

**From:** Katherine Tersigni

**Sent:** Wednesday, September 7, 2022 11:09 AM

**To:** Clerks Richmondhill <clerks@richmondhill.ca>

**Subject:** Re: Sept 7, 2022 City Counsel Meeting (D02-22011)

Hello Stephanie,

I am forwarding documents on behalf of Allan Freedman. Please file the attached for application: D02-22011 (25 Cynthia Crescent), which are registered on title to the property and bind the owner of the property with respect to construction on the property and removal of trees, among other matters.

1. Parcel Register
2. Annexation of Restrictive Covenants
3. Subdivision Agreement
4. Subdivision Agreement
5. Updated Signature List re: Petition

Thank you,

Katherine Tersigni, B.A., J.D.  
Barrister & Solicitor

Allan M. Freedman, Barristers & Solicitors  
15-3000 Langstaff Rd.  
Concord, ON, L4K 4R7  
T. 905.660.0818 ext. 104 F.905.248-3092  
[kat@amf-law.ca](mailto:kat@amf-law.ca)  
[www.amf-law.ca](http://www.amf-law.ca)

12503

APPLICATION TO REGISTER RESTRICTIVE COVENANTS

THE LAND TITLES ACT SECTION 129

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF YORK NORTH

BEAUFORT HILLS LIMITED, a Company incorporated under the laws of the Province of Ontario, the registered owner of the land entered in the Register for Section M-36 as Parcels 1-1 to 120-1 in the Land Registry Office for the Land Titles Division of York North requests the Land Registrar to register as annexed to the land the covenants, a copy of which is filed herewith.

DATED at Toronto this 31st day of October, 1978.

BEAUFORT HILLS LIMITED, by its  
Solicitor, JACK REINGOLD, O.C.,

Per: 

R E S T R I C T I O N S

The lands to which these restrictions shall apply (hereinafter sometimes called the "said lands") are situate in the Town of Richmond Hill, in the Regional Municipality of York and include the whole of Lots 1 to 120, both inclusive, according to a Plan filed in the Land Registry Office for the Land Titles Division of York North at Newmarket as No. M-60 and being the whole of Parcels 1-1 to 120-1 in the Register for Section M-50.

1. The owner or owners of the said lands from time to time shall comply with the terms and conditions of the Subdivision Agreement relating to the erection of houses on the said lands entered into between BEAUFORT HILLS LIMITED and THE CORPORATION OF THE TOWN OF RICHMOND HILL.

2. The owner or owners of the said lands from time to time covenant and agree that no building permit shall be issued for the construction of a building on any of the said lands until a Plan including the site of the building, the main floor elevation and the grading operations has been filed with the Building Administrator of the Town of Richmond Hill in accordance with the requirements of the Subdivision Agreement.

3. Notwithstanding the completion of the sale of any of the said lands, BEAUFORT HILLS LIMITED reserves the right to enter upon any of the said lands for a period of 1 year after the sale thereof by BEAUFORT HILLS LIMITED or until the expiration of the guarantee period for the services, whichever date is later, in order to carry out any lot grading as required in accordance with notice from the Town of Richmond Hill. The Purchaser or Purchasers hereby acknowledge the right of the Town of Richmond Hill to enter upon the said lands for such purposes in the event that the owner fails to do so.

4. The Purchaser or Purchasers of the said lands covenant that they will use solely natural gas heating and natural gas water heaters .

5. If within four (4) years from the date of registration of the Deed or Deeds to the said lands, BEAUFORT HILLS LIMITED is directed by any Governmental Authority or the Subdivision Bonding Company to effect any corrective measures affecting the said lands, then BEAUFORT HILLS LIMITED, its successors and assigns shall have the right within the said period to enter on, along or upon the said lands, or any part thereof, for the purpose of effecting such corrective measures without being deemed to be committing a trespass and for every such purpose BEAUFORT HILLS LIMITED shall have access to the said lands at all times by its servants, employees and workmen.

6. Not more than one detached private dwelling house shall be erected or stand at any one time upon any one Lot on the said lands and no such detached dwelling shall be erected on any Lot unless it contains finished floor area above ground with a minimum floor area as follows:

Two storey house	1,900 square feet
Split level or 1½ storey house	1,900 square feet
One floor bungalow	1,500 square feet

7. No buildings shall be erected on the said lands other than dwelling houses for the use of a single family in each dwelling unit comprised therein and with or without one appropriate garage appurtenant thereto.

8. No excavations shall be made on the said lands except excavations for the purpose of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the said lands except with the permission of BEAUFORT HILLS LIMITED, provided that if BEAUFORT HILLS LIMITED fails to supply a place within the said Subdivision for the dumping of excess fill resulting from the excavations aforesaid, then the owner may remove such fill from the lands without being in breach of this covenant.

9. No building erected on the lands shall be used for the purpose of any profession, trade, employment, manufacture or business of any description nor as a school, hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor as a hotel, apartment house, duplex, rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence, nor for any purpose other than that of a private residence for the use of one family only and garage for the use of the occupants thereof, nor shall the lands without a building be so used, nor shall anything be done on the lands or in any building thereon which may be an annoyance or nuisance to the occupiers of neighbouring lands.

10. No signs, billboards, notices or advertising matter of any kind shall be placed upon the lands or anything growing thereon, or upon or in any buildings, fences or other things erected or placed thereon, except with the prior consent in writing of BEAUFORT HILLS LIMITED, other than one sign advertising the property for sale or rent not larger than three feet (3') by two feet (2') by two inches (2").

11. No building waste or other material of any kind shall be dumped or stored on the said lands except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds.
12. No horses, cattle, hogs, sheep, poultry or other stock or animals, other than household pets normally permitted in private homes in urban residential areas, shall be kept upon the said lands. No breeding of pets for sale shall be carried on upon the said lands.
13. No building erected or in course of erection on the lands, nor any part thereof, shall be occupied or used as a dwelling house until the whole building is finished substantially and an occupancy permit obtained therefor.
14. No trailer with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the said lands or any part thereof.
15. No living tree shall be cut down or removed from the said lands other than those standing within an area to be excavated for house and septic bed without the consent in writing of BEAUFORT HILLS LIMITED.
16. No television or radio antenna, transmitter or receiver or other communication devices shall be erected on any building, structure or lot.
17. The owner or owners from time to time of the said lands agree that all or part of the lots may be subject to easements and rights granted for the purpose of constructing, maintaining or repairing any and all public utilities, gas mains, telephone lines, television

cable lines, hydro lines, and equipment, and all other services and construction necessary for the servicing and development generally of the lands included in the Plan of Subdivision of which the said lands form a part. Provided that if such rights and easements have not been determined when the owner receives a conveyance, the owner, its successors and assigns, covenants to grant such right and easements upon the written request of BEAUFORT HILLS LIMITED without charge; and the owner agrees to execute all documents without charge that may be required to convey such easements.

18. Wherever in these restrictions reference is made to the Transferor, it shall mean and include BEAUFORT HILLS LIMITED, its successors in title, being the registered owner or owners from time to time of all or any part or parts of the said lands.

19. Provided always that notwithstanding anything herein contained BEAUFORT HILLS LIMITED shall have the power by instrument or instruments in writing from time to time to waive or modify the above covenants without notice to the owner of any other lot on the said Plan M-36.

U 12503 M-36

DATED: OCTOBER 31, 1978

Parcel 1-1 to 120-1  
See M-36  
BEAUFORT HILLS LIMITED

to

BURNWOOD INVESTMENTS LIMITED

APPLICATION TO REGISTER  
RESTRICTIVE COVENANTS

JACK BRINGOLD, O.C.,  
Barrister and Solicitor,  
Suite 2050,  
3080 Yonge Street,  
TORONTO, Ontario.  
M4N 3W1

PROPERTY OF THE  
REGISTRY OFFICE

U 12503

received at the Office of Land Titles  
at 10:58 a.m.  
November 3rd day of Nov.  
A.D. 1978 and entered in  
Public Register Parcel 5  
1-1 to 120-1  
See M-36

1-1 to 120-1  
See M-36  
A10: 58  
A10: 58  
REGISTRY OFFICE

78 NOV 3

Jack Bringold

248



F-52 I 04139  
DATED AUGUST 3rd 1976

No. **I 04139**

Received at the Office of Land Titles  
**Neussmullt** at 3:43 o'clock  
P.M. of the **29** day of **Sept.**  
A.D. **1976** and entered in  
Folium **2** Vol. **2** Parcel **68-1**  
**Section K-1**

*[Signature]*  
DEPUTY LAND REGISTRAR

BEAUFORT HILLS LIMITED

and

TOWN OF RICHMOND HILL

SUBDIVISION AGREEMENT

**4116**  
Lots 68 & 69 ~~xxx~~ Con. 1,  
West Side Yonge St.  
( Pts. 1, 2, 3 & 4, Plan  
65R1885 )

76 SEP 29 P 3: 43

*cheques for \$111.00  
returned \$1.00*

REGISTRATION FEE	\$110.00
LAND TRANSFER TAX	
NET ML SALES TAX	

PROPERTY OF THE  
REGISTRY OFFICE

GRANT, GRANT & FRASER,  
12 Richmond St. East,  
TORONTO M5C 1N1

U 04139

THE LAND TITLES ACT

Application to Register Notice of an Agreement

Section 78

TO THE LAND REGISTRAR AT NEWMARKET

THE CORPORATION OF THE TOWN OF RICHMOND HILL

being interested in the land entered in the register for K-1

as Parcel 68-1 of which

BEAUFORT HILLS LIMITED is the registered owner

hereby applies to have entered on the register for the said

Parcel Notice of an Agreement dated the 3rd day of August, 1976

made between BEAUFORT HILLS LIMITED

and THE CORPORATION OF THE TOWN OF RICHMOND HILL

The evidence in support of this application consists of

1. The original agreement.

DATED at Toronto this 24th day of September, 1976.

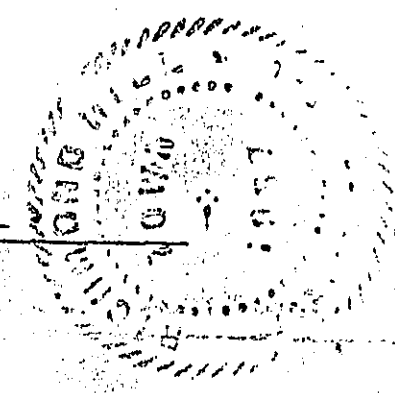
CORPORATION OF THE TOWN OF RICHMOND HILL

Per; Grant, Grant & Fraser,  
12 Richmond St. East,  
TORONTO, M5C 1N1

August 30, 1976

I, Charles David Weldon, Clerk of the Town of Richmond Hill, do hereby certify that the attached is a true and correct copy of an Agreement made on the 3rd day of August, 1976, between the Corporation of the Town of Richmond Hill and Beaufort Hills Limited, with the exception that Schedules "A", "B", "B-1", and "B-2" have been removed and are on file for inspection in the Office of the Clerk of the Town of Richmond Hill.

  
Clerk



I N D E X

FILE NO. \_\_\_\_\_ (T-21868)

DEVELOPER BEAUFORT HILLS LIMITED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REG'D. PLAN NO. \_\_\_\_\_ DATE OF REGISTRATION \_\_\_\_\_

T A B L E O F C O N T E N T S

Municipal Services	Section "A" Pages 1 to 5
Roadways	Section "A" Page 6
Water Supply and Watermains	Section "A" Page 6 and 7
Sidewalks and Walkways	Section "A" Page 7
Lot Grading	Section "A" Page 7
Sewage Facilities - Storm and Sanitary Sewers	Section "A" Page 7 and 8
Sewer and Water Connections	Section "A" Page 8
Street Signs	Section "A" Page 8
Conveyance of Lands and Easements for Municipal Purposes	Section "A" Page 8 and 9
Building Permits	Section "A" Page 9
Services within Easements	Section "A" Page 9
Parks & Recreation	Section "B" Page 9 and 10
Removal of Trees	Section "B" Page 10
Notification of Future Use of Municipal Lands	Section "B" Page 10
Building	Section "C" Page 10
Occupancy	Section "C" Page 10
Financial Arrangements - Guarantee and Taxes	Section "D" Page 11
Hydro including Lands and Easements	Section "E" Page 11
Notification of Services	Section "F" Page 11
Registration of Subdivision Agreement	Section "F" Page 12
Building Street Numbers	Section "F" Page 12
Conveyance of Lands	Section "F" Page 12
Special Conditions	Section "F" Page 12 and 13
Restrictions Running with Lands	Section "G" Page 14
Notification	Section "H" Page 14

SEE BY-LAW NO. 135-16

TOWN OF RICHMOND HILL

SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this *THIRD* day of *AUGUST, 1976*.

