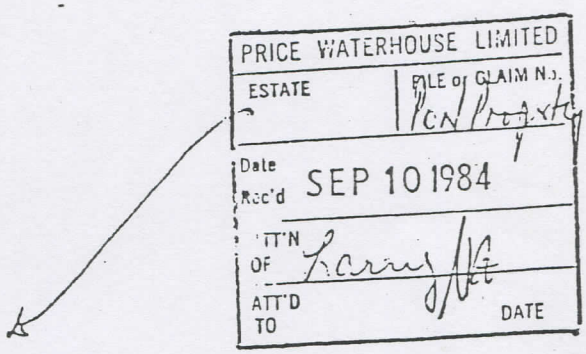
CORPORATION OF THE TOWN OF NEWCASTLE

PLANNING AND DEVELOPMENT DEPARTMENT
HAMPTON, ONTARIO L0B 1J0

T. T. EDWARDS, M.C.I.P., Director
TEL. (416)263-2231

September 6, 1984

Price Waterhouse Limited
Suite 1600
Mississauga Executive Centre
Two Robert Speck Parkway
MISSISSAUGA, Ontario
L4Z 1H8



ATTENTION: L. Huizingh

Dear Sir:

RE: PORT OF NEWCASTLE
OUR FILE: DEV 77-25

Thank you for your letter of August 10, 1984 and let me take this opportunity to apologize for my delay in responding thereto. Unfortunately when your letter was received, I was on vacation and the letter was left for a response upon my return given my intimate knowledge of the particular application.

Your letter indicates that all of the property owned by the Windsweep Corporation is to be listed for sale, and as I understand it, this would include the larger agricultural holdings located to the west of the area covered by the Development Agreement with the Town of Newcastle. If this is the case, I would note for your information that a rezoning and subsequent development agreement would be required for the majority of the lands, however, insofar as the lands covered by the existing agreement are concerned, it is my understanding that once executed by the Bank and registered against title of the lands, could be acted upon by a prospective purchaser.

I would also note that the lands covered by the Agreement are included in the (H)-Holding zone within By-law 84-63 of the Town of Newcastle, and prior to actual development of the lands, the Holding prefix would have to be removed by by-law. It would be the owner's responsibility to apply to the Town for removal of the Holding prefix which I would advise, could only be done at such time as all necessary agreements with the Town and the Region of Durham have been executed and registered, and all monies required pursuant to

...2

those agreements, paid in accordance with the terms of such agreements.

At this point in time, I am unaware of any agreement having been executed with the Regional Municipality of Durham and I can only assume that that would be the responsibility of the new owners to negotiate.

I trust that this information is of assistance.

Yours truly,

T.T. Edwards, M.C.I.P.
Director of Planning

TTE*jip

REGIONAL CLERK'S DEPT.
RECEIVED

CORPORATION OF THE

TOWN OF NEWCASTLE

ZONING BY-LAW

84-63



PUBLIC NOTICE

NOTICE OF THE PASSING OF ZONING BY-LAW BY THE CORPORATION OF THE TOWN OF NEWCASTLE

TAKE NOTICE that the Council of the Corporation of the Town of Newcastle passed By-law 84-63 on the 10th day of September, 1984 under Section 34 of the Planning Act, 1983.

AND TAKE NOTICE that any person or agency may appeal to the Ontario Municipal Board in respect of the By-law by filing with the Clerk of the Corporation of the Town of Newcastle, not later than the 15th day of October, 1984, a Notice of Appeal setting out the objection to the By-law and the reasons in support of the objection.

By-law 84-63 is a Comprehensive Zoning By-law regulating the use of land, the erection of buildings or structures, the type of construction, the height, bulk, location, size, floor area, spacing, external design, character and use of buildings or structures in the Town of Newcastle.

By-law 84-63 applies to all lands located within the Corporate limits of the Corporation of the Town of Newcastle.

By-law 84-63 was given first reading on May 14, 1984 and was published as a supplement to the Canadian Statesman and Newcastle Independent on May 30, 1984. Public information sessions were held in various locations throughout the Town of Newcastle on June 5, 6, 7 and 8, 1984 and a public meeting of the Town's General Purpose and Administration Committee was held on July 3rd, 1984. As a result of the public input received throughout this process, Council on July 23, 1984 and September 4, 1984, resolved to modify By-law 84-63 prior to second and third reading which was given on September 10, 1984.

Copies of the complete By-law as finally passed by Council are

INDEX

SECTION 1	TITLE, AREA RESTRICTED AND APPLICATION OF BY-LAW
SECTION 2	DEFINITIONS
SECTION 3	GENERAL ZONE PROVISIONS
SECTION 4	ZONES AND ZONE MAPPING
SECTION 5	ENVIRONMENTAL PROTECTION (EP) ZONE
SECTION 6	AGRICULTURAL (A) ZONE
SECTION 7	RURAL CLUSTER (RC) ZONE
SECTION 8	RESIDENTIAL ESTATE (RE) ZONE
SECTION 9	RESIDENTIAL HAMLET (RH) ZONE
SECTION 10	RESIDENTIAL MOBILE HOME PARK (RM) ZONE
SECTION 11	RESIDENTIAL SHORELINE (RS) ZONE
SECTION 12	URBAN RESIDENTIAL TYPE ONE (R1) ZONE
SECTION 13	URBAN RESIDENTIAL TYPE TWO (R2) ZONE
SECTION 14	URBAN RESIDENTIAL TYPE THREE (R3) ZONE
SECTION 15	URBAN RESIDENTIAL TYPE FOUR (R4) ZONE
SECTION 16	GENERAL COMMERCIAL (C1) ZONE
SECTION 17	NEIGHBOURHOOD COMMERCIAL (C2) ZONE
SECTION 18	HAMLET COMMERCIAL (C3) ZONE
SECTION 19	SPECIAL PURPOSE COMMERCIAL (C4) ZONE
SECTION 20	SPECIAL PURPOSE COMMERCIAL (C5) ZONE
SECTION 21	SERVICE STATION COMMERCIAL (C6) ZONE
SECTION 22	SERVICE STATION COMMERCIAL (C7) ZONE

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permissable in the zone in which it is located and that all other applicable provisions of this By-law are complied with.

ii) Notwithstanding the provisions of Subsection 3.7 (a) above, where a lot has been created prior to the date of passage of this By-law, which does not have frontage on an improved public street and such lot fronts on a private right-of-way registered on title and provides legal ingress and egress to an improved public street, the provisions of this by-law shall not apply to prevent the issuance of a building permit provided the use of such building or structure is permissible in the zone in which it is located, and that all other applicable provisions of this by-law are complied with.

d. PRIVATE, STREET

Notwithstanding the provisions of Subsection 3.7 (a) above, the provisions of this by-law shall not apply to prevent the erection or use of a building on a lot which has frontage on a Private Street where such street existed at the date of passage of this by-law, or where such street is shown on a site plan approved pursuant to By-law 79-151 of the Town of Newcastle, as amended, or any successor thereto.

3.8 HEIGHT EXCEPTIONS

Notwithstanding the height provisions herein contained, nothing in this By-law shall apply to prevent the erection, alteration, or use of the following buildings or structures, provided the principal use is a use permitted within the Zone in which it is located, namely: a church spire, a belfry, a flag pole, a clock tower, a chimney, a water tank, a windmill, a radio or television tower or antenna, air conditioner duct, grain elevator, a barn or silo, incidental equipment required for processing of materials associated with a principal use, and, external equipment associated with internal building equipment.

