

AGREEMENT OF PURCHASE AND SALE

RIDEAU FOREST SUBDIVISION PHASE 8

The Undersigned _____
(herein called the "Purchaser") having inspected the real property, hereby offer to purchase from **RIDEAU FOREST DEVELOPMENT LTD.**, (herein called the "Vendor"), through _____ (Agent for the Vendor),

ALL AND SINGULAR the premises described as Lot _____, Registered Plan 4M-1406, in the City of Ottawa, Province of Ontario, shown on the subdivision plan (copy attached as Schedule "A").

Purchase Price: At a PURCHASE price of _____ Dollars
Deposit: (\$ _____) plus H.S.T. if applicable, with a DEPOSIT of _____ Dollars (\$ _____) of lawful money of Canada, payable by cash or certified cheque to the Vendor (Agent for 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 _____ 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). All deposit monies paid under this Agreement shall be held in an interest bearing account and accrued interest thereon shall be paid to the Purchaser on closing or on termination of this Agreement.

Delete Portions not applicable

Balance Due on closing:

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 _____ 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.

Irrevocable date

Conditions: This Agreement shall be subject to the conditions set out in Schedule "E".

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 to the 15th day prior to the closing date, or the day prior to the closing date, whichever date shall first occur, after the date of this agreement, 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 and his Agent 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 Schedule "B", 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. The Vendor warrants that the Vendor and all Transferors 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.
6. 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.
7. The Purchaser hereby acknowledges that the residences to be erected on the lands included in the Subdivision are intended by the Vendor and the Purchaser to conform and to continue to conform to the highest standard of design, integrity, quality of workmanship and maintenance, and 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, and regardless of the form of expression (positive or negative) shall be considered restrictive covenants enforceable by the Vendor against the Purchaser and his successors in title. In Schedule "B", the Purchaser is identified as "Transferee and Owner" and the Vendor as "Transferor".

8. 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, exterior finishes, and siting of the dwelling to be erected on the lot and the staging of its constructions. 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 c/o Rideau Forest Development Ltd., 5542 Ann Street, P.O. Box 1172, Manotick, Ontario, K4M 1A9, or such other address designated 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.
9. 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.
10. 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.
11. 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.
12. 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 or any other authority. By this provision the Vendor advises the Purchaser to satisfy himself with respect to current charges and potential increases.
13. 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.
14. 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 and related services are to be installed underground in the road allowance. The Purchaser agrees and acknowledges however, the following:

- a) Wells for the provision of water for the subject lots shall be installed at the Purchaser's expense and shall be constructed in accordance with the specifications set out and required by the Ministry of the Environment. In any case, the City of Ottawa will require a certificate of compliance with all well requirements from the well driller and the owner. All wells must be constructed in compliance with the technical requirements and certification procedures contained in the Schedules to this Agreement. The Purchaser is advised that newly developed wells will encounter turbidity. High levels of turbidity, which may be naturally occurring or due to poor well construction, may interfere with water treatment, resulting in inefficient bacterial control. Therefore the wells must be properly developed before connection to the plumbing system. The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The Purchaser is advised to regularly test the water supply for bacteria, nitrates, fluorides and other parameters to avoid any health issues. Any exceedances shall be immediately reported to the City of Ottawa Medical Officer of Health for further evaluation and direction. The Purchasers shall follow a well management program to minimize the potential for contamination of the water supply. The guides entitled "*How Well is Your Well*" and "*Water Well Best Management Practices*" (available from the Land Owners Resource Centre and the City of Ottawa) shall be consulted in this regard. The Purchaser is advised that some wells may yield water with elevated aesthetic parameters (hardness, iron, manganese, total dissolved solids and sodium). Treatment systems may be required to address these aesthetic water quality parameters. If hardness levels are to be treated by sodium based water softeners, a separate tap which bypasses the softener should be provided to supply water for human consumption. This alternative water supply will be particularly important for persons on sodium-restricted diets. 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.
- b) Preparation of the lot for an installation of a 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. All septic tank and tile field installations shall conform to requirements of the Terrain Analysis and Hydrogeological Report referred to in the Schedules to this Agreement of Purchase and Sale. The Purchaser is advised that a site specific investigation will be required on each lot to determine septic system design requirements in accordance with Part 8 - Sewage Systems of the Ontario Building Code. The Purchaser is advised to regularly inspect the septic system and to follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled "*Septic System Do's and Don'ts*" and "*Septic Smart Guide*" should be consulted in this regard. These guides are available from the Ottawa Septic System Office.

