

# QUINN FARM SUBDIVISION (Phase I)

## AGREEMENT OF PURCHASE AND SALE

The Undersigned \_\_\_\_\_  
(herein called the "Purchaser") having inspected the real property, hereby offer to purchase from **KEN GORDON HOLDINGS INC.**, (herein called the "Vendor"),

ALL AND SINGULAR the premises described as Lot \_\_\_\_\_, in the City of Ottawa, shown on the draft plan copy attached as Schedule "A".

Purchase Price: At a PURCHASE price of \_\_\_\_\_ Dollars

Deposit: (\$ \_\_\_\_\_) plus H.S.T. , with a DEPOSIT of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of lawful

Delete Portions not applicable money of Canada, payable by cash or certified cheque to the Vendor as a deposit to be held pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing, and the balance of the purchase price of

Balance Due on closing: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), subject to adjustments, shall be payable to the Vendor in cash or by certified cheque on the date of closing (shall be paid as set out in Schedule "C" attached).

Delete portions not applicable

IN THE EVENT of this Agreement being executed by the Vendor or the Purchaser prior to execution by the other and until executed by the other, this Agreement shall constitute an irrevocable offer to sell by the Vendor or to purchase by the Purchaser as the case may be until Irrevocable date: \_\_\_\_\_ a. m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after which time, if not executed and delivered by the other, such shall be null and void and all deposit monies shall be returned.

THIS OFFER, when accepted, shall constitute a binding contract of Purchase and Sale and time shall, in all respects, be the essence hereof and the Agreement shall be subject to the following terms, conditions, covenants and restrictions:

- Closing Date:
1. This transaction of purchase and sale is to be completed on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, on which date vacant possession of the real property is to be given to the Purchaser, subject to the other provisions of this Agreement.
  2. The Purchaser is to be allowed 10 days from the Purchaser receiving written notice of registration of the Plan of Subdivision or until the day prior to the date of closing, whichever date shall first occur to examine the title at his own expense. If within that time, any valid objection to the title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property.

3. The Vendor shall provide, at his expense, a description of the real property in a form acceptable to the Land Registrar for registration.
4. Provided the title is good and free from all encumbrances, except as aforesaid, and except as to any registered right of way or other registered easements, registered restrictions or covenants that run with the land, provided such are complied with, and except as to any registered subdivision agreements with the City of Ottawa or any registered agreements with respect to the distribution of utilities within the subdivision, including the distribution of cable T.V. services, or with respect to drainage rights and the restrictions set out in Schedules "B", "D" and "E", the Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in possession of the Vendor.
5. If this transaction is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.
6. The Vendor warrants that the Vendor and all Grantors who will make conveyance herein are and will be on the day of closing, residents of Canada and the Vendor shall supply adequate evidence thereof at or before closing or, in the alternative, evidence that the provisions of the Canadian Income Tax Act regarding payment to non-residents shall be complied with at or before closing and the Purchaser agrees that if he is a non-resident of Canada at the time of the completion of the within Agreement of Purchase and Sale that he will pay such tax as may be levied and imposed from time to time under The Land Transfer Tax Act (Ontario) applicable to non-resident purchasers.
7. Provided that this Agreement shall be effective to create an interest only if the provisions of The Planning Act, R. S. O. 1990, as amended from time to time, are complied with by the Vendor on or before completion.
8. The Purchaser hereby acknowledges that it is in all parties' best interests that the size and finish of proposed dwellings be controlled. The Purchaser and the Vendor hereby covenant and agree for themselves, their heirs, executors, administrators and assigns, to abide by the restrictive covenants and conditions set forth in Schedule "B" attached hereto and forming part of this Agreement, and the Purchaser agrees to execute any and all documents requested by the Vendor, its successors and assigns to ensure the continuation and preservation of the restrictive covenants and conditions herein. The Purchaser acknowledges and agrees that all restrictive covenants and conditions shall be covenants running with the land described herein for the benefit of the lands within the Plan of Subdivision of which the described lands form a part. The covenants and restrictions set out in the Schedules are, to the best of the Vendor's knowledge, the covenants and restrictions that shall apply after the Plan is registered and the Subdivision Agreement with the City of Ottawa finalized. The Vendor shall notify the Purchaser in writing of the final form of all covenants and restrictions and should any amendment, addition or variation in the covenants and restrictions set out herein substantially affect the market value of the Lot, or the Purchaser's development plan, the Purchaser shall be entitled to terminate this agreement and all deposit monies shall be refunded.
9. The parties further agree that it is their joint intention that all of the dwellings to be constructed within the Subdivision should meet consistent aesthetic and design standards. The Purchaser covenants and agrees that the

Vendor, its successors and assigns, or their duly authorized agents, shall exercise control of the design and exterior finishes. The Purchaser, his builder, designer or architect or duly authorized representative, may submit working drawings, plans, specifications or any other material, prior to final completion from time to time, in order to obtain the Vendor's approval of the design and construction. All such material shall be submitted in writing by the Vendor. The parties agree that unless and until the Vendor has approved in writing of the design and layout of the Purchaser's dwelling, the Purchaser shall not apply for a building permit or commence construction. The Purchaser further covenants to proceed with construction in accordance with the specifications and terms as approved by the Vendor. The Purchaser acknowledges the material, design, and other building requirements contained in Schedule "B" attached. The Vendor's interpretation and application of the restrictions shall be, when reasonably applied, final and determinative.