3.9 HOLDING ZONE

Unless otherwise specified within the respective zone regulations, where the zone symbol shown on a Schedule to this By-law is preceded by the letter (H), the use of the lands shall be limited to existing uses and the non-residential uses permitted by the Agricultural (A) Zone. The (H) Holding symbol may be removed upon Council being satisfied that the uses to be permitted will be adequately serviced, the lands to be used have adequate access, prior uses of the land will not prevent the use of the land for the purposes intended by the By-law, that the lands and proposed uses will be adequately protected from any physical or man-made hazard or conditions associated with the lands and that agreements in respect of such matters and the associated financial requirements where required, have been executed with the Town of Newcastle and/or the Regional Municipality of Durham.

3.10 HOME OCCUPATION

The following regulations apply to dwelling units wherein a home occupation is permitted:

a. There shall be no display, other than a sign erected in conformity with the By-laws of the Town, to indicate to persons outside that any part of the dwelling unit or lot is being used for a purpose other than residential.

b. Such home occupation shall be clearly secondary to the main residential use and shall not change the residential character of the dwelling unit nor create or become a public nuisance due to traffic, noise and hours of operation.

c. Such home occupation shall not interfere with television or radio reception of others in adjacent buildings or structures.

d. Not more than twenty-five (25) percent of the total floor area of the dwelling unit shall be used for the purposes of the home occupation use and such home occupation shall be conducted within the principal residence.

e. Parking shall be provided in accordance with Section 3.14.

f. There shall be no outside storage of goods or materials associated with a home occupational use.

3.11 LOADING SPACE REGULATIONS

a. LOADING SPACE REQUIREMENTS

Loading or unloading spaces are required under this By-law, in accordance with the Loading Space Requirement Table set forth herein, and the owner of every building or structure

floor area, such additional loading spaces related to that addition shall be provided as required by paragraph (a) of this Subsection.

3.12 MULTIPLE ZONES ON ONE LOT

Where a lot is divided into more than one zone under the provisions of this By-law, each such portion of the said lot shall be used in accordance with the Zone Provisions of this By-law for the applicable Zones established hereunder. Where a lot is divided into more than one zone the zone boundary shall be interpreted to be a lot line as defined herein for the purposes of interpreting zone requirements and general provisions of this By-law with the exception being, that where a portion of the said lot is zoned Environmental Protection, that portion of the lot may be included for the purposes of calculating lot area and shall not affect the yard requirements provided that the use of that portion of the lot complies, in all other respects, with the provisions of the Environmental Protection (EP) Zone.

3.13 OFFENSIVE TRADE

Except as may otherwise be specifically permitted under this By-law, no use shall be permitted which, from its nature or the materials used therein, is declared by the Durham Regional Board of Health or Council of the Town to be an offensive or noxious trade, business or manufacture under The Public Health Act, as amended.

3.14 PARKING AREA REGULATIONS

a. PARKING SPACE REQUIREMENTS

Parking spaces and areas are required under this By-law, in accordance with the Parking Space Requirement Table, and the owner of every building or structure erected or used for any of the purposes hereinafter set forth shall provide and maintain on the same lot, for the sole use of the owner, occupant or other persons entering upon or making use of the said premises, from time to time, parking spaces and areas accordingly. For the purposes of this By-law, each parking space shall be 6 metres in length and 3 metres in width.

Notwithstanding the foregoing, where parking spaces are proposed to be located in a location other than on the same lot as the use requiring such spaces, then such shall be located not more than 150 metres from the same lot, and shall be located within the same zone as the said lot.

PARKING SPACE REQUIREMENT TABLE

TYPE OR NATURE OF USE	MINIMUM OFFSTREET PARKING REQUIREMENTS
Assembly Hall, Auditorium, Arena, Community Centre, Place of Entertainment, Place of Worship, Private Club or other similar places of assembly not otherwise specified herein.	The greater of a. one parking space per five fixed seats or three metres of bench seating or portion thereof; or, b. one parking space per nine square metres of gross floor area; or, c. one parking space for each four persons that may be legally accommodated at any one time.
Bank, Business and/or Professional Office, Retail Commercial Establishment, Personal Service Shop, including a Home Occupation.	One parking space for each 30 square metres of gross floor area of the building directly related to the specified permitted use.
Bowling Alley	Three parking spaces for each bowling lane.
Curling Rink	Four parking spaces for each curling sheet plus such additional parking as is required for a lounge licensed in accordance with the Liquor Licence Act of Ontario.
Dry Cleaners Establishment	One parking space for each 10 sq. metres or fraction thereof of gross floor area with a minimum requirement of four spaces.
Eating Establishment and Eating Establishment Take-out	One for each 7 square metres of total floor area accessible to the public.
Eating Establishment, Drive-In	Ten (10) Spaces, plus one for each 5 square metres of total floor area accessible to the public.

NG STRIP REGULATIONS

OCATION

the interior side or rear lot line in a Commercial or rial Zone abuts a Residential Zone, a planting strip ing such abutting lot line, or portion thereof, shall vided on the lot within the Commercial or Industrial ith a minimum width of 3.0 metres.

CONTENTS

in this By-law a planting strip is required to be ded and maintained, such planting strip may consist of of trees or a continuous unpierced hedgerow of reens or shrubs, not less than 1.5 metres high, at ing, immediately adjacent to the lot line or portion of along which such planting strip is required nder. The remainder of the strip shall be used for no purpose than the planting of shrubs, flower beds, or a combination thereof.

LANDSCAPED OPEN SPACE SUPPLEMENT

nting strip referred to in this Subsection may form a of any landscaped open space required by this By-law.

USES

ovisions of this By-law shall not apply to prohibit e of any lot or the erection or use of any building ructure for the purposes of public services provided Corporation of the Town of Newcastle, any School or any Public Authority including any department of gional Municipality of Durham or any Department or ry of the Government of Canada or Ontario, or any vation Authority established by the Government of o, and, for the purposes of this Section shall e Ontario Hydro, any telephone, cable television or aph company and any natural gas distribution system ed by a Company distributing gas to the residents of wn, which company possesses all the necessary powers, , licences and franchises.

ION OF REQUIREMENTS

ll change the purpose for which any lot or building ect any building, or structure, or addition to any ding or structure, or sever any lands from any if the effect of such action is to cause the oining, remaining or new building or lot to be in of this By-law.

ING REQUIREMENTS

ise provided herein, no residential building or be erected and no use may be established in any the lot upon which it is situated is serviced by a le water supply system installed in accordance with nts of the Public Health Act and a private sanitary l system installed in accordance with the of the Ministry of the Environment.

K REQUIREMENTS

ng any provision of this By-law to the contrary, the imum setbacks shall apply to the specified buildings s:

ll buildings from an Environmental rotection (EP) Zone unless such uilding is located upon a lot located ithin a registered plan of subdivision r a plan of subdivision draft approved rior to the date of passing of this y-law 3 metres

ll buildings from watercourses ot located within an Environmental rotection (EP) Zone 30 metres

on-farm related residential uildings from existing gricultural buildings, housing ivestock and not located on the ame lot. 300 metres

otwithstanding the foregoing, the provisions of bsection (c) shall not apply to residential ildings located on existing lots of record or lots thin a registered plan of subdivision or plan of

SECTION 4

ZONES AND ZONE MAPPING

ZONES

For the purposes of this By-law, the following zones are used and the same are established within the defined areas on the Schedules attached hereto.