B E T W E E N:

BEAUFORT HILLS LIMITED

hereinafter called the Owner

- and -

THE CORPORATION OF THE TOWN OF RICHMOND HILL  
hereinafter called the "Town"

WHEREAS the lands affected by this agreement are situate in the Town of Richmond Hill in the Regional Municipality of York, being Part of Lots 68 and 69, Conc. 1 WYS more particularly described in Schedule "G";

AND WHEREAS the Owner purports to be the owner of the above described lands and has applied to the Minister of Housing, hereinafter called the "Minister" for approval of a plan of subdivision, hereinafter referred to as the "Plan" of the said lands for the purposes of registering the same;

AND WHEREAS the Town has recommended to the Minister that the Owner shall be required to construct and install certain public services to serve the Plan; to undertake to make such financial arrangements with the Town for the installation and construction of the said services and to make financial arrangements for the provision of such other services as are herein set forth; to grant certain lands to the Town for drainage purposes or other municipal purposes and to enter into certain supplementary agreement, all of which are hereinafter more particularly referred to and to enter into this agreement with the Town before obtaining the approval of the Plan by the Minister or the Ontario Municipal Board;

NOW THEREFORE this agreement witnesseth that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Town to the Owner (the receipt whereof is hereby acknowledged) the Owner hereby covenant and agree with the Town as follows:

SECTION "A" MUNICIPAL SERVICES

A.1.1 That following final approval of the Plan by the Minister or the Ontario Municipal Board and its registration in the office of Land Titles at Toronto to construct and install municipal services and works on all the streets, lanes and other lands laid out in the Plan and on streets, lanes and lands adjacent thereto as shown on the plan attached hereto as Schedule "A" which services are listed in Schedule "C" and shown on Schedule "B" with the specifications attached as Schedule "E" and the estimated cost thereof shown in Schedule "D". The word "services" when used herein shall be deemed to refer to such municipal services and works.

A.1.2 To pay the cost of the services to the extent that the Town shall not be required to pay any portion of the capital cost thereof unless specifically provided otherwise in this agreement. In the event that the Town incurs any legal expenses involving mechanic lien actions or other actions respecting the construction of the services, then such expenses shall be paid by the Owner on demand.

A.1.3 To provide at no cost to the Town, all easements and rights-of-way necessary for the installation and construction of the services for the Plan.

A.2.1 That all the services shall be designed by the Owner and approved by the Town's Commissioner of Works, hereinafter called the "Commissioner". Prior to the final approval of the Plan, and "final approval" for the purposes of this agreement other than in Section A.1.1 means final approval by the Town, the Owners shall obtain the approval of the Minister and all other necessary authorities to the design of the services. The services shall be installed strictly in accordance with the Town's specifications and design standards as set out in Schedule "E".

A.2.1.1 Prior to the final approval of the Plan the Owner shall obtain the approval of the appropriate authority for the installation of hydro, gas, Bell Telephone, and the Regional Municipality of York, hereinafter called the "Region" relative to the provision of sewage treatment facilities and the supply of water to service the plan and sewer and waterworks certificates from the Ministry of Environment and such approvals shall be endorsed on Schedule "B" or by letters of approvals or certificates filed with the Commissioner.

A.2.2 That all services shall be designed and installations supervised by consulting engineers, landscape architects or arborists where applicable satisfactory to the Commissioner. The Owner's agreement or contract with the consulting engineer, landscape architect or arborist shall include design, general supervision and resident supervision and shall provide that the Commissioner or his representative may personally inspect the installation of the services and shall have the power to stop the work in the event that in his opinion, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Town. All design drawings shall be approved by the Town before any agreement is entered into for the construction of the services. All design drawings shall carry the seal of the Professional Engineer, Landscape Architect or Arborist who is responsible for the designs and shall be signed by him.

A.2.3 No works shall be commenced on any of the services until the designs for all the services have been approved by the Commissioner and he may stop any work that is commenced without his approval. Any work undertaken by the Owner prior to the final approval of the Plan shall not be accepted as a municipal service until such time as the Owner's Consulting Engineer has advised the Commissioner in writing that such work has been carried out in accordance with the Town's specifications and the Owner shall provide all the information and expose or reconstruct any service which the Commissioner may require.

A.2.4 That, prior to making, awarding or letting any contract for the installation of any of the services, to file with the Commissioner, a list of the contractors and sub-contractors or persons to be engaged in the installation of such services, and obtain his written approval prior to the commencement of any work, provided that such approval shall not be withheld unreasonably. No work shall be commenced by a contractor until he has filed with the Commissioner a certificate of public liability insurance in an amount satisfactory to the Commissioner which shows the Town as a co-insured.

A.2.5 That no work shall be commenced on any of the services without the approval of the Commissioner and at least 48 hours notice shall be given to him before any work is to be commenced or resumed. Work which requires approvals from the Ministry of the Environment or any other authority, shall not be commenced until such approvals are obtained.

A.2.6 That the Owner shall construct the services in accordance with the approved design drawings and shall test construction materials as required by the Commissioner.

A.2.7 That the Owner shall file copies of all contracts and change orders with the Commissioner and shall provide work schedules for his approval before any work commences. All work shall be carried out in accordance with the submitted contracts, work orders and approved work schedules.

A.2.8 That prior to the passing of an assumption by-law, the Owner shall provide to the Town, a complete set of engineering drawings for the services to be assumed, showing the final plan and profile locations of the services including building connections, the accuracy of which shall be certified by the engineer supervising the construction. The said drawings shall be on linen and in a condition acceptable to the Commissioner.

A.2.9 That prior to the passing of the assumption by-law, the Owner shall provide a certificate from his consulting engineer that the services have been constructed, installed and tested in accordance with the approved design drawings, Town specifications, standards and requirements.

A.3.1 That until the assumption by-law is passed as herein provided, the Owners shall indemnify and save harmless the Town and the Region or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of any service required under this agreement.

A.3.2 That the Owner shall not connect any watermain or sewer to existing municipal systems without the specific approval of the Commissioner.

A.4.1 In the event that the Owner fails to install services covered by this agreement as and when required by the Commissioner or having commenced to install the services, fails or neglects to proceed with reasonable speed, or, in the event that the services are not being installed according to the specifications and requirements of this subdivision agreement, in addition to any other remedy the Town may have, upon the Commissioner giving 48 hours written notice by prepaid registered mail to the Owner, the Town may, without further notice, draw upon the letter of credit referred to in Section D.30 for the estimated cost of the works and enter upon the lands in the Plan and proceed to supply all materials and to do all necessary works in connection with the installation of the services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an engineering fee of the cost of such materials and works to the Owner. In the event that the letter of credit is not sufficient to cover such cost the Owner shall pay the deficit upon demand by the Town and the deficit shall be a charge upon the lands described in Schedule "G" until paid. Such entry by the Town shall be as

agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the services by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until the services are completely installed in accordance with the requirements of the Commissioner. Provided that if the delay is caused by a strike, act of God or similar occurrence the Owner shall be deemed not to be in default under this section until a reasonable time after such occurrence.

A.4.2 The services shall be installed in accordance with the work schedule attached hereto as Schedule "F" and if the work is not performed in accordance with the schedule, it shall be considered as "failing to proceed with reasonable speed". Provided that if the work is delayed by a strike, act of God or similar occurrence the completion date shall be extended by the period of such delay.

A.5 At any time prior to the assumption of the services by the Town, if any of the services provided by the Owner do not function properly and, in the opinion of the Commissioner, repairs are necessary immediately to prevent damage or hardship to any persons or any property, the Town may make whatever repairs may be deemed necessary and the Owner shall pay to the Town immediately upon receipt of a written demand, any expense including engineering fees incurred in making the said repairs.

A.6 That all standard iron survey bars as shown on the registered plan shall be replaced by an Ontario Land Surveyor at the Owner's expense before assumption of aboveground services. The surveyor shall provide the Commissioner with a letter to that effect.

A.7 Prior to the assumption of any of the services by the Town as hereinafter provided, the Owner shall file with the Town a guarantee for the performance of such service for the period after the date of the assumption by-law that is designated in Schedule "H" for such service. The guarantee shall be in the form shown in Schedule "H" and shall be returned to the Owner after the expiration of the guarantee period.

A.8 After receipt of a certificate from the consulting engineer as to the satisfactory completion and testing of each one of the services referred to in Schedule "C" and after a verification inspection, the Commissioner shall submit a written report to Council that the service has been constructed and installed to Town specifications and all accounts in connection therewith have been paid and it is in the required condition to be assumed. In the event that the Commissioner is of the opinion that a section of a service may be assumed without prejudicing the operation of any service assumed or about to be assumed, the Town may assume such section of the service. No service or part of a service shall be assumed until dwellings have been erected on at least 80% of the lots on the Plan. The Town Treasurer shall submit a written report to Council that all financial requirements have been met or will be met on the passing of the assumption by-law. Prior to expiration of a guarantee period, an inspection of the service shall be made by the Commissioner and any defects shall be corrected by the Owner. If the inspection of the service reveals that it or any part thereof requires cleaning, then this shall be carried out by the Owner forthwith. When all of the requirements of this paragraph have been fulfilled the Town will pass an assumption by-law for the service or part thereof.



A.9 Upon an assumption by-law being passed, the ownership of the affected service or portion thereof, shall vest in the Town and the Owner shall have no claims or rights thereto, other than those accruing to them as an owner of land abutting on streets on which the services were installed.

A.10 That municipal services for adjoining developing lands may be connected to the municipal services covered by this agreement with the written consent of the Town prior to the assumption by-law being passed, provided that the Town shall be responsible for any damage caused by such connection.

A.11 That 3½% of the actual cost of the services shall be paid as an engineering processing fee to the Town. The estimated fees shall be paid by the Owner in the manner shown in Schedule "I". When the actual cost of the services is ascertained the Owner shall pay any deficit or be paid any refund forthwith.

A.12 That no building permit shall be applied for nor issued on any building lot until such time as all underground services have been installed on the street upon which the lot fronts and a gravel road and curbs have been constructed on that street and a temporary gravel road on any other street on the Plan which must be used to provide access to the building lot from an assumed public road. The gravel roads shall be constructed to the satisfaction of the Commissioner.

A.13 No building permit shall be issued for the construction of a building on any lot until a plan indicating the site of the building, the main floor elevation and the grading operations has been approved by the Owner's Consulting Engineer and filed with the Building Administrator. The Owner shall ensure that the grading is completed to the satisfaction of the Town. The Owner shall include in any agreement of sale, a clause whereby they reserve the right, notwithstanding the completion of the sale, to enter upon the lot being sold for a period of one year after the completion of the sale or until the expiration of the guarantee period for the services, whichever date is later, in order to carry out any lot grading within thirty (30) days of a notice from the Town. The agreement of sale shall have the purchaser acknowledge the right of the Town to enter upon the lands for such purpose in the event the Owner fails to do so and the deed to the purchaser shall reserve the right of the Owner and the Town to enter upon the lot for such purpose. No building permit shall be issued for the construction of an accessory building or an addition or structural alteration to an existing building on a lot until the grading on the lot has been completed in accordance with the approved plan. In the event that the grading of a lot or block is not completed within one year of the issuance of a building permit for the lot, the Town may draw upon the letter of credit, if still in force and enter upon the land and do the necessary work at the expense of the Owner. The Town, however, is under no obligation to do the work.

A.14 MUNICIPAL SERVICES INSTRUCTIONS

All services shall be designed and constructed in accordance with Town specifications and design standards as set out in Schedule "E".

A.15

ROADWAYS

A.15.1 All roads shall be asphalt surfaced, with concrete curbs and gutters and catch basins drained by storm sewers unless shown otherwise in Schedule "B". All driveways from the street line to the road shall be asphalt surfaced.

A.15.2 The Owner shall maintain all roadways including snow removal, but subject to Section A.15.3, for vehicular traffic during all phases of construction until they have been assumed by the Town.

A.15.3 The Town shall carry out winter maintenance on paved subdivision roadways that are connected by pavement to assumed roadways, if manholes and catch basins are ramped on base course asphalt. The Owner agrees that such winter maintenance will not constitute assumption and absolves and indemnifies the Town from any and all loss or liability of every nature and kind whatsoever in connection therewith.

A.15.4 The Owner shall keep roadway surfaces clear of dust, mud, refuse, rubbish and other litter of all types until assumed by the Town. The Town will carry out such clean-up or dust laying work at the Owner's expense if the work is not performed within 24 hours of written notice to the Owner or his consulting engineer.

A.15.5 The granular and stone bases shall be individually inspected and approved by the Owner's consulting engineer before the base course of asphalt is laid.

A.15.6 All roads and streets used for access to this subdivision shall be kept in good, useable and dust-free condition by the Owner at his expense during the construction of the services and all buildings within the Plan. The Town may carry out such maintenance at the Owner's expense if maintenance is not carried out within 24 hours of written notice to the Owner or his consulting engineer.

A.15.7 Gaps may be left in curbs at locations approved by the Commissioner to facilitate delivery of construction materials to building.

A.15.8 The Town reserves the right to designate points of access and egress to the Plan during the period of construction of services and buildings. Permanent type barricades shall be erected at locations designated by the Commissioner prior to construction and maintained during the period of construction at the Owner's expense.

A.15.8.1 The Owner hereby covenants to indemnify and save harmless the Town from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any alteration of the existing grade or level or by reason of any damage to the lands abutting on the Plan or to any building erected thereon arising from or in consequence of any such alteration or grade or level or by reason of any other work undertaken by the Owner in this development.

