE CITY OF BROCKVILLE  
SUBDIVISION AGREEMENT  
(St. John's Wood Subdivision)**

THIS AGREEMENT made the 24th day of August, A.D. 2003.

**BETWEEN: 1579703 ONTARIO LIMITED**

hereinafter called the "Owner";

OF THE **FIRST** PART

**AND**

**THE CORPORATION OF THE CITY OF BROCKVILLE**

hereinafter called the "City";

OF THE **SECOND** PART

**WHEREAS**, in accordance with Section 51(6) of the Planning Act, R.S.O. 1990, c.P. 13, a municipality may enter into agreements imposed as a condition of the approval of a plan of subdivision; and

**WHEREAS**, at the time of the making of this Agreement, the Owner purports to own certain lands, being Lots 1 through 9, inclusive, Blocks A through G, inclusive, and the extension of Cuthbertson Avenue, Registered Plan Number 424, in the City of Brockville, County of Leeds., as described in Schedule "A" attached hereto; and

**WHEREAS** the Owner proposes to subdivide the said lands by means of a registered plan of subdivision, creating nine (9) Lots, seven (7) Blocks, and one (1) Street; and

**WHEREAS** the Owner and the City have agreed to certain matters hereinafter expressed with respect to the servicing and development of such lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the City as follows:

**GENERAL CONDITIONS:**

**1. Definition of Plan**

- a) THAT this Agreement shall apply to and be binding upon the land described in Schedule "A" to this Agreement. For the purposes of this Agreement, the land to which this Agreement applies may hereinafter be referred to as the "Plan".
- b) The Plan shall be subdivided in accordance with Schedule "B" of this Agreement, prepared by Collett Surveying Ltd.

**2. Municipal Services**

THAT the municipal services described and detailed in Schedule "C" attached hereto, including but not limited to curbs and gutters, sidewalks, asphalt pavement, sanitary sewers, storm sewers, watermain, drainage facilities, street lighting system and connections to existing services as may be required (hereinafter referred to as the "Work"), shall be installed and constructed upon all of the streets to serve all of the lots within the limits of the Plan in accordance with the time schedule set out in Schedule "D" attached hereto, all at the expense of the Owner. All such Work shall be constructed to the requirements of the City of Brockville to the satisfaction of the City Engineer and in accordance with design drawings Numbered PP1, LG1 and U1 prepared by Genivar Consulting Group, titled as follows:

1. **"ST. JOHN'S WOOD, PLAN - PLAN AND PROFILE, GORDON WHITE"**. Issued by Genivar Consulting Group, Drawing No. PP1, dated 2003-06-26, as revised.
2. **"ST. JOHN'S WOOD - LOT GRADING AND DRAINAGE, GORDON WHITE"**. Issued by Genivar Consulting Group, Drawing No. LG1, dated 2003-06-26, as revised.
3. **"ST. JOHNS WOOD - UTILITY PLAN, GORDON WHITE"**. Issued by Genivar Consulting Group, Drawing No. U1, dated 2003-06-26, as revised.

### 3. Construction Schedule

THAT if the Owner fails to install any Work within the time specified in Schedule "D" or at such later time as is requested by the Owner and approved by the City Engineer in writing or, having commenced to install it, fails to install it in accordance with the terms of this Agreement or, if any of the Works so installed are faulty and upon seven (7) days written notice to the Owner, the Owner fails to commence within such seven (7) days to rectify its default hereunder and proceed diligently to rectify such default in addition to any other remedy the City may have, after providing the Owner with notice of its intention to do so or, if in the opinion of the City there is an emergency, the City may, without notice, enter upon the land described in Schedule "A" to this Agreement and construct and install the Work and repair or reconstruct any faulty Work and replace materials not in accordance with the specifications and charge the cost thereof, together with a management fee of 20% and a disruptive fee of 30% of the cost of such materials or work, to the Owner. If the City enters the land for any such purpose without notice in the event of an emergency, it shall give written notice to the Owner as soon thereafter as it is practical to do so. Any entry by the City upon the land for the purposes of this Clause shall not constitute an acceptance of any Work by the City.

### 4. Electrical Distribution Systems

- a) THAT prior to commencement of construction, the City shall be advised, in writing, by Hydro One Networks Inc. that the Owner has entered into an Agreement with Hydro One Networks Inc. respecting the electrical distribution system.
- b) The electrical distribution system or such portions thereof as may be specified shall be installed underground to meet all requirements of Hydro One Networks Inc.
- c) All street lighting systems must be installed as per Schedule "C", Part 6, to this Agreement.

REL'D  
14-01-03  
COPY OF  
P&T.

### 5. Engineering Design and Construction Inspection

- a) THAT the engineering design, supervision and inspection of construction of the Work will be carried out by a Professional Engineer, registered in the Province of Ontario, to be employed by the Owner, subject to such Engineer being satisfactory to the City Engineer, provided also that the City reserves the right to inspect the construction of the Work and to test the Work as it may deem advisable.
- b) The Owner agrees to pay, on demand by the City, the cost of any inspection and testing undertaken by the City in accordance with Clause 5.a) above, and such cost shall be calculated on the following basis:

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- i) the wage rate plus labour burden paid by the City to the employee(s) on such inspection;
  - ii) the City rental rate for vehicles and equipment in effect at the time; and
  - iii) miscellaneous and out-of-pocket expenses.
- c) The design and inspection of the Work shall be in accordance with current City engineering requirements for residential development and shall include but not necessarily be limited to:
  - i) a topographic plan and copies of the calculations used in the design of the storm sewers and sanitary sewers capacities. Flow calculations for sanitary sewers shall be made in accordance with good engineering design and storm sewer flows shall be calculated using the City's Five Year Rainfall Intensity Curves, as prepared by Gore and Storrie Limited, Consulting Engineers, dated March 1970 and revised 1991;
  - ii) a grading and drainage plan as detailed in Schedule "C" to this Agreement;
  - iii) the inspection of the sanitary and storm sewer mains by closed circuit television on two (2) occasions. The first such inspection is to be carried out prior to the paving of any street, the second such inspection is to be carried out within sixty days preceding the request for final acceptance of the Work;
  - iv) the testing for infiltration or exfiltration of the sanitary sewers by methods acceptable to the City Engineer, with such testing to be carried out prior to the preliminary approval of the underground Work by the City or the final paving of any such street, whichever may be sooner; and
  - v) the testing of granular, asphalt and concrete materials by a suitably certified firm.