SECTION	ZONE SYMBOL	ZONE TITLE
5	EP	ENVIRONMENTAL PROTECTION
6	A	AGRICULTURAL
7	RC	RESIDENTIAL CLUSTER
8	RE	RESIDENTIAL ESTATE
9	RH	RESIDENTIAL HAMLET
10	RM	RESIDENTIAL MOBILE HOME
11	RS	RESIDENTIAL SHORELINE
12	R1	URBAN RESIDENTIAL TYPE ONE
13	R2	URBAN RESIDENTIAL TYPE TWO
14	R3	URBAN RESIDENTIAL TYPE THREE
15	R4	URBAN RESIDENTIAL TYPE FOUR
16	C1	GENERAL COMMERCIAL
17	C2	NEIGHBOURHOOD COMMERCIAL
18	C3	HAMLET COMMERCIAL
19	C4	SPECIAL PURPOSE COMMERCIAL
20	C5	SPECIAL PURPOSE COMMERCIAL (SERVICED)
21	C6	SERVICE STATION COMMERCIAL
22	C7	SERVICE STATION COMMERCIAL (SERVICED)
23	M1	LIGHT INDUSTRIAL
24	M2	GENERAL INDUSTRIAL
25	M3	EXTRACTIVE INDUSTRIAL

ZONING MAPS

The extent and boundaries of the said zones are shown on the Schedules attached hereto which form part of this By-law. Such zones are described on the Schedules by the appropriate zone symbol.

4.1 SPECIAL EXCEPTIONS

A number of the zones set out in this By-law and listed above, contain a section which describes "special exceptions". Special exceptions are indicated on the Schedules to this By-law by adding a dash (-) and a number to the basic zone symbol (for example, R1-3).

Where a special exception is applied to a lot, such lot may only be used in accordance with the special exceptions described in the text. Where there is a conflict between a special exception and any other section of this By-law, the special exception shall apply. Where the special exception is silent on any matter, the provisions of this By-law shall apply.

SECTION 5

5. ENVIRONMENTAL PROTECTION (EP) ZONE

5.1 PERMITTED USES

No person shall within an Environmental Protection (EP)

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or structu
x) Parking (m

6. AGRICULTURAL (A) ZONE

6.1 PERMITTED USES

No person shall withi
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except as specified

a. Residential Uses

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ii) one additiona
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iii) a converted d
iv) a home occupa
provisions of

b. Non-Residential

i) cemeteries
prior to th
ii) conservatio
iii) a farm;
iv) a wayside p
provisions
as amended;
v) commercial
vi) fur farms;
vii) riding and
viii) public fair
ix) seasonal fa

c. Holding Zone

Where the zone s
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6.2 REGULATIONS FOR RESID

a. Non-farm resident
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b. Notwithstanding
have a minimum t

6.3 REGULATIONS FOR NON-R

a. Lot Area (minimu

b. Lot Frontage (mi

i) Farm exclusiv
buildings
ii) All other per

c. Yard Requirement

i) Front Yard
ii) Exterior Side
iii) Interior Side
iv) Rear Yard

d. Lot Coverage (max

e. Landscaped Open

f. Building Height

i) Buildings Acce
ii) All Others

subdivision draft approved, prior to the date of passing of this By-law. Nor shall they apply where an agricultural building housing livestock is located within the limits of the Urban Areas of Courtice, Bowmanville and Newcastle Village as designated by an approved Official Plan.

3.20 SIGHT TRIANGLES

On a corner lot, within the triangular space formed by the street lines and a line drawn from a point in one street line to a point in the other street line, each such point being 9 metres measured along the street line from the point of intersection of the street lines, no motor vehicle, as defined in the Highway Traffic Act, as amended, shall be parked, no building or structure which would obstruct the vision of drivers of motor vehicles shall be erected, and, no land shall be used for the purposes of growing shrubs or trees in excess of 0.75 metres in height.

3.21 SIGNS

The provisions of this By-law shall not apply to prevent the erection, alteration or use of any sign provided such sign complies with the By-laws of the Town regulating signs.

3.22 SPECIAL USES PERMITTED

a. A tool shed, construction trailer, scaffold or other building or structure incidental to construction is permitted in all Zones within the Town on the lot where it is situated and only for so long as it is necessary for the work in progrees and until the work is completed or abandoned. For the purpose of this section, abandoned shall mean the failure to proceed expeditiously with the construction work.

b. In addition, the use of temporary living quarters on a lot for residential purposes may be permitted on a temporary basis, for a period not to exceed six (6) months, while a permitted dwelling is under construction, provided that said temporary living quarters shall be removed from the said lot immediately after the expiration of this six (6) month period or with the occupation of the new dwelling, whichever occurs first. Notwithstanding the time limitation of this provision, subject to the approval of Council, temporary living quarters may be used for a period exceeding the six (6) months permitted herein.

c. In addition, Council may authorize, by resolution, the use of lands for special events, the duration of which shall not exceed seven (7) consecutive days or seven (7) days total in any one calendar year.

3.23 THROUGH LOTS

Where a lot, which is not a corner lot, has lot frontage on more than one street, the front yard requirements contained herein shall apply on each street in accordance with the provisions of the Zone or Zones in which such lot is located.

SECTION 4

ZONES AND ZONE MAPPING

ZONES

For the purposes of this By-law, the following zones are used and the same are established within the defined areas on the Schedules attached hereto.

SECTION	ZONE SYMBOL	ZONE TITLE
5	EP	ENVIRONMENTAL PROTECTION
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10	RM	RESIDENTIAL MOBILE HOME
11	RS	RESIDENTIAL SHORELINE
12	R1	URBAN RESIDENTIAL TYPE ONE
13	R2	URBAN RESIDENTIAL TYPE TWO
14	R3	URBAN RESIDENTIAL TYPE THREE
15	R4	URBAN RESIDENTIAL TYPE FOUR
16	C1	GENERAL COMMERCIAL

Zone use any land or erect, alter or use any building or structure except as specified hereunder, namely:

a. Residential Uses

1) prohibited

b. Non-Residential Uses

1) greenbelt park, golf courses and driving ranges exclusive of buildings, conservation, forestry, bird sanctuaries, wildlife reserves or other similar uses which provide for the preservation of the natural environment;

ii) a farm exclusive of any buildings or structures associated therewith.

iii) flood and erosion control works.

5.2 SPECIAL EXCEPTIONS - ENVIRONMENTAL PROTECTION (EP) ZONE

5.2.1 ENVIRONMENTAL PROTECTION EXCEPTION (EP-1) ZONE

Notwithstanding Section 5.1, those lands zoned EP-1 on the Schedules to this By-law shall be subject to the following regulations:

a. Permitted Uses

i) Retail Commercial Store including accessory offices
ii) Commercial Offices
iii) Marina
iv) Private Club
v) Park (public or private)
vi) Water Purification Plant and Pumping Station
vii) Parking Areas

b. Zone Regulations

i)	Block Area (minimum) exclusive of water surface areas	54000 square metres
ii)	Building Coverage (minimum)	10 percent
iii)	Landscaped Area (minimum)	50 percent
iv)	Floor Areas:	
	- Retail Commercial Stores (Total combined maximum)	400 square metres
	- Commercial Offices (Total combined maximum)	60 square metres
v)	Building Height (maximum)	10.5 metres
vi)	Separation between buildings or structures (minimum)	2.5 metres
vii)	Separation between buildings or structures and any private driveway, roadway or lane	6.0 metres
viii)	Separation between buildings or structures and any public road (minimum)	7.5 metres
ix)	Separation between buildings or structures and any lot line abutting public lands, buildings or structures	4.0 metres
x)	Parking (minimum)	332 spaces