A.16

WATER SUPPLY AND WATERMANS

A.16.1 A complete system of watermains and appurtenances shall be installed by the Owner to service the lands included in the Plan in accordance with the requirements of the Commissioner unless shown otherwise in Schedule "B".

A.16.2 The Owner shall adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the Commissioner. Hydrants shall be painted to Town specifications.

A.16.3 The Owner shall maintain all watermains, services and appurtenances until assumed by the Town. Emergency repairs may be carried out by the Town at the Owner's expense without prior notice to the Owner or his consulting engineer but shall not constitute acceptance of the works by the Town.

A.16.4 The use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Town waterworks by-law.

A.17 SIDEWALKS AND WALKWAYS

A.17.1 The Owner shall construct the sidewalks and walkways shown on Schedule "B" to the satisfaction of the Commissioner.

A.18 LOT GRADING

A.18.1 The Owner shall carry out all lot grading in accordance with the grading plan attached hereto as Schedule "B1". The Owner specifically covenants for himself and his successors or assigns to maintain each lot in accordance with the said plan and to do no work that will interfere with the approved grading.

A.18.2 Subject to Section A.19.3 all drainage works shall be designed and constructed to accommodate run-off from the drainage area as built up, using the Town design criteria.

A.18.3 The Owner shall carry out at his expense, any temporary or permanent drainage works that may be necessary to eliminate ponding or erosion conditions. The decision of the Commissioner as to what work is necessary is final and binding.

A.18.4 The Owner shall cover all lands, other than park lands and those not covered by roads, sidewalks, buildings, driveways etc. with at least 2" of topsoil unless they are already so covered.

A.18.5 All public property within road allowances, other than pavement or sidewalks, shall be sodded by the Owner at his expense to the satisfaction of the Commissioner and prior to the assumption of any roads by the Town.

A.18.6 No debris, junk, rocks, stumps, trees or fill of any kind shall be deposited on public property and the Owner shall remove such materials at his expense within seven days of being notified to do so by the Town's Building Administrator, otherwise it shall be removed by the Town at his expense.

A.19 SEWAGE FACILITIES - SANITARY AND STORM SEWERS

A.19.1 A complete system of sanitary and storm sewers and appurtenances shall be installed by the Owner to service the lands covered by the Plan in accordance with the requirements of the Commissioner unless shown otherwise in Schedule "B". The use of the sewers and sewer services shall be subject to the Town's sewer by-law.

A.19.2 Sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region, the Town and the Metropolitan Toronto and Region Conservation Authority.

A.19.3 Prior to the final approval of the Plan the Owner shall present such construction and grading plans to the Metropolitan Toronto and Region Conservation Authority for approval as it may require. The Owner shall complete such works in accordance with the said plans and shall erect any temporary fencing which the Authority may require.

A.19.4 Prior to the final approval of the Plan, the Owner shall present to the Region for approval such drainage plans as it may require.

**A.20 SEWER AND WATER CONNECTIONS FOR BUILDINGS**

A.20.1 All sewer and water connections shall be installed by the Owner in accordance with Town specifications and design standards.

A.20.2 The Owner shall maintain all sewer and water connections installed by him until assumed by the Town.

A.20.3 The Owner shall pay the water meter charges for a building prior to the issuance of a building permit.

**A.21 STREET SIGNS**

A.21.1 The Owner shall erect temporary street signs, consisting of a painted and legible sign on wood backing, fastened securely on a post seven (7') feet above ground level, on all street intersections in the subdivision as soon as construction of a building commences. The Owner shall maintain the same until such time as all grading of roads and boulevards has been completed to the satisfaction of the Commissioner and until permanent signs have been erected as provided for by this agreement.

A.21.2 Permanent street name signs and all traffic signs shall be erected and paid for by the Owner in accordance with the provisions of this agreement.

**A.22 CONVEYANCE OF LANDS AND EASEMENTS FOR MUNICIPAL PURPOSES**

A.22.1 The Owner shall convey to the Town and other authorities without charge and free of encumbrance, prior to the final approval of the Plan, the lands and the easements described in Schedule "K". If the Town subsequently determines that easements over lands in the Plan and lands other than lands in the Plan are required for drainage purposes to provide for the drainage of the lands in the Plan then the Owner shall convey same on demand, free of encumbrance. The Owner shall obtain easements for the Town across other lands to provide for any drainage works that may be reasonably required by the Town to furnish an outlet for storm water or natural water-courses flowing from or across the lands shown on Schedule "A" hereto. The conveyance of such lands and easements is to be in a form approved by the Town.

A.22.2 If the Owner cannot acquire the required easement for a reasonable sum, the Town shall, insofar as it is legally empowered to do, expropriate such easements provided that the cost of expropriation including all of the Town's costs for any arbitration proceedings and any other costs the Town may be required to pay on such arbitration proceedings or in preparation therefor, shall be paid by the Owner. The estimated costs shall be paid to the Town prior to the commencement of any proceedings and an adjustment will be made upon completion.

A.22.3 The Owner agrees that if the said drainage works result in drainage through other lands, if required by the Town, all such work shall be carried out by the Owner by means of an open ditch or storm sewer of sufficient size for the drainage requirements of the drainage area. The design is to be based on the run-off expected from the said area when completely built up with buildings, pavements, sidewalks, and parking areas and must meet with the requirements and approval of the Town.

The drainage works shall be completed by the Owner at his expense and the provisions of Section A.4.1 respecting completion and entry by the Town shall apply mutatis mutandis.

A.23 BUILDING PERMITS

No applications shall be made for building permits and no building permits shall be issued until the following materials have been received by the Building Administrator:

- (a) A copy of the Registered Plan.
- (b) A copy of the subdivision agreement executed by the Owner and the Town.
- (c) Certification from the appropriate Hydro-Electric Commission that the Owner has fully complied with the requirements and conditions of Section E.32 and E.33 of this agreement.
- (d) Certification from the Town Solicitor that all necessary deeds and easement agreements have been received in satisfactory form and have been registered and that the titles are free and clear of all encumbrances.
- (e) Certificate from the Commissioner that services have been installed to the extent that the requirements of Sections A.12 and A.24 have been fulfilled.
- (f) Evidence that the tests and approvals required by Section C.28 have been filed with the Town.
- (g) That the site plan approvals required by Section A.13 have been obtained.

A.24 SERVICES WITHIN EASEMENTS

That building permits will not be applied for nor issued for lots or blocks on which easements have been imposed, or for lots or blocks immediately adjacent to such easements until such time as the Commissioner has certified to the Building Administrator that the required service or services have been installed within the limits of the said easements granted to the Town.

SECTION "B" PARKS AND RECREATION

THE OWNER COVENANTS AND AGREES:

B.25 To landscape the park lands on the Plan as shown on Schedule "B-2" and to complete same as described in Schedule "E".

8.26

REMOVAL OF TREES

To cut down and remove from the lands in the Plan forthwith upon its registration, all diseased and dead trees. The decision of the Commissioner as to which trees are diseased or dead, and as to their manner of disposal, shall be final. The Owner shall not remove any other trees or vegetation except as required for construction purposes without the written consent of the Commissioner.

B.27

NOTIFICATION OF FUTURE USE OF MUNICIPAL LANDS

To advise builders and purchasers of lots in the Plan by the installation of a sign or signs on the property, of the intended use of the lands being conveyed to the Town.

SECTION "C" BUILDING

C.28 That the approval of the Town to the registration of the Plan and the execution of this agreement by the Town, shall not be deemed to give assurance that building permits, when applied for, will be issued on any of the lots or blocks as shown on the Plan so long as the requirements of this agreement have not been fulfilled.

That an applicant for a building permit shall, when required by the Building Administrator, submit soil tests for any lot on the stability of the soil in order to determine the suitability of any lands to sustain superimposed loads from building and filling operations and to furnish at no cost to the Town, certified copies of the results thereof for examination by the Building Administrator prior to the issuance of building permits.

C.29

OCCUPANCY

There shall be no occupancy of any building erected on the lands in the Plan until the Town's Building Department has issued a certificate permitting such occupancy. The certificate shall not be issued until the Owner:

- (1) Has paid all monies due to the Town in respect to the building, as provided in Section D.
- (2) Has constructed all services required by this agreement, other than the last lift of asphalt, to and in front of the building and the services have been connected thereto.
- (3) Files a certificate from the consulting engineer that the lot grading has been completed according to the plan referred to in Section A.13.

Prior to the issuance of a building permit for a dwelling on the Plan the Owner or the applicant for the building permit shall pay to the Town the sum of \$100.00 for such dwelling. If the dwelling is occupied in contravention of this agreement the sum shall be forfeited to the Town. The \$100.00 shall be repaid to the person who made the payment upon the issuance of the certificate. If a dwelling is occupied without a certificate, in addition to all other remedies available, the Town may terminate all municipal services thereto.

SECTION "D" FINANCIAL ARRANGEMENT

To pay in cash in the manner shown on Schedule "I" the total sum shown as cash requirements.

D.30 FINANCIAL GUARANTEE

(a) To file with the Town, prior to the final approval of the Plan, letters of credit for the amounts shown on Schedule "H" to guarantee the construction and installation of the services. In the event that the Town constructs some part of the services pursuant to Section A.4.1 hereof, or in the event that the Owner fails to pay the cost of any of the services, the Town may recover the costs by drawing upon the letter of credit. The Town may draw upon the letter of credit for the amount of its estimate of the cost prior to undertaking the work.

(b) The letter of credit required by this section shall be reduced by the Town in the manner shown in Schedule "H" but shall be kept in force until the services are assumed.

D.31 TAXES

To pay all outstanding taxes upon the lands in the Plan and current taxes for which a bill has been issued before final approval of the Plan.

SECTION "E" HYDRO

E.32 That all lands shall be serviced by underground hydro wiring. The Owner shall pay to the appropriate Hydro-Electric Commission, hereinafter called "Hydro", in cash prior to the final approval of the Plan, the amount set out in Schedule "I" as the estimated cost of the required supply facilities and appurtenances and shall file security satisfactory to the Hydro to guarantee payment for the remaining costs as set out in Schedule "H". When the actual cost of the facility is ascertained, the Owner shall pay any deficit or be paid any refund forthwith.

E.33 LANDS AND EASEMENTS FOR HYDRO USE

To convey without charge and free of encumbrance prior to the final approval of the Plan, the lands and easements required for hydro use, when so advised by the Hydro. The deeds and grants of easements shall be in a form satisfactory for registration and to be approved by the Hydro Solicitor and deposited with the said Solicitor by the Owner before final approval of the Plan by the Town with the registered plan number left blank in the description of the lands, such blanks to be filled in when said plan is registered and the plan number assigned. In the event that the Owner cannot acquire any part of the required lands at fair market value, the Hydro may expropriate same and the provisions of Section A.22 shall apply mutatis mutandis.

SECTION "F" NOTIFICATION OF SERVICES

F.34 To notify, or cause to be notified, each and every purchaser of land within the Plan of all the services provided for such purchaser and where the said purchaser pays any portion of the cost thereof, the cost of such services and the share thereto to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase the said land entered into by any such purchaser.

F.35

REGISTRATION OF SUBDIVISION AGREEMENT

That this agreement and the schedules hereto or any part thereof may be registered upon title of the lands within the Plan. Such registration shall be at the instance of the Town and its sole discretion provided however that the Owner shall, if so required by the Town, enter into a supplementary agreement with the Town which shall, in every case, be registered against the title of the lands shown in Schedule "A" and which said supplementary agreement shall contain any unforeseen items which are not known at this time.

F.36

BUILDING STREET NUMBERS

F.36.1 That all building street numbers for lands on the new plan of subdivision shall be allocated by the Town's Planning Department.

F.36.2 That the said department shall be furnished with a copy of the registered plan by the Owner upon which the said department shall designate the street number or numbers for each lot or block on the Plan and the Owner shall display the number so designated at the front of each lot and block prior to, and during the construction of the dwelling thereon.

F.36.3 That any subsequent purchaser shall be informed and advised by the Owner of the correct building street number as allocated by the said department.

F.37

CONVEYANCE OF LANDS

That any lands shown on Schedule "A" hereto in which the Town, the Region or any Hydro Electric Commission has an interest as set out in this agreement, shall not be conveyed by the Owner until such time as the easements, etc. have been registered on title.