All testing and inspection shall be at the cost of the Owner.

- d) The review of drawings, specifications and contract documents for, and the inspection of, any of the Work by the City does not relieve the Owner of its obligations to construct the Work strictly in accordance with standard engineering requirements and to City standards, nor to the standards of any such other authority as may have jurisdiction.
- e) The City reserves the right to inspect the buildings located within the Plan with respect to their conformity with the grading and drainage plan and the Owner shall pay the costs of such inspection in accordance with Clause 5.b) hereof.

## **6. Maintenance by Owner**

- a) THAT the construction and installation of the required Work will be carried out by one or more persons, firms or corporations acceptable to the City, who shall enter into a construction contract or agreement with the Owner in a form satisfactory to the City and, without limiting the generality of the foregoing, such contract shall include the provision of public liability and property damage insurance to indemnify the City and their employees or agents from any damages or claims for damages, in an amount of not less than Two Million Dollars (\$2,000,000.00).
- b) The Owner agrees that the Work may be used by the City or other authorized persons or agencies for the purpose for which such Work is designed, and that such use shall not be deemed an acceptance of the Work by the City nor shall

such use in any way relieve the Owner of its obligations with respect to the construction and maintenance of the Work.

- c) The Owner shall maintain all the Work installed pursuant to this Agreement until final acceptance is given. The Owner shall respond to any flooding occurring throughout the Plan and provide the necessary works required to alleviate the flooding. The Owner shall reinstate any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during the construction of the Work or buildings on the land relating to the Work which may appear prior to final acceptance.
- d) In accordance with the City's Care and Use of Streets By-law Number 95-93, as amended, no open excavation shall be permitted of roadway surfaces that have been constructed during the preceding five (5) year period, other than the maintenance of existing underground plant, unless approval is obtained from the City Engineer.
- e) The Owner shall keep the streets within and abutting the Plan free of dirt and debris resulting from or in any way attributable to the construction of any Work required by this Agreement, or the construction of any buildings thereon, to the satisfaction of the City. The Owner further acknowledges responsibility for removal of any dirt and debris attributable to blasting operations within the Plan or construction of any Work required by this Agreement. If, upon notice, the Owner fails to remove any dirt and debris within any road allowance adjacent to the Plan or from lands, vehicles, buildings or structures adjacent to the Plan, then the City may remove any dirt or other debris at the cost of the Owner and, failing payment thereof by the Owner, the cost of the same shall be recoverable by the City by drawing upon the Irrevocable Standby Letter of Credit.

The contact person or agency acting on behalf of the Owner shall be Gordon White and shall be able to be reached at any time through telephone at (613) 342-9077, facsimile (613) 342-8657, cell (613) 349-0491 or e-mail [www.gordwhite@sympatico.ca](mailto:www.gordwhite@sympatico.ca). In the event that said representative cannot be reached by City staff, in order to direct that dirt or debris resulting from his/her operations are resulting in a nuisance and must be removed, the City shall have the right to undertake the removal of such offending nuisance, at the cost of the Owner, and may draw upon the Irrevocable Standby Letter of Credit in this regard.

## **7. Preliminary Approval**

THAT upon substantial performance of each contract, as defined by the Construction Lien Act, R.S.O. 1990, the City may grant preliminary approval of the Work done thereunder, subject to the conditions of use and maintenance of the Work described herein, and the Owner shall require that an Irrevocable Bank Guarantee or Surety Bond in a form satisfactory to the City Solicitor be provided by the person, firm or corporation carrying out the Work, guaranteeing the maintenance of the construction for a period of one year. A copy of such guarantee shall be provided to the City. Such preliminary approval shall in no way release the Owner from any obligations under this Agreement nor in any way constitute an acceptance of any such Work.

## **8. Final Acceptance**


- a) THAT at least one (1) year after preliminary approval as described in Clause 7 herein and before applying for final acceptance of the Work or of all of the Work included in any stage of the Plan, as described in Clause 9 herein, or of any part thereof, the Owner shall supply the City with:

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- i) a written request for acceptance;
  - ii) a Statutory Declaration that all accounts for work and materials have been paid except normal guarantee holdbacks, and that there are no claims or liens in connection with such work done or materials supplied for or on behalf of the Owner;
  - iii) a Certificate from the Owner's Engineer stating that he/she has been engaged for complete services during construction of the Work, and that the Work has been constructed and installed in accordance with City specifications, standards and requirements and in accordance with the approved design of the Work;
  - iv) a Certificate as to the actual cost of the Work;
  - v) a Certificate signed by an Ontario Land Surveyor confirming that the Surveyor has found in their original position all standard iron bars and rock bars delineating road allowances together with all bars required to locate the limits of all easements, City-owned lots and such other bars as may be required by the City Engineer. The tops of all such bars shall be within 50 mm of the finished grade and the Certificate shall indicate the date of field verification, which shall not be earlier than commencement of the maintenance period for aboveground Work; and
  - vi) final drawings of the Work showing all of the services as constructed, to be submitted upon completion of the Work or as may be required from time to time by the City Engineer. One original drawing and one print copy shall be provided. Final drawings will be produced on a CADD drafting system, and the Owner shall, at his/her sole expense, provide to the City a copy of the CADD disc in a format which is compatible with the City's CADD system. Private sewer connections shall be located by showing the distance from the junction of the connection pipe at the main to the nearest "downstream" manhole, together with the distance of the connection pipe at the street line from an adjacent lot line. The Owner shall, at his/her cost, conduct a total station survey of the entire Work, such survey to be tied into the City's Survey Monument System. Disc(s) of the survey shall be provided to the City in a format compatible with the City's CADD system. This survey shall also pick up such details as property bars and as-constructed dwellings.