10. The Purchaser covenants and agrees with the Vendor to execute any usual or reasonable grant or grants of easement(s) over the land herein which may be required or deemed advisable or necessary by the Vendor and/or any other authority for utility or drainage purposes or any other reasonable purpose related to the proper development of the subdivision.
11. The Purchaser shall grant to the Vendor an easement over the subject lands to allow the Vendor to complete all construction and servicing work required of it under the Subdivision Agreement with the City of Ottawa. Any such easement shall expire upon completion of the works and services required of the Vendor by such Agreement.
12. Unearned taxes and other normal and usual adjustments will be apportioned and allowed to the closing date, or the closing date as extended, under this Agreement. The parties hereto agree that the Vendor's estimate of the taxes attributable to the lot which is the subject of this Agreement shall be used for adjustment purposes and the parties shall exchange mutual undertakings to re-adjust when the actual taxes for the subject lot become known.
13. The Purchaser shall be responsible on closing, for payment of **all applicable** development fees of whatever nature relating to the subject lot, levied by the City of Ottawa, School Board, or any other authority. By this provision the Vendor advises the Purchaser to satisfy himself with respect to current charges and potential increases. The Vendor acknowledges and agrees that it shall pay an Area Specific Development Charge for Osgoode Greely Erosion Control, the cost of such charge being based on the applicable rates in accordance with the Development Charge By-Law 2004-315.
14. It shall be a condition of this Agreement that all of the lands contained in the Subdivision of which the subject lot is a part, shall be zoned for the erection of single family dwellings on each and every lot as at the date of closing.
15. This offer and the purchase price includes all services, installations and facilities required by the City of Ottawa or by any other governmental or other body, which the Vendor covenants are to be installed in accordance with the requirements of the municipality or other such authority. Hydro, telephone, gas, cable and related services are to be installed underground in the road allowance. The Purchaser agrees and acknowledges however, the following:
  - a) all fill and grading required to comply with the approved grading plan, and all landscaping are at the Purchaser's expense.
  - b) Wells for the provision of water for the subject lots shall be installed, by a well driller approved by the Vendor, at the Purchaser's expense and shall be constructed in accordance with the specifications set out and required by the Ministry of the Environment and City. The

Purchaser shall retain a well driller from a list of approved well drilling companies maintained by the Vendor. Well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario, shall be provided to the City of Ottawa in this regard. All wells shall be certified in accordance with the Osgoode Well Compliance By-Law 37-98, or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for nitrogen species, sodium and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings. The Purchaser shall in all respects abide by and be bound by the Vendor's Well Drilling Compliance and Inspection Program set out in Schedule "D" attached and forming part of this Agreement.

- c) Preparation of the lot for and installation of a Waterloo Biofilter Septic System conforming with all governmental requirements, shall be at the Purchaser's expense. The Purchaser acknowledges that the lot shall be made suitable for installation of sewage systems prior to, or at the building permit stage, to the satisfaction of the Ministry of the Environment. Systems required in this subdivision and the compulsory monitoring requirements are set out in Schedule "E".
  - d) The Purchaser shall be required to install an entrance light as set out in the restrictive covenants attached as Schedule "B" and forming part of this Agreement. Such installation shall be at the Purchaser's expense.
  - e) The Purchaser shall be required to install a culvert at the entranceway to the subject lot which shall be at the Purchaser's expense and shall in every respect comply with the requirements of the City of Ottawa. In addition, the Purchaser agrees to consult with the Vendor with respect to the size and installed elevation of the culvert. The Vendor's representative shall be notified of the date and time of installation of the culvert at 5542 Anne Street, P. O. Box 310, Manotick, Ontario, K4M 1A4. Ditch and culvert system shall be maintained by the Purchaser, including the clearing of any blockage, until the system is formally accepted by the City of Ottawa. Once the ditch and culvert system has been formally accepted by the City, the City shall undertake such maintenance of the said system both within and outside the subdivision where there is a portion of the said ditch and culvert system outside the subdivision, as the City shall deem necessary and the Purchaser or Purchasers of the lots described in Schedule "A" of the Subdivision Agreement from time to time shall reimburse the City for the cost of such maintenance in proportion that the number of lots owned by each Purchaser bears to the total number of lots described in Schedule "A" of the Subdivision Agreement. If any Purchaser fails to reimburse the City for his proportionate share of such maintenance costs, the City, in addition to any other remedies, may recover the sum to be reimbursed in like manner as municipal taxes pursuant to The Municipal act, Section 325 as amended.
  - f) All costs of connection to underground services shall be paid by the Purchaser.
16. On closing, the Purchaser shall pay, in addition to the purchase price, a security deposit in the amount of \$2,500.00. The deposit shall be held by the Vendor pending completion of construction and landscaping on the purchased lot, and released to the Purchaser within 30 days of the