SECTION 6

6. AGRICULTURAL (A) ZONE

6.1 PERMITTED USES

No person shall within the Agricultural (A) Zone, use any land or erect, alter or use any building or structure except as specified hereunder:

a. Residential Uses

i) one single detached dwelling;
ii) one additional single detached dwelling provided that such dwelling is used by persons employed on the lot, and provided that the lot is not less than 20 hectares in area;
iii) a converted dwelling;
iv) a home occupation use in accordance with the provisions of Section 3.10

b. Non-Residential Uses

i) cemeteries and places of worship which existed prior to the date of passing of this By-law;
ii) conservation and forestry;
iii) a farm;
iv) a wayside pit or quarry in accordance with the provisions of The Pits And Quarries Control Act, as amended;

12	R1	URBAN RESIDENTIAL TYPE ONE
13	R2	URBAN RESIDENTIAL TYPE TWO
14	R3	URBAN RESIDENTIAL TYPE THREE
15	R4	URBAN RESIDENTIAL TYPE FOUR
16	C1	GENERAL COMMERCIAL
17	C2	NEIGHBOURHOOD COMMERCIAL
18	C3	HAMLET COMMERCIAL
19	C4	SPECIAL PURPOSE COMMERCIAL
20	C5	SPECIAL PURPOSE COMMERCIAL (SERVICED)
21	C6	SERVICE STATION COMMERCIAL
22	C7	SERVICE STATION COMMERCIAL (SERVICED)
23	M1	LIGHT INDUSTRIAL
24	M2	GENERAL INDUSTRIAL
25	M3	EXTRACTIVE INDUSTRIAL

ZONING MAPS

The extent and boundaries of the said zones are shown on the Schedules attached hereto which form part of this By-law. Such zones are described on the Schedules by the appropriate zone symbol.

4.1 SPECIAL EXCEPTIONS

A number of the zones set out in this By-law and listed above, contain a section which describes "special exceptions". Special exceptions are indicated on the Schedules to this By-law by adding a dash (-) and a number to the basic zone symbol (for example, R1-3).

Where a special exception is applied to a lot, such lot may only be used in accordance with the special exceptions described in the text. Where there is a conflict between a special exception and any other section of this By-law, the special exception shall apply. Where the special exception is silent on any matter, the provisions of this By-law shall apply.

SECTION 5

5. ENVIRONMENTAL PROTECTION (EP) ZONE

5.1 PERMITTED USES

No person shall within an Environmental Protection (EP)

b. Non-Residential Uses

i) cemeteries and places of worship which existed prior to the date of passing of this By-law;
ii) conservation and forestry;
iii) a farm;
iv) a wayside pit or quarry in accordance with the provisions of The Pits And Quarries Control Act, as amended;
v) commercial kennels;
vi) fur farms;
vii) riding and boarding stables;
viii) public fairgrounds;
ix) seasonal farm produce sales outlet.

c. Holding Zone

Where the zone symbol shown on a Schedule to this by-law is preceded by the letter (H), the use of the lands shall be limited to conservation and forestry uses.

6.2 REGULATIONS FOR RESIDENTIAL USES

a. Non-farm residential buildings and structures on lots which predate the passing of this By-law, farm-related residences and residential buildings and structures on lots which are created by severance in accordance with the Durham Regional Official Plan, shall comply with the Zone requirements set out in Section 9.2 of this By-law. Notwithstanding the foregoing, where an additional single detached dwelling is provided, said dwelling shall have a total floor area of not less than 60 square metres.

b. Notwithstanding the above, converted dwellings shall have a minimum total floor area of 60 square metres.

6.3 REGULATIONS FOR NON-RESIDENTIAL USES

a.	Lot Area (minimum)	40 hectares
b.	Lot Frontage (minimum)	
	i) Farm exclusive of residential buildings	10 metres
	ii) All other permitted uses	100 metres
c.	Yard Requirements (minimum)	
	i) Front Yard	15 metres
	ii) Exterior Side Yard	15 metres
	iii) Interior Side Yard	15 metres
	iv) Rear Yard	15 metres
d.	Lot Coverage (maximum)	5 Percent
e.	Landscaped Open Space (minimum)	10 Percent
f.	Building Height (maximum)	
	i) Buildings Accessory to a Farm	No Restriction
	ii) All Others	10 metres

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...townhouse dwelling
...rted dwelling
...ding house
...ex dwelling; and

...ntial Uses

...of worship, subject to the zone regulations ...t in Section 12.2 in respect of a single ...ed dwelling.

DUPLEX DWELLING, CONVERTED DWELLING,

(minimum)	550 square metres
...ge (minimum)	20 metres
...irements (minimum)	
Yard	6 metres
...or Side Yard	6 metres
...or Side Yard	
...n width shall be 3.2 metres on one side, 1.5 ... on the other side, plus 0.6 metres on the ... side for each additional or partial storey ...the second.	
...ard	10 metres
...oor Area (minimum) for a ...welling or a dwelling unit ...converted dwelling	60 square metres
...age (maximum)	45 percent
...ed Open Space (minimum)	30 percent
...Height (maximum)	10.5 metres

...OR STREET TOWNHOUSE DWELLINGS

...(minimum)	170 square metres
...or Lot	280 square metres
...ior Lot	
...tage (minimum)	
...for Lot	6 metres
...ior Lot	10 metres
...uirements (minimum)	
... Yard	6.0 metres
...ior Side Yard	1.5 metres, nil where building has a common wall with any building on an adjacent lot located in an R-3 zone
...ior Side Yard	4.5 metres
... Yard	7.5 metres
... Unit Area (minimum)	85 square metres
...rage (maximum)	50 percent
...ed Open Space (minimum)	30 percent
... Height (maximum)	10.5 metres

...OR LINK TOWNHOUSE DWELLING

... (maximum)	40 units per ha
...ntage (minimum)	13.5 metres
...quirements (minimum)	
... Yard	6.0 metres
...rior Side Yard	4.5 metres
...rior Side Yard	6.0 metres
... Yard	7.5 metres
...g Unit Area (minimum)	85 square metres
...erage (maximum)	40 percent
...ped Open Space (minimum)	40 percent
...g Height (maximum)	10 metres

...RVICING REQUIREMENT

...ding or structure may be erected and no use may ...blished in the Urban Residential Type Three ...ne unless the lot upon which it is situated is ...d by municipal sewage and water systems which ...fficient capacity to accommodate the proposed

...ions do not apply to prevent the

14.6.4 URBAN RESIDENTIAL EXCEPTION (R3-4) ZONE

Notwithstanding the provisions of Section 14.4, those lands zoned R3-4 on the Schedules to this By-law shall be subject to the following zone regulations:

a. Dwelling Units (maximum)	63 link townhouse units
b. Lot Frontage (minimum)	nil where access provided from a private road
c. Yard Requirements (minimum)	nil provided the specified building separation standards are complied with
d. Building Separation (minimum)	
i) Separation between buildings or structures	2.5 metres
ii) Separation between buildings or structures and any private driveway, road or lane	6.0 metres
iii) Separation between buildings or structures and any public road	7.5 metres
iv) Separation between buildings or structures and any lot line abutting public lands, buildings or structures	4.0 metres
e. Dwelling Unit Area (minimum)	33.5 square metres
f. Lot Coverage (maximum)	25 percent
g. Landscaped Open Space (minimum)	40 percent
h. Building Height (maximum)	10.5 metres
i. Parking (minimum)	90 spaces