The performance by the Owner of its obligations under this Agreement to the satisfaction of the City Engineer shall be a condition precedent to the final acceptance of the Work by the City. When the City Engineer is satisfied that the Work, and any other works which may have been required, have been executed in accordance with this Agreement and the City standards, specifications and requirements, and has also been satisfied that all City accounts have been paid and maintenance requirements met, he/she shall forthwith present a report to the Council of the City. Final acceptance of any of the Work shall be evidenced by Resolution of Council. Upon the said Resolution being passed, the ownership of the Work shall vest in the City and the Owner shall have no claim or rights thereto, other than those accruing to it as the Owner of the land abutting streets on which the Work was installed.

b) Undeveloped Lots

The City may grant final acceptance of the Work, notwithstanding the fact that some of the lots within the subdivision remain undeveloped. Before such final acceptance by the City, the Owner shall grade and seed the undeveloped lots





so that the said undeveloped lots conform to the approved grading and drainage plan, as certified by a Professional Engineer or Ontario Land Surveyor.

## **9. Staging of Development**

The Work may be carried out in sections or stages wherein a number of adjacent lots may be serviced at one time and under a separate contract, provided that the approval for each stage is given in advance by the City Engineer. Such a program must ensure the orderly and progressive development of the subdivision and make adequate provision for vehicular traffic, including the construction of temporary turning areas and the erection of temporary street signs as required by the City Engineer. The requirement of this Agreement with respect to the timing of the completion of the pavement, curbs and gutters will be applicable to such sections or stages.

## **10. Completion of Services**

- a) THAT the completion of the construction of the curb, gutter, pavement and sidewalk shall be carried out forthwith following the construction and testing of the underground services, the grading of the road allowance and the installation of the granular base courses.
- b) The City Engineer may, upon written request from the Owner, permit such work to be deferred where, in the opinion of the City Engineer, such work should be deferred. The Owner shall, however, at any time subsequent to such deferment, proceed to carry out the construction of the curb and gutter and pavement upon receipt of instructions from the City Engineer within such time as he/she may specify.
- c) The City Engineer may require the deferment of the curb and gutter and pavement where, in his/her opinion, such Work should be deferred.

## **11. Natural Gas Distribution Systems**

- a) That the Owner shall arrange with Enbridge Consumers Gas Company for the installation of natural gas throughout the Plan. Natural Gas distribution system shall be installed within the road allowance.
- b) The Owner shall grade all streets to final elevation prior to the installation of gas lines, and provide the necessary filed survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas Company.

## **12. City Maintenance Services**

THAT the Owner agrees that the City will not grant final acceptance of any street or portion of street until the requirements of this Agreement respecting such street or portion of street have been completed, provided that where dwellings have been constructed and occupied, the City may provide garbage collection and winter control, provided that all streets are paved and accessible to undertake the above referred to services.

Should the City elect to provide garbage collection and/or snowplowing services prior to final acceptance of the street, and only base course asphalt be in place, then the Owner shall ensure that all street ironworks, including manhole frames and covers and catchbasin gratings, are flush with the asphalt surface. The provision of such services shall not constitute the final acceptance of any of the Work by the City.

### 13. Sale of Lands

- a) THAT until such time as the Work is fully constructed and installed to the satisfaction of the City, the Owner covenants and agrees not to sell, convey, transfer or assign any of the lots within the Plan without first obtaining the written consent of the City to any such sale, conveyance, transfer or assignment. Notwithstanding the foregoing, the Owner may mortgage or convey the whole of the Plan without the consent of the City but shall not convey any lot therein prior to the registration of this Agreement.
- b) In the event that any sale, conveyance, transfer or assignment is made without first securing the written consent of the City to such sale, conveyance, transfer or assignment, then the purchaser, grantee or assignee of the Owner shall be personally and immediately liable for the proportion of the cost of any of the unfinished Work, including drainage facilities, on or contiguous to the lot or lots sold, conveyed, transferred or assigned. Additionally, the purchaser, grantee or assignee of the Owner shall be personally and immediately liable for the proportion of any lien against the services on or contiguous to the lot or lots sold, conveyed, transferred or assigned.
- c) The City may, at its discretion, consent to any sale, conveyance, transfer or assignment of any lot or block within the limits of the Plan upon payment by the Owner to the City of such sum as is, in the opinion of the City Engineer, equal to the cost of any unfinished Work on or contiguous to such lot or block.
- d) The Clerk and Chief Planning Officer be and they are hereby authorized to execute, from time to time, a release of all or part of the said lands from the said Agreement in favour of the Owner and such release shall be in the form as set forth in Schedule "E" of this Agreement. Where proof of payment for services constructed in accordance with this Agreement is required prior to the execution of Schedule "E" by the Clerk and Chief Planning Officer, Schedule "F" to this Agreement shall be completed.

### 14. Building Permits

- a) THAT the Owner agrees that the City shall not be required or requested to issue building permits for any dwelling within the limits of the Plan until such time as all of the Work, exclusive of the curb and gutter and pavement, has been given preliminary approval as described in Clause 7 herein provided that, where the Owner has been authorized to proceed to install the Work and develop the land in stages, the requirements of this paragraph shall apply to the stage or stages of the subdivision from time to time developed.
- b) From time to time if it is deemed by him/her to be expedient to so do, the Chief Planning Officer may authorize the issuance of building permits on lots abutting streets upon which the Work has not been given preliminary approval, provided that no such building shall be occupied until all the Work, exclusive of the curb and gutter, pavement and sidewalks, has been given preliminary approval. However, under no circumstances will any building permits be issued unless water service is available to ensure adequate firefighting capabilities.

### 15. Lot Grading and Drainage

- a) THAT prior to the occupancy of any dwelling unit within the Plan, the Owner shall present to the Chief Planning Officer or his/her designate, proof, by way of a drawing prepared and stamped either by a Professional Engineer or an Ontario Land Surveyor, that the lot on which the said dwelling is located conforms to the approved grading and drainage plan.