Purchaser's notification to the Vendor that all work is substantially complete, on the condition that the Purchaser has:

- i) completed construction in accordance with approved plans and materials;
  - ii) filled and graded the lot, and roadside ditch, and installed culvert as required by the Covenants and Development Agreement;
  - iii) installed an approved well and sewage system in accordance with the terms of this Agreement;
  - iv) ensured that the roadway, drainage ditches, easements and other lands in the subdivision are free of any and all excavated or waste material, building or other materials deposited by the Purchaser or any of the Purchaser's contractors;
  - v) ensured that any sump pump or other water discharge is routed inside the culvert;
  - vi) delivered "as built" grading plans to the satisfaction of the City of Ottawa.
17. The Purchaser acknowledges that the entire subdivision is subject to an approved Drainage Plan. The Purchaser covenants and agrees that, if necessary, the Vendor may make a depression along any lot line in order to ensure adequate drainage, the location and the depth of such depression to be at the sole discretion of the Vendor who undertakes that such depression will be in accordance with good engineering practice. The Purchaser covenants and agrees that in addition to the restrictive covenants contained in Schedule "B" to this Agreement, he will not disrupt the flow of surface water in such depression and should it become necessary in order to ensure proper drainage, the Purchaser will allow the Vendor access to the lands at any reasonable time to perform work to ensure such drainage. Provided however, that the provisions of this paragraph do not constitute any obligation or undertaking on the part of the Vendor to maintain drainage channels on behalf of the Purchaser.
18. The Purchaser acknowledges being advised that Ken Gordon Holdings Inc. has determined that bore holes associated with ground source heating and cooling systems expose the water supply aquifer to unacceptable risk of contamination and therefore, for the protection of all existing and future owners in the Quinn Farm subdivisions, ground source heating and cooling systems, and generally, any system which requires bore holes to be completed in association with the installation of the system servicing the premises, are strictly prohibited. The Purchaser specifically acknowledges that this provision shall be registered against the title to the subject lands and be binding on successive owners of the property. It is further acknowledged that in circumstances where this restriction is violated, Ken Gordon Holdings Inc. shall be entitled to obtain an order from a Court of competent jurisdiction directing the owner to decommission the system and seal any bore holes to the satisfaction of Ken Gordon Holdings Inc.'s professional engineer.
19. The Purchaser acknowledges being advised that school accommodation problems exist in the Board of Education facilities designated to serve this development and that at the present time, this problem is being addressed by the utilization of portable classrooms until such time as additional pupil places can be made available.

20. The Purchaser agrees to satisfy himself as to compliance with any development agreements between the Vendor and the City of Ottawa. The Vendor shall not be obligated on closing to obtain releases of such development agreements provided that the Vendor has properly lodged the security required under those development agreements by the Municipal authorities.
21. All covenants and obligations contained in this Agreement to be performed and observed by the Purchaser shall survive closing of this transaction and shall in no way merge on the closing.
22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the real property or supported hereby, other than as expressed herein in writing. Any additional terms set out in Schedule "C" are part of this Agreement.
23. This offer and its acceptance shall be read with all changes of gender or number required by the context.
24. The Transfer shall be prepared by the solicitor for the Vendor and registered at the expense of the Purchaser. The Purchaser shall pay to the Vendor's solicitor a fee of \$200.00 for the preparation of the Transfer.
25. The mortgage to be given back by the Purchaser to the Vendor, if any, shall be prepared at the cost of the Purchaser by the Vendor's solicitor and the Purchaser shall pay for the registration thereof and for any Execution Certificate.
26. Each of the Vendor and Purchaser shall retain a lawyer licensed to practice in Ontario to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and Electronic Registration Act S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and money, and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation,) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
27. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
28. Any tender of documents or monies hereunder may be made upon the solicitor acting for the party on whom tender is required and it shall be sufficient that a negotiable certified cheque may be tendered in lieu of cash or currency.

29. The Purchaser covenants and agrees with the Vendor not to register this Agreement or Notice of this Agreement on title to the subject lands.

IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_

THE UNDERSIGNED, hereby accepts the above offer and its terms and covenants and promises and agrees to and with the above named purchaser to duly carry out the same on the terms and conditions above mentioned and hereby accepts the said deposit.

ACCEPTED, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**KEN GORDON HOLDINGS INC.**

Per: \_\_\_\_\_  
Ken Gordon

I have authority to bind the Corporation

Vendor's Solicitor:  
Chiarelli, Cramer, Witteveen  
Barristers & Solicitors  
92 Centrepointhe Drive  
Nepean, Ontario  
K2G 6B1  
Phone: 613-723-9100  
Fax: 613-723-9105

Purchasers Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser's Solicitor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**SCHEDULE "A"**

SURVEY PLAN



## SCHEDULE "B"

### QUINN FARM SUBDIVISION

#### **RESTRICTIVE COVENANTS AND CONDITIONS**

The following are the restrictions to which the purchaser is bound and it is agreed that such restrictions shall be registered on title and/or contained in the Transfer to the Purchaser:

To the intent that the burden of the covenants hereinafter set out may run with and be binding upon the Real Property, the Transferor and the Transferee do hereby respectively covenant and agree with each other and, as to the Transferee with the owner or owners of all other lots on the subdivision, and with their respective heirs, executors, administrators, successors and assigns that the Transferee and the Transferee's successors in title from time to time of the Real Property will henceforth observe and comply with the stipulations, restrictions and provisions hereinafter set forth, and the Transferee will exact covenants, the same as those contained herein, from the transferee in any conveyance of which the present Transferee may make of the Real Property or any part thereof, so that all persons hereinafter holding or claiming under the parties hereto or any of them shall be bound to observe the said stipulations, restrictions and provisions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming, so that the said stipulations, restrictions and provisions shall inure to and be for the mutual benefit of all persons so holding or claiming. This covenant is not to be held binding upon the Transferee or any other person except in respect of breaches committed or continued during their, his or her joint or sole ownership of the Real Property upon or in respect of which such breaches have been committed. The Transferee acknowledges that the Transferor has no obligation to enforce any of the provisions herein. The foregoing shall apply notwithstanding that a covenant is expressed as a negative or a positive obligation since the total intent is to restrict or prevent an owner from permitting a state of non-compliance with the stated covenants and restrictions.

Any reference to "Transferee", "Owner", or "homeowner" shall be deemed to include the Purchaser and all transferees set out in the conveyance registered on closing. "Transferor" shall mean the Vendor.

1. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grade control plan, without the written consent of the City Engineer of the City of Ottawa.
2. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not fill in any ditches or swales on the lands described herein or in any road ditch adjacent to the said lands nor install any storm sewer in any such ditches or swales including road ditches adjacent to the said lands without the prior written consent of the City Engineer of the City of Ottawa.
3. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land from the edge of the gravel shoulder to his lot line in a neat and orderly fashion, including cutting the grass regularly and replacing any that dies, maintaining the stone infiltration strip where provided, removing any debris, leaves, grass, and sediment, all to the satisfaction of the City of Ottawa.
4. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that any well drilled and any sanitary system installed on the lands herein described shall be drilled and constructed in

accordance with the requirements of the City of Ottawa and the Ministry of the Environment and in particular with any requirements in any Subdivision Agreement affecting these lands.

5. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall not cause or permit the discharge of water from a sump pump on his lands directly into any ditch or drain located on any public highway adjacent to his lands. However, sump pump outlets may discharge into entrance pipes provided the sump pump pipe is inserted into the pipe a minimum length of one metre and the Transferee provides a check valve on the sump pumps.
6. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he shall pay to the City the subdivision development charges for that lot. The Transferee, his heirs, executors, administrators, successors and assigns shall not apply for, nor shall the City be under any obligation to issue, any building permit for any dwelling unit, on his lot until he has paid the subdivision development charges with respect to that lot.
7. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he, or the person obtaining the building permit for the residential unit, shall supply and install an automatic photo-cell operated lawn lamp to be located at the edge of laneway within 1.5 metres of the street allowance limit the power supply to be provided from the dwelling unit, all as more particularly described in Schedule "N" of the Subdivision Agreement.
8. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to protect and repair any damage caused to subdrain pipes which are located under roadside ditches.
9. The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the construction of wells shall be supervised by a qualified engineer, as approved by the City of Ottawa, who shall certify by signing the "Well Compliance" form set out in any registered subdivision / development agreement, that wells are constructed in accordance with the specifications in the Hydrogeological Report including all addendums. All water wells shall be drilled in accordance with the recommendation contained in the report, and the Ministry of the Environment and Energy Guidelines entitled "water Wells and Groundwater supplies in Ontario", in order to avoid any water shortages and groundwater quality deterioration.
10. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the drainage system on his or her lot is part of the storm water management system and in order to function properly the Transferee shall maintain grass within the swales keeping it cut to an optimum height of 10 centimetres and shall ensure the swales are not obstructed by physical structures, disposition of materials or alterations to the grade. Failure to comply will result in the City taking corrective action and charging costs back to the property owner.
11. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that the City of Ottawa does not guarantee nor warrant the quality or the quantity of groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bear no responsibility financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the Transferee. The Transferee is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (eg. Nitrate and chloride). Advice on well maintenance can be found in the How Well is Your Well guide and Water Wells Best Management Practices Guide, both of which can be obtained from the City of Ottawa or the Rideau Valley Conservation Landowner Resource Office.

