

MCGEE MEADOW ESTATES

AGREEMENT OF PURCHASE AND SALE

1. **Offer:** The undersigned, _____ (the "Purchaser"), having inspected the real property, hereby offers to purchase from MCGEE ESTATES JOINT VENTURE (the "**Vendor**"), the lands legally described as part of part Lot 7, Concession 4, being Part 1 on Plan 4-R-26543; Township of Huntley, in the City of Ottawa shown as Lot No. ____ on the Plan of Subdivision attached hereto at Schedule A (herein called the "real property") at the price of _____ dollars (\$_____) of lawful money of Canada, payable as follows:
 - (a) an initial deposit of _____ dollars (\$_____) upon execution of this Agreement by cash or cheque payable to the Vendor or the solicitor for the Vendor as a deposit to be held pending completion or other termination of this Agreement and to be credited towards the purchase price on completion; and
 - (b) the balance of the purchase price, subject to adjustments, in cash or by certified cheque to the Vendor on completion.
2. **HST:** The Purchaser acknowledges that Harmonized Sales Tax ("H.S.T.") is not included in the purchase price and that the Purchaser shall be responsible for the payment of H.S.T. if applicable.
3. **Deliveries:** The Vendor agrees to provide the Purchaser on or before the completion date access to the following:
 - (a) a copy of the hydrogeological and terrain analysis report;
 - (b) a copy of the subdivision plan of survey duly registered to include Lot No. ____; and
 - (c) a copy of the drainage and grading plan.
4. **Closing:** This transaction of purchase and sale shall be completed on _____.
5. **Title Search:** The Purchaser acknowledges that the Plan of Subdivision and the Subdivision Agreement have been registered. The Purchaser shall have until 6:00 p.m. until the earlier of:
 - (a) 25 days from the date on which this Agreement becomes unconditional; and
 - (b) 15 days before the closing date

to examine title to the real property at his own expense. If within the specified time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations with respect to such objections be null and void, and the deposit by the Purchaser hereunder shall be returned without interest or deduction and the Vendor shall not be liable for any other costs or damages whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.

6. **Title Matters:** The Vendor agrees to just discharge all existing mortgages, liens or encumbrances in accordance with paragraph 9, other than the Permitted Encumbrances and other than any which the Purchaser has agreed to assume, on or before the closing date, at his own expense. The Purchaser agrees to accept title subject to the following
- (a) any site plan, development, collateral, encroachment or similar agreements with the City, and any other municipal, governmental or utility authority;
 - (b) any easements or licenses or agreements for the installation, repair and maintenance of any public or private utility or other service, including, without limitation, telephone, hydro, gas, sewers, water, coaxial television cable facilities or master antenna television distribution system;
 - (c) any easements, covenants and licenses over adjoining properties which benefit the real property or are in favour of adjoining properties or the City;
 - (d) any restrictions and conditions that run with the lands;
 - (e) any covenants, agreements and obligations to maintain, repair and replace any services located on any adjoining property or properties which service the real property;
 - (f) any reciprocal or cost sharing agreements relating to any adjacent lands and the building and improvements constructed on any adjacent lands;
 - (g) temporary easements in favour of the Vendor for construction, operation and/or sales relating to the lands and any other component portion of the overall site owned by the Vendor (collectively, the “**Permitted Encumbrances**”)

The Purchaser agrees that the retention by the City or by any other relevant governmental or other authority of security that is satisfactory to the City and/or governmental or other authority intended to secure fulfillment of any outstanding obligations under any agreement or agreements registered on title shall, for the purposes of this Agreement, be deemed to be satisfactory compliance with the terms and provisions of said agreements. The Vendor shall not be obligated to obtain nor register releases of any of the Permitted Encumbrances or provide evidence of compliance therewith and the Purchaser shall satisfy himself concerning compliance therewith.

7. **Purchaser’s Acknowledgment:** Prior to the registration of the transfer to the Purchaser, the Purchaser agrees that the Vendor shall register covenants, restrictions and acknowledgements set forth in Schedules B and C attached hereto and any further covenants, restrictions or acknowledgments arising out of the requirements of any municipal or governmental authority. The registration fee for the registration of such application(s) shall be paid by the Purchaser. The Purchaser agrees to observe and comply with the terms and provisions of all agreements, restrictions and covenants registered on title. In accordance with the Plan of Subdivision, the Purchaser acknowledges those matters set out in Schedule F attached hereto.
8. **Adjustments:** Realty taxes and local improvement rates are to be up apportioned and allowed to the closing date. The Purchaser acknowledges and agrees that all property taxes will be paid by the Purchaser for the year in which title to the lot or lots is transferred for the period from the closing date to the end of the taxation year. If realty taxes have not been separately assessed for the real property, the Vendor shall have the option of undertaking to pay all realty taxes on the real property for the year in which the closing occurs, in which event the Vendor shall receive a credit in the statement of adjustments for the estimated amount of such taxes, notwithstanding that such taxes have not yet been paid.
9. **Discharge of Prior Mortgages:** The Purchaser acknowledges that the real property on the Closing Date may be encumbered by one or more mortgages which are not intended to be assumed by the Purchaser and the Purchaser further agrees that the Vendor shall not be required to obtain and register discharges for any such mortgages with respect to the real property until a reasonable time after closing; provided that on or before closing, the Purchaser receives a statement from the mortgagee(s)

as to the amount required to obtain a discharge of any such mortgages or encumbrances on the closing date, a direction executed by the Vendor authorizing the Purchaser to pay the required amount(s) out of the balance due on closing and undertaking of the Vendor's solicitor to remove any such mortgage or encumbrances within a reasonable period of time after closing.