- c) The Purchaser shall be required to install and maintain an entrance light. Such installation shall be at the Purchaser's expense.
 - d) The Purchaser shall be required to install a culvert at the entranceway to the subject lot which shall be at the Purchaser's expense, including any permit the City of Ottawa may require, 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 Rideau Forest Development Ltd., 5542 Ann Street, P.O. Box 1172, Manotick, Ontario, K4M 1A9. 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. 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.
 - e) All costs of connection to underground services shall be paid by the Purchaser.
15. 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:
- a) completed construction in accordance with approved plans and materials;
 - b) graded the lot, and roadside ditch, and installed culvert as required by the City permit, Covenants and Development Agreement;
 - c) installed an approved well in accordance with the terms of this Agreement;
 - d) 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;
 - e) ensured that the sump pump or other water discharge is routed inside the culvert;
 - f) completed installation of entrance light and hard surface driveway;
 - g) completed all incidental work for which the Purchaser is responsible under Building Permit, Site Plan Agreement, or Subdivision Agreement conditions and requirements;

The Purchaser shall remain responsible to the Vendor to ensure that all work is completed to qualify for the release of the deposit monies, notwithstanding that the Purchaser may have transferred responsibility for the work to a third party or parties. The Purchaser shall be responsible to the Vendor to provide evidence of completion at the Purchaser's cost, and the Vendor shall not be obligated to contact or inquire with third parties. The Purchaser agrees to include an express provision in any contract for resale of the Lot which obligates subsequent owners to complete all work as is described in this agreement, and further obligates the subsequent purchaser to, likewise, include such a provision on further resale. The Vendor agrees to release deposit monies to subsequent owners if so directed by the Purchaser, in writing.

16. 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.
17. Block 41, Plan 4M-1346, has been designated as a nature reserve, and the Purchaser shall become a co-owner of this Block in common with all other Lot owners in Phases 7 to 11 of the Rideau Forest subdivisions. The Purchaser shall become a party to a Common Elements Agreement in respect to the ownership and maintenance of Block 41, which is registered on the title to these lands. Pursuant to said Agreement, Block 41 shall remain in its natural state, save as approved by the City of Ottawa and the Rideau Valley Conservation Authority, with the intention that it exist, in perpetuity, as a nature reserve. The Purchaser acknowledges that the Common Elements Agreement may result in the imposition of fees for the maintenance and/or enhancement of the reserve lands.

The Purchaser acknowledges receipt of the "Owners Awareness Program" document attached to this Agreement as Schedule "F".
18. The Purchaser acknowledges that the RIDEAU FOREST PHASE 8 SUBDIVISION has been approved on the basis of country lot designation and that it contains an approved number of lots. The creation of additional residential lots is not in keeping with the planned nature of the development.
19. The Purchaser acknowledges being advised that school accommodation problems exist in the Carleton Board of Education (or any successor Board) 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. The Purchaser shall not assign this Agreement or any part or parts thereof without the written consent of the Vendor, which consent may be arbitrarily withheld. It is further understood and agreed that unless the Vendor previously consented to an assignment of this Agreement or any part thereof by the Purchaser, the Vendor shall not be required to comply with the directions delivered to it on the completion of the transaction directing it to convey the lands to any other party other than the Purchaser.
22. 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.
23. 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.
24. This offer and its acceptance shall be read with all changes of gender or number required by the context.
25. 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 \$175.00 plus HST for the preparation of the Transfer.
26. 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.
27. Where each of the Vendor and Purchaser retain a lawyer 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 1.4, 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.
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:)

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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____.