12. The Transferee for himself, his heirs, executors, administrators, successors and assigns, acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board elementary school designated to serve this development, 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.
13. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the approval of the subdivision is based on the approved number of lots and that the splitting of these lots, if permitted by the zoning by-law will, among other considerations, depend on the hydrogeology and terrain analysis study and any addendum and revisions thereto prepared for this Subdivision, being reviewed by a qualified hydrogeologist to advise whether such splitting should be permitted and under what conditions. Prior to any further division of lots or blocks the City of Ottawa may require an additional agreement to address any new or amended conditions.
14. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that:
  - a) lots shall be made suitable for installation of sewage systems prior to, or at the building permit stage to the satisfaction of the City of Ottawa in accordance with regulations under the Building Code. The Transferee shall regularly inspect their sewage systems and follow a sewage system manage program to minimize the impact to the groundwater and the risk of system failure. Septic Systems Do's and Don'ts Guides and Septic Smart Guides can be obtained from regulatory agencies.
  - b) treatment of the water may be required to reduce iron concentrations to acceptable levels. Sodium levels in well water may exceed 20 mg/L. The City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, should discuss this matter with their family physician prior to accepting an offer to purchase a lot. The Transferee acknowledges advice to perform a water quality analysis for Fluoride, bacteria, indicator parameters (Chloride, Nitrite, Nitrates, TKN, Turbidity, Ammonia, Sodium, Total Coliform, E.Coli) and other health related parameters before connecting the water supply to the house plumbing. The Transferee is advised to perform regular water quality analysis to avoid any future health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards for the area prescribed that Nitrate be under 10 mg/L, Fluoride 1.5 mg/L and that there be no significant evidence of bacterial activity. Transferees are advised that some incrustation, taste and colour problems may occur and treatment systems may have to be utilized to improve water quality.
  - c) supervision of well construction by the Transferee's qualified hydrogeologist or engineer is required and certification of completion shall be provided to the City, to ensure that wells are constructed in accordance with the recommendations of hydrogeological reports. Failure to construct wells according to the hydrogeological reports will likely result in unacceptable water quality. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings.
  - d) the Ontario Building code requires the horizontal separation distance between the water supply wells and septic leaching beds should be a minimum 15 metres horizontal distance. In areas where the leaching beds are raised above the original ground surface elevation, the horizontal

separation distance should be increased by a factor of two times the height that the leaching bed is raised above the original ground surface.

15. In the case of any existing wells on site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be decommissioned and abandoned in accordance with well regulations under the Ontario Water Resources Act, including any subsequent amendments, any certificate of compliance shall be provided.
16. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that Canada Post will not provide door-to-door mail delivery. Mail delivery will be provided through a system of permanent communal boxes.
17. City Blocks 220, 221 and 222 shall be owned by the City in order to maintain a 30 metre buffer from the high-water mark on either side of Shield's Creek as required by the Shield's Creek Subwatershed Study.
  - a) The 30 metre buffer on the north side shall be a "No Touch/No Development" buffer zone setback to protect the main branch, except in accordance with the approved Shields Creek Enhancement Plan. All vegetation shall be left intact, unless specified in the Plan.
  - b) The first 15 metres from the high-water mark on the south side shall be a "No Touch/No Development" zone from all development to protect the main branch, except in accordance with the approved Shields Creek Enhancement Plan. All existing vegetation shall be left intact, unless specified in the Plan.
  - c) The additional 15 metre portion of the southern buffer zone shall be left undisturbed until it is developed in accordance with the Pathway Concept Plan approved by the City of Ottawa and South Nation Conservation.
18. The City of Ottawa shall maintain a 10 metre "No Touch" setback from a defined top of bank for the existing drainage ditch running along a portion of the western limit of the property. All modifications will be prohibited in this setback.
19. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a Block identified on a Plan for Phase 2 shall be dedicated and transferred to the City of Ottawa for parkland purposes.
20. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that no eaves trough, foundation drains and surface/stormwater drainage will be directed to the sewage disposal system, nor into the ground surface in the vicinity of the tile bed area in order to limit the impact of storm water on the operation of the leaching beds.
21. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the installation of any underground lawn irrigation systems within the primary leaching bed area, or in areas which detrimentally affects the operation and effectiveness of the leaching bed, will not be permitted.
22. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall orient all driveway accesses for residential units onto internal roads.
23. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that no permanent features will be permitted above and below-grade within the widened right-of-way or corner sight triangles, including commercial signage.

24. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the adjacent parkland designated in Phase 2 may have active lighted sports, recreation and leisure facilities installed.
25. No construction activity is to take place within 30m of Shields Creek to avoid disturbance during bird breeding season, which is generally mid May to end of June.
26. All proposed residential units shall have their underside of footing elevations set at a minimum 300 mm above the 1:100 year storm event water levels in the proposed storm water management ponds or the high ground water elevation identified in the geotechnical report, whichever is greater, or such other level as recommended by a Professional Engineer and accepted by the City, to provide an appropriate safeguard against basement flooding.
27. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees to prepare and submit a Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the City of Ottawa and South Nation Conservation.
28. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at edge of pavement and at garage, all lot corners, swale inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Professional Civil Engineer or Ontario Land Surveyor.
29. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall have a Professional Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Transferee shall remove said footing if found to deviate by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Professional Civil Engineer or Ontario Land Surveyor to the General Manager, Planning and Growth Management for approval prior to the completion of the foundation walls.
30. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that the upper 300 mm of any imported fill material is to be conducive to infiltration and have a minimum percolation rate of 15mm/hr.
31. Purchasers of Lots 1 to 5 and Lots 36 to 40 are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic on Old Prescott Road and/or Parkway Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants and that additional attenuation measures are not proposed. Moreover, these dwelling units have been fitted with a forced air duct heating system suitably sized and designed to permit the future installation of central air conditioning by occupant. If desired by the Transferee to install central air conditioning, the outdoor unit must be located in a noise insensitive location in conformity with the Zoning By-law. The final installation shall meet the Ministry of Environment and Energy criteria for the installation of Residential Air Conditions in Publication NPC-216.
32. The Transferee for himself, his heirs, executors, administrators, successors and assigns agrees that prior to occupancy and/or final building inspection, the Transferee's engineering consultant shall inspect the site and certify, upon request, to the City of Ottawa with a letter, that the recommended interior/exterior noise control measures comply with the measures in the approved study.
33. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised to regularly inspect the septic system and to follow a septic management program to minimize the risk of system failure and impact to