10. **Transfer/Deed of Land**: The Transfer shall be prepared by the solicitor for the Vendor at a cost to the Purchaser of \$125.00 plus HST thereon. The Purchaser agrees that the Transfer shall contain, or shall be subject to, such covenants and restrictions, as the Vendor shall require in order to comply with the provisions of any Subdivision Agreement or other such municipal agreement entered into by the Vendor with the relevant municipality or municipalities. Without limiting the foregoing, the Purchaser agrees that the Transfer may contain the covenants and restrictions set forth in Schedules B and C hereto. The Purchaser agrees to notify the Vendor's solicitor 15 days prior to the closing date as to the manner in which the Purchaser will be taking title to the real property. If the Purchaser fails to give such notification, the Vendor's solicitor shall be entitled to draw the Transfer to the Purchaser as described in paragraph 1 hereof, and if there is more than one Purchaser, the Transfer will show them as joint tenants.
11. **Risk**: The real property shall be and remain at the risk of the Vendor until closing.
12. **Irrevocable**: This Agreement when executed by the Purchaser shall constitute an offer to purchase irrevocable for a period of ten days from the date of execution and upon execution by the Vendor shall constitute a binding agreement of purchase and sale subject to the condition(s) contained herein, if any.
13. **Tender**: Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors and money may be tendered by certified cheque and/or draft issued by a Canadian Chartered Bank, a credit union or Caisse populaire.
14. **Time of the Essence**: Time shall be of the essence of this Agreement.
15. **Notices**: Notices to either party shall be sufficiently given if delivered:
 - (a) in the case of the Vendor to its solicitor's offices at:

Soloway Wright LLP
700-427 Laurier Avenue West, Ottawa ON K1P 1J9
Attention: Sybil Johnson-Abbott
Fax: 613-238-8507

between 9 a.m. and 5 p.m. on business days; and

(b) in the case of the Purchaser, to the offices of the Purchaser's solicitor at:

between 9 a.m. and 5 p.m. on business days.

Saturdays, Sundays and Statutory holidays shall not be included in determining the time for giving any notice hereunder.

16. **No Holdbacks**: The Purchaser agrees that there shall be no hold back as security for any purpose whatsoever and that the full balance of the purchase price will be paid to the Vendor on closing.

17. **Assignment/Sale**:

(a) The Purchaser covenants and agrees not to give, register, or permit to be registered any encumbrance against the real property prior to closing and the Purchaser covenants and agrees not to list for sale, advertise for sale, entertain any offers to sell, sell, nor assign his interest under this Agreement, or in the real property, nor directly or indirectly permit any third party to list or advertise the property at any time until after the closing date, in each case, without the written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. The Purchaser further covenants and agrees that in the event that such consent is given by the Vendor, the Purchaser shall pay any administration, consent or other fees charged by the Vendor.

(b) Prior to the closing date, the Vendor shall have the right to assign this Agreement to any person, firm, corporation or other entity and upon any such assignee assuming the obligations of the Vendor under this Agreement and either the Vendor or the assignee notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor shall be automatically released and relieved of and from all obligations and liabilities under this Agreement and the assignee shall be deemed for all purposes to be the Vendor herein as if it had been an original party to this agreement, in the place and stead of the Vendor.

18. **Non-Registration**: The Purchaser, and anyone claiming through or under the Purchaser, shall not be entitled to register a copy of this Agreement or notice thereof, or an assignment or notice of an assignment of this Agreement, or a caution against the title to the property, nor shall the Purchaser cause a certificate of pending litigation to be filed against title to the property, and a breach of this covenant shall be deemed to go to the root of the Agreement between the Vendor and the Purchaser entitling the Vendor to terminate this Agreement and retain the deposit of the Purchaser paid hereunder, reserving to the Vendor all of its rights and remedies against the Purchaser. In the event that the Purchaser causes, suffers or permits any non-permitted registration to be registered against the title to the property and fails to remove or withdraw same within three (3) business days from receipt of a demand in writing from the Vendor, the Purchaser acknowledges and agrees that the Vendor shall be irrevocably deemed to be the Purchaser's attorney for the purpose of removing such non-permitted registration from title or causing the certificate of pending litigation to be vacated.

19. **No Representations/Warranties**: It is agreed and understood that there are no representation, warranty, collateral agreement or condition affecting this Agreement of the real property or supported hereby other than as expressed herein in writing.

20. **Planning Act:** This Agreement shall be effective only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with.
21. **Interpretation:** This Agreement is to be read with all changes of gender and number required by the context and shall extend to, be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Where there is more than one individual names as a purchaser, each individual's obligation hereunder shall be joint and several. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement. The headings do not in any way limit or amplify the terms of this Agreement and are not to be used as an aid in the interpretation of this Agreement.
22. **Entire Agreement:** This Agreement shall constitute the entire agreement between Purchaser and Vendor as there is no representation, warranty, collateral agreement or condition affecting this Agreement or the real property or supported hereby other than as expressed herein in writing. The Purchaser acknowledges that any representations made by the Vendor's real estate agent or sales staff are not binding on the Vendor and the provisions of this Agreement constitute the only agreement between the Vendor and the Purchaser.
23. **Tender:** Any tender of documents or money hereunder may be made upon the Purchaser or the Vendor or their respective lawyers on the closing date. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
24. **Homeowner's Awareness Package:** Purchaser acknowledges receipt of the Homeowner's Awareness Package attached hereto as Schedule D.
25. **Well Drilling Package:** The Purchaser acknowledges receipt of the Well Drilling Package attached hereto as Schedule E.
26. **Schedules:** The following schedules attached hereto form part of this Agreement.
 - Schedule A – Real Property / Subdivision Plan
 - Schedule B – Builder Covenants, Restrictions and Acknowledgments
 - Schedule C – Municipal Covenants, Restrictions and Acknowledgments
 - Schedule D – Homeowner's Awareness Package
 - Schedule E – Well Drilling Package

(signature page follows)

DATED at _____, this _____ day of _____.

SIGNED, SEALED AND DELIVERED IN WITNESS WHEREOF I have hereunto
In the presence of: _____ set my hand and seal

Witness Purchaser

Witness Purchaser

Purchaser's Address: _____

Purchaser's Phone Number: _____

Purchaser's Solicitor: _____

THE UNDERSIGNED HEREBY ACCEPTS THE ABOVE OFFER.

DATED at _____, this _____ day of _____.