RIDEAU FOREST DEVELOPMENT LTD.

Per: _____
Kris Gordon

I have authority to bind the Corporation

Vendor's Solicitor:
Guy Le Madec
Barrister & Solicitor
92 Centrepointhe Drive
Ottawa, Ontario
K2G 6B1
Ph: 613-723-9100
Fx: 613-723-9105
guy@guylemadec.ca

Purchasers Address:

Purchaser's Solicitor:

Telephone No. _____

SCHEDULE "B"

RESTRICTIONS AND COVENANTS BINDING THE LANDS

To the intent that the burden of the covenants hereinafter set out may run with and be binding upon the Real Property, the Applicant, as registered owner of all of the lands described in this Instrument, hereby covenants on its own behalf, and on behalf of all future transferees, along 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.

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 his part, the Director, Infrastructure Services 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 30 percent of the cost for supervision and 30 percent of the cost for administration under the Municipal Act, 2001, S.O. 2001, c.25, *as amended*, in like manner as municipal taxes.
2. The Transferee shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until:
 - a) All roads in the Subdivision have been connected to a public street;
 - b) Access for fire fighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the General Manager, Planning and Growth Management and Fire Chief.
 - c) The access route has been surfaced with concrete, asphalt, or granular "A" base capable of permitting accessibility under all climatic conditions, and it has a clear width of 6.0 metres at all times and is continuously maintained so as to be immediately ready for use by the Emergency and Protective Services Department vehicles or any other vehicles in the event of an emergency.
 - d) The City has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure.

- e) The Director, Infrastructure Services is satisfied that any Works required to be completed prior to occupancy of a building have progressed to a point where they can reasonably be expected to be completed prior to occupancy of the proposed building.
 - f) Firebreak lots are designated to the satisfaction of the City's Fire Chief.
3. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not request nor will the City be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and first lift of asphalt on which such land fronts have been carried out and have received Approval of the Director, Infrastructure Services; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall City road network and until the whole or such portion of the mass earth moving or general grading as the Director, Infrastructure Services deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the General Manager, Planning and Growth Management, the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the Director, Infrastructure Services on being satisfied that the aforementioned Works are being carried out and acceptance has been given to the aforementioned Works.
 4. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to direct roof leaders to pervious areas where sufficient areas are available. Grassed areas receiving roof run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services.
 5. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that where a building has been constructed on any lot or block in the Subdivision, the Transferee or its agent shall not allow such building to be occupied until the municipal numbering is provided in a permanent location visible from the roadway and the installation of a street name sign on relevant streets have been completed to the satisfaction of the City.
 6. 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 final Drainage and Grading Plan, without the written consent of the Director, Infrastructure Services, and further the purchaser will maintain any such alterations approved by the Director, Infrastructure Services.
 7. The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he 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 Agreement applies nor adjacent lands in its ownership.
 8. The Transferee acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Director, Infrastructure Services.
 9. The Transferee acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant.
 10. The Transferee acknowledges that school accommodation problems exist in the Ottawa-Carleton District 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.