- b) The Owner agrees to provide in both the Agreement of Purchase and Sale and in the Deed for any lot(s) or blocks(s) within the Plan:
  - i) a clause to the effect that the grades established on individual lots are in conformity with the approved grading and drainage plan and shall not be altered by the addition or removal of fill unless such actions receive the prior written approval of the City Engineer;
  - ii) a clause that no structures whatsoever shall be constructed in or on any drainage swale;
  - iii) a clause that the purchaser of any lot within the limits of the Plan covenants to obtain a similar acknowledgment as in paragraphs 15. b), i) and ii) of this Agreement from any subsequent purchaser of property within the Plan.

## **16. Street Names and Street Right-of-Way Widths**

- a) THAT the name of the street shall be shown on the Plan, namely Cuthbertson Avenue.
- b) No street right-of-way within the limits of the Plan shall be less than 20 metres in width.

## **17. Municipal Addressing**

THAT the municipal addresses for the Plan shall be determined by the Chief Building Official, at his/her sole discretion.

## **18. Conveyances / Easements**

- a) THAT the Owner, at his/her expense, will grant to the City, Hydro One Networks Inc., the Bell Telephone Company of Canada, or to any other person, firm or corporation as may be designated by the City, such easements as are required to adequately service the area.
- b) THAT the Owner, at his/her expense, will grant to Hydro One Networks Inc. such easements with respect to an existing three phase primary electrical line located in the vicinity of the north side of lots 4, 5 and 6 and Block A and the south side of Blocks B through G, inclusive.
- c) THAT the City shall convey lands described as Parts 18, 19 20 and 21, Reference Plan 28R-5463, previously used for the purposes of a temporary turn-around, to the appropriate adjacent property owners.

The Owner shall be responsible for full restoration of Parts 18, 19 20 and 21 Reference Plan 28R-5463, including but not limited to removal of the existing cul-de-sac and radius curbing, construction of new curb and gutter to provide pavement width of 8.5 metres, extension of driveways to match existing driveway surfaces and width, related landscaping improvements including topsoil and sod and extension of the existing concrete sidewalk on the east side of Cuthbertson Avenue, all such work to be to the satisfaction of the City of Brockville.

- d) THAT with respect to the transfer of Blocks A through G to abutting owners,
  - i) the developer shall submit to the City the agreements of purchase and sale from all adjacent property owners expressing their intent to acquire abutting lands and which acknowledge by agreement that all adjacent property owners will accept the conveyance. In this regard, it is acknowledged that the owner of Lot 9, Plan 358, shall acquire Blocks D and E; and



- ii) the developer shall accept that all costs associated with the transfer of Blocks A through G shall be borne by the developer; and
- iii) the transfer shall take place simultaneously with registration of the plan of subdivision.

## **19. 0.3 Metre Reserve**

THAT the City shall dedicate by by-law the 0.3 m reserve, described as Part 7, Reference Plan 28R-5463, as a public highway to be named Cuthbertson Avenue.

## **20. Community Mailboxes**

Mail delivery is proposed by Canada Post to be to a centralized mail facility/ community mailbox. The community mailbox shall be supplied and installed by Canada Post. The location of the community mailbox shall be at Walsh Court and Cuthbertson Avenue.

The Owner shall inform all prospective purchasers of the location of the community mailbox adjacent to the subdivision.

## **21. Upper Canada District School Board**

The deed for each of Lots 1 through 9, inclusive, shall include a clause to the satisfaction of the Upper Canada School Board with regard to resident pupils within the subdivision, which states the following:

"THAT the Owner, personally and on behalf of all future lot owners within the subdivision, acknowledges that pupils residing within the subdivision are not guaranteed the right to attend the nearest public school. Pupils may be asked to travel to other public schools in accordance with Upper Canada District School Board Policy as required."

## **22. Composters / Solid Waste Disposal**


- a) THAT the Owner, at his/her expense, shall install backyard composters for each single detached dwelling unit in the Plan, to the satisfaction of the Solid Waste Reduction Facilitator for the City, or his/her appointed designate.
- b) Curbside refuse/recycling collection shall be provided by the City as per By-law 94-2000, as amended.

## **23. Acceptance of Agreement by the City**

THAT the Owner agrees that the acceptance of any monies or other requirements of this Agreement, or any other action by any employee of the City, shall not in any way constitute acceptance of this Agreement by the City, until this Agreement has been authorized by the Council of the City, and this Agreement signed by the persons authorized to do so.

## **24. Indemnification**

THAT the Owner shall indemnify and save harmless the City, its servants, agents and employees from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributed to the carrying out of the provisions of this Agreement.



## 25. Succession of Agreement

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

## 26. Scope of Agreement

THAT all Schedules hereto shall be read with, and form part of, this Agreement.

## 27. Dispute Resolution

THAT if at any time a dispute, difference or question arises between the parties touching any of the matters with which this Agreement is concerned, or the construction, meaning or effect of this Agreement, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree on one, otherwise to three arbitrators, one to be appointed by each party and a third arbitrator to be appointed by the first-named two arbitrators, in writing, before they enter upon the business of the reference. If either party refuses or neglects to appoint an arbitrator within seven (7) days after the other party has appointed an arbitrator and has served a written notice upon the other party requiring it to make the appointment, then the arbitrator first appointed shall, at the request of the party appointing him/her, proceed to hear the matters in dispute as if he/she were a single arbitrator appointed by both parties for the purpose, and the award or determination made by the said arbitrators, or by the majority of the arbitrators, or by the single arbitrator, shall be final and binding upon the parties, their successors and assigns.

## FINANCIAL MATTERS:

## 28. Financial Security

- a) THAT the Owner shall, prior to the construction of any Work on any street, provide security to the City, in the form of an Irrevocable Standby Letter of Credit, in a form satisfactory to the City Solicitor, in favour of the City in the value of 100% of the Work, described in Clause 2 and Schedule "C" to this Agreement.

REC'D  
16 OCT 2003

The estimated value of the Work shall be determined by the City Engineer, whose decision in this regard shall be final.