MCGEE ESTATES JOINT VENTURE

Witness:

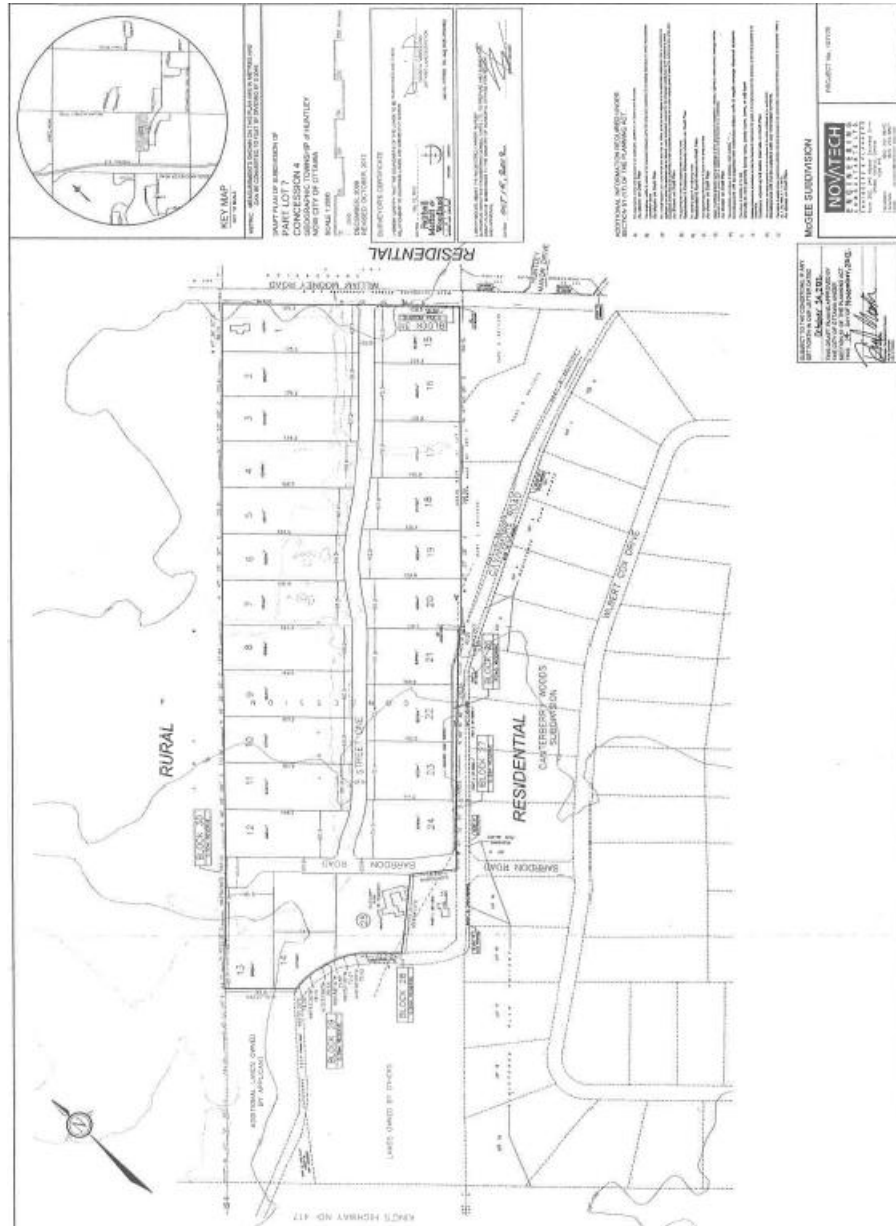
Per: _____
Name:
Title: Authorized Signatory

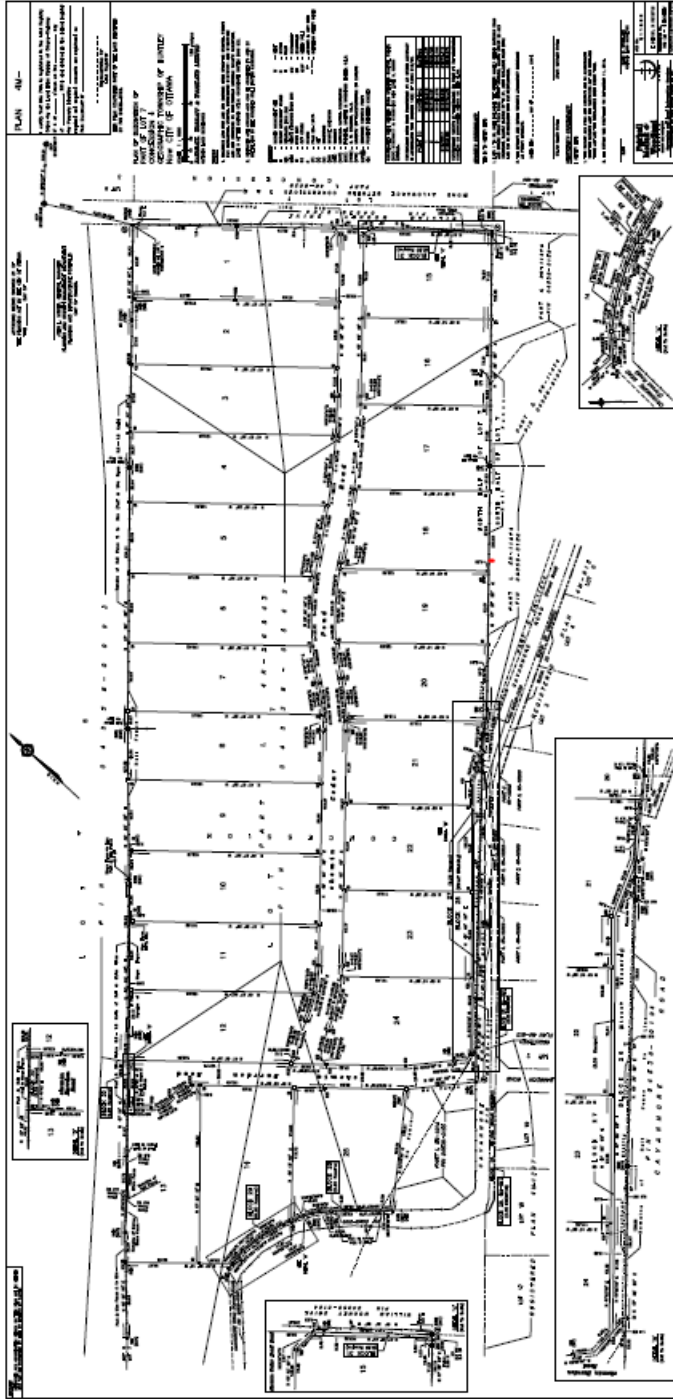
Witness:

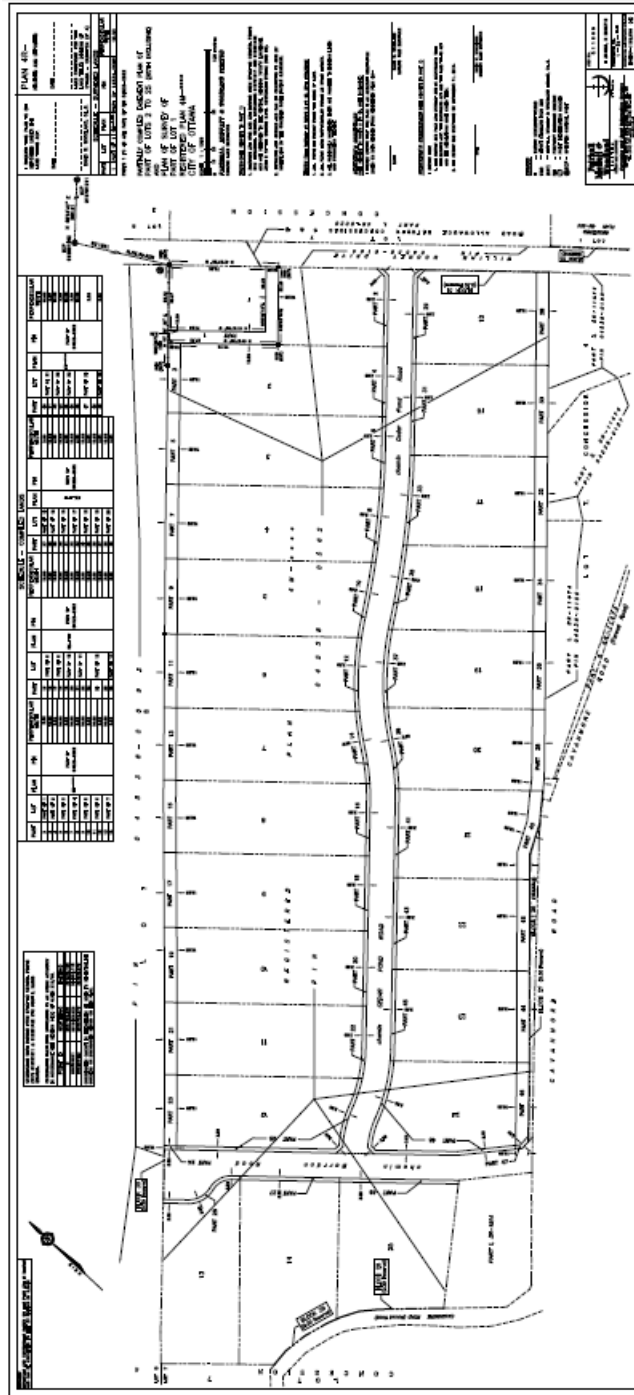
Per: _____
Name:
Title: Authorized Signatory

I/We have the authority to bind the Joint Venture.

SCHEDULE A REAL PROPERTY







SCHEDULE B

BUILDER RESTRICTIONS, COVENANTS AND ACKNOWLEDGMENTS

MCGEE ESTATES JOINT VENTURE

The following conditions and restrictions may be registered at the Vendor's option on title to the real property by MCGEE ESTATES JOINT VENTURE and the Purchaser (hereinafter called the "**Transferee**" in this Schedule B) agrees to be bound by same such that they will be covenants running the land the benefit of Lots 2 to 25 inclusive and are binding on the Transferee's heirs, successors and assigns and shall include the covenants in all contracts of sale in all transfers by the Transferee:

LAND USE:

1. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family detached dwelling and such accessory building or structures as may be approved by MCGEE ESTATES JOINT VENTURE and the City of Ottawa.

DWELLING EXTERIOR & DESIGN:

2. Notwithstanding the City of Ottawa zoning by-law, no dwelling shall be constructed or maintained having less the following minimum floor areas:
 - (a) One storey dwelling - 1800 square feet internal measurement excluding any basement area, storage, porch, sun deck, greenhouse, or garage area; and
 - (b) Two storey dwelling - 2400 square feet internal measurement excluding any basement area, storage, porch, sun deck, greenhouse, or garage area; and
 - (c) Vinyl siding is not allowed.

Exceptions to the above may be approved at the sole discretion of the Transferor should the terrain permit or require architectural deviations from the above dwelling type descriptions.

DESIGN APPROVAL:

3. No excavation or work on the construction of a dwelling or the remodeling or replacement of the same shall be commenced before the following have been submitted to MCGEE ESTATES JOINT VENTURE for its review, approval (in writing) and retention:
 - (a) One complete set of architectural working drawings of the dwelling to be constructed, including all floor plans and all elevations;
 - (b) A site plan showing the location of the dwelling on the lot together with the location of entranceways, driveways, fences and hedges;

TWO GARAGES:

4. The Transferee covenants that each dwelling shall have an attached garage for at least two cars.

ANIMALS:

5. No breeding of pets for sale shall be permitted upon the lands.

DEVELOPMENT CHARGES OR LOT LEVIES:

6. The Transferee covenants and agrees to pay the City, Municipality and School Board development charges or lot levies.

TREES:

7. The Transferee hereby covenants for himself and his heirs, executors, administrators, successors, and assigns with the Vendor and its successors and assigns to save from destruction during construction, where possible, trees and shrubs existing on the lands. The existing healthy trees shall be preserved where possible. The Transferee acknowledges receipts of the two reports, "McGee Subdivision Tree Conservation Report and Species at Risk Assessment - Revised" and "McGee Subdivision, Huntley Geographic Township, City of Ottawa Home Owners Conservation Handbook - Revised". The Transferee hereby agrees to follow the guidelines contained in the above mentioned reports for the McGee Subdivision in general and with respect to the specific lot(s) referenced in this agreement of purchase and sale.

EASEMENTS:

8. The Transferee acknowledges that the property is subject to drainage easements if shown on the attached portion of the drainage plan. Hydro, Bell, Natural Gas and Cablevision Easements may be required for the purpose of the construction, operation and maintenance of underground utility systems.

LAWN LAMP:

9. The transferee covenants and agrees to install at his expense, minimum two fifty watt or equivalent automatic photocell operated land lamps at the edge of the laneway on each lot conveyed to him within five meters of the edge of the road allowance. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot. The Transferee shall maintain and keep in working order and regularly lit every night the said lawn lamps, including carrying out the replacement of bulbs and the repair of the line if such is damaged.