11. The Transferee acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
12. The Transferee of any lot or block fronting on a street in which a sidewalk 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 abutting the said lot or block. The Transferee 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.
13. The Transferee of any lot or block acknowledges that he has been advised of:
 - a) an approved general plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.
 - b) the proposed location of the potential bus routes including temporary bus routes, possible bus shelters and pads and paved passenger standing areas at bus stops.
 - c) the proposed location for the community mailboxes within the Subdivision.
 - d) the proposed grading and landscaping for the lot or block.
 - e) the proposed driveway location.
 - f) the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.
 - g) the approved zoning map for the Subdivision.
14. The Transferee further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the City's approval process.
15. The Transferee shall neither deposit, nor permit to be deposited, fill, debris, building materials or construction equipment nor allow vehicle access for any purpose on public lands of the Subdivision, and furthermore, it shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said public lands, other than Roads, without the prior consent of the City.
16. The Transferee agrees to maintain all vacant lots and blocks on all constructed roads, in the Subdivision, for which building permits have not been issued, in a neat and orderly condition. This maintenance shall include, but not be limited to, the cutting of grass, the removal of noxious weeds and the drainage and grading of the lots and blocks to the satisfaction of the Director, Infrastructure Services.
17. The Transferee covenants and agrees, at all times, to maintain at its own expense all areas of land not yet completed, to the satisfaction of the City. Such maintenance shall include (but shall not be limited to) leveling and grading of such area to grades specified by the City, and the regular cutting of grass and eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon, all to the satisfaction of the Director, Infrastructure Services.
18. The Transferee acknowledges advice that the footings of all buildings shall be constructed above the normal water table to prevent moisture problems in basements and to minimize demand on sump pump systems.

19. The Transferee is advised that any dwelling unit fitted with a forced air system and fan ducts, etc., may be sized to accommodate the installation of a central air conditioning system. If the Transferee intends to install central air conditioning the unit must be located in a noise insensitive location as per Zoning By-Law the City of Ottawa. All such installations shall meet the Ministry of the Environment noise criteria in publication NPC-216.
20. The Transferee acknowledges and agrees that no structure shall be erected, altered, placed or permitted to remain on the subject lands, or any other lot except one single family detached dwelling with accessory buildings.
21. The Transferee acknowledges and agrees that no dwelling shall be constructed or maintained having less than 2,500 sq. feet minimum finished areas, excluding attic, basement and garage areas. Such dwelling shall have, at a minimum, a two car attached garage. The design, configuration and appearance of the garage area shall not be such that the dwelling resembles a "narrow lot" single home commonly found in newer subdivisions in Ottawa. The dwelling, including garage, shall measure a minimum of 75 ft. in width from outside wall surfaces, measured along the front of the dwelling on a line parallel with the street frontage.
22. The Transferee acknowledges and agrees that no commercial signs may be erected on the subject property. No commercial vehicles of 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.
23. The Transferee acknowledges and agrees that no part of the land shall be used for dumping of 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.
24. The Transferee acknowledges and agrees that no external television, radio or other antennae, or large satellite dishes shall be permitted on the subject property nor on the dwelling situated thereon. Any satellite dish shall be a maximum of 24" in diameter.
25. The Transferee acknowledges and agrees that notwithstanding the provisions of the City of Ottawa zoning by-law the following finishes structures and uses are subject to restrictions:
 - a) exterior surfaces shall be predominantly clay brick or a natural stone unless approved in writing by Rideau Forest Development Ltd.;
 - b) exterior surfaces using other materials shall only be permitted, in the sole discretion of Rideau Forest Development Ltd., in circumstances where the use of such alternate materials maintains the aesthetic and design standards prevailing in the Rideau Forest subdivisions, from the perspective of both the individual lot and impact on the streetscape. The Transferee shall deliver plans of all elevations showing the location and extent of exterior finishes as proposed, including a material sample board if required. The Transferee acknowledges that approval shall be based on the Vendor's judgement on the impact of the proposed design upon adjoining properties, the neighbourhood as a whole, and the streetscape. The Transferee accepts that there shall be an element of arbitrariness in the approval process. In the

case of a disagreement between the parties on the proposed design or exterior finishes, Rideau Forest Development Ltd. agrees to refer the matter to a professional architect, selected by Rideau Forest Development Ltd., and the architect's decision shall be final and binding upon the parties. The architect shall have regard to the design principles, and impacts, that are identified in this agreement, in reaching a decision.