14.6.5 URBAN RESIDENTIAL EXCEPTION (R3-5) ZONE

Notwithstanding the provisions of Section 14.1 and 14.4, those lands zoned R3-5 on the Schedules to this By-law may only be used in accordance with the following zone regulations:

i) PERMITTED USES

a. a street townhouse dwelling

b. a semi-detached dwelling

c. a single detached dwelling

ii) REGULATIONS FOR RESIDENTIAL USES

Single detached and semi-detached dwellings shall be subject to the zone regulations for such dwellings set out by Section 13.4.2 of this By-law for the R2-2 zone. Street Townhouse dwellings shall be subject to the following zone regulations:

a. Lot Area (minimum)	
i) Interior Lot	167.0 square metres
ii) Exterior Lot	278.0 square metres
b. Dwelling Unit Area (minimum)	83.0 square metres
c. Building Height (maximum)	10.5 metres
d. There shall be no more than ten (10) attached street townhouses in one continuous row	

14.6.6 URBAN RESIDENTIAL EXCEPTION (R3-6) ZONE

Notwithstanding the provisions of Section 14.4, those lands zoned R3-6 on the Schedules to this By-law shall be subject to the following zone regulations:

a. Dwelling Units (maximum)	4 link Townhouse Dwelling Units
b. Lot Area (minimum)	2900 square metres
c. Lot Frontage (minimum)	9.0 metres
d. Frontyard Setback from any R1 Zone (minimum)	15.0 metres
e. Interior Sideyard (minimum)	12.0 metres
f. Rearyard (minimum)	15.0 metres
g. Dwelling Unit Area (minimum)	110 square metres

c. Yard Requirements (minimum
i) Front Yard
ii) Interior Side Yard
iii) Exterior Side Yard
iv) Rear Yard

d. Dwelling Unit Area (minimu
i) Bachelor Dwelling Unit
ii) One Bedroom Dwelling Un
iii) Two Bedroom Dwelling Un
iv) Dwelling Unit Containin
or more bedrooms

pl
be

e. Lot Coverage (maximum)

f. Landscaped Open Space (min

g. Building Height (maximum)

h. Building Height Exemption
i) A building in excess of
provided that the appli
shall be increased dire
increase in building he

i. Yard Requirement Exemptio

i) Where an apartment bui
commercial zone the ya
commercial zone shall
building in excess of
applicable yard requir
direct proportion to t
height above 12 metres

ii) Where a lot zoned R4 a
the minimum interior a
shall be 3.0 metres an
that yard abutting the

15.3 MUNICIPAL SERVICING REQUIREMEN

No buildings or structures may
established in the Urban Resid
unless the lot upon which it i
municipal sewage and water sys
capacity to accommodate the pr

15.4 SPECIAL EXCEPTIONS - URBAN RES

15.4.1 URBAN RESIDENTIAL EXCEPTI

Notwithstanding Section 1
on the Schedules to this
the following zone regula

a. Dwelling Units (maximu

b. Parking Spaces (minimu

c. Rear Yard (minimum)

d. Dwelling Unit Area (m
i) One Bedroom Dwellin
ii) Two Bedroom Dwellin

15.4.2 URBAN RESIDENTIAL EXCEPT

Notwithstanding Section
on the Schedules to this
the following zone regul

a. Dwelling Units (maxim

b. Lot Frontage (minimum

c. Parking (minimum)

d. Dwelling Unit Area (m
i) One Bedroom Dwellin
ii) Two Bedroom Dwellin

15.4.3 URBAN RESIDENTIAL EXCEPT

Notwithstanding Sections
zoned R4-3 on the Schedu
subject to the following

a. Lot Area (minimum)

b. Dwelling Units (maxim

c. Yard Requirements (mi
i) Front Yard

ceiling of such units is located above finished grade adjacent to the exterior wall of such unit.

15.4.5 URBAN RESIDENTIAL EXCEPTION (R4-5) ZONE

Notwithstanding Section 15.2, those lands zoned R4-5 on the Schedules to this By-law shall be subject to the following zone regulations:

a. Dwelling Units (maximum)	70 units
b. Lot Frontage (minimum)	nil where access provided from a private road
c. Yard Requirements (minimum)	nil provided the specified building separation standards are complied with
d. Building Separation (minimum)	
i) Separation between buildings or structures	2.5 metres
ii) Separation between buildings or structures and any private driveway, road or lane	6.0 metres
iii) Separation between buildings or structures and any public road	7.5 metres
iv) Separation between buildings or structures and any lot line abutting public lands, buildings or structures	4.0 metres
e. Dwelling Unit Area (minimum)	33.5 square metres
f. Lot Coverage (maximum)	25 percent
g. Landscaped Open Space (minimum)	40 percent
h. Building Height (maximum)	10.5 metres
i. Parking (minimum)	50 spaces

SECTION 16

GENERAL COMMERCIAL (C1) ZONE

16.1 PERMITTED USES

No person shall within the General Commercial (C1) Zone use any land or erect, alter or use any building or structure except as specified hereunder:

a. Residential Uses

i) dwelling units existing at the date of passing of this By-law; and
ii) dwelling units as part of a building containing a permitted non-residential use(s).

b. Non-Residential Uses

i) assembly hall;
ii) bakery shop;
iii) business, professional or administration office;
iv) day nursery;
v) dry cleaners distribution centre;
vi) eating establishment;
vii) eating establishment, take-out;
viii) taxi stand;
ix) laundry - coin-operated;
x) library;
xi) medical or dental clinic;
xii) nursing home;
xiii) parking lot;
xiv) place of entertainment;
xv) place of worship;
xvi) printing or publishing establishment;
xvii) private club;
xviii) retail commercial establishment;
xix) school, commercial;
xx) service shop, light;
xxi) service shop, personal;
xxii) shopping centre containing any of the uses listed in this section;
xxiii) supermarket;
xxiv) tavern;
xxv) theatre; and
xxvi) veterinary clinic.

c. HOLDING ZONE - where the zone symbol shown on a Schedule to this By-law is preceded by the letter (H) the use of the lands shall be limited to dwelling units existing at the date of passing of the By-law. The (H) Holding symbol may be removed upon Council being satisfied that the uses to be permitted will be

requirements set out in Section 3 of this By-law, those lands zoned C1-1 on the Schedules to this By-law shall be exempted from parking and loading space requirements.

16.5.2 GENERAL COMMERCIAL EXCEPTION (C1-2) ZONE

Notwithstanding Section 16.4 above, those lands zoned C1-2 on the Schedules to this By-law, no building or structure may be erected and no use may be established in the C1-2 zone unless the lot upon which it is situated is serviced by a municipal water system and a private waste disposal system which complies with the regulations of the Ministry of the Environment.

16.5.3 GENERAL COMMERCIAL EXCEPTION (C1-3) ZONE

Notwithstanding Sections 16.2, those lands zoned (C1-3) on the Schedules to this By-law shall be subject to the following zone regulations:

a. Yard Requirements (minimum)	
i) Front Yard	20 metres
ii) Exterior Side Yard	20 metres
iii) Interior Side Yard	7.5 metres except that where a side lot line abuts a residential zone the minimum interior side yard shall be 15 metres.
iv) Rear Yard	10.5 metres except that where a rear lot line abuts a residential zone the minimum rear yard shall be 15 metres.
b. Building Height (maximum)	10.5 metres
c. Lot Coverage (maximum)	35 Per Cent
d. Landscaped Open Space (minimum)	an area 1.5 metres in depth abutting every exterior lot line except where such area is occupied by a driveway or walkway.