WELLS, WATER and HYDROGEOLOGIC INVESTIGATION:

10. The Transferee acknowledges that the report prepared by Amalgamated Summary Reports and review comments: Proposed residential subdivision, McGee subdivision Ottawa, Ontario (HCE Reference: 09-051) and dated July 16, 2012 is available to the Transferees to guide lot development and that he was informed before entering into the Agreement of Purchase and Sale.
 - (a) Wells shall be located, designed and constructed in accordance with the recommendations set out in the Hydrogeological Investigation and Terrain Evaluation for the site.
 - (b) The location of all wells and sewage systems in the subdivision shall be to the satisfaction of the MOE and shall be determined before the issuance of the building permits for the City of Ottawa.
 - (c) The City does not guaranteed nor warrant the quality or quantity of the groundwater, as this is the responsibility of the Provincial Minister of the Environment. If, at some future date, the quality or quantity of the groundwater becomes deficient, the City and the local municipality bear no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the home owner.

- (d) Transferee acknowledges receipts of the above mentioned report.

SEPTIC SYSTEMS:

11. The Transferee acknowledges and agrees that partially raised title beds may be required and that the lot shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of MOE.

MUNICIPAL NUMBERING:

12. The Transferee acknowledges and agrees to provide and erect or affix at its own expense, such municipal number signs, illuminated or otherwise, in such locations and of such size, design and color as submitted to and approved by the Fire Chief of the City of Ottawa prior to occupancy of any buildings or part thereof, in the subject development and that any such numbering shall be visible from the street during the day and night.

BUILDING PERMITS:

13. The Transferee acknowledges for himself and his heirs, executors, administrators, successors and assigns the City of Ottawa shall not be under any obligation to issue a building permit and that the Transferee is not entitled to a building permit until:
- (a) the Plan of Subdivision has been registered,
 - (b) the road fronting the lot has been paved with one lift of asphalt or at the discretion of the City of Ottawa Engineer, the road at the front of the lot has been built to the granular B level and had 100 mm of granular A gravel placed on it,
 - (c) regional, City and School Board development charges are paid by the Transferee.

LOT DRAINAGE:

14. The Transferee agrees to comply with all the items in the site Drainage plan. This Drainage plan shows elevations, grading, drainage and slopes for the said lot. Any changes with regard to the drainage plan for the lot must receive approval from the City of Ottawa.
15. It is agreed and understood by the Transferee that the deed will contain the following: "The grantee, for himself, his heirs, executors, administrators, and assigns, covenants agrees that he will not alter the slope of the lands described herein nor interfere with any accordance with the established grade control plan without the written consent of the City Engineer or the City of Ottawa.

DRIVEWAY CULVERTS:

16. The Transferee hereby acknowledges that he is responsible for the payment and installation of an entrance culvert according to the site plan and engineered drawings.

UNDERGROUND UTILITIES:

17. The Vendor will install to the lot line all utility services, including but not limited to Hydro, Bell telephone and Cablevision. The Transferee will bring all utility services including but not limited to Hydro, Bell telephone Fiber Optic, Natural Gas and Cablevision, from the lot boundary into each dwelling and will be responsible for all charges, fees and disbursements relating to the connection with any of the utility services to any building or structure constructed upon the lands.

CONSTRUCTION PRACTISES AND RESPONSIBILITIES:

18. The Transferee hereby covenants for himself, his heirs, executors, administrators, successors, and assigns with the Vendor and its successors and assigns that at the time of construction on the lands, the Transferee will keep any roadways and ditches within or outside the subdivision free and clear of any excavation materials, building materials, soil, sand, gravel, mud, construction scraps, rubbish and any other debris from the lot and take all necessary precautions to ensure that such roadways and ditches and any services and installations within the subdivision will not be damaged by any construction vehicles machinery and equipment working on the lot. The Transferee agrees to pay or repair any damage done by him or his contractor (s) on roads ditches and utilities in the subdivision.

RESALE:

19. In the case of resale of the lot or house before it is completed the first buyer will arrange with the new purchaser to ensure that all the prior conditions be met.

OTHER:

20. The Transferee hereby covenants for himself, his heirs, executors, administrators, successors, and assigns with the Vendor and its successors and assigns that the lands will not be developed except in accordance with the above covenants and except in accordance with the terms and conditions of the Subdivision Agreement as it affects the lands.
21. The Transferee understands and agrees that the covenants, stipulations, restrictions and provisions herein contained shall read with all changes of gender or number where required by the context, and shall, where applicable, include the successors, administrators and assigns of the parties hereto.
22. The Transferee understands and agrees that the foregoing covenants maybe covenants running with the lands herein and described for the benefit of the lands within the Plan of Subdivision which the herein described lands form a part.

SCHEDULE C

MUNICIPAL RESTRICTIONS, COVENANTS AND ACKNOWLEDGMENTS

The Purchaser (herein called the “**Transferee**” in this Schedule C) agrees to be bound by the following restrictions, covenants and acknowledgments so that they will be covenants running the land for the benefit of the lands within the Plan 4M-_____ (the Plan of Subdivision) and are binding on the Transferee’s heirs, successors and assigns and shall include the covenants in all contracts of sale in all Transfers by the Transferee:

1. The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, the General Manager, Planning and Growth Management may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the General Manager, Planning and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 427, of the Municipal Act, 2001 in like manner as municipal taxes.
2. The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,
 - (i) a building permit has been issued;
 - (ii) all requirements with respect to road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
 - (iii) the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road network; and
 - (iv) the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning and Growth Management has been completed and approved.

3. **Roof Leaders and Sump Pump Hoses**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the General Manager, Planning and Growth Management.

4. **Grade Control and Drainage**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the General Manager, Planning and Growth Management. Furthermore, the Transferee and shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to reinstate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the City of Ottawa or the City of Ottawa may complete the Works at the Transferee's expense.

Furthermore, the Transferee agrees that the City of Ottawa may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the City of Ottawa in performing any restoration work shall be paid to the City of Ottawa by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the City of Ottawa and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the Municipal Act, 2001 and collected in like manner as municipal taxes.

5. **Trees Not to be Planted**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning and Growth Management within the lands to which this Transfer/Deed applies nor

adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

6. Quality and Quantity of Groundwater

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that the City does not guarantee the quality or quantity of groundwater. If, at some future date, the quality or the quantity of groundwater becomes deficient, the City bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Transferee is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (for example - nitrate and chloride); advice on well maintenance can be found in the How Well is Your Well Guide and Water Wells Best Management Practices Guide, both of which can be obtained from the City or the Rideau Valley Conservation Landowner Resource Office.