- b) Notwithstanding Clause 27 hereof, should the Owner, in the opinion of the City Engineer or his/her designate, be in default or non-compliance of any provision of this Agreement with respect to the construction of Work required under this Agreement, the City may draw upon the Irrevocable Standby Letter of Credit to remedy the default or non-compliance.
- c) Should the Owner, within the time specified, fail to install any Work required pursuant to this Agreement, or fail to pay a City invoice within thirty (30) calendar days of the date of the issuance thereof, the City may draw upon the Irrevocable Standby Letter of Credit to complete the Work or pay the invoice. Interest shall accrue on any past due amount (any amount outstanding and unpaid after thirty (30) days), and said interest shall be calculated at the City's prevailing borrowing rate, on the date that the account became past due, plus two (2) percentum.
- d) THAT the City may, in its absolute and sole discretion and notwithstanding Clause 27 of this Agreement, partially release the Irrevocable Standby Letter of Credit as Work is progressively completed and paid for by the Owner, provided that a notarized statutory declaration is received confirming the payment of all accounts and outstanding indebtedness pertaining to the said Works for which release of financial security is being requested.

*[Handwritten signature]*

- e) Upon preliminary approval of all other Work by the City (other than roads), the City may permit a reduction in the financial security relating to such Work by up to eighty-five (85%) percent. The preliminary approval of such Work shall be dated as of the date of the Owner's application for approval thereof. It is understood that the remaining fifteen (15%) percent of the financial security relating to such Work shall be held by the City to cover the Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Work. Such warranty and maintenance obligations relating to such Work (other than roads) shall continue until final acceptance by the City.
- f) Release of the Irrevocable Standby Letter of Credit by the City shall not be construed to release the City's rights and claims against the Owner pursuant to this Agreement.
- g) The Owner acknowledges that no interest shall be paid by the City respecting any funds deposited with the City in accordance with this clause.

## 29. Payment of Taxes

THAT the Owner agrees to pay all arrears of taxes outstanding against the property within the limits of the Plan prior to authorization of this Agreement by the City.

## 30. Cash-In-Lieu of Parkland Dedication

THAT prior to the issuance of any building permit, the Owner shall pay to the City Eleven Thousand, Five Hundred Dollars (\$11,500.00) representing the payment of 5% cash-in-lieu of parkland dedication.

REC'D  
14-OCT-03  
LMEQUE

## 31. Development Charges

THAT Development Charges shall be paid by the Owner in accordance with City of Brockville By-law 70-99, as amended, or successor thereto.

## 32. Millwood Avenue Impost

THAT the Owner shall, prior to the issuance of individual building permits for the construction of residential units, pay to the City the sum of \$1,311.11 per dwelling unit, said fee constituting a contribution towards the cost of the previous construction of Millwood Avenue by the City. The said fee shall be increased in January annually at a rate of 4% compounded.

IN WITNESSETH WHEREOF THE Parties hereto have hereunto affixed their Corporate Seals and the hands of their proper officers.

THE CORPORATION OF  
THE CITY OF BROCKVILLE

1579703 ONTARIO LIMITED

  
Mayor B. W. Tekamp

  
Mr. Gordon White, President

  
Mr. B.C. Switzer, City Clerk / CAO

  
Mr. Richard Walker, Treasurer

LIST OF SCHEDULES: ST. JOHN'S WOOD SUBDIVISION

| SCHEDULE | PURPOSE   |
|----------|---|
| A        | Legal description of St. John's Wood Subdivision  |
| B        | Plan of Subdivision   |
| C        | Municipal Services to be installed, including curbs, gutters, sidewalks, asphalt paving, sanitary sewers, storm sewers, watermains, drainage facilities, street lighting system and connections to existing services. |
| D        | Time Schedule for Construction  |
| E        | Lot / Block Release (request form)  |
| F        | Irrevocable Standby Letter of Credit Release / Reduction (request form)   |

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**SCHEDULE "A"**

**OF SUBDIVISION AGREEMENT BETWEEN 1579703 ONTARIO LIMITED  
AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE 27 DAY OF August A.D. 2003  
(ST. JOHN'S WOOD SUBDIVISION)**

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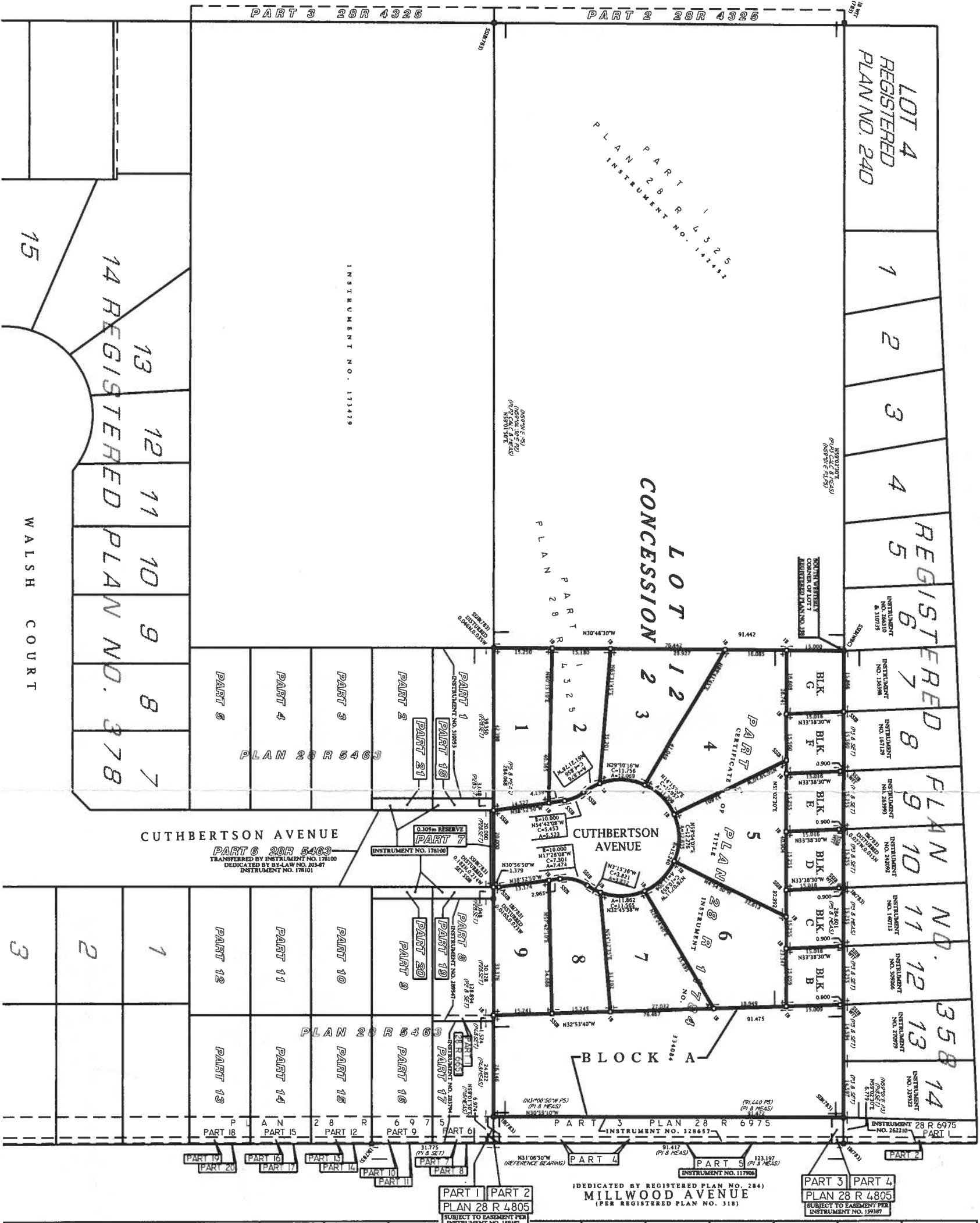
Lots 1 through 9, inclusive, Blocks A through G, inclusive, and the extension of  
Cuthbertson Avenue, Registered Plan Number 424, in the City of Brockville, County of  
Leeds.