F.38

SPECIAL CONDITIONS

F.38.1 To include in every offer to purchase a lot in the Plan an acknowledgement by the purchaser of the following provisions of this agreement:

- (1) That no building permit may be applied for nor issued except in compliance with Sections A.12, A.13, A.23 and A.24.
- (2) No building permit may be applied for, nor issued, for any building located on a sensitive lot, as determined by the Commissioner of Works until the design and site plan of the building has been approved by the Town. The site plan shall show the design and location of the building, driveways, parking spaces, trees and lot grading.
- (3) That no building may be occupied until a certificate of occupancy has been issued by the Town's Building Administrator, pursuant to Section C.29.
- (4) That notwithstanding the sale of a lot or block, the Owner or the Town has the right to enter upon the lot or block for a period of one (1) year after the date of sale or the expiration of the guarantee period for the services, whichever is later, in order to carry out any lot grading required to comply with the grading plan.
- (5) That no trees may be removed from a lot except in conformance with the provisions of Section B.26.
- (6) That the grading of the lot shall be completed and maintained in accordance with Section A.18.1



F.38.2 The Owner shall pay the total cost, which has been estimated at \$1,105,000.00, of the modifications as required by the Region of York to the water supply, distribution and storage facilities and property purchases required to service the Plan and the ultimate development of the Oak Ridges community to 6500 persons. All the works except for the feedermain shall be constructed by the Regional Municipality of York hereinafter called "the Region" who shall bill the Town as work progresses. The Town shall then invoice the Owner. The Town shall request the Region to construct the works under the C.M.H.C. regulations and to apply for all federal and provincial subsidies and grants and the Owner shall pay to the Town the actual cost which it is required to pay to the Region. The sum of \$334,500.00 shall be paid by the Owner to the Town prior to final approval of the Plan and at that time the Owner shall file a letter of credit in favour of the Town to secure the sum of \$770,500.00. The above mentioned progress payments shall be deducted from the \$334,500.00. When the sum is exhausted the Town shall bill the Owner for subsequent payments and if not paid within 5 days of demand it may draw upon the letter of credit therefor. The letter of credit shall be kept in force until the work is completed and paid for and if the Town concludes that it will not be so completed before the termination date of the letter of credit it may draw upon it for the full sum so secured to hold as a guarantee for payment unless it is provided with a satisfactory renewal thereof.

Insofar only as it is legally empowered to do and save as hereinafter provided the Town shall repay to the Owner the difference between the actual cost of the work to the Town for the modification of:

- a) distribution system, that is for watermains constructed outside the Plan.
- b) treatment plant which includes an additional well.
- c) storage facilities, that is a new elevated tank and any property acquisition related thereto.

The Town shall charge the sum of \$1,500 as a contribution towards the water system for each lot hereafter created by Plan of Subdivision or severance which is to be serviced by the Oak Ridges water system. The monies shall be paid to the Owner as collected by the Town semi-annually but all obligations of the Town to repay the said monies shall cease after the expiration of 10 years from the registration of the Plan and any monies paid by the Town prior to that date shall discharge its obligations under this paragraph.

F.38.3 The Owner shall constructe at its expense a highway, to the specifications set forth in Schedule "E", between Coons Road and Parker Avenue ( as existing ). In the event that the Owner is unable to acquire the necessary lands the Town shall expropriate same at the expense of the Owner. The Owner shall deposit a letter of credit with the Town prior to final approval of the Plan to cover the cost of the land and of construction. "Cost of the lane" shall include estimated appraisal and legal fees and the entire costs of a hearing before the Land Compensation Board if necessary.

F.38.4 Prior to constructing any of the municipal services within the road allowance, the Owner under the direction of an arborist approved by the Town, will clear and remove trees within a maximum opening of 40 feet in width centred within the road allowance. The Owner shall not cut any other trees other than those designated by the Owner's Arborist subject to the approval of the Town's Arborist and if he does so, he shall replace it as soon as possible in accordance with good practice with a similar tree or one that is approved by the Town.

F.38.5 Insofar only as it is legally empowered to do the Town shall obtain a contribution from any person developing land on the north side of Coons Road and remit it to the Owner. The contribution shall be an amount which the Town considers equitable under the circumstances. This obligation shall cease at the expiration of 10 years from the registration of the Plan.

SECTION "G" RESTRICTIONS RUNNING WITH LANDS

G.39 The Owner, for himself, his successors and assigns, covenants and agrees to comply with the provisions of this agreement and these covenants are given to the Town as the owner of the streets laid out in the Plan and the burden of the covenants attach to the lands in the Plan other than such streets shall run with such lands.

SECTION "H" NOTIFICATION

H.40 If any notice is required to be given by the Town to the Owner with respect to this agreement, such notice shall be delivered or mailed to:

Beaufort Hills Limited,  
c/o Mr. S. Meister,  
23 Benton Road,  
Toronto 15, Ontario.  
M6M 3G2

or such other address as the Owner has given to the Town Clerk, in writing and any such notice mailed by prepaid first class mail or delivered shall be deemed good and sufficient notice under the terms of this agreement and to have been given upon such delivery or mailing.

SECTION "I" VALIDITY

I.41 In the event that the Plan is not finally approved by the Minister or the Ontario Municipal Board, within twelve months of the execution of this agreement by the Town then the said agreement shall be null and void and of no effect.

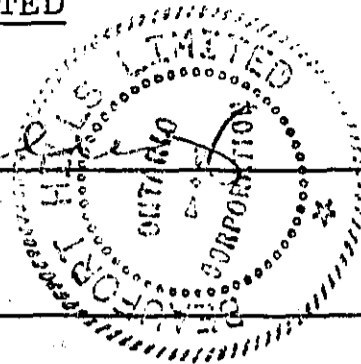
IT IS DECLARED AND AGREED that this agreement and the covenants, provisoes, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Corporate Seal of the Owner and the Town are hereunto affixed under the hands of their respective proper officers in that behalf.

SIGNED, SEALED & DELIVERED )  
IN THE PRESENCE OF )

BEAUFORT HILLS LIMITED

Morris Rowland  
Director



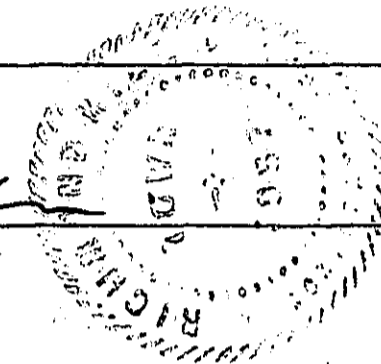
THE CORPORATION OF THE TOWN OF RICHMOND HILL

[Signature]

Mayor

[Signature]

Clerk



LIST OF SCHEDULES

SCHEDULE "A"	Plan of Subdivision
SCHEDULE "B"	Services
SCHEDULE "B1"	Lot Grading Plan
SCHEDULE "B2"	Landscaping Plan
SCHEDULE "C"	Municipal Services to be Constructed by Owner
SCHEDULE "D"	Estimated Cost of Services
SCHEDULE "E"	Specifications
SCHEDULE "F"	Work Schedule
SCHEDULE "G"	Description of the Lands
SCHEDULE "H"	Financial Guarantees
SCHEDULE "I"	Amounts Payable in Cash
SCHEDULE "K"	Lands to be Conveyed

TOWN OF RICHMOND HILL

SCHEDULE "C"

BEAUFORT HILLS LIMITED

List of Municipal Services to be Constructed by the Owner

1. Municipal Services

Construct watermains and storm sewer and roadways all as detailed on the drawing referred to as Schedule "B" as well as the extension to Parker Avenue from Elm Grove Avenue to the Plan. The Owner shall provide water connections to each lot within the Plan designed to the Town's requirements.

2. Boulevards

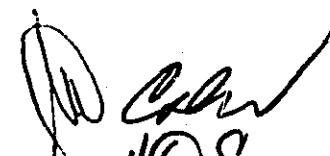
Place sod on all boulevards and asphalt pavement on all driveways from the curb to the property line according to the requirements of the Town.

3. Hydro Facilities

Construct all hydro facilities including underground hydro wiring and the installation of street lighting on all streets within the Plan to the requirements of the Town and the Hydro Electric Commission.

4. Parks

- a) Grade, topsoil, fertilize, sod and seed all blocks as per drawings approved by the Parks and Recreation Department.
- b) The main paths completed with an approved lighting system.
- c) All plantings of trees, evergreens and shrubs as stipulated on the planting plan.
- d) A 1½" water supply at each block complete with meter, well and all necessary fixtures to provide an operable water supply.
- e) Fencing, as required by the municipality, around the perimeter of the parks and trails.
- f) A quantity of park benches and trash containers at each site and at intersecting points of the trails.
- g) Preparation of all landscape design concepts, planting details, and grading details as may be required.
- h) The Owner shall submit to the Parks and Recreation Department upon satisfactory completion of all works, a written warranty for the plantings, water supply, paths, lighting system and park furniture for a period of one full year from the date of acceptance by the Town of all works.

112  
  
H.O.S.

TOWN OF RICHMOND HILL

SCHEDULE "D"

BEAUFORT HILLS LIMITED

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Estimated Cost of Services

1. Watermains and service connections	\$ 402,700.00
Roads, curbs and pavement	\$ 831,000.00
Storm sewers and catchbasins	\$ 548,700.00
Sidewalks and boulevard sodding	\$ 97,000.00
Driveways and miscellaneous works	\$ 39,000.00
	<u>\$1,918,400.00</u>
2. Landscaping and walkways	<u>\$ 133,600.00</u>
3. Services of an arborist	<u>\$ 20,000.00.</u>
4. External services -	
Property acquisition	\$ 15,000.00
Parker Avenue road extension	\$ 132,000.00
	<u>\$ 147,000.00</u>
5. Regional services -	
400 gpm well and pumphouse	\$ 165,000.00
Modifications to treatment plant	\$ 266,000.00
12 inch feedermain from plant to plan	\$ 125,000.00
500,000 gallon elevated storage tank	\$ 500,000.00
	<u>\$1,056,000.00</u>

MR  
Cohen  
H.O.S.

TOWN OF RICHMOND HILL

SCHEDULE "E"

BEAUFORT HILLS LIMITED

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Specifications

All municipal services and other works required by this agreement shall be designed, constructed and maintained in accordance with the specifications, standards and requirements of the Town and the Hydro Electric Commission.

The Commissioner may require tests of the soil and of construction materials at any time during which any of the services are being constructed.

The specifications of the development of parks shall be as outlined in the "Developers' Requirements Manual for the Development of Public Open Space" which is prepared and available from the Richmond Hill Parks Department.

MR [Signature]

CDW  
H.O.S.

TOWN OF RICHMOND HILL

SCHEDULE "F"

BEAUFORT HILLS LIMITED

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The installation of all services shown on Schedule "B" and described in Schedule "C" shall be completed as follows

1. Underground Services - all underground services shall be completed within 6 months of the registration of the Plan.
2. Aboveground Services - (excluding surface course asphalt on roadways, sidewalks, sodding of boulevards and paving of driveways) the aboveground services shall be completed in phases and scheduled as follows:

Phase I shall consist of -

Coons Road - from Yonge to west branch of Cynthia Crescent

Cynthia Crescent

Acorn Road

Rosegarden Crescent

Blackforest Drive - from Yonge to west branch of Rosegarden Crescent

and shall be completed within 12 months after registration of the Plan

Phase II shall consist of the remaining unfinished streets which shall be completed within 24 months of registration of the Plan.

3. The aboveground services, that is the surface course asphalt, sidewalks, sodding of boulevards and paving of driveways shall not be completed until at least 12 months after the base course asphalt has been laid.
4. Open space and park development - the Owner shall complete the work for open space areas within the subdivision to the satisfaction of the Town before 25 percent of the dwelling units have been issued an Occupancy Permit through the Town's Building Department.

MR  
C.W.  
H.O.S.



TOWN OF RICHMOND HILL

SCHEDULE "G"

BEAUFORT HILLS LIMITED

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Description of Lands

All and singular those certain lands or tracts of land and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and Province of Ontario and being composed of: That Part of Lots 68 and 69, Concession 1, W.Y.S. shown as Part 1, Part 2, Part 3 and Part 4 on Reference Plan 65R/885 filed in the Land Titles section of the Office of the Registrar General of the Registry Office for the Registry Division of York North.

MR.



CSW  
H.O.S.

TOWN OF RICHMOND HILL

SCHEDULE "H"

BEAUFORT HILLS LIMITED

Financial Guarantees for Services

ITEM	AMT. OF GUAR- ANTEE IN FORM OF LETTER OF CREDIT	REDUCTION	MTCE. GUAR.	MTCE. PERIOD AFTER ASSUMPTION
<u>LOCAL</u>				
- Watermains	402,700	85% of value of work com- pleted and paid for	15%	13 months
- Roads	831,000	"	"	"
- Storm sewers	548,700	"	"	"
- Sidewalk & sodding	97,000	"	"	"
- Driveways & miscellaneous	39,000	"	"	"
- Landscaping	133,600	"	"	"
- Property acqui- sition for Parker Ave. extension	15,000	N/A	N/A	N/A
- Parker Ave. const.	132,000	"	"	"
- Watermain from plant to plan	<u>125,000</u>	"	"	"
	\$2,324,000			

REGIONAL

Well and pump- house	165,000
Treatment plant	266,000
Storage tank	<u>500,000</u>

\$ 931,000 - less cash contribution of \$334,500 =  
\$596,500

LIGHTING FACILITIES

Street lighting	92,000
Walkway lighting	<u>52,000</u>
	\$ 144,000

Note: If the contract for the item exceeds the amount shown in the schedule, then the letter of credit shall be increased accordingly. At no time shall the letter of credit be reduced to an amount below the total of the following:

MR [Signature]  
H.O.S.