groundwater. The guides entitled “*Septic System Do’s and Dont’s*” and “*Septic Smart Guide*” should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre.

34. The sodium levels in well water may exceed 20 mg/l. The Medical Officer of Health of the City of Ottawa recommends that persons with cardiac problems such as hypertension, etc. should discuss this matter with their family physician prior to acquiring the lot.
35. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that due to the size of the lot (minimum of 2000 square metres) and that the lot will be serviced with a well and private sewage disposal system, sufficient area may not be available for the installation of a swimming pool or any accessory buildings and/or structures. If it is the Transferee’s intention to install a swimming pool or construct or place such buildings or structures, the area requirements must be considered during the initial development of the lot to ensure appropriate clearances from the well and the septic system.
36. The footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize the demand on the sump pump system.
37. The Transferee for himself, his heirs, executors, administrators, successors and assigns shall own and must maintain the fences as constructed along the boundary of this property to the satisfaction of the City of Ottawa.
38. No access from private property to public park property shall be permitted, except the walkways required as per the approved landscape plan, without the prior approval of the Director, Parks and Recreation.
39. The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges that some of the test wells indicate aesthetic parameters of turbidity, colour, hardness, sodium and iron are present in concentrations greater than the Ontario Drinking Water Quality Objective. Some incrustation, taste, and colour issues are expected and treatment systems may be required for improving water quality as mentioned in the hydrogeological report.
40. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufacturer’s recommendation.
41. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that no buildings or structures (including fencing and landscaping) is permitted within the Trans-Northern Pipeline easement.
42. The Transferee for himself, his heirs, executors, administrators, successors and assigns is advised that the transmission lines abutting this subdivision operate at 500,000, 230,000 or 115,000 volts. Section 186-Proximity of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500kV conductor. The distance for 230kV conductors is 4.5 metres (15 feet), and for 115kV conductors it is 3 metres (10 feet). It is the Transferee’s responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

## **ADDITIONAL RESTRICTIONS AND COVENANTS IMPOSED BY THE VENDOR**

- (1) No structure shall be erected, altered, placed or permitted to remain on the subject lands, except one single family detached dwelling with accessory buildings requiring building permit, as approved by the Vendor.
- (2) No dwelling shall be constructed or maintained having less than 1,800 sq. ft. in the case of a single floor bungalow, and 2,000 sq. ft. in the case of two storey homes, minimum finished areas, excluding attic, basement and garage areas. Such dwelling shall have at a minimum, a two car attached garage. No carports, detached garages or outbuildings shall be allowed with the exception of professional prefabricated garden sheds approved by the Transferor. The dwelling, inclusive of the garage, shall be a minimum of sixty-five (65) feet in width.
- (3) No commercial signs may be erected on the subject property. No commercial vehicles or whatever nature may be parked on the subject property except for temporary periods associated with work or services being performed or delivered to the property. For the purposes of this provision school buses shall be deemed to be commercial vehicles. Advertising by any visual means is forbidden, except for the sale of the property concerned. The property shall not be used for the storage of any waste material, motor vehicles not in normal use, building material, soil or other aggregate material. Recreational vehicles and/or boats may be stored only in locations on the property which are concealed from the view of the public and adjoining land owners. The property shall not be used for consistent or lengthy periods for performing service repair or other work on boats, vehicles or machinery in any manner causing visual or auditory annoyance to neighboring land owners.
- (4) No part of the land shall be used for dumping or rubbish, garbage, or trash building material, brush, discarded items and all such materials shall be removed or maintained and kept in sanitary containers at all times. Storage or stock piling of any goods or material is prohibited.
- (5) External television, radio or other antennae, nor satellite dishes exceeding 24" in diameter, shall be permitted on the subject property nor on the dwelling situated thereon.
- (6) Every effort shall be made to maintain all possible existing trees notwithstanding construction on the subject lot. Wholesale cutting or clearing shall be prohibited except where approved by the City and the Vendor.
- (7) Use of the lands for purposes of growing crops, or produce, the keeping or raising of livestock or animals of any type, or for any other use generally accepted as an agricultural use shall be strictly prohibited notwithstanding the provisions of any municipal By-Laws. Similarly the operation of Kennel or any animal husbandry facility shall be prohibited. Provided however that a garden plot of the nature of a generally accepted family or residential garden plot and the keeping of household pets shall be allowed. This restriction shall be applied and enforced with the specific intention of vendor and Purchaser that notwithstanding the rural character and size of the subdivided lots, the permitted uses shall be consistent with permitted uses in a suburban residential subdivision.
- (8) All exterior wall surfaces shall be finished in brick, stucco or stone.
- (9) All of the restrictions and prohibitions contained herein are agreed to by the Transferee and are imposed notwithstanding the provisions of the City of Ottawa Zoning By-Law applicable to the subject lands.