SECTION 17

17. NEIGHBOURHOOD COMMERCIAL (C2) ZONE

17.1 PERMITTED USES

No person shall, within a Neighbourhood Commercial (C2) Zone, use any land or erect, alter or use any building or structure except as specified hereunder:

a. Residential Uses

Residential uses are prohibited except where a dwelling unit is located within a portion of a non-residential building permitted within the Neighbourhood Commercial (C2) Zone.

b. Non-Residential Uses

i) a convenience store;
ii) a service shop, personal.

17.2 REGULATIONS FOR RESIDENTIAL USES

a. Dwelling Unit in Portion of Non-Residential Building

A maximum of one dwelling unit for each non-residential use shall be permitted in a portion of a non-residential building permitted within the Neighbourhood Commercial (C2) Zone in accordance with the requirements of the said zone and the total floor area requirement set out in the R4 Zone.

17.3 REGULATIONS FOR NON-RESIDENTIAL USES

a. Lot Area (minimum)	1000 square metres
b. Lot Frontage (minimum)	30 metres
c. Yard Requirements (minimum)	
i) Front Yard	10 metres
ii) Exterior Side Yard	10 metres
iii) Interior Side Yard	Minimum interior side yard width shall be 4 metres except where the interior side lot line abuts a Residential Zone, in which case the minimum interior side yard width shall be 10 metres.
iv) Rear Yard	10 metres
d. Lot Coverage (maximum)	50 percent
e. Landscaped Open Space (minimum)	30 percent
f. Building Height (maximum)	10 metres
g. Floor Area (maximum)	500 square metres

19.4.1 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-1) ZONE

Notwithstanding Section 19.1, those lands zoned C4-1 on the Schedules to this By-law may only be used for the purposes of a veterinary clinic. The placement of buildings and structures shall be subject to the zone regulations set out in Section 19.3.

19.4.2 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-2) ZONE

Notwithstanding Section 19.1, those lands zoned C4-2 on the Schedules to this By-law may only be used for a building supply outlet. The placement of buildings and structures shall be subject to the zone regulations set out in Section 19.3.

19.4.3 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-3) ZONE

Notwithstanding Section 19.1, those lands zoned C4-3 on the Schedules to this By-law may only be for a motor vehicle towing establishment and for the temporary storage and/or repair of motor vehicles provided that said vehicles are stored within a fenced enclosure and provided that no vehicle is stored for more than thirty (30) days.

19.4.4 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-4) ZONE

Notwithstanding Section 19.1, those lands zoned C4-4 on the Schedules to this By-law may only be used for a motor vehicle sales establishment. The placement of buildings and structures shall be subject to the zone regulations set out in Section 19.3.

19.4.5 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-5) ZONE

Notwithstanding Section 19.1, those lands zoned C4-5 on the Schedules to this By-law may only be used as a recreational vehicle sales establishment. The placement of buildings and structures shall be subject to the zone regulations set out in Section 19.3.

19.4.6 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C4-6) ZONE

Notwithstanding Section 19.1, those lands zoned C4-6 on the Schedules to this By-law may only be used for an eating establishment. The placement of buildings and structures shall be subject to the zone regulations set out in Section 19.3.

SECTION 20

20. SPECIAL PURPOSE COMMERCIAL (C5) ZONE

20.1 PERMITTED USES

No person shall within a Special Purpose Commercial (C5) Zone use any land or erect, alter or use any building or structure except as specified hereunder:

a. Residential Uses

1) prohibited

b. Non-Residential Uses

1) any non-residential use permitted in a Special Purpose Commercial (C4) Zone.

20.2 REGULATIONS FOR NON-RESIDENTIAL USES

No person shall, within a Special Purpose Commercial (C5) Zone, use any land or erect, alter or use any building or structure except in accordance with the zone regulations for Non-Residential uses as specified by Section 19.3 of this By-law.

20.3 MUNICIPAL SERVICING REQUIREMENT

a. No building or structure may be erected and no use may be established in the Special Purpose Commercial (C5) Zone unless the lot upon which it is situated is serviced by municipal sewage and water systems which have sufficient capacity to accomodate the proposed use.

b. Subsection a. above does not apply to prevent the erection of a building or structure accessory to any use permitted in this zone which existed legally on the date of passing of this By-law.

c. Subsection a. above does not apply to prevent the change in use of a building or structure which was being used for a permitted use on the date of passing

20.4.6 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C5-6) ZONE

Notwithstanding Section 20.1 and 20.2, those land zoned C5-6 on the Schedules to this By-law shall subject to the following zone regulations:

20.4.6 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C5-6) ZONE

a. Permitted Uses

i) One (1) assembly hall/conference centre consisting a maximum of sixteen (16) motel/hotel units and including accessory retail commercial stores, commercial offices, offices and eating establishments.
ii) Retail Commercial stores including eating establishments.
iii) Park (public or private)
iv) Parking Areas
v) A maximum of thirteen (13) residential dwellings as part of a non-residential building

b. Zone Provisions

i) Block Area (minimum)	8000 square metres
ii) Building Coverage (maximum)	25 percent
iii) Lanscaped Area (minimum)	40 percent
iv) Floor Areas:	
- Retail Commercial Stores and Offices (Total combined maximum)	1245 square metres
- Residential dwelling unit (minimum)	33.5 square metres
- Hotel/Motel Unit (minimum)	20 square metres
v) Building Height (maximum)	10.5 metres
vi) Separation between buildings or structures (minimum)	2.5 metres
vii) Separation between buildings or structures and any private driveway, roadway or lane	6.0 metres
viii) Separation between buildings or structures and any public road (minimum)	7.5 metres
ix) Separation between buildings or structures and any lot line abutting public lands, buildings or structures	4.0 metres
x) Parking (minimum)	46 spaces

20.4.7 SPECIAL PURPOSE COMMERCIAL EXCEPTION (C5-7) ZONE

Notwithstanding Section 3.6 and 20.1 those lands zoned C5-7 on the Schedules to this by-law shall be subject to the following zone regulations:

a. Lot Area (minimum) 3500 square metres

b. Lot Frontage (minimum) 30 metres

SECTION 21

21. SERVICE STATION COMMERCIAL (C6) ZONE

21.1 PERMITTED USES

No person shall, within a Service Station Commercial (C6) Zone, use any land or erect, alter or use any building or structure except as specified hereunder.

a. Residential Uses

i) a dwelling unit located within a portion of a non-residential building permitted within the Service Station Commercial (C6) Zone;
ii) a single detached dwelling that is accessory to a permitted non-residential use.