Schedule "H" - continued

1. The Town's estimate of the cost of completing the work.
2. The value of the work completed but not paid for.
3. 15% of the completed and paid for works.

A letter of credit shall be in a form satisfactory to the Town and shall include a clause requiring the bank to notify the Town at least 30 days prior to the expiry thereof in the event it is not prepared to renew for a further term.

MR  
COW  
HOS.

TOWN OF RICHMOND HILL

SCHEDULE "I"

BEAUFORT HILLS LIMITED

Owner's payments to the Town of Richmond Hill prior to the final approval of the Plan

<u>Item</u>	<u>Amount</u>
1. Taxes	
2. Local Improvement and Commuted Charges	
3. Trees, 223 lots @ \$100.00/lot	\$ 22,300
4. Legal and Administrative Costs - 223 lots @ \$115.00/lot	\$ 25,645
5. Capital Lot Contribution - 223 lots @ \$975.00 /lot	\$217,425
6. Boundary Road Contribution - 160 acres @ \$1250 per acre = \$200,000 less cost of constructing Parker Avenue extension - Estimated net contribution	\$100,000
If the cost of constructing Parker Avenue extension as described in Item 1 of Schedule "C" is not \$100,000, then this contribution shall be adjusted accordingly.	
7. Engineering and Inspection Charges - 3½% of \$2,309,000	\$ 80,815
8. Street and Regulatory Signs	\$ 1,800
9. Lot Levy for Water Supply - 223 lots @ \$1,500 /lot	\$334,500
10. Bus Shelter - 1 unit @ \$1,500	<u>\$ 1,500</u>
	\$783,985

Owner's payments to the Town prior to the issuance of building permits

1. Water Meter Charge - \$100/lot .
2. Occupancy Charge - \$100/lot

The Owner shall make arrangements for the installation of hydro electric services for the lands in the Plan including street lighting as required by the Commissioner and shall satisfy the Town that such arrangements have been made satisfactory to the Town before the Plan is released for registration

*AMR*  
*CDW*  
*H.O.S.*

TOWN OF RICHMOND HILL

SCHEDULE "K"

BEAUFORT HILLS LIMITED

Lands to be Conveyed to the Town of Richmond Hill and others  
as shown on Schedules "A" and "B"

1 FOOT RESERVES TO THE TOWN


BLOCKS "A", "B", "C", "D", "E", "X", "L", "Y", "Z"

1 FOOT RESERVES TO THE PROVINCE

BLOCKS "I", "J", "K"

PARK LAND TO THE TOWN

BLOCKS "N", "O", "P", "Q", "R", "S", "T", "V", "W"

MR   
C.D.W.  
N.O.S.

PROPERTY DESCRIPTION: PCL 8-1 SEC M36; LT 8 PL M36 ; RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
1997/06/23

OWNERS' NAMES  
POTTER, STANLEY JOEL

CAPACITY SHARE  
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/23**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/06/20 **</b></p> <p><b>** RANGE SPECIFIED FOR SEARCH: FROM 1900/01/01 TO 2022/09/07 **</b></p>						
LT4139	1976/09/29	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT8129	1977/11/14	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT12503Z	1978/11/03	APL ANNEX REST COV				C
LT535528	1988/11/16	TRANSFER	\$620,000		POTTER, STANLEY JOEL	C
YR2701346	2017/07/13	CHARGE	\$1,500,000	POTTER, STANLEY JOEL	CANADIAN IMPERIAL BANK OF COMMERCE	C

II 08129 F. 42

DATED: June 20th, 1977

Form 68-1

BETWEEN:

THE CORPORATION OF THE TOWN

OF RICHMOND HILL

and

BEAUFORD HILLS LIMITED

II 08129

Newmarket 11:51 Nov. 14 77

Becker K-1

68-1

*[Signature]*  
DEPUTY LAND REGISTRAR

A G R E E M E N T

2071

Subdivision Agreement

By Sts 68 & 69.

Cons. 2 WYS.

77 NOV 14 All: 51

*Chaque for \$12.00  
2.00*

REGISTRATION FEE	\$10.00	
LAND TRANSFER TAX		
RETAIL SALES TAX		

**FELXAI, LOCKE, MATTHEWS & STIRLING**  
BARRISTERS & SOLICITORS  
SUITE 800, 85 RICHMOND ST. WEST  
TORONTO, ONTARIO M5H 2C9  
TEL: 364-1911

*[Faint stamp]*

11 08129

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF YORK NORTH (No. 65)

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THE CORPORATION OF THE TOWN OF RICHMOND HILL,  
being interested in the land entered  
as Parcel 68-1 in the Register for  
Section K-1 of which  
BEAUFORT HILLS LIMITED

is the registered owner (hereinafter called the "Owner")  
hereby applies to have Notice of an Agreement dated the  
20th day of June, 1977  
made between THE CORPORATION OF THE TOWN OF RICHMOND HILL  
and the Owner  
entered on the parcel register.

The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This application is not being made for any fraudulent or improper  
purpose.

The address for service of The Corporation of the Town of Richmond  
Hill is 10,266 Yonge Street, Richmond Hill, Ontario.

THE CORPORATION OF THE TOWN  
OF RICHMOND HILL

by its solicitors

FELKAI, LOCKIE, MATTHEWS & STIRLING

Per:

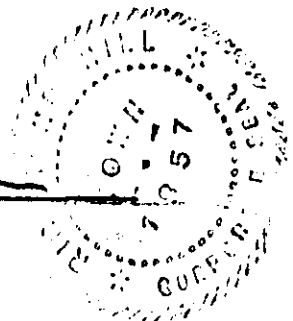
J. D. Stirling



November 2, 1977

I, Charles David Weldon, Clerk of the Town of Richmond Hill do hereby certify that the attached is a true and correct copy of an Agreement made on the 20th day of June, 1977, between the Corporation of the Town of Richmond Hill and Beaufort Hills Limited with the exception that Schedules "A", "B" "B1", and "B2" have been removed and are on file for inspection in the office of the Clerk of the Town of Richmond Hill.

  
Clerk



I N D E X

**SEE BY-LAW No. 102-77**

FILE NO. \_\_\_\_\_ (T- 24376)

DEVELOPER

BEAUFORT HILLS LIMITED

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REG'D. PLAN NO. \_\_\_\_\_

DATE OF REGISTRATION \_\_\_\_\_

T A B L E O F C O N T E N T S

Municipal Services	Section "A" Pages 1 to 5
Roadways	Section "A" Page 6
Water Supply and Watermains	Section "A" Page 6 and 7
Sidewalks and Walkways	Section "A" Page 7
Lot Grading	Section "A" Page 7
Sewage Facilities - Storm and Sanitary Sewers	Section "A" Page 7 and 8
Sewer and Water Connections	Section "A" Page 8
Street Signs	Section "A" Page 8
Conveyance of Lands and Easements for Municipal Purposes	Section "A" Page 8 and 9
Building Permits	Section "A" Page 9
Services within Easements	Section "A" Page 9
Parks & Recreation	Section "B" Page 9 and 10
Removal of Trees	Section "B" Page 10
Notification of Future Use of Municipal Lands	Section "B" Page 10
Building	Section "C" Page 10
Occupancy	Section "C" Page 10
Financial Arrangements - Guarantee and Taxes	Section "D" Page 11
Hydro including Lands and Easements	Section "E" Page 11
Notification of Services	Section "F" Page 11
Registration of Subdivision Agreement	Section "F" Page 12
Building Street Numbers	Section "F" Page 12
Conveyance of Lands	Section "F" Page 12
Special Conditions	Section "F" Page 12 and 13 and 14
Restrictions Running with Lands	Section "G" Page 14
Notification	Section "H" Page 14

TOWN OF RICHMOND HILL

SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this 20<sup>th</sup> day of June, 1977.

B E T W E E N:

BEAUFORT HILLS LIMITED

hereinafter called the Owner

- and -

THE CORPORATION OF THE TOWN OF RICHMOND HILL  
hereinafter called the "Town"

WHEREAS the lands affected by this agreement are situate in the Town of Richmond Hill in the Regional Municipality of York, being Part of Lots 68 and 69, Conc. 1 WYS more particularly described in Schedule "G";

AND WHEREAS the Owner purports to be the owner of the above described lands and has applied to the Minister of Housing, hereinafter called the "Minister" for approval of a plan of subdivision, hereinafter referred to as the "Plan" of the said lands for the purposes of registering the same;

AND WHEREAS the Town has recommended to the Minister that the Owner shall be required to construct and install certain public services to serve the Plan; to undertake to make such financial arrangements with the Town for the installation and construction of the said services and to make financial arrangements for the provision of such other services as are herein set forth; to grant certain lands to the Town for drainage purposes or other municipal purposes and to enter into certain supplementary agreement, all of which are hereinafter more particularly referred to and to enter into this agreement with the Town before obtaining the approval of the Plan by the Minister or the Ontario Municipal Board;

NOW THEREFORE this agreement witnesseth that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Town to the Owner (the receipt whereof is hereby acknowledged) the Owner hereby covenant and agree with the Town as follows:

SECTION "A" MUNICIPAL SERVICES

A.1.1 That following final approval of the Plan by the Minister or the Ontario Municipal Board and its registration in the office of Land Titles at Toronto to construct and install municipal services and works on all the streets, lanes and other lands laid out in the Plan and on streets, lanes and lands adjacent thereto as shown on the plan attached hereto as Schedule "A" which services are listed in Schedule "C" and shown on Schedule "B" with the specifications attached as Schedule "E" and the estimated cost thereof shown in Schedule "D". The word "services" when used herein shall be deemed to refer to such municipal services and works.

A.1.2 To pay the cost of the services to the extent that the Town shall not be required to pay any portion of the capital cost thereof unless specifically provided otherwise in this agreement. In the event that the Town incurs any legal expenses involving mechanic lien actions or other actions respecting the construction of the services, then such expenses shall be paid by the Owner on demand.

A.1.3 To provide at no cost to the Town, all easements and rights-of-way necessary for the installation and construction of the services for the Plan.

A.2.1 That all the services shall be designed by the Owner and approved by the Town's Commissioner of Works, hereinafter called the "Commissioner". Prior to the final approval of the Plan, and "final approval" for the purposes of this agreement other than in Section A.1.1 means final approval by the Town, the Owners shall obtain the approval of the Minister and all other necessary authorities to the design of the services. The services shall be installed strictly in accordance with the Town's specifications and design standards as set out in Schedule "E".

A.2.1.1 Prior to the final approval of the Plan the Owner shall obtain the approval of the appropriate authority for the installation of hydro, gas, Bell Telephone, and the Regional Municipality of York, hereinafter called the "Region" relative to the provision of sewage treatment facilities and the supply of water to service the plan and sewer and waterworks certificates from the Ministry of Environment and such approvals shall be endorsed on Schedule "B" or by letters of approvals or certificates filed with the Commissioner.

A.2.2 That all services shall be designed and installations supervised by consulting engineers, landscape architects or arborists where applicable satisfactory to the Commissioner. The Owner's agreement or contract with the consulting engineer, landscape architect or arborist shall include design, general supervision and resident supervision and shall provide that the Commissioner or his representative may personally inspect the installation of the services and shall have the power to stop the work in the event that in his opinion, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Town. All design drawings shall be approved by the Town before any agreement is entered into for the construction of the services. All design drawings shall carry the seal of the Professional Engineer, Landscape Architect or Arborist who is responsible for the designs and shall be signed by him.

A.2.3 No works shall be commenced on any of the services until the designs for all the services have been approved by the Commissioner and he may stop any work that is commenced without his approval. Any work undertaken by the Owner prior to the final approval of the Plan shall not be accepted as a municipal service until such time as the Owner's Consulting Engineer has advised the Commissioner in writing that such work has been carried out in accordance with the Town's specifications and the Owner shall provide all the information and expose or reconstruct any service which the Commissioner may require.

A.2.4 That, prior to making, awarding or letting any contract for the installation of any of the services, to file with the Commissioner, a list of the contractors and sub-contractors or persons to be engaged in the installation of such services, and obtain his written approval prior to the commencement of any work, provided that such approval shall not be withheld unreasonably. No work shall be commenced by a contractor until he has filed with the Commissioner a certificate of public liability insurance in an amount satisfactory to the Commissioner which shows the Town as a co-insured.

A.2.5 That no work shall be commenced on any of the services without the approval of the Commissioner and at least 48 hours notice shall be given to him before any work is to be commenced or resumed. Work which requires approvals from the Ministry of the Environment or any other authority, shall not be commenced until such approvals are obtained.

A.2.6 That the Owner shall construct the services in accordance with the approved design drawings and shall test construction materials as required by the Commissioner.

A.2.7 That the Owner shall file copies of all contracts and change orders with the Commissioner and shall provide work schedules for his approval before any work commences. All work shall be carried out in accordance with the submitted contracts, work orders and approved work schedules.

A.2.8 That prior to the passing of an assumption by-law, the Owner shall provide to the Town, a complete set of engineering drawings for the services to be assumed, showing the final plan and profile locations of the services including building connections, the accuracy of which shall be certified by the engineer supervising the construction. The said drawings shall be on linen and in a condition acceptable to the Commissioner.