- (10) The covenants, stipulations, restrictions and provisions herein contained shall be read with all changes of gender or number where required by the context and shall where applicable, include the heirs, executors, administrators, successors and assigns of the parties hereto.
- (11) The real property once purchased under these covenants, may not be re-subdivided.
- (12) The Transferee shall not apply for or receive any building permit unless it produces a signed authority from the Transferor, its successors and assigns.
- (13) The Transferee shall provide and place in a conspicuous position and in aesthetically pleasing manner on or about the post-lamp referred to in paragraph 14 hereof, a street number that is visible from the street line in front of the real property and the number selected shall be in accordance with the Plan as prepared and approved by the City of Ottawa.
- (14) The Transferee shall provide and place a culvert pipe at private laneway entrances to said lot in accordance with existing road drainage grades so as not to interfere with or obstruct the flows within the drainage system and of a size and specification as required by the City of Ottawa. At no time shall the Transferee, his agents or contractors conduct themselves in any way which would interfere with works in the subdivision performed by the Transferor or the City.
- (15) The Transferee will not plant, or permit to be planted so far as it is within his capacity to control on the lands herein or any lands adjacent thereto, including public lands or road allowances, any trees of the following kind, namely:

POPLAR, ALDER, ASPEN, WILLOW, MAPLES OF THE FAST  
GROWING VARIETY and/or ELM
- (16) The Transferee will keep the lot or lots conveyed to him in a neat and tidy condition during the course of construction of any building thereon and will comply with any reasonable request made by the Transferor, its successors and assigns, in respect of the appearance of the said lot or lots during the construction as aforesaid. At no time shall the Transferee, his agents or contractors conduct themselves in any way which would interfere with works in the subdivision performed by the Transferor or the City. For, or in respect to the lot or lots conveyed to him, the Transferee will:
  - (a) At all times during any construction, keep any roadways and ditches within or outside the subdivision, and any adjacent or other lots, free and clear of any excavation materials, building materials, soil, sand, gravel, mud, construction scraps, rubbish and other debris 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.
  - (b) Keep any ditches and swales clear, cut and clean and whenever and wherever necessary restore ditches and surface drainage swales to the shape and grades indicated on the grading plan of the said lot or lots approved by the City Engineer, and maintain drainage at all times during construction thereafter.
- (17) The Transferee shall not deposit or permit to be deposited fill or debris anywhere within the subdivision boundaries without the written permission of the Transferor. If fill is required on the real property such fill shall be



clean fill to be approved by the Engineer of the Corporation of the City of Ottawa. The Transferee shall clean up any dirt or debris that has been placed, allowed or caused to be placed or allowed on any road or in the sewers or the general construction area when required or requested by the Corporation of the City of Ottawa and to indemnify the Transferor against any claims made against it as a result of any breach of the provision of this paragraph by the Transferee.

- (18) The Transferee shall not damage, spoil or contaminate roads, within the subdivision and shall keep the road allowance in the subdivision clear of machinery, equipment, building materials, debris and earth, so that the employees, agents and contractors of the Transferor and all other persons may proceed with the installation of the services and other work without interruption.
- (19) Ground source heating and/or cooling systems and generally any system which requires bore holes to be completed in association with the installation of such system are prohibited.

**SCHEDULE "C"**

**TERMS OF PAYMENT OF THE BALANCE OF THE PURCHASE PRICE:**

**ADDITIONAL TERMS AND CONDITIONS:**

**SCHEDULE "D"**

**QUINN FARM SUBDIVISION**

**RIDEAU FOREST WELL DRILLING COMPLIANCE AND  
INSPECTION PROGRAM**

**STATEMENT OF INTENT:**

Purchaser acknowledges his obligation under this agreement (paragraph 15(b) to construct any well on the property in compliance with the requirements of the City of Ottawa, Ministry of the Environment, Ontario, the registered Subdivision Agreement and this Agreement.

The parties jointly acknowledge that failure to so comply, either by the purchaser, or any other purchaser or owner in the development, may adversely or injuriously effect some or all owners, including the vendor, by destroying or diminishing the quality and/or potability of the water supply.