- c) carports;
 - d) other buildings or structures accessory to the dwelling unit unless approved in writing by Rideau Forest Development Ltd.
26. The Transferee acknowledges and agrees that 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 of Ottawa and the Vendor.
27. The Transferee acknowledges and agrees that 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 a 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. The determination of the nature of use shall be in the sole discretion of Rideau Forest Development Ltd., provided that such determination is reasonably made. This restriction shall be applied and enforced with the specific intention of Transferor and Transferee 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.
28. **Driveways - Paving** - The Transferee shall, within one (1) year of issuance of a building permit for a dwelling unit, pave, or hard surface, the driveway, including the portion between the street and lot line, serving each dwelling unit located on any lot or block covered by this Agreement in accordance with the standards and specifications of the City.
29. **Buildings and Septic Fields** - The Transferee acknowledges and agrees to site buildings and septic fields in such a manner as to minimize disruption to significant tree cover and vegetation.
30. **Archaeology** - The Transferee acknowledges and agrees to adhere to the procedures of the "Contingency Plan for the Protection of Archaeological Resources in Urgent Situations" as approved by the Ministry of Citizenship, Culture and Recreation in the Archaeological Resource Potential Mapping Study of the City.
31. **Natural Heritage** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Mosquito Creek tributary, the Rideau River tributary and the Tompkins/Grey's Creek Municipal Drain are fish habitat that is protected under Section 35 of the *Fisheries Act* R.S. 1985, c. F-14, as amended. No person shall undertake any activity in, on or near water that may result in the harmful alteration, disruption or destruction of fish habitat.
32. **Construction** - The Transferee acknowledges and agrees to grade, landscape and install erosion control measures on any portion of the proposed lots or adjacent lands in the possession of the Transferee which have been filled or where the natural vegetation has been disturbed which, in the opinion of the Director of Planning and Infrastructure Approvals, is creating a nuisance, hazard and/or eyesore.

33. **Grade Control and Drainage** - The City of Ottawa may at any time enter upon the lands for the purposes of inspection or restoration of the established Grade Control Plan and the cost of the City in performing any restoration work shall be paid to the City by the Owner of the lands upon which such restoration work was performed, within thirty (30) days of demand therefore by the City and failing payment as aforesaid the cost shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that the same shall run with the lands and will benefit all lands within the Subdivision by providing proper and adequate drainage.
34. **No Dumping** - The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" is permitted on vacant lots or on adjacent lands including snow, grass cuttings, and landscape waste.
35. **Setback Requirements** - The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees 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's zoning by-law(s).
36. **Well Certification** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that 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 Program (as per 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 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 the buildings.
37. **Well Construction** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised to have the wells on the Transferee's lot constructed in accordance with the recommendations contained in the hydrogeological report, with Ministry of the Environment Well Regulations (Ontario Regulation 903 as amended) and local by-laws. All wells must be constructed with a steel casing extended through the overburden material and set into sound bedrock. Casings and grout must extend at least 6 metres below the existing ground surface elevation, or in those cases where the depth to bedrock is more than 4.5 metres, the well casing shall be set a minimum of 1.5 metres into sound bedrock to minimize potential contamination problems. The entire annular space between the casing and the overburden/bedrock must be filled with suitable grout.
38. **Well Construction and Grouting** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that well construction and grouting shall be supervised by a certified professional and a well compliance certificate shall be provided to the Chief Building Official of the City of Ottawa prior to the issuance of the occupancy permit.
39. **Abandonment of Wells** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that any existing wells or other monitors on the site (including test wells) that do not meet minimum Ministry of the Environment or the hydrogeological assessment specifications, shall be abandoned. Wells that will not be used for potable water supply or future monitoring, or are at risk of contamination, shall be abandoned. Abandonment of wells shall be in accordance with the Ontario Water Resources Act, R.R.O. 1990, Regulation 903, as amended. A certificate of compliance

prepared by a qualified professional shall be provided to the City of Ottawa in this regard.