A.2.9 That prior to the passing of the assumption by-law, the Owner shall provide a certificate from his consulting engineer that the services have been constructed, installed and tested in accordance with the approved design drawings, Town specifications, standards and requirements.

A.3.1 That until the assumption by-law is passed as herein provided, the Owners shall indemnify and save harmless the Town and the Region or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of any service required under this agreement.

A.3.2 That the Owner shall not connect any watermain or sewer to existing municipal systems without the specific approval of the Commissioner.

A.4.1 In the event that the Owner fails to install services covered by this agreement as and when required by the Commissioner or having commenced to install the services, fails or neglects to proceed with reasonable speed, or, in the event that the services are not being installed according to the specifications and requirements of this subdivision agreement, in addition to any other remedy the Town may have, upon the Commissioner giving 48 hours written notice by prepaid registered mail to the Owner, the Town may, without further notice, draw upon the letter of credit referred to in Section D.30 for the estimated cost of the works and enter upon the lands in the Plan and proceed to supply all materials and to do all necessary works in connection with the installation of the services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an engineering fee of the cost of such materials and works to the Owner. In the event that the letter of credit is not sufficient to cover such cost the Owner shall pay the deficit upon demand by the Town and the deficit shall be a charge upon the lands described in Schedule "G" until paid. Such entry by the Town shall be as

- 4 -

agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the services by the Town. The Town, in addition to all other remedies it may have, may refuse to issue building permits until the services are completely installed in accordance with the requirements of the Commissioner. Provided that if the delay is caused by a strike, act of God or similar occurrence the Owner shall be deemed not to be in default under this section until a reasonable time after such occurrence.

A.4.2 The services shall be installed in accordance with the work schedule attached hereto as Schedule "F" and if the work is not performed in accordance with the schedule, it shall be considered as "failing to proceed with reasonable speed". Provided that if the work is delayed by a strike, act of God or similar occurrence the completion date shall be extended by the period of such delay.

A.5 At any time prior to the assumption of the services by the Town, if any of the services provided by the Owner do not function properly and, in the opinion of the Commissioner, repairs are necessary immediately to prevent damage or hardship to any persons or any property, the Town may make whatever repairs may be deemed necessary and the Owner shall pay to the Town immediately upon receipt of a written demand, any expense including engineering fees incurred in making the said repairs.

A.6 That all standard iron survey bars as shown on the registered plan shall be replaced by an Ontario Land Surveyor at the Owner's expense before assumption of aboveground services. The surveyor shall provide the Commissioner with a letter to that effect.

A.7 Prior to the assumption of any of the services by the Town as hereinafter provided, the Owner shall file with the Town a guarantee for the performance of such service for the period after the date of the assumption by-law that is designated in Schedule "H" for such service. The guarantee shall be in the form shown in Schedule "H" and shall be returned to the Owner after the expiration of the guarantee period.

A.8 After receipt of a certificate from the consulting engineer as to the satisfactory completion and testing of each one of the services referred to in Schedule "C" and after a verification inspection, the Commissioner shall submit a written report to Council that the service has been constructed and installed to Town specifications and all accounts in connection therewith have been paid and it is in the required condition to be assumed. In the event that the Commissioner is of the opinion that a section of a service may be assumed without prejudicing the operation of any service assumed or about to be assumed, the Town may assume such section of the service. No service or part of a service shall be assumed until dwellings have been erected on at least 80% of the lots on the Plan. The Town Treasurer shall submit a written report to Council that all financial requirements have been met or will be met on the passing of the assumption by-law. Prior to expiration of a guarantee period, an inspection of the service shall be made by the Commissioner and any defects shall be corrected by the Owner. If the inspection of the service reveals that it or any part thereof requires cleaning, then this shall be carried out by the Owner forthwith. When all of the requirements of this paragraph have been fulfilled the Town will pass an assumption by-law for the service or part thereof.

A.9 Upon an assumption by-law being passed, the ownership of the affected service or portion thereof, shall vest in the Town and the Owner shall have no claims or rights thereto, other than those accruing to them as an owner of land abutting on streets on which the services were installed.

A.10 That municipal services for adjoining developing lands may be connected to the municipal services covered by this agreement with the written consent of the Town prior to the assumption by-law being passed, provided that the Town shall be responsible for any damage caused by such connection.

A.11 That 3/8 of the actual cost of the services shall be paid as an engineering processing fee to the Town. The estimated fees shall be paid by the Owner in the manner shown in Schedule "I". When the actual cost of the services is ascertained the Owner shall pay any deficit or be paid any refund forthwith.

A.12 That no building permit shall be applied for nor issued on any building lot until such time as all underground services have been installed on the street upon which the lot fronts and a gravel road & ditches have been constructed on that street and a temporary gravel road on any other street on the Plan which must be used to provide access to the building lot from an assumed public road. The gravel roads shall be constructed to the satisfaction of the Commissioner.

A.13 No building permit shall be issued for the construction of a building on any lot until a plan indicating the site of the building, the main floor elevation and the grading operations has been approved by the Owner's Consulting Engineer and filed with the Building Administrator. The Owner shall ensure that the grading is completed to the satisfaction of the Town. The Owner shall include in any agreement of sale, a clause whereby they reserve the right, notwithstanding the completion of the sale, to enter upon the lot being sold for a period of one year after the completion of the sale or until the expiration of the quarantee period for the services, whichever date is later, in order to carry out any lot grading within thirty (30) days of a notice from the Town. The agreement of sale shall have the purchaser acknowledge the right of the Town to enter upon the lands for such purpose in the event the Owner fails to do so and the deed to the purchaser shall reserve the right of the Owner and the Town to enter upon the lot for such purpose. No building permit shall be issued for the construction of an accessory building or an addition or structural alteration to an existing building on a lot until the grading on the lot has been completed in accordance with the approved plan. In the event that the grading of a lot or block is not completed within one year of the issuance of a building permit for the lot, the Town may draw upon the letter of credit, if still in force and enter upon the land and do the necessary work at the expense of the Owner. The Town, however, is under no obligation to do the work.

A.14 MUNICIPAL SERVICES INSTRUCTIONS

All services shall be designed and constructed in accordance with Town specifications and design standards as set out in Schedule "E".

A.15 ROADWAYS

A.15.1 All roads shall be asphalt surfaced, with concrete curbs and gutters and catch basins drained by storm sewers unless shown otherwise in Schedule "B". All driveways from the street line to the road shall be asphalt surfaced.

A.15.2 The Owner shall maintain all roadways including snow removal, but subject to Section A.15.3, for vehicular traffic during all phases of construction until they have been assumed by the Town.

A.15.3 The Town shall carry out winter maintenance on paved subdivision roadways that are connected by pavement to assumed roadways, if manholes and catch basins are ramped on base course asphalt. The Owner agrees that such winter maintenance will not constitute assumption and absolves and indemnifies the Town from any and all loss or liability of every nature and kind whatsoever in connection therewith.

A.15.4 The Owner shall keep roadway surfaces clear of dust, mud, refuse, rubbish and other litter of all types until assumed by the Town. The Town will carry out such clean-up or dust laying work at the Owner's expense if the work is not performed within 24 hours of written notice to the Owner or his consulting engineer.

A.15.5 The granular and stone bases shall be individually inspected and approved by the Owner's consulting engineer before the base course of asphalt is laid.

A.15.6 All roads and streets used for access to this subdivision shall be kept in good, useable and dust-free condition by the Owner at his expense during the construction of the services and all buildings within the Plan. The Town may carry out such maintenance at the Owner's expense if maintenance is not carried out within 24 hours of written notice to the Owner or his consulting engineer.

A.15.7 Gaps may be left in curbs at locations approved by the Commissioner to facilitate delivery of construction materials to building.

A.15.8 The Town reserves the right to designate points of access and egress to the Plan during the period of construction of services and buildings. Permanent type barricades shall be erected at locations designated by the Commissioner prior to construction and maintained during the period of construction at the Owner's expense.

A.15.8.1 The Owner hereby covenants to indemnify and save harmless the Town from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any alteration of the existing grade or level or by reason of any damage to the lands abutting on the Plan or to any building erected thereon arising from or in consequence of any such alteration or grade or level or by reason of any other work undertaken by the Owner in this development.

A.16 WATER SUPPLY AND WATERMANS

A.16.1 A complete system of watermains and appurtenances shall be installed by the Owner to service the lands included in the Plan in accordance with the requirements of the Commissioner unless shown otherwise in Schedule "B".

A.16.2 The Owner shall adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the Commissioner. Hydrants shall be painted to Town specifications.

A.16.3 The Owner shall maintain all watermains, services and appurtenances until assumed by the Town. Emergency repairs may be carried out by the Town at the Owner's expense without prior notice to the Owner or his consulting engineer but shall not constitute acceptance of the works by the Town.



A.16.4 The use of water, watermains, valves, water services and hydrants and all appurtenances shall be subject to the Town waterworks by-law.

A.17 SIDEWALKS AND WALKWAYS

A.17.1 The Owner shall construct the sidewalks and walkways shown on Schedules "B" and "B-2" to the satisfaction of the Commissioner.

A.18 LOT GRADING

A.18.1 The Owner shall carry out all lot grading in accordance with the grading plan attached hereto as Schedule "B1". The Owner specifically covenants for himself and his successors or assigns to maintain each lot in accordance with the said plan and to do no work that will interfere with the approved grading.

A.18.2 Subject to Section A.19.3 all drainage works shall be designed and constructed to accommodate run-off from the drainage area as built up, using the Town design criteria.

A.18.3 The Owner shall carry out at his expense, any temporary or permanent drainage works that may be necessary to eliminate ponding or erosion conditions. The decision of the Commissioner as to what work is necessary is final and binding.

A.18.4 The Owner shall cover all lands, other than park lands and those not covered by roads, sidewalks, buildings, driveways etc. with at least 2" of topsoil unless they are already so covered.

A.18.5 All public property within road allowances, other than pavement or sidewalks, shall be sodded by the Owner at his expense to the satisfaction of the Commissioner and prior to the assumption of any roads by the Town.

A.18.6 No debris, junk, rocks, stumps, trees or fill of any kind shall be deposited on public property and the Owner shall remove such materials at his expense within seven days of being notified to do so by the Town's Building Administrator, otherwise it shall be removed by the Town at his expense.

A.19 SEWAGE FACILITIES - SANITARY AND STORM SEWERS

A.19.1 A complete system of sanitary and storm sewers and appurtenances shall be installed by the Owner to service the lands covered by the Plan in accordance with the requirements of the Commissioner unless shown otherwise in Schedule "B". The use of the sewers and sewer services shall be subject to the Town's sewer by-law.

A.19.1.A No building permit shall be applied for, or issued for, any building lot until such time as the York Regional Board of Health has certified in writing that the lot is suitable for the installation of a septic tank system, and nothing herein contained shall be construed as obligating the York Regional Board of Health in any way to give such certification.

A.19.1.B The Owner shall indemnify and hold harmless the Town and the York Regional Board of Health from and against any liability and any cost or expense that either or both of them may incur, directly or indirectly, resulting from the refusal of the York Regional Board of Health to provide the certification in writing referred to in paragraph A.19.1.A and the Town consequently refusing to issue a building permit.

A.19.2 Sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region, the Town and the Metropolitan Toronto and Region Conservation Authority.

A.19.3 Prior to the final approval of the Plan the Owner shall present such construction and grading plans to the Metropolitan Toronto and Region Conservation Authority for approval as it may require. The Owner shall complete such works in accordance with the said plans and shall erect any temporary fencing which the Authority may require.

A.19.4 Prior to the final approval of the Plan, the Owner shall present to the Region for approval such drainage plans as it may require.

A.20 SEWER AND WATER CONNECTIONS FOR BUILDINGS

A.20.1 All sewer and water connections shall be installed by the Owner in accordance with Town specifications and design standards.

A.20.2 The Owner shall maintain all sewer and water connections installed by him until assumed by the Town.

A.20.3 The Owner shall pay the water meter charges for a building prior to the issuance of a building permit.

A.21 STREET SIGNS

A.21.1 The Owner shall erect temporary street signs, consisting of a painted and legible sign on wood backing, fastened securely on a post seven (7') feet above ground level, on all street intersections in the subdivision as soon as construction of a building commences. The Owner shall maintain the same until such time as all grading of roads and boulevards has been completed to the satisfaction of the Commissioner and until permanent signs have been erected as provided for by this agreement.

A.21.2 Permanent street name signs and all traffic signs shall be erected and paid for by the Owner in accordance with the provisions of this agreement.

A.22 CONVEYANCE OF LANDS AND EASEMENTS FOR MUNICIPAL PURPOSES

A.22.1 The Owner shall convey to the Town and other authorities without charge and free of encumbrance, prior to the final approval of the Plan, the lands and the easements described in Schedule "K". If the Town subsequently determines that easements over lands in the Plan and lands other than lands in the Plan are required for drainage purposes to provide for the drainage of the lands in the Plan then the Owner shall convey same on demand, free of encumbrance. The Owner shall obtain easements for the Town across other lands to provide for any drainage works that may be reasonably required by the Town to furnish an outlet for storm water or natural water-courses flowing from or across the lands shown on Schedule "A" hereto. The conveyance of such lands and easements is to be in a form approved by the Town.