*ms*



SCHEDULE "B"  
OF SUBDIVISION AGREEMENT BETWEEN  
1579703 ONTARIO LIMITED AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE 27<sup>th</sup> DAY OF August A.D. 2003  
(ST. JOHN'S WOOD SUBDIVISION)

LAURIER BOULEVARD  
(DEDICATED BY REGISTERED PLAN NO. 318)



CERTIFICATE OF REGISTRATION

PLAN NO. 117906  
I CERTIFY THAT THIS PLAN IS  
REGISTERED IN THE LAND REGISTRY OFFICE  
FOR THE DISTRICT OF LEEDS  
ON THE 27<sup>th</sup> DAY OF AUGUST 2003  
AND THE RECORDING OFFICER HAS  
AS PLAN DOCUMENT NO. 117906

LAND REGISTRY  
DISTRICT OF LEEDS

NOTE:  
THIS PLAN COMPREHENDS ALL OF THE LAND DESCRIBED  
IN CERTIFICATE OF TITLE NO. 314084

PLAN OF SUBDIVISION  
PART OF LOT 12  
CONCESSION 2  
CITY OF BROCKVILLE  
COUNTY OF LEEDS

SCALE = 1 : 500

COLLETT SURVEYING LTD.

METRIC  
DISTANCES SHOWN ON THIS PLAN  
ARE IN METRES AND CAN BE CONVERTED  
TO FEET BY DIVIDING BY 0.3048.

NOTES:  
1. BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE WESTLY LIMIT  
OF MIDDLEWOOD AVENUE AS SHOWN ON PLAN 28 R 6975, HAVING THE  
BEARING OF N 11° 00' 00" W.

LEGEND:  
DENOTES PLANTED MONUMENT  
DENOTES FOUND MONUMENT  
DENOTES SHOWN MONUMENT  
DENOTES BORN MONUMENT  
DENOTES CORNER MONUMENT  
DENOTES END OF CLAVE  
DENOTES PLAN 28 R 6975  
DENOTES PLAN 28 R 4805  
DENOTES PLAN 28 R 6975  
DENOTES PLAN 28 R 4805

OWNER'S CERTIFICATE

1. I, THE OWNER, HAVE READ AND UNDERSTAND THE CONTENTS OF THIS  
CERTIFICATE AND THE PLAN AND I HEREBY CERTIFY THAT THE  
LAND SHOWN ON THE PLAN IS MY OWN AND I HAVE NO  
INTEREST IN ANY OTHER LAND SHOWN ON THE PLAN.

2. I HEREBY CERTIFY THAT THE LAND SHOWN ON THE PLAN IS  
NOT SUBJECT TO ANY OTHER INTEREST, INCLUDING BUT NOT  
LIMITED TO, MORTGAGES, EASEMENTS, OR OTHER RIGHTS.

SURVEYOR'S CERTIFICATE

1. I, THE SURVEYOR, HAVE READ AND UNDERSTAND THE CONTENTS OF  
THIS CERTIFICATE AND THE PLAN AND I HEREBY CERTIFY THAT  
THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE  
SURVEY ACT AND THE REGULATIONS THEREUNDER.

COLLETT SURVEYING LTD.  
75 KING ST. E. - P.O. BOX 121 BROCKVILLE, ONTARIO L6Y 5V2  
TEL: 613-340-2811 OR 1-800-667-4433  
FAX: 613-340-2812  
B. J. ANNEAL  
470206

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**SCHEDULE "C"**

**OF SUBDIVISION AGREEMENT BETWEEN  
1579703 ONTARIO LIMITED  
AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE 27th DAY OF August A.D. 2003  
(ST. JOHN'S WOOD SUBDIVISION)**

**MUNICIPAL SERVICES TO BE PROVIDED**

**1. Grading and Drainage**

A grading and drainage plan satisfactory to the City Engineer shall be prepared for the lands within the Plan, showing all lots and streets, and such Plan shall show existing and proposed contours or elevations as are necessary to ensure a proper drainage scheme and proper siting of the buildings and, if recommended by the Stormwater Management Report (see Item 3), proposed sediment and erosion control measures and proposed Best Management Practices for stormwater quality control. The grade of each lot shall be established and maintained in conformity with the grading and drainage plan. The grading and drainage plan shall address existing drains and watercourses within the Plan, and the Work shall not interfere with such drains and watercourses. All ditches and swales shall be graded and sodded.