40. **Water Quality** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that:

- a) prior to usage for domestic water supply and before connection to house plumbing, wells will be properly developed, well water will be disinfected and tested in accordance with best engineering practices for the full Subdivision package to demonstrate that the water meets the objectives as per the Ontario Safe Drinking Water Act (2003).
- b) a regular water quality analysis for bacteria, septic indicators and other health related parameters (fluorides, nitrates, etc.) in accordance with the Ontario Safe Drinking Water Act (2003) should be undertaken. Exceedances shall be reported to the local medical officer of health for further evaluation and necessary measures.
- c) water quality is not guaranteed over time and treatment/filtration may become necessary for controlling various bacterial and chemical elevations. Depending on the well, the water may be subject to elevated aesthetic parameters (tannin/lignin, hydrogen sulphide, hardness, iron, manganese, total dissolved solids, sodium, organic nitrogen, etc.). Incrustation, taste, odor and colour problems are expected. Therefore, well owners should be aware that treatment systems may become necessary to improve the water quality. Treating the water by softeners will further increase the sodium content. People on a sodium restricted diet should use a separate water supply and should consult their physician for advice on the use of the well water.
- d) water quantity is not guaranteed. Over time, the wells yields may change as a result of hydrogeological and anthropogenic factors. Well owners are advised to conserve water during extended dry periods.
- e) in the event that the Transferee should choose to install a treatment system to ensure good water quality over the long term, or if such treatment should ever become necessary, the Transferee is advised that the wells must be properly developed to reduce turbidity. Elevated levels of turbidity (may be natural or due to poor well construction) in the well water may interfere with the effectiveness of some treatment systems. Even after the installation of treatment systems, water must be routinely analyzed to ensure treatment systems are working efficiently.
- f) the Owner shall follow a well management program to minimize the potential for contamination of the groundwater from various pollutants. The guides "How Well is Your Well" and "Water Well Best Management Practices" should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre."
- g) 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 accepting an offer of purchase.

41. **Septic and Treatment Units** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised:

- a) that all septic systems shall be constructed in accordance with recommendations contained in the hydrogeological report and terrain analysis. A site specific investigation will be required on each lot to determine septic system design requirements in accordance with Part 8 - Sewage Systems of the Ontario Building Code.

- b) 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 Don’ts*” and “*Septic Smart Guide*” should be consulted in this regard. These guides are available from the City of Ottawa and the Landowner Resource Centre.
 - c) that the Ontario Building Code allows for the installation of selected treatment units capable of producing secondary and tertiary effluent quality. Treatment units may benefit the Transferee depending on site specific conditions, since the associated leaching bed area will be smaller. Treatment units also reduce nutrient and contaminant impact on the groundwater.
42. **Building and Sewage System Envelope Plan** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised to develop the lot in accordance with the direction provided on the building and sewage system envelope plan provided as part of the Agreement of Purchase and Sale . Vegetation removal shall be limited to only that which is necessary for the creation of the building and sewage system envelopes and, if necessary, the removal of unhealthy or unsafe trees elsewhere on the lot. General clearing of the lots is not permitted.
43. **Quality or Quantity of Groundwater** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that the City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financially or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner 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.
44. **Groundwater Source Open Loop Heat Pumps** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the groundwater source open loop heat pumps or similar uses are not permitted unless a detailed assessment of the demand on the supply aquifer is completed.
45. **Nitrate Dilution Calculations** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the nitrate dilution calculations are based on a subdivision plan with 190 lots. If the number of lots should be increased for any reason, the nitrate dilution calculation will have to be updated in accordance with the Ministry of Environment methodology to demonstrate that the nitrate concentration is less than 10mg/l.
46. **Conservation Authority Regulation** - The Transferee acknowledges and agrees being advised that the Rideau Valley Conservation Authority administers a “Fill, Construction and Alteration to Waterways Regulation” (Ontario Regulation 166/90) under Section 28 of the Conservation Authorities Act, R.S.O. 1990, Chapter C.27). The regulation requires that the Transferee of the property obtain the written approval of the Conservation Authority prior to straightening, changing, diverting or interfering in any way with a watercourse. Any applications received in this regard would be assessed within the context of approved policies for the administration of the regulation, including those for the protection of fish habitat.
47. **Tree Saving Measures** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges having been advised of the specific tree saving measures applicable to the Transferee’s lot and the Transferee agrees to implement the measures applicable to the lot.