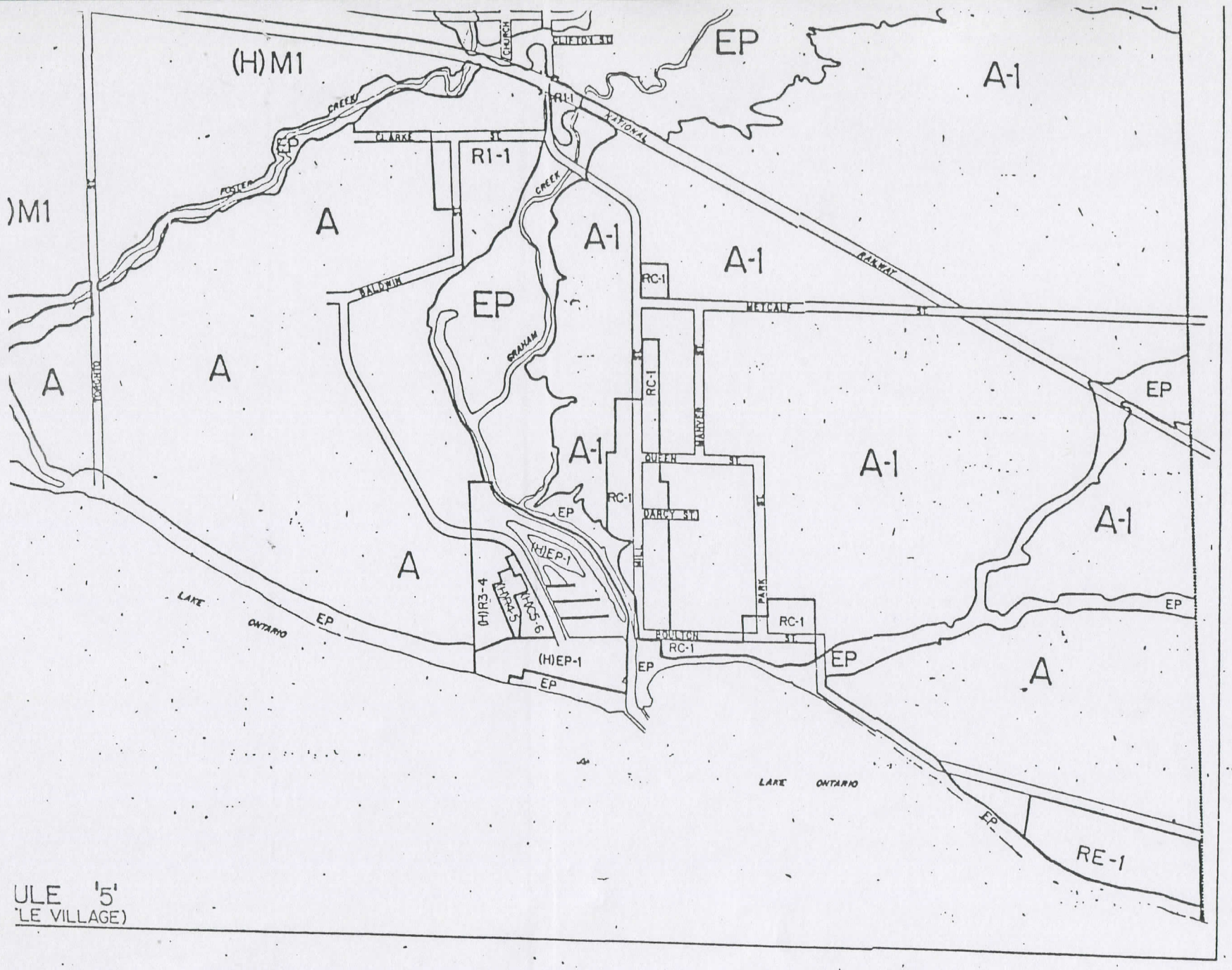
b. Non-Residential Uses

i) Motor Vehicle Fuel Bar;
ii) Motor Vehicle Service Station; and
iii) the retail sale of confectionary items, sundry foods and promotional items as an accessory use to a permitted use, but excluding facilities for the preparation of foods.

21.2 REGULATIONS FOR RESIDENTIAL USES

a. Dwelling Unit in Portion of Non-Residential Building

A maximum of one dwelling unit may be permitted in a portion of a non-residential building permitted within the Service Station Commercial (C6) Zone in accordance with the zone requirements of the non-residential



ULE '5'
'LE VILLAGE)

CORPORATION OF THE TOWN O
NEWCASTLE
NEWCASTLE VILLAGE
(FORMER TOWNSHIP OF CLARKE)

THIS IS SCHEDULE '5'
TO BY-LAW 84-63
PASSED THIS 10th DAY
OF SEPTEMBER, 1984

4-E-5

This Indenture

made in duplicate the 18th day of November
one thousand nine hundred and eighty-three.

In Pursuance of the Short Forms of Conveyances Act:

Between

ONTARIO HYDRO

hereinafter called the Grantor

OF THE FIRST PART

-and-

PRICE, WATERHOUSE LIMITED, as Trustee of the Estate of The Windsweep Corporation, a bankrupt,

hereinafter called the Grantee

OF THE SECOND PART

Witnesseth that in consideration of other good and valuable consideration and the sum of TWO ($2.00) DOLLARS

now paid by the said Grantee to the said Grantor, the receipt whereof is hereby by him acknowledged, he the said Grantor DOTH GRANT unto the said Grantee in fee simple

THOSE lands and premises located in the following municipality, namely, in the Town of Newcastle, in the Regional Municipality of Durham (formerly in the Township of Clarke, in the County of Durham) and being ~~composed of~~ more particularly described in Schedule "A" annexed hereto.

SCHEDULE "A"

THOSE lands and premises located in the following municipality, namely, in the Town of Newcastle, in the Regional Municipality of Durham (formerly in the Township of Clarke, in the County of Durham) and being composed of

FIRSTLY:

Part of Lot 28, Concession 1, and part of C.G. Hanning's Plan of the Village of Newcastle, in the said Town of Newcastle, now designated as Parts 1, 2 and 3 on a Reference Plan deposited in the Land Registry Office for the Registry Division of Newcastle (No.10) as Plan 10R-928; and more particularly described in Schedule "B" attached

SECONDLY:

Part of Lot 28, Concession 1, and part of C.G. Hanning's Plan of the Village of Newcastle, in the said Town of Newcastle, now designated as Parts 4, 5 and 6 on an Expropriation Plan registered in the Land Registry Office for the Registry Division of Newcastle (No.10) as Plan 88213; and more particularly described in Schedule "B" attached, and

THIRDLY:

Part of Lot 28, Concession 1, and part of C.G. Hanning's Plan of the Village of Newcastle, in the said Town of Newcastle, now designated as Part 2 on a Reference Plan deposited in the Land Registry Office for the Registry Division of Newcastle (No. 1) as Plan 10R-1100; and more particularly described in Schedule "B" attached

RESERVING UNTO the Grantor, its successors and assigns, the right, privilege and easement in perpetuity over Part 2 on Plan 10R-928 and Part 5 on Expropriation Plan 88213, for the purposes and on the same terms and conditions as set out in Schedule "C" attached.

Pursuant to subsection 21 of section 49 of The Planning Act (R.S.O. 1980), I certify that the CONSENT of the Land Division Committee, Regional Municipality of Durham was given on 27 June 1983 to the transaction to which the within instrument relates.

Subsection 3 or 8 of section 29 of The Planning Act applies to any subsequent conveyance or transaction of or in relation to the parcel of land being the subject of this consent.

Dated this 1st day of December 1983 — S Parker
Secretary-Treasurer

Application No. D 217/83

with respect only to easement over Part 2 Plan 928, and Part 5 Expropriation Plan 88213 SP

THIS SCHEDULE IS SCHEDULE "A" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November - 1982.

LEGAL DESCRIPTION OF SAID LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Newcastle in the Regional Municipality of Durham (formerly in the Village of Newcastle Geographic Township of Clarke) and being composed of part of Lot Twenty-Eight (28) in the Broken Front Concession in the former Village of Newcastle, now within the limits of the Town of Newcastle, in the Regional Municipality of Durham now designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20 on a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-1285.

SUBJECT TO an easement in favour of Her Majesty the Queen, In Right of Canada, as represented by the Minister of the Department of Public Works on, over, under and through that part of said Lot 28 in the Broken Front Concession, and more particularly designated as Part 1 according to a Plan of Survey deposited in the Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-225.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

MAYOR

CLERK

BONDHEAD DEVELOPMENT CORP.