**2. Sanitary and Storm Sewers**

Separate sanitary sewers and storm sewers with private drain connections to the property line shall be constructed on all of the streets and to serve all of the lots and blocks within the limits of the Plan. All sanitary sewers and storm sewers as may be required shall be constructed to connect with satisfactory outlet facilities. Catchbasins and connections including rear of lot facilities shall be constructed to provide adequate drainage.

**3. Stormwater Management**

The Owner shall provide report(s) as required by the City's Stormwater Management Guidelines for Urban Developments (By-law 86-92, as amended). All municipal services shall be designed and constructed to comply with said report(s).


**4. Watermains and Distribution System**

Watermains and house connections to the property line shall be constructed on all of the streets to serve all of the lots and blocks within the limits of the Plan, together with such other watermains as may be required to connect with satisfactory existing supply facilities. Fire hydrant(s) with valves and connections shall be installed in conformity with the requirements of the City.

The water distribution system or such portions thereof as may be specified shall be installed underground to meet all requirements of the City.

**5. Pavement and Cross Sections**

The road allowance shall be graded for the full width thereof and roadways constructed on all the streets in the Plan to the required standards, including granular base course, concrete curbs and gutters, sidewalks and asphalt pavement. All manhole covers, catchbasins and all other iron work shall be installed so as to be flush with each course of asphalt.



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**Schedule "C" - (St. John's Wood Subdivision)**

**5. Pavement (continued)**

Asphalt pavement widths shall be not less than 8.5 metres.

Pavement design shall be according to current City Standard Road Drawings unless, in the opinion of the City Engineer, conditions warrant an improved road design.

Driveway approaches shall be paved, or otherwise hard surfaced (asphalt, concrete, interlocking paving stone, etc.), from the roadway to the property line in those instances where there is no sidewalk and shall be paved, or otherwise hard surfaced, from the roadway to the sidewalk where there is a sidewalk fronting the lot.

The Owner shall ensure that all required driveway ends shall be completed at or before occupancy of a dwelling unit within the limits of the subdivision.

That should required driveway ends be considered for deferral, said deferral must be approved, in writing, by the Director of Planning or his/her designate and appropriate actions taken to ensure that all dirt and debris from the unfinished driveway end is contained on-site. The Owner acknowledges responsibility for removal of any dirt and debris attributable to deferral of driveway end(s) within the Plan. If, upon notice, the Owner fails to remove any dirt and debris within any road allowance the City may remove said dirt or other debris at the cost of the Owner and, failing payment thereof by the Owner, the cost of the same shall be recoverable by the City by drawing upon the Irrevocable Standby Letter of Credit.

All underground services to which extensions may be provided in the future, shall be constructed clear of any pavement before the latter is completed.

**6. Streetlighting Distribution System**


- i) A streetlighting distribution system shall be installed underground, at the Owners expense, to meet all the requirements of the City.
- ii) A licensed electrical contractor shall install the streetlighting system and arrange connection by Hydro One Networks Inc.
- iii) The streetlight fixtures shall be of high pressure sodium.
- iv) All electrical work related to the streetlighting distribution system must meet the requirements of Hydro One and the Ontario Electrical Safety Code, which includes inspections by the Electrical Safety Authority, at the Owners expense.

**7. Street Name Signs**

Regulatory and street name signs, if any, made of high intensity material, shall be supplied and installed by the City, at the Owner's expense.

**8. Tree Saving, Tree Saving Plan and Tree Planting Standards**

Tree Saving / Tree Saving Plan

- a) The Owner agrees that tree clearing and / or tree removal shall only be permitted as a consequence of road construction, main buildings, service connections, driveways or parking areas.
- 

**Schedule "C" - (St. John's Wood Subdivision)**

**8. Tree Saving, Tree Saving Plan and Tree Planting Standards (continued)**

- b) The Owner agrees that no tree clearing or removal shall be undertaken on any lot or block within the Plan until such time as a Tree Saving Plan for such lot or block is approved by the City. The Tree Saving Plan shall identify tree location and specie and shall detail measures to be taken to protect the said trees during the construction of any main buildings, service connections, driveways or parking areas.
- c) Any building or pool constructed on any lot after the construction of the main building on the lot shall be constructed in such a manner that trees identified for saving in the Tree Saving Plan shall not be removed or destroyed as a result of the construction without the approval of the Chief Planning Officer.
- d) Any field work or inspection required by City staff as a consequence of any requirement in Clause 8.b) above shall be at the expense of the Owner, and such expense shall be calculated on the following basis:
  - i) the wage rate, plus labour burden, paid by the City to the employee(s) on such inspection;
  - ii) the City rental rate for applicable vehicles and equipment in effect at the time; and
  - iii) miscellaneous out-of-pocket expenses.

**Tree Planting**

All tree plantings shall be maintained by the Owner for at least one (1) full growing season (spring to fall or fall to spring) to ensure viability of tree stock.

All trees planted shall be nursery stock, being well branched, healthy and free from disease, insect infestation, rodent damage, sun scald, frost cracks and / or any other abrasions or scars on the bark.

- a) Upon completion of the work described herein, the Owner shall plant at least one (1) tree per lot in the public highway fronting each lot between the curb and boundary of the public highway, in accordance with the City's design guidelines for tree planting and landscaping, such guideline to be obtained from the City's Director of Community Services.

The Owner shall ensure that each tree planted as per this agreement shall be at least 70 mm caliper at chest height. The said tree(s) shall be one (1) of the following varieties:

| Scientific                 | Common Name         |
|----------------------------|---------------------|
| Acer rubrum                | Red Maple           |
| Acer saccharum             | Sugar Maple         |
| Fraxinus pennsylvanica     | Green Ash           |
| Quercus rubra              | Red Oak             |
| Tilia cordata              | Littleleaf Linden   |
| Malus spp.                 | Crabapple           |
| Syringa amurensis japonica | Japanese Tree Lilac |

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**Schedule "C" - (St. John's Wood Subdivision)**

**8. Tree Saving and Tree Planting Standards (continued)**

- b) Should any lot within the Plan have its rear yard cleared of all trees exceeding 4 m in height, the Owner shall plant at least one (1) tree in said rear yard. The rear yard tree specie(s) and location(s) shall be at the discretion of the Owner and shall not interfere with any service easement, drainage, etc.