7. Hydrogeological and Terrain Analysis Report

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report dated December 2009 prepared by Houle Chevrier Engineering Ltd. and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario, shall be provided to the Mississippi Valley Conservation Authority.

8. Wells

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that all wells are to be drilled wells with casings set into bedrock and the entire annular space filled with grout. Dug wells and sand points shall not be permitted.

9. No Dumping

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.

10. Setback Requirements

The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City of Ottawa's Zoning By-laws(s).

11. Fences — Lots 1 to 13 inclusive

The Transferee, of Lots 1 through 13 inclusive for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that Lots 1 through 13 inclusive may abut a potential agricultural property and that any required fencing shall be a farm fence to a minimum standard of a page wire fence, 1.3 metres high located on the property line. Should the fencing not be in place and unless there is an existing hedgerow of vegetation that would require clearing, it shall be the responsibility of the Owner to install it in conjunction with the abutting owner. It is the Owners' responsibility to maintain their share and that any upgrades to the fencing type must be negotiated with the abutting owner.

12. Fences

The Transferee for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees being advised that they must maintain the fences in good repair as constructed by the Transferor along the boundary of this property including if required, replacement to the satisfaction of the City of Ottawa. The Transferee further agrees to include this clause in any future purchase and sale agreements and further transfers/deeds.

13. Sodium Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the sodium levels in the raw water supply may exceed the Ontario Drinking Water Standards warning level for persons on sodium restricted diets. The City Medical Officer of Health recommends that persons with cardiac problems (hypertension, etc.) discuss this matter with their family physician prior to accepting an offer of purchase.

14. Water Hardness Levels

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that hardness levels may exceed the Ontario Drinking Water Standards operational guideline for hardness. Conventional water softeners may be desired by homeowners to treat minor aesthetic objective and operational guideline exceedances of the Ontario Drinking Water Standards such as hardness. On heating, hard water has a tendency to form scale deposits and can form excessive scum with regular soaps. Conversely, soft water may result in accelerated corrosion of water pipes.

15. Water Softening

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that water softening by conventional sodium ion exchange may introduce relatively high concentrations of sodium into the drinking water which may be of concern to persons on a sodium restricted diet. The use of potassium chloride in the water softener (which adds potassium to the water instead of sodium) could be considered as a means of keeping sodium concentrations in the water at background levels. Consideration could also be given to providing a bypass of the water softener for drinking water purposes.

16. Hydrogen Sulphide Concentrations

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that hydrogen sulphide concentrations may exceed the aesthetic objective of the Ontario Drinking Water Standards. Aeration of well water (or other treatment such as activated charcoal filters, chlorination, manganese greensand filters and other forms of oxidizing treatment) may be desired by homeowners to treat aesthetic objective exceedances of the Ontario Drinking Water Standards for hydrogen sulphide. Hydrogen sulphide in excess of the aesthetic objective is associated with an unpleasant taste and odour. Hydrogen sulphide in association with iron produces black stains on laundered items and black deposits on pipes and fixtures. Oxidation treatment by chlorination is not recommended in wells where organic nitrogen is present.

17. **Organic Nitrogen Concentrations**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that organic nitrogen concentrations may exceed the aesthetic objective of the Ontario Drinking Water Standards. Charcoal filters may be desired by homeowners to treat aesthetic objective exceedances of the Ontario Drinking Water Standards for organic nitrogen. Taste and odour problems are common with organic nitrogen levels greater than the aesthetic objective. Chlorination treatment systems should not be used in wells where organic nitrogen is present.
18. **Conventional Septic Systems- Lot 4**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the area identified as gravel (TP08-4) on Figure 1 (Appendix G of Amalgamated Report) has been excluded as a suitable location for a conventional septic system in the Lot Development Plan. Only Lot 4 is affected by the restriction on the placement of conventional septic systems.
19. **Site Specific Investigation — Lot 4**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that if the homeowner of Lot 4 wishes to site a septic system within the excluded area noted in the lot development Plan, then it is recommended that a site specific investigation be carried out to confirm the presence and spatial extent of the gravel deposit.
20. **Placing of Septic System Leaching Beds**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that it is recommended that septic system leaching beds not be placed on any identified gravel deposits that correspond to the gravel well sorted or gravel poorly sorted soil types identified in Table 2 of Supplementary Standard B-6 of the Ontario Building Code.
21. **Servicing of Lots — Lots 1 to 25 inclusive**
The Transferee of lots 1 to 25 inclusive, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that the proposed lots will be serviced by individual Class IV septic sewage disposal systems designed by a qualified professional in accordance with the Ontario Building Code by a qualified professional.
22. **Septic System Design**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that a site specific investigation should be conducted on each lot for the design of the septic system. All septic system designs must be approved by the Ottawa Septic System Office. In view of the percolation time of the native silty sand, sandy silt, clayey silt and silty clay encountered over portions of this site, a sand mantle should be allowed for some of the proposed lots.
23. **Septic Leaching Beds**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that it is expected that some of the septic leaching beds within the Subdivision will be partially or fully raised. In accordance with Ontario Building Code requirements, any fill used in the construction of the leaching bed must have a percolation time not less than 75 percent of the percolation time of the unsaturated soil or leaching bed fill material.
24. **Airport Regulations**
The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that this property/dwelling unit is located in a noise sensitive area due to its proximity to the Carp Airport and may therefore be subjected to noise, low flying aircraft and other activities associated with this facility.

Noise due to aircraft operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee/building occupant is further advised that

the Airport is open and operates 24 hours a day, and that changes to operations and the future construction of a new east-west runway may affect the living environment of the residents of this property/area. The Carp Airport and the City of Ottawa are not responsible if the purchaser/occupant of this dwelling finds that the noise levels due to aircraft operations to be of concern or in any way offensive.

SCHEDULE D

HOMEOWNER'S AWARENESS PACKAGE

Homeowners Conservation Handbook

This Homeowners Conservation Handbook is designed to provide the homeowners in the McGee Subdivision with information on the important and sensitive natural environment features in the rural subdivision. Trees in the deciduous and coniferous hedgerows between former agricultural fields are the more sensitive ecological features of the site, with deciduous forests to the north and east of the site and some thickets with young trees in the east portion of the site. It is thus important to foster good stewardship practices for overall protection and enhancement of the natural environment.