48. **Nature Reserve** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees to ensure that during site preparation and construction, no harmful destruction, disruption or alteration of habitat will occur within the "Nature Reserve", *being Block 41, Plan 4M-1346*, through proper execution of mitigation measures as described in the Rideau Forest Development Environmental Impact Statement, Rideau Forest North Subdivision, Part Lots 2-4, Conc.II, Osgoode Twp. Ottawa, Ontario, Project No. ONO 50540" by Jacques Whitford, dated July 22, 2003 and the Detailed Tree Planting and Conservation Plan.
49. **Sensitive Environmental Nature of Watercourse and Wetlands** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the existing natural character of the subject area, and particularly the sensitive environmental nature of the watercourse setbacks and the wetlands contained within the "Nature Reserve" *being Block 41, Plan 4M-1346*, and the importance of good stewardship practices to ensure the health and sustainability of these natural features, and that in the case of the watercourse setbacks and the "Nature Reserve" it is the City of Ottawa's intention that these areas be protected and that they should be left in a natural state for the long term.
50. **Site Alterations, Tree Cutting or Alteration of Drainage** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that site alteration, tree cutting or alteration of drainage shall not be carried out within the watercourse setbacks and the "Nature Reserve", *being Block 41, Plan 4M-1346*, without approval of the General Manager, Planning and Growth Management of the City of Ottawa and Rideau Valley Conservation Authority.
51. **Composters, Garden Plots, Yard Waste Pile** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that composters, garden plots, yard waste pile(s) and/or other such alterations which disturb the natural state of these lands shall not be introduced into the watercourse setbacks and the "Nature Reserve" *being Block 41, Plan 4M-1346*.
52. **No Plant Invasive Non-native Landscaping** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees that it will not plant invasive non-native landscaping species such as Norway maple (*Acer platanoides*), Japanese or Amur maple (*Acer ginnala*), European mountain-ash (*Sorbus aucuparia*) or Tartarian honeysuckle (*Lonicera tatarica*).
53. **Property Fencing** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that except in areas where additional security is required for reasons of health and safety or legal compliance (eg. around swimming pools and/or dog runs), the use of property fencing will be minimized and that any such fencing will be designed to allow for the ready passage of wildlife.
54. **Common Elements** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees:
 - a) to execute an assumption agreement assuming the obligations of the private agreement registered on title as Instrument No. OC801829 which private agreement shall be binding upon the Transferee and all subsequent purchasers and shall deal with the joint use, maintenance and liability of the common elements including, but not limited to, the Nature Reserve, *being Block 41, Plan 4M-1346*, and private pathway for the mutual benefit and joint use of the owners and any other elements located in the common property;
 - b) that the said private agreement includes the provision that approval will be sought and received from the General Manager, Planning and Growth Management and Rideau Valley Conservation Authority for detailed designs and supplemental landscape plan(s) for any pathways developed within the plan of subdivision, that any pathway design shall protect and enhance the

natural features and functions of the site, and that the Transferee shall be responsible for pathway and enhancement measure implementation to the satisfaction of the General Manager, Planning and Growth Management and Rideau Valley Conservation Authority.