A.22.2 If the Owner cannot acquire the required easement for a reasonable sum, the Town shall, insofar as it is legally empowered to do, expropriate such easements provided that the cost of expropriation including all of the Town's costs for any arbitration proceedings and any other costs the Town may be required to pay on such arbitration proceedings or in preparation therefor, shall be paid by the Owner. The estimated costs shall be paid to the Town prior to the commencement of any proceedings and an adjustment will be made upon completion.

A.22.3 The Owner agrees that if the said drainage works result in drainage through other lands, if required by the Town, all such work shall be carried out by the Owner by means of an open ditch or storm sewer of sufficient size for the drainage requirements of the drainage area. The design is to be based on the run-off expected from the said area when completely built up with buildings, pavements, sidewalks, and parking areas and must meet with the requirements and approval of the Town.

The drainage works shall be completed by the Owner at his expense and the provisions of Section A.4.1 respecting completion and entry by the Town shall apply mutatis mutandis.

A.23 BUILDING PERMITS

No applications shall be made for building permits and no building permits shall be issued until the following materials have been received by the Building Administrator:

- (a) A copy of the Registered Plan.
- (b) A copy of the subdivision agreement executed by the Owner and the Town.
- (c) Certification from the appropriate Hydro-Electric Commission that the Owner has fully complied with the requirements and conditions of Section E.32 and E.33 of this agreement.
- (d) Certification from the Town Solicitor that all necessary deeds and easement agreements have been received in satisfactory form and have been registered and that the titles are free and clear of all encumbrances.
- (e) Certificate from the Commissioner that services have been installed to the extent that the requirements of Sections A.12 and A.24 have been fulfilled.
- (f) Evidence that the tests and approvals required by Section C.28 have been filed with the Town.
- (g) That the site plan approvals required by Section A.13 have been obtained.

A.24 SERVICES WITHIN EASEMENTS

That building permits will not be applied for nor issued for lots or blocks on which easements have been imposed, or for lots or blocks immediately adjacent to such easements until such time as the Commissioner has certified to the Building Administrator that the required service or services have been installed within the limits of the said easements granted to the Town.

SECTION "B" PARKS AND RECREATION

THE OWNER COVENANTS AND AGREES:

B.25 To landscape the park lands on the Plan as shown on Schedule "B-2" and to complete same as described in Schedule "E".

B.26

REMOVAL OF TREES

To cut down and remove from the lands in the Plan forthwith upon its registration, all diseased and dead trees. The decision of the Commissioner as to which trees are diseased or dead, and as to their manner of disposal, shall be final. The Owner shall not remove any other trees or vegetation except as required for construction purposes without the written consent of the Commissioner.

B.27

NOTIFICATION OF FUTURE USE OF MUNICIPAL LANDS

To advise builders and purchasers of lots in the Plan by the installation of a sign or signs on the property, of the intended use of the lands being conveyed to the Town.

SECTION "C" BUILDING

C.28 That the approval of the Town to the registration of the Plan and the execution of this agreement by the Town, shall not be deemed to give assurance that building permits, when applied for, will be issued on any of the lots or blocks as shown on the Plan so long as the requirements of this agreement have not been fulfilled.

That an applicant for a building permit shall, when required by the Building Administrator, submit soil tests for any lot on the stability of the soil in order to determine the suitability of any lands to sustain superimposed loads from building and filling operations and to furnish at no cost to the Town, certified copies of the results thereof for examination by the Building Administrator prior to the issuance of building permits.

C.29

OCCUPANCY

There shall be no occupancy of any building erected on the lands in the Plan until the Town's Building Department has issued a certificate permitting such occupancy. The certificate shall not be issued until the Owner:

- (1) Has paid all monies due to the Town in respect to the building, as provided in Section D.
- (2) Has constructed all services required by this agreement, other than the last lift of asphalt, to and in front of the building and the services have been connected thereto.
- (3) Files a certificate from the consulting engineer that the lot grading has been completed according to the plan referred to in Section A.13.

Prior to the issuance of a building permit for a dwelling on the Plan the Owner or the applicant for the building permit shall pay to the Town the sum of \$100.00 for such dwelling. If the dwelling is occupied in contravention of this agreement the sum shall be forfeited to the Town. The \$100.00 shall be repaid to the person who made the payment upon the issuance of the certificate. If a dwelling is occupied without a certificate, in addition to all other remedies available, the Town may terminate all municipal services thereto.

SECTION "D" FINANCIAL ARRANGEMENT

To pay in cash in the manner shown on Schedule "I" the total sum shown as cash requirements.

**D.30** FINANCIAL GUARANTEE

(a) To file with the Town, prior to the final approval of the Plan, letters of credit for the amounts shown on Schedule "H" to guarantee the construction and installation of the services. In the event that the Town constructs some part of the services pursuant to Section A.4.1 hereof, or in the event that the Owner fails to pay the cost of any of the services, the Town may recover the costs by drawing upon the letter of credit. The Town may draw upon the letter of credit for the amount of its estimate of the cost prior to undertaking the work.

(b) The letter of credit required by this section shall be reduced by the Town in the manner shown in Schedule "H" but shall be kept in force until the services are assumed.

**D.31** TAXES

To pay all outstanding taxes upon the lands in the Plan and current taxes for which a bill has been issued before final approval of the Plan.

SECTION "E" HYDRO

**E.32** That all lands shall be serviced by underground hydro wiring. The Owner shall pay to the appropriate Hydro-Electric Commission, hereinafter called "Hydro", in cash prior to the final approval of the Plan, the amount set out in Schedule "I" as the estimated cost of the required supply facilities and appurtenances and shall file security satisfactory to the Hydro to guarantee payment for the remaining costs as set out in Schedule "H". When the actual cost of the facility is ascertained, the Owner shall pay any deficit or be paid any refund forthwith.

**E.33** LANDS AND EASEMENTS FOR HYDRO USE

To convey without charge and free of encumbrance prior to the final approval of the Plan, the lands and easements required for hydro use, when so advised by the Hydro. The deeds and grants of easements shall be in a form satisfactory for registration and to be approved by the Hydro Solicitor and deposited with the said Solicitor by the Owner before final approval of the Plan by the Town with the registered plan number left blank in the description of the lands, such blanks to be filled in when said plan is registered and the plan number assigned. In the event that the Owner cannot acquire any part of the required lands at fair market value, the Hydro may expropriate same and the provisions of Section A.22 shall apply mutatis mutandis.

SECTION "F" NOTIFICATION OF SERVICES

**F.34** To notify, or cause to be notified, each and every purchaser of land within the Plan of all the services provided for such purchaser and where the said purchaser pays any portion of the cost thereof, the cost of such services and the share thereto to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase the said land entered into by any such purchaser.

F.35 REGISTRATION OF SUBDIVISION AGREEMENT

That this agreement and the schedules hereto or any part thereof may be registered upon title of the lands within the Plan. Such registration shall be at the instance of the Town and its sole discretion provided however that the Owner shall, if so required by the Town, enter into a supplementary agreement with the Town which shall, in every case, be registered against the title of the lands shown in Schedule "A" and which said supplementary agreement shall contain any unforeseen items which are not known at this time.

F.36 BUILDING STREET NUMBERS

F.36.1 That all building street numbers for lands on the new plan of subdivision shall be allocated by the Town's Planning Department.

F.36.2 That the said department shall be furnished with a copy of the registered plan by the Owner upon which the said department shall designate the street number or numbers for each lot or block on the Plan and the Owner shall display the number so designated at the front of each lot and block prior to, and during the construction of the dwelling thereon.

F.36.3 That any subsequent purchaser shall be informed and advised by the Owner of the correct building street number as allocated by the said department.

F.37 CONVEYANCE OF LANDS

That any lands shown on Schedule "A" hereto in which the Town, the Region or any Hydro Electric Commission has an interest as set out in this agreement, shall not be conveyed by the Owner until such time as the easements etc. have been registered on title.

F.38 SPECIAL CONDITIONS

F.38.1 The Owner shall include in every offer to purchase a lot on the Plan an acknowledgement by the purchase of the following provisions of this agreement:

- (1) That no building permit may be applied for nor issued except in compliance with Sections A.12, A.13, A.19.1.A, A.23 and A.24.
- (2) Despite the approval of a lot grading plan referred to as Schedule "B-1", the Owner will be required to enter into a site plan agreement with the Town for each environmentally sensitive lot on the Plan as determined by the Commissioner of Works. This agreement may require changes from the approved lot grading plan (Schedule "B-1") which are necessitated because of -
  - a) design of the building
  - b) design and location of the septic tank installation
- (3) That no building may be occupied until a certificate of occupancy has been issued by the Town's Building Administrator, pursuant to Section C.29.
- (4) That notwithstanding the sale of a lot or block, the Owner or the Town has the right to enter upon the lot or block for a period of one (1) year after the date of sale or the expiration of the guarantee period for the services, whichever is later, in order to carry out any lot grading required to comply with the grading plan.
- (5) That no trees may be removed from a lot except in conformance with the provisions of Section B.26.
- (6) That the grading of the lot shall be completed and maintained in accordance with Section A.18.1.

F.38.2 The Owner shall pay the total cost, which has been estimated at \$1,105,000.00 of the modifications as required by the Region of York to the water supply, distribution and storage facilities and property purchases required to service the Plan and the ultimate development of the Oak Ridges community to 6500 persons. All the works except for the feeder main shall be constructed by the Regional Municipality of York hereinafter called "the Region" who shall bill the Town as work progresses. The Town shall then invoice the Owner. The Town shall request the Region to construct the works under the C.M.H.C. regulations and to apply for all federal and provincial subsidies and grants and the Owner shall pay to the Town the actual cost which it is required to pay to the Region. The sum of \$334,500.00 shall be paid by the Owner to the Town prior to final approval of the Plan and at that time the Owner shall file a letter of credit in favour of the Town to secure the sum of \$770,500.00. The above mentioned progress payments shall be deducted from the \$334,500.00. When the sum is exhausted the Town shall bill the Owner for subsequent payments and if not paid within 5 days of demand it may draw upon the letter of credit therefor. The letter of credit shall be kept in force until the work is completed and paid for and if the Town concludes that it will not be so completed before the termination date of the letter of credit it may draw upon it for the full sum so secured to hold as a guarantee for payment unless it is provided with a satisfactory renewal thereof.

Inssofar only as it is legally empowered to do and save as hereinafter provided the Town shall repay to the Owner the difference between the actual cost of the work to the Town for the modification of:

- a) distribution system, that is for watermains constructed outside the Plan.
- b) treatment plant which includes an additional well.
- c) storage facilities, that is a new elevated tank and any property acquisition related thereto.

The Town shall charge the sum of \$1,500 as a contribution towards the water system for each lot hereafter created by Plan of Subdivision or severance which is to be serviced by the Oak Ridges water system. The monies shall be paid to the Owner as collected by the Town semi-annually but all obligations of the Town to repay the said monies shall cease after the expiration of 10 years from the registration of the Plan and any monies paid by the Town prior to that date shall discharge its obligations under this paragraph.

F.38.3 The Owner shall construct at its expense a highway, to the specifications set forth in Schedule "E", between Coons Road and Parker Avenue (as existing). In the event that the Owner is unable to acquire the necessary lands the Town shall expropriate same at the expense of the Owner. The Owner shall deposit a letter of credit with the Town prior to final approval of the Plan to cover the cost of the land and of construction. "Cost of the land" shall include estimated appraisal and legal fees and the entire costs of a hearing before the Land Compensation Board if necessary.

F.38.4 Prior to constructing any of the municipal services within the road allowance, the Owner under the direction of an arborist approved by the Town, will clear and remove trees within a maximum opening of 40 feet in width centred within the road allowance. The Owner shall not cut any other trees other than those designated by the Owner's Arborist subject to the approval of the Town's Arborist and if he does so, he shall replace it as soon as possible in accordance with good practice with a similar tree or one that is approved by the Town.

F.38.5 Inssofar only as it is legally empowered to do the Town shall obtain a contribution from any person developing land on the north side of Coons Road and remit it to the Owner. The contribution shall be an amount which the Town considers equitable under the circumstances. This obligation shall cease at the expiration of 10 years from the registration of the Plan.

F.38.6 The Owner agrees to comply with the requirements of the York Regional Health Unit and will include in every offer to purchase a lot that:

a) Every home built within the Plan of Subdivision will be pre-sewered and this would include a house sanitary sewer connection from the sewer main to the building as well as all internal sewer drains which would facilitate an easy future transfer from the private disposal system to the municipal system when public sewers are available. All internal plumbing is to be carried out to the satisfaction of the Regional Plumbing Department.

b) All septic tank installations must meet the requirements of the York Regional Health Unit.

c) Should a lot be found unsuitable for a septic tank installation, the lot would remain vacant until such time as sanitary sewers are available.