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

The natural features found on many of the lots in your subdivision include trees and shrubs that have been retained at the rear and sides of the lots. Manitoba maple, white cedar, white elm, sugar maple, basswood and white ash are the common tree species in the hedgerows. The largest trees are between 40 and 48cm diameter at breast height. Buckthorn, slender willow, staghorn sumac and red raspberry are well established shrubs in portions of the thickets. The thickets and hedgerows also contain many regenerating white cedar, white spruce, grey birch, white elm, trembling aspen, balsam poplar, tamarack, red ash, white birch, sugar maple and white pine stems. The trees provide wildlife habitat, screening and aesthetic values, with the regenerating stems an especially important source for future trees and stems. The trees retained along north edge of the site help in protecting and adding to the forest to the north. Tree retention has been assisted by retaining the pre-development topography on each lot as much as possible.

What Residents Can Do to Retain the Natural Habitat

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

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

Trees have been retained where possible in the non-development portion of your lot. Landowners are greatly encouraged to minimize any further tree clearing on their lots. It is recommended that the understory and ground vegetation not be cleared or tidied in these natural areas. Natural deadfall, as fallen trees and their branches are called, should be left to provide wildlife habitat and soil nourishment. It is important that homeowners avoid depositing yard waste outside of their gardens, as yard waste can be a major disturbance by allowing the spread of non-native invasive plants such as goutweed, ground ivy and periwinkle into less disturbed areas thereby displacing native habitat and native species. These disturbances reduce the wildlife habitat available and accelerate the spread of non-native vegetation. In addition garden waste dumping can compromise the natural chemical processes of the ecosystems as the nutrients from decomposition of garden waste are excessively concentrated in small areas. In contrast natural decomposition (from leaves and fallen branches) is more evenly distributed throughout a forest or ecosystem.

If smaller tree stems are to be removed as part of your lot amenities please give strong consideration to transplanting these smaller stems to open portions of your lot that will not be altered. Trees up to 10cm dbh can usually be readily transplanted.

See if you can find some of the plants, such as Philadelphia fleabane, New England aster, wild carrot, common yarrow, common milkweed, purple loosestrife and Canada goldenrod that are found among the hedgerow trees and hedgerows. See <http://www.ontariowildflowers.com/> for a description of these plants.

Plant Native Trees, Shrubs & Wildflowers

Homeowners are encouraged to plant native trees and shrubs in portions of their property lacking trees and shrubs. This will enhance the protection for the adjacent natural areas, reduce the potential for erosion and expand the extent of habitat associated with the naturalized buffer, including providing food, cover and space for birds and other wildlife. Consideration should be given to adding nesting boxes to the naturalized portions of your lot to help out the birds and increase opportunities for enjoyment of nature.

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

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

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

- Organic methods of pest control are important in areas like this and the use of chemical herbicides and pesticides is to be avoided wherever possible. Pesticides are often toxic chemical and their use can destroy the natural balance, and frequently, more and more pesticides are required in order to rectify a perceived problem. The organic approach uses natural, biological and non-toxic solutions, including preventative measures such as growing plants in sync with the light, moisture and sun conditions, providing adequate water, use of soap sprays and other home remedies to control bugs and fungus, removal of decaying plant material, applying composed organic material and regular weeding.

- For the protection of native wildlife, domestic pets should be kept on leashes and under control at all times. This is especially important for domestic cats which have a major impact on bird populations. Remember to scoop all pet waste, even in more remote areas;
- Do not remove wildlife, plants or soil from the natural environment areas and do not feed wild animals, ducks and geese;
- Native flowers and plants can be obtained from some local seed suppliers and nurseries. Plants taken from the wild rarely survive in household gardens and can quickly deplete the beauty and functions of our natural areas;
- No dumping of yard waste or other material is permitted outside of garden areas due to impacts on native plants, the introduction of non-native and invasive plant species to natural areas, and creation of a high concentration of nutrients from localized decomposition; and,
- Planting of non-native trees, shrubs and other plants should be avoided to reduce the potential for invasive non-native species spreading to the natural environment areas and impacting on the native plants and wildlife. See http://www.ontarionature.org/discover/resources/PDFs/id_guides/natural_invaders.pdf for a good discussion on the potential impacts of non-natives plants. The spread of non-native plants can be controlled by removing them, or pruning during or just after flowering to prevent seed production.

Protecting Water Quality

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

Consider using surface materials that allow rainwater to seep into the ground quickly on surfaces such as patios. Rain gardens are another excellent example of improving our local environment through recharging our groundwater supply and improving water quality. Rain gardens are designed with a dip at the centre to collect rain and snow melt. Shrubs are planted near the centre, surrounded by wildflowers, sedges and grasses. Avoid traditional lawn turfs to minimize maintenance and maximize the benefits to wildlife. Strategic placement next to hard surfaces such as alleys, sidewalks, driveways and under gutters makes rain gardens thrive.

Mosquitoes

The key to controlling mosquitoes is controlling the places they breed:

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

Living with Wildlife

Coyotes and other wild animals sometimes come into conflict with humans. The following recommendations for living with wildlife come from the Ministry of Natural Resources (see http://www.mnr.gov.on.ca/en/Business/FW/2ColumnSubPage/STDPROD_088694.html for more information).

Do not approach or feed wildlife

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

If you encounter wildlife

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

Secure garbage and minimize attractants on your property

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

- Protect vegetable gardens with heavy-duty garden fences or place vegetable plants in a greenhouse. Check with your local nursery to see what deterrent products are available;
- Consider eliminating artificial water sources such as koi ponds; and,
- Keep pet food indoors.

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

- Use motion-sensitive lighting to make your property less attractive to coyotes and other nocturnal wildlife;
- Fencing can help deter wildlife from properties or gardens;
- Clear away bushes and dense weeds near your home where wildlife may find cover and small animals to feed upon; and,
- Close off crawl spaces under porches, decks and sheds. Coyotes, racoons and skunks use such areas for denning and raising young.

Keep all pets on leashes or confined to a yard

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

Conclusion

The McGee Subdivision contains many hedgerows and thickets with shrubs and some trees that have developed on the former agricultural lands. Trees representing a range of size classes of the more desirable species have been retained where possible on many of the lots. Minimizing the work areas and careful siting of the other alterations will allow for other tree and shrub retention. Plantings of native trees and shrubs, along with transplanting smaller stems in development areas will greatly add to the natural habitat on your lands and the enjoyment of nature.