55. **Environmental Management** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees to implement the mitigation measures as set out in Chapters 4 and 5 of the report "Rideau Forest Development Environmental Impact Statement Rideau Forest North Subdivision, Part Lots 2-4, Conc.II, Osgoode Twp. Ottawa, Ontario, Project No. ONO 50540" by Jacques Whitford, dated July 22, 2003. Mitigation measures will include design, during and post-construction activities, and an Owner Awareness Program intended to limit the negative impacts on groundwater function and water quality, vegetation communities, wildlife habitat, significant species, fish habitat, linkage functions. Implementation of the mitigation measures will be to the satisfaction of the General Manager, Planning and Growth Management and Rideau Valley Conservation Authority.
56. **Roof Leaders** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that all roof leaders shall be directed to pervious areas such as lawns to enhance ground water recharge.
57. **Community Mailboxes** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised as to those lots or blocks identified for potential Community Mailboxes, that all plans used for marketing purposes have indicated the proposed community mailbox location(s).
58. **Footings** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that 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.
59. **Grading** - The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees to submit an as-built grading plan for each lot 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 civil engineer or Ontario Land Surveyor.
60. **Plans** - The Transferee acknowledges receipt of sewage system envelope plan, and Detailed Tree Planting and Conservation Plan for this subdivision, and agrees to abide by the requirement as they relate to the Transferee's specific lot.
61. **Parkland** - The Transferee acknowledges and agrees not to remove or disturb any of the existing vegetation or topsoil on dedicated parkland unless such removal or disturbance forms part of the remedial Work approved by the General Manager, Parks, Recreation and Cultural Services Department. If the parkland is disturbed by the Transferee, it must be reinstated to the satisfaction of the General Manager, Parks, Recreation and Cultural Services Department.
62. **Geotechnical** - The Transferee acknowledges and agrees that, prior to the submission of the engineering drawings, the Transferee shall submit to the General Manager, Planning and Growth Management, a detailed soils report prepared by a qualified geotechnical engineer, licensed in the Province of Ontario, which report shall contain detailed information on geotechnical matters and recommendations pertaining to but not limited to the following:
 - a) the existing sub-surface soils and ground water conditions;
 - b) slope stability and building limits adjacent to slopes;

- c) design and construction of underground services;
 - d) design and construction of internal roadways, fire routes and parking lots;
 - e) design and construction of retaining walls and/or slope protection;
 - f) design and construction of site fill;
 - g) design and construction of building foundations;
 - h) site de-watering; and
 - i) design and construction of swimming pools.
63. The Transferee shall retain the services of the previously referred to geotechnical engineer to ensure that the recommendations of the report are fully implemented. The Transferee shall provide the General Manager, Planning and Growth Management with certificates of compliance issued by the geotechnical engineer with respect to each of the matters identified in paragraph 37 of these covenants.

SCHEDULE "C"

Terms of payment of the balance of the purchase price:

SCHEDULE "D"

RIDEAU FOREST WELL DRILLING COMPLIANCE AND INSPECTION PROGRAM

STATEMENT OF INTENT:

The Purchaser acknowledges his obligation under this Agreement (Paragraph 14(a)) 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 affect 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 Rideau Forest Development Ltd., of the intention to drill a well and the identity of the well-driller, in writing at P.O. Box 1172, 5542 Ann Street, Manotick, Ontario, K4M 1A9, at least 72 hours prior to the commencement of any drilling or other work on the site;
- 4) Grants to Rideau Forest Development Ltd., and/or its designated agent the right to attend on site prior to, during, and after any well drilling activity or supervise and inspect all work and to ensure compliance with all well drilling requirements;
- 5) Grants to Rideau Forest Development Ltd., 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 Rideau Forest Development Ltd., in connection with the construction and/or maintenance of a well at the Purchaser's own expense as soon as practically possible.

All costs of supervision, inspection, testing and monitoring shall be at the expense of Rideau Forest Development Ltd.

Purchaser specifically acknowledges that damages for breach of the covenants and restrictions contained herein shall not be sufficient compensation to either Rideau Forest Development Ltd., or any other owner in the development. The 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.

The 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 a compliance with the prevailing requirements.

It is agreed that nothing set out in this document imposes any obligation, legal or otherwise, on Rideau Forest Development Ltd., 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. Rideau Forest Development Ltd., assumes no responsibility of any nature for any owner's compliance with well construction requirements.

SCHEDULE "E"

CONDITIONS