**THE PURCHASER THEREFORE:**

1. Agrees to be bound by the provisions contained herein acknowledging that the obligations are reasonable and desirable in the circumstances;
2. Agrees that these requirements shall be registered as a restrictive covenant on title so as to be binding on successors in title, and that this is reasonable and desirable so as to maintain the continuity and integrity of the compliance program;
3. Agrees to notify Ken Gordon Holdings Inc. of the intention to drill a well and the identity of the well-driller (selected from a list of well drillers approved by Ken Gordon Holdings Inc.) in writing c/o 5542 Anne Street, Manotick, Ontario, K4M 1A9, or Box 310, Manotick, Ontario, K4M 1A4, at least 72 hours prior to the commencement of any drilling or other work on the site;
4. Grants to Ken Gordon Holdings Inc., and/or its designated agent the right to attend on site prior to, during, and after any well drilling activity, or to supervise and inspect all work and to ensure compliance with all well drilling requirements;
5. Grants to Ken Gordon Holdings Inc., the right, upon 48 hours notice to the owner, to attend on the property to inspect the well and to obtain a water sample;
6. Agrees to maintain the well at all times in fully grouted and sealed condition to avoid surface contamination;
7. Agrees to carry out any reasonable directive issued by Ken Gordon Holdings Inc., in connection with the construction and/or maintenance of a well at the purchasers' own expense as soon as practically possible.

All costs of supervision, inspection, testing and monitoring shall be at the expense of Ken Gordon Holdings Inc.,

Purchaser specifically acknowledges that damages for breach of the covenants and restrictions contained herein shall not be sufficient compensation to either Ken Gordon Holdings Inc., or any other owner in the development. Purchaser therefore agrees that any party seeking to enforce these provisions shall be entitled to a mandatory order of a Court of competent jurisdiction requiring actual compliance or permitting the claimant to itself, effect compliance at the expense of the purchaser.

These provisions shall apply in respect to any well, whether for water source or discharge purposes, constructed at any time.

It is the parties express intent that the burden of these provisions shall run with and be binding upon the lands described and covenant and agree on their own behalf and on behalf of their heirs, executors, administrators and assigns to observe and comply as required. The parties shall exact the same covenants from any successor in title. The foregoing shall apply notwithstanding that any single covenant is expressed as a negative or positive since the total intent is to prevent any owner from permitting or causing a well to be constructed or maintained in a condition which is not in compliance with the prevailing requirements.

It is agreed that nothing set out in this document imposes any obligations, legal or otherwise on Ken Gordon Holdings Inc. in respect to water quality or potability and/or the performance or work quality of any well driller or other contractor. All work relating to the construction and/or maintenance of wells is and shall remain the responsibility of the purchasers and his successors in title. Ken Gordon Holdings Inc. assumes no responsibility of any nature for any owner's compliance with well construction requirements.

## SCHEDULE "E"

### SEWAGE SYSTEMS

1. The Purchaser shall install individual Waterloo Biofilter systems with circulation mode (for nitrogen reduction). The Waterloo Biofilter system with circulation mode (for nitrogen reduction) is the only system approved by the City of Ottawa for use in this subdivision.
2. A performance/compliance criterion of 20 mg/l for Total Nitrogen in the Biofilter effluent (prior to subsurface disposal bed) is applied to every denitrification unit on each lot in the subdivision. If the effluent from an individual unit exceeds the criterion for two consecutive samples after the first monitoring event, the unit shall be repaired or replaced. If it has been determined by the City of Ottawa or one of its designates that the system does not meet the performance/compliance criteria of 20 mg/l Total Nitrogen in the Biofilter effluent (prior to subsurface disposal bed) the Purchaser shall repair or replace the unit so that it meets the prescribed compliance criteria. Should a Purchaser not repair or replace the Denitrification unit, the City of Ottawa or designate may enter the Purchaser's property and make the necessary corrections with 100% of the cost assessed against the tax roll.
3. The Purchaser agrees that a clause will be inserted with the Subdivision Agreement, requiring that all offers of Purchase and Sale Agreement and transfer of Deeds will include a covenant that all lots require a Waterloo Biofilter system with circulation mode (for nitrogen reduction) approved by the General Manager, Planning and Growth Management and the Ottawa Septic System Office. It will also state that the City of Ottawa is in no way responsible for any costs and should the system fail and require repairs or replacement, this will be solely at the cost of the homeowner.
4. The Purchaser will own the Denitrification unit servicing their dwelling and that a blanket easement over the lot is required to allow the Ottawa Septic System Office or designate to enter the individual Lot Owner's property to undertake annual inspections, sampling and monitoring of the Waterloo Biofilter system. A clause to this effect shall be included in all offers of Purchase and Sale Agreement and transfer of Deeds.
5. The Purchaser acknowledges and agrees that a sampling and monitoring program shall be completed, and an ongoing monitoring program is applicable to the Denitrification unit as long as this unit services the individual lot. The program must include, but is not necessarily limited to, the following:
  - a) Sampling methodology report;
  - b) Post treatment sampling ports must be included as part of the Waterloo Biofilter system with circulation mode (for nitrogen reduction).
  - c) Sampling shall be completed after a minimum four (4) months in operation by the Ottawa Septic System Office or designate and placement of test results in the City of Ottawa Data Base for all residences in Phase 1, three times a year for the first year after occupancy, and then on an annual basis.
6. The Purchaser shall bear all costs for the sampling, test, preparation and submission of the Denitrification Monitoring Reports.