We hope that this Homeowners Conservation Handbook helps you to understand the importance of the natural environment resources and provides you with the tools to protect these valuable and sensitive features. With good environmental stewardship we can be assured that these features can be enjoyed for many years to come.

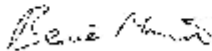
For More Information

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

- The City of Ottawa has lots of information on the local plants and animals at <http://ottawa.ca/en/residents/water-and-environment/plants-and-animals/plants-and-animals>. In addition the Royal Ontario Museum's site, <http://www.rom.on.ca/ontario/fieldguides.html>, can be accessed to create a 'field guide' and provide details of the animals that can be found in this area. Another useful site for wildlife information is the Canadian Wildlife Service's Hinterlands Who's Who (<http://www.hww.ca/en/species/>);
- The Native Plant Resource Guide for Ontario produced by the Ontario Society for Ecological Restoration (<http://www.serontario.org>) provides information on native species and methods to discourage invasive exotic plants, including suggestions for alternative native species that provide better wildlife habitat. Another great source of native plant information is the Evergreen Foundation's Native Plant Database at <http://nativeplants.evergreen.ca/>;
- More information on what can be done for wildlife is provided on one of Canadian Wildlife Service's web sites at <http://www.hww.ca/en/things-you-can-do/>;
- The Landowners Resource Centre, <http://www.lrconline.com/>, from the Rideau Valley Conservation Authority has lots of helpful hints on tree, wildlife, soil and water management issues; and,
- Also check this City of Ottawa link - http://www.ottawa.ca/en/env_water/index.html for information on many environmental matters, including details on yard waste, composting, the hazardous waste disposal program, pesticides, free water well testing, the emerald ash borer and tree planting.

Prepared By:

MUNCASTER ENVIRONMENTAL PLANNING INC.



Bernie Muncaster, M.Sc.
Principal

SCHEDULE E

WELL DRILLING PACKAGE

It is the recommendation of the Vendors of McGee Meadow Estates, that homeowners creating potable water wells on their lots utilize Saunders Well Drilling Ltd. (Ministry of Environment and Climate Change (MOECC) License No. 4879). Saunders Well Drilling Ltd. is familiar with the subject site and aware of the hydrogeological conditions of the subject site. It should be noted that this recommendation provided to property owners is optional and homeowners may alternatively choose to have their well drilled in accordance with the well construction recommendations by a licensed well driller of their choosing.

Well Construction Recommendations

- All wells that are drilled in the subdivision should be constructed in accordance with local and MOECC regulations, including but not limited to Ontario Reg. 903.
- Well casings should extend at least 10.0 metres below ground surface. The entire annular space between the steel casing and the overburden/bedrock should be filled with a suitable cement or bentonite grout.
- In addition to the minimum recommended well casing lengths specified in the preceding recommendation, all well casings should be completed a minimum of 2.0 metres into sound, competent bedrock.
- Drinking water wells should be located so that they meet the minimum setback distances from septic systems, property lines and any other sources of contamination, as required in the Ontario Building Code and/or Ontario Reg. 903.
- If possible, drinking water wells should not be drilled deeper than 102 metres below ground surface. Water quality and quantity at depths greater than 102 metres below ground surface have not been investigated as part of this study. Wells drilled to depths greater than 102 metres below ground surface may encounter water quality and quantity differing from that reported in this study.

- Low yield wells may be encountered on the subject site and additional measures may be required to obtain the necessary flow rates for a typical residential home. Additional recommended measures to increase well yield and/or compensate for low yield may include:
 - Above ground storage (e.g. oversized pressure tank);
 - Surging of the well by the well driller;
 - Brushing of the well by the well driller;
 - Use of a cable tool drill rig by the well driller to develop the well bore after the well has been drilled by a rotary air drill rig; and,
 - Hydrofracturing by a MOCCE licensed well contractor.
- For the purposes of the hydrogeological investigation, hydrofracturing was the only method investigated to increase well yields.
- If hydrofracturing is utilized to increase the well yield of the drilled well, then the following conditions must be adhered to:
 - A minimum of 72 hours wait time following the grouting of the well casing prior to hydrofracturing; and,
 - Hydrofracturing should not be carried out within three (3) metres or less of the bottom of the well casing (or less than thirteen (13) metres below ground surface assuming a ten (10) metres well casing length).
- If hydrofracturing is utilized in a well to obtain the required well yield, then it is recommended that the homeowner retain a licensed well driller, professional engineer, professional geoscientist and/or plumber to fully develop the new well by extended pumping of the well until the turbidity is demonstrated to be less than 5.0 NTU.
- For wells that have been hydrofractured, up to twenty-four (24) hours of extended pumping may be required to fully develop the well and to reduce turbidity below the aesthetic objective of the ODWS.

SCHEDULE F

NOTICE TO PURCHASERS

1. The purchaser acknowledges having been advised of all development charges related to the lot/block he or she is purchasing including development charges already paid and development charges that may be payable in the future.
2. The purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
3. The purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
4. The purchaser of any lot or block fronting on a street or abutting a block in which a sidewalk pathway is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk pathway abutting the said lot or block. The purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City's approval process.
5. The purchaser of any lot or block hereby acknowledges being advised of:
 - (a) An approved Composite Utility Plan
 - (b) Approved Subdivision Plans showing specific site and landscaping design, engineering details, and constraints to development;
 - (c) If applicable, the proposed location possible bus shelters and pads and paved passenger standing areas at bus stops;
 - (d) The proposed location for the community mailboxes within the Subdivision;
 - (e) The proposed driveway location;
 - (f) The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;
 - (g) The proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to maintain the proposed drainage patterns;
 - (h) If applicable, the proposed location of the potential bus routes including temporary bus routes; and
 - (i) The approved Official Plan designation for the Subdivision.
6. The purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the City.
7. The purchaser further acknowledges that the information he has been advised of and described above is subject to change through the City's approval process.

8. Purchaser acknowledges agrees being advised that the sodium levels in the raw water supply may exceed the Ontario Drinking Water Standards warning level for persons on sodium restricted diets. The City Medical Officer of Health recommends that persons with cardiac problems (hypertension, etc.) discuss this matter with their family physician prior to accepting an offer of purchase.