F.38.7 It is the intention of the parties hereto that this agreement shall replace an agreement entered into before the same parties dated the 3rd day of August, 1976 and registered in the Office of Land Titles for the Land Titles Division of York North on September 29th, 1976 as Instrument Number LT 04139. Upon the execution and registration of these presents the parties hereto agree to execute those documents to remove such agreement from title to the subject lands.

SECTION "G" RESTRICTIONS RUNNING WITH LANDS

G.39 The Owner, for himself, his successors and assigns, covenants and agrees to comply with the provisions of this agreement and these covenants are given to the Town as the owner of the streets laid out in the Plan and the burden of the covenants attach to the lands in the Plan other than such streets shall run with such lands.

SECTION "H" NOTIFICATION

H.40 If any notice is required to be given by the Town to the Owner with respect to this agreement, such notice shall be delivered or mailed to:

Beaufort Hills Ltd.  
20 Eglinton Avenue West, Suite 1502,  
Box 2025,  
TORONTO, Ontario.  
M4R 1K8

or such other address as the Owner has given to the Town Clerk, in writing and any such notice mailed by prepaid first class mail or delivered shall be deemed good and sufficient notice under the terms of this agreement and to have been given upon such delivery or mailing.

SECTION "I" VALIDITY

I.41 In the event that the Plan is not finally approved by the Minister or the Ontario Municipal Board, within twelve months of the execution of this agreement by the Town then the said agreement shall be null and void and of no effect.



IT IS DECLARED AND AGREED that this agreement and the covenants, provisoes, conditions and schedules herein contained shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

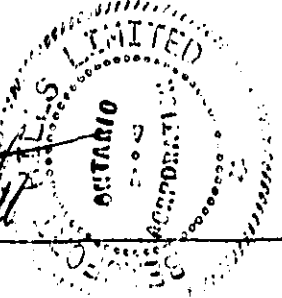
IN WITNESS WHEREOF the Corporate Seal of the Owner and the Town are hereunto affixed under the hands of their respective proper officers in that behalf.

Signed, sealed & delivered in the presence of

BEAUFORT HILLS LIMITED

*[Handwritten Signature]*

name & title  
*PRESIDENT*



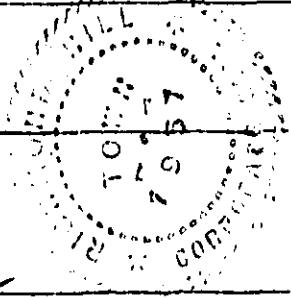
THE CORPORATION OF THE TOWN OF RICHMOND HILL

*[Handwritten Signature]*

Mayor

*[Handwritten Signature]*

Clerk



LIST OF SCHEDULES

SCHEDULE "A"	Plan of Subdivision
SCHEDULE "B"	Services
SCHEDULE "B1"	Lot Grading Plan
SCHEDULE "B2"	Landscaping Plan
SCHEDULE "C"	Municipal Services to be Constructed by Owner
SCHEDULE "D"	Estimated Cost of Services
SCHEDULE "E"	Specifications
SCHEDULE "F"	Work Schedule
SCHEDULE "G"	Description of the Lands
SCHEDULE "H"	Financial Guarantees
SCHEDULE "I"	Amounts Payable in Cash
SCHEDULE "K"	Lands to be Conveyed

TOWN OF RICHMOND HILL

SCHEDULE "C"

BEAUFORT HILLS LIMITED

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List of Municipal Services to be Constructed by the Owner

1. Municipal Services

Construct watermains and sanitary sewers and roadways with ditches all as detailed on the drawing referred to as Schedule "B" as well as the extension to Parker Avenue from Elm Grove Avenue to the Plan. The Owner shall provide water and sanitary sewer connections to each lot within the Plan designed to the Town's requirements.

2. Boulevards

Place sod on all boulevards and asphalt pavement on all driveways from the edge of road pavement to the property line according to the requirements of the Town.

3. Hydro Facilities

Construct all hydro facilities including underground hydro wiring and the installation of street lighting on all streets within the Plan to the requirements of the Town and the Hydro Electric Commission.

4. Parks

- a) Grade, topsoil, fertilize, sod and seed all blocks as per drawings approved by the Parks and Recreation Department.
- b) The main paths completed with an approved lighting system.
- c) All plantings of trees, evergreens and shrubs as stipulated on the planting plan.
- d) A 1½ in. water supply at each block complete with meter, well and all necessary fixtures to provide an operable water supply.
- e) Wood rail fencing around the perimeter of the parks and trails.
- f) A quantity of park benches and trash containers at each site and at intersecting points of the trails.
- g) Preparation of all landscape design concepts, planting details, and grading details as may be required.
- h) The Owner shall submit to the Parks and Recreation Department upon satisfactory completion of all works, a written warranty for the plantings, water supply, paths, lighting system and park furniture for a period of one full year from the date of acceptance by the Town of all works.

TOWN OF RICHMOND HILLS

SCHEDULE "D"

BEAUFORT HILLS LIMITED

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Estimated Cost of Services

1. Watermains and service connections	\$ 418,700.00
Roads, pavement and shoulders	\$ 757,700.00
Ditches, culverts and drainage work	\$ 101,200.00
Sidewalks and boulevard sodding	\$ 103,400.00
Driveways and miscellaneous works	\$ 81,700.00
Sanitary sewers and service connections	\$ 554,700.00
	<u>\$2,017,400.00</u>
2. Landscaping, walkways & wood rail fencing	\$ <u>138,600.00</u>
3. Services of an arborist	\$ <u>20,000.00</u>
4. External services -	
Property acquisition	\$ 15,000.00
Parker Avenue road extension	\$ <u>132,000.00</u>
	\$ <u>147,000.00</u>
5. Regional services -	
400 gpm well and pumphouse	\$ 165,000.00
Modifications to treatment plant	\$ 266,000.00
12 in. feedermain from plant to storage tank	\$ 125,000.00
500,000 gal. elevated storage tank	\$ <u>500,000.00</u>
	<u>\$1,056,000.00</u>

TOWN OF RICHMOND HILL

SCHEDULE "E"

BEAUFORT HILLS LIMITED

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Specifications

All municipal services and other works required by this agreement shall be designed, constructed and maintained in accordance with the specifications, standards and requirements of the Town and the Hydro Electric Commission.

The Commissioner may require tests of the soil and of construction materials at any time during which any of the services are being constructed.

The specifications of the development of parks shall be as outlined in the "Developers' Requirements Manual for the Development of Public Open Space" which is prepared and available from the Richmond Hill Parks Department.

TOWN OF RICHMOND HILL

SCHEDULE "F"

BEAUFORT HILLS LIMITED

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The installation of all services shown on Schedule "B" and described in Schedule "C" shall be completed as follows

1. Underground Services - all underground services shall be completed within 6 months of the registration of the Plan.
2. Aboveground Services - (excluding surface course asphalt on roadways, sidewalks, sodding of boulevards and paving of driveways) the aboveground services shall be completed in phases and scheduled as follows:

Phase I shall consist of -

Coons Road - from Yonge to west branch of Cynthia Crescent

Cynthia Crescent

Acorn Road

Rosegarden Crescent

Blackforest Drive - from Yonge to west branch of Rosegarden Crescent

and shall be completed within 12 months after registration of the Plan

Phase II shall consist of the remaining unfinished streets which shall be completed within 24 months of registration of the Plan.

3. The aboveground services, that is the surface course asphalt, sidewalks, sodding of boulevards and paving of driveways shall not be completed until at least 12 months after the base course asphalt has been laid.
4. Open space and park development - the Owner shall complete the work for open space areas within the subdivision to the satisfaction of the Town before 25 percent of the dwelling units have been issued an Occupancy Permit through the Town's Building Department.

TOWN OF RICHMOND HILL

SCHEDULE "G"

BEAUFORT HILLS LIMITED

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Description of Lands

All and singular those certain lands or tracts of land and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and Province of Ontario and being composed of: That Part of Lots 68 and 69, Concession 1, W.Y.S. shown as Part 1, Part 2, Part 3 and Part 4 on Reference Plan 65R 1885 filed in the Office of Land Titles in Newmarket.

TOWN OF CHIMOND HILL.

SCHEDULE "H"

BEAUFORT HILLS LIMITED

Financial Guarantees for Services

ITEM	ESTIMATED COST	GUARANTEE	REDUCTION	MAINTENANCE GUARANTEE	MAINTENANCE PERIOD AFTER ASSUMPTION
1. Watermains	\$ 418,700.00	15% Letter of Credit 85% Land	85% of value of work completed and paid for from Land	15% Letter of Credit	13 Months
2. Roads	757,700.00	" "	" "	" "	" "
3. Sanitary Sewers	554,700.00	" "	" "	" "	" "
4. Ditches Culverts and Drainage Works	101,200.00	" "	" "	" "	" "
5. Sidewalks and Sodding	103,400.00	" "	" "	" "	" "
6. Driveways and Miscellaneous	81,700.00	" "	" "	" "	" "
7. Landscaping, Walkways	138,600.00	" "	" "	" "	" "
8. Wood Rail Fencing	132,000.00	" "	" "	" "	" "
9. Construction	125,000.00	100% Letter of Credit	" "	" "	" "
10. Watermain from Plant to Storage Tank	115,000.00	" "	" "	" "	" "
11. Street Lighting	52,000.00	" "	" "	" "	" "
12. Walkway Lighting	15,000.00	" "	" "	" "	" "
13. Property Acquisition- Parker Avenue Extension	596,500.00	" "	" "	" "	" "
Well & Pumphouse, Treatment Plant and Storage tank					
	\$3,191,500.00	\$1,246,700.00 Letter of Credit to be posted at the time of signing the Agreement \$1,944,800.00 Land to be provided within seven days after registration of the Plan			

NOTE: If the contract for the item exceeds the amount shown in the schedule, then the Letter of Credit shall be increased accordingly. At no time shall the Letter of Credit be reduced to an amount below the total of the following:

1. The Town's estimate of the cost of completing the work.
2. The value of the work completed but not paid for.
3. 15% of the completed and paid for works.

A Letter of Credit shall be in a form satisfactory to the Town and shall include a clause requiring the bank to notify the Town at least 30 days prior to the expiry thereof in the event that it is not prepared to renew for a further term.



TOWN OF RICHMOND HILL

SCHEDULE "I"

BEAUFORT HILLS LIMITED

Owner's Payments to the Town

(A) At the time the Town signs the Agreement

1. Taxes	
2. Legal and administrative costs, 223 lots @ \$115.00/lot	\$ 25,645.00
3. Engineering and inspection charges - 3½% of \$2,413,000.00	\$ 84,455.00
4. Street and regulatory signs	\$ 1,800.00
5. Bus shelter - 1 unit @ \$1,500.00	<u>\$ 1,500.00</u>
	\$113,400.00

(B) At the time building permits are declared available by the Commissioner of Works. Payment of these items is to be guaranteed by Letter of Credit deposited with the Town at the time the Town signs the Agreement

6. Trees, 223 lots @ \$100.00 ea.	\$ 22,300.00
7. Capital lot contribution, 223 lots @ \$975.00/lot	\$217,425.00
8. Lot levy for water supply, 223 lots @ \$1,500.00/lot	<u>\$334,500.00</u>
	\$574,225.00

(C) At the time building permits have been declared available for 107 lots by the Commissioner of Works. Payment of these items is to be guaranteed by Letter of Credit deposited with the Town at the time the Town signs the Agreement

9. Boundary road contribution - 160 acres @ \$1,250.00 per acre = \$200,000.00 less cost of constructing Parker Avenue extension - estimated net contribution *	\$100,000.00
10. Donation for recreation facilities - 2 tennis courts **	<u>\$ 26,000.00</u>
	\$126,000.00

\* If the cost of constructing Parker Avenue extension as described in Item 1 of Schedule "C" is not \$100,000.00 then this contribution shall be adjusted accordingly.

\*\* The donation for the tennis courts will be up to a maximum of \$26,000.00 and subject to adjustment should the Town receive grants.

Schedule "I" continued

Owner's Payments to the Town Prior to the Issuance of Building Permits

- |                       |               |
|-----------------------|---------------|
| 1. Water meter charge | \$ 100.00/lot |
| 2. Occupancy charge   | \$ 100.00/lot |

The Owner shall make arrangements for the installation of hydro electric services for the lands in the Plan including street lighting as required by the Commissioner and shall satisfy the Town that such arrangements have been made satisfactory to the Town before the Plan is released for registration.

TOWN OF RICHMOND HILL  
SCHEDULE "K"  
BEAUFORT HILLS LIMITED

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Lands to be conveyed to the Town of Richmond Hill and others as shown on Schedules "A" and "B".

1 FOOT RESERVES TO THE TOWN

BLOCKS "A", "B", "C", "D", "E", "F", "G", "H", "L", "X", "Y", "Z"

1 FOOT RESERVES TO THE PROVINCE

BLOCKS "I", "J", "K"

PARK LAND TO THE TOWN

BLOCKS "M", "N", "O", "P", "Q", "R", "S", "T", "V"

EASEMENTS TO THE TOWN

THOSE EASEMENTS MARKED ON SCHEDULE "B"