The Owner shall ensure that all required trees and boulevard planting shall be completed at or before occupancy of a dwelling unit within the limits of the subdivision.

That should required tree and boulevard planting be considered for deferral, said deferral must be approved, in writing, by the Director of Planning or his/her designate.

**9. Sidewalks**

Sidewalks shall be located within the City boulevard.

Sidewalks shall be 1.5 metres in width and built to City standards and shall be constructed on the east side of Cuthbertson Avenue as shown on the following drawing:

**"ST. JOHN'S WOOD, PLAN - PLAN AND PROFILE, GORDON WHITE".** Issued by Genivar Consulting Group, Drawing No. PP1, dated 2003-06-26, as revised.

A curb depression shall be provided at the north terminus of the sidewalk on Cuthbertson Avenue.

**10. Topsoil, Seeding and Sodding**

All topsoil, seeding and sodding shall be completed in accordance with the City's guidelines for landscaping. Said guidelines shall be obtained from the City's Director of Community Services.

a) Topsoil

All areas requiring planting of sod and/or seed shall be underlain by topsoil to a depth of not less than 100 mm (4 inches).

b) Sodding

All boulevards and the full front yard of each dwelling shall be planted with sod.


All drainage swales shall be sodded and staked at least to the full width of the swale profile.

All rear yard catchbasins shall be sodded and staked to a distance of not less than 1.0 m from the outside perimeter of the catchbasin.

All sodded areas, including the boulevard area, shall be maintained by the Owner for at least one (1) full growing season (spring to fall or fall to spring) to ensure viability of sod.

c) Seeding

Seeding may be utilized in the rear yard of any dwelling within the subdivision unless required otherwise by any clause contained in this agreement.



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**SCHEDULE "D"**

**OF SUBDIVISION AGREEMENT BETWEEN  
1579703 ONTARIO LIMITED  
AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE 27th DAY OF August A.D. 2003  
(ST. JOHN'S WOOD SUBDIVISION)**

**TIME SCHEDULE FOR WORKS**

**Construction Schedule**

The Owner shall submit to the City Engineer for approval, a written construction schedule for the Work required in each phase of the development, at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule shall not be construed as being:

- a) a request to start construction;
- b) acceptance of the schedule by the City; or
- c) permission to start construction.

In addition, approval of the construction schedule by the City shall not be construed as relieving the Owner from its obligations specified elsewhere in this Agreement.

REC'D BY  
ENGINEER

*[Handwritten signature]*

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**SCHEDULE "E"**

**OF SUBDIVISION AGREEMENT BETWEEN  
1579703 ONTARIO LIMITED  
AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
(ST. JOHN'S WOOD SUBDIVISION)**

**LOT/BLOCK RELEASE**

**INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_**

**BETWEEN: THE CORPORATION OF THE CITY OF BROCKVILLE**  
hereinafter called the "City"

and

\_\_\_\_\_  
hereinafter called the "Owner"

WHEREAS by Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ and registered in the Registry Office for the Registry Division of Leeds (No. 28) on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, as Number \_\_\_\_\_, the Owner did charge certain lands in favour of the City to secure the performance of the terms and conditions of the Agreement by the Owner; and

WHEREAS the Owner has requested a release of part of said lands from the said Agreement; and

WHEREAS Clause 13 d) of the said Agreement authorizes the Clerk and Chief Planning Officer to execute the releases of all or part of the said lands from the said Agreement.

NOW THEREFORE this Indenture witnesseth that in consideration of the payment of funds stipulated therein, the consent of the City is hereby given the Owner to sell, convey, transfer or assign the lands hereinafter described forever freed and discharged from the said Agreement and every covenant, term, provision and condition thereof save and except for Clause(s) \_\_\_\_\_.

Description of Lands:

Funds Deposited/On Deposit: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ City Clerk: \_\_\_\_\_

City Engineer: \_\_\_\_\_

Chief Planning Officer: \_\_\_\_\_

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**SCHEDULE "F"**

**(To be completed for the release of the Irrevocable Letter of Credit)**

**OF SUBDIVISION AGREEMENT BETWEEN  
1579703 ONTARIO LIMITED  
AND  
THE CORPORATION OF THE CITY OF BROCKVILLE  
DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2003  
(ST. JOHN'S WOOD SUBDIVISION)**

THIS is to certify that the full/partial costs, including/excluding holdbacks, in the sum of  
\$ \_\_\_\_\_ for the construction of the following Work on  
\_\_\_\_\_ has been paid by/on behalf of  
\_\_\_\_\_.

(List Work and include copies of engineering progress certificates):

**1579703 ONTARIO LIMITED**

\_\_\_\_\_  
\_\_\_\_\_

Dated at the \_\_\_\_\_ of  
\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, I / We solemnly declare that all the statements  
contained in this application are true and I/We make this solemn declaration conscientiously  
believing it to e true and knowing that it is of the same force and effect as if made under oath  
by virtue of the Canada Evidence Act.

Declared before me at the \_\_\_\_\_ )  
of \_\_\_\_\_ in the County of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ )

\_\_\_\_\_  
A Commissioner etc.



PLAN 434

.....  
LAND REGISTRAR

NOTE:  
THIS PL.  
IN CERT

SCALE = 1 : 500

METRIC

**DISTRI-  
BUTION  
ARE IN M  
TO F**

## NOTES

**LEGEND**

- |      |     |
|------|-----|
| □    | DEN |
| ■    | DEN |
| STB  | DEN |
| SSB  | DEN |
| TS   | DEN |
| CM   | DEN |
| B.C. | DEN |
| E.C. | DEN |
| P1   | DEN |
| P2   | DEN |
| P3   | DEN |
| P4   | DEN |
| P5   | DEN |

**OWN**

1. LOTS 1 & 2  
MOUNTAIN LAKE  
TOWNSHIP  
COUNTY OF  
MONTGOMERY,  
STATE OF  
MARYLAND

APPROVED  
TED WOOD, C.  
CITY OF NEW

## SURVEY

1. THIS SU  
THE SUR  
AND T  
2. THE SU

As

COLLEGE  
75 KING ST EMAP CHECK  
W.B.C.