PRES

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES SEC

THIS SCHEDULE IS SCHEDULE "A-1" to the Agreement whcih has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

LEGAL DESCRIPTION
DEVELOPER'S OTHER LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Newcastle in the Regional Municipality of Durham (formerly in the Village of Newcastle, Geographic Township of Clarke) and being composed of Part of Lot Twenty-Eight (28), all of the original Road Allowance between Lots 28 and 29 (formerly Baldwin Street) which is now closed and all of Lot Twenty-Nine (29) and Lot Thirty (30), all in the Broken Front Concession in the Former Village of Newcastle now within the limits of the Town of Newcastle in the Regional Municipality of Durham, now designated as Parts 1,2,3,4,5,6,8,9, 10,11 and 12 on a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as number 10R-149;
SUBJECT TO AN EASEMENT in favour of Her Majesty the Queen, In Right of Ontario, as represented by the Minister of the Environment, over, along, under and upon that part of Lots 29 and 30 in the said Broken Front Concession and more particularly designated as Parts 6 and 7 according to a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as number 10R-127;
AND SUBJECT TO AN EASEMENT in favour of the Regional Municipality of Durham over that part of the said Lot 29 in the Broken Front Concession and more particularly designated as Part 1 according to a Land Plan designated in the Land Registry Office for the Registry Division of Newcastle (No. 10) as number 90915.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward R. Wolfrom
Acting MAYOR

David J. Clarke
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER

SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES

SEC.

THIS SCHEDULE IS SCHEDULE "A-2" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

LEGAL DESCRIPTION
DEDICATIONS

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Town of Newcastle, in the Regional Municipality of Durham (formerly in the Village of Newcastle Geographic Township of Clarke), and being composed of part of Village Lot 58, 59 & 60, fronting on Baldwin Street, Block 35, part of Village Lot 58, fronting on Church Street, Block 35, part of Village Lot 51, 52, 53, 54 and 55, fronting on Church Street, Block 36, part of Village Lot 52, fronting on Mill Street, Block 36, all of Village Lots 40, 41, 42, 43, 44, 45, Block 43, all of Village Lots 1, 2, 3, 4, 5 and 6, fronting on Silver Street, Block 45, all of Village Lots 1,2,3,4,5 and 6, fronting on Gold Street, Block 45, all of Village Lots 36, 37, 38 and 39, Block 45, all of Village Lots 1, 2, 3, 4 and 5, fronting on Gold Street, Block 47, all of Village Lots 1,2,3,4 and 5, fronting on Metcalfe Street, Block 47, all of Village Lots 33, 34 and 35, Block 47, all of Silver Street between said Blocks 43 and 45, all of Gold Street between said Blocks 45 and 47, and part of unsubdivided Lot 28 in the First Concession of the said former Geographic Township of Clarke, all according to C. G. Hanning's Plan of the said former Village of Newcastle, more particularly described as follows;

FIRSTLY All of Parts 1,2,3,7,8,9 and 10 according to a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-

SECONDLY All of Parts 4, 5 and 6 according to a Plan of Expropriation registered in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 88213.

THIRDLY All of Part 2 according to a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-1100.

SUBJECT TO an easement in favour of Ontario Hydro over that portion of the hereinabove described lands more particularly designated as Part 2 and Part 9 according to Plan 10R- , aforesaid, and Part 5 according to Plan of Expropriation 88213 aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward D. McCormack
acting MAYOR

Janice Clarke
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

SCHEDULE "B"

FIRSTLY :

Part of Lots 44 and 45 Block 43 fronting on Silver Street, Part of Lots 51, 52, 53, 54 and 55 Block 36 fronting on Church Street, Part of Lot 52, Block 36 fronting on Mill Street, on C.G. Hanning's Plan of the Village of Newcastle; Part of Township Lot 28, Concession 1, designated as Part 1 on Plan 10R-928

Part of Lots 58, 59 and 60 Block 35 lying immediately east of the west limit of Lot 28, Concession 1, Part of Lot 58, Block 35 fronting on Church Street, Part of Lot 45 Block 43 fronting on Silver Street, Part of Lot 6 Block 45 fronting on Silver Street, Part of Lot 6 Block 45 fronting on Gold Street, Part of Lot 5 Block 47 fronting on Gold Street, Part of Silver Street and part of Gold Street, on C.G. Hanning's Plan of the Village of Newcastle; Part of Township Lot 28, Concession 1, designated as Part 2 on Plan 10R-928

Part of Lot 5 Block 47 fronting on Gold Street, Part of Lot 5 Block 47 fronting on north side of Metcalf Street, on C.G. Hanning's Plan of the Village of Newcastle; Part of Township Lot 28, Concession 1, designated as Part 3 on Plan 10R-928

SECONDLY :

Part of Lot 35 in Block 47, on Plan of the Village of Newcastle by C.G. Hanning, designated as Part 4 on Expropriation Plan 88213

Lots 40 and 41 and part of Lots 42, 43, 44 and 45, all in Block 43; Lots 1, 2, 3, 4, 5 and part of Lot 6 on Silver Street, Lots 1, 2, 3, 4, 5 and part of Lot 6 on Gold Street; Lots 36, 37, 38 and 39 on Mill Street, all in Block 45; Part of Lots 1, 2, 3, 4 and 5 on Gold Street, Part of Lot 35 on Mill Street, all in Block 47; Part of Silver and Gold Streets, on Plan of the Village of Newcastle by C.G. Hanning, designated as Part 5 on Expropriation Plan 88213

Part of Lots 42, 43, 44 and 45 all in Block 43, on Plan of the Village of Newcastle by C.G. Hanning, designated as Part 6 on Expropriation Plan 88213

THIRDLY :

Lots 1, 2, 3, 4 and 5 on Metcalf Street, Lots 1, 2, 3, 4 and 5 on Gold Street, Lots 33 and 34 on Mill Street, all in Block 47, C.G. Hanning's Plan designated as Part 2 on Plan 10R-1100

THIS SCHEDULE IS SCHEDULE "B" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

AFFIDAVIT OF OWNERSHIP

I, MICHAEL PETER STARR SPEARING, of the City of Toronto, in the Municipality of Metropolitan Toronto, SOLEMNLY DECLARE, that:

1. I am Secretary of The Windsweep Corporation, and as such have knowledge of the matters herein deposed to.

2. That Bondhead Development Corp. is a subsidiary of The Windsweep Corporation.

3. That The Windsweep Corporation is the owner of the lands described in Schedule "A" and "A-1" to the said Agreement and that The Windsweep Corporation has an interest in the lands described in Schedule "F" to the said Agreement, pursuant to an Agreement of Purchase and Sale between the registered owner, Ontario Hydro, and The Windsweep Corporation (formerly Windsweep Farms (1965) Limited).

4. That there are no other mortgagees, other than those named in the said Agreement as parties, namely The Bank of Nova Scotia and the Ontario Development Corporation.

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE me at the City of Toronto in the Municipality of Metropolitan Toronto this 1ST day of NOVEMBER, 1982

A Commissioner, etc.

ELFRIEDE KATHARINA ALEXANDER, a Commissioner for taking Affidavits, Judicial District of York, for McKeown, Yoerger, Spearing, Barristers & Solicitors. Expires March 14th, 1985.

MICHAEL P. S. SPEARING

SCHEDULE "C"

1. To erect, maintain, operate, repair, replace, relocate reconstruct and remove at any time and from time to time in, over, along, upon and under the land herein referred to as "the strip" an electrical transmission line or lines consisting of all necessary or convenient towers, poles, anchors with all guys braces, wires, cables and associated material and equipment (all or any of which works are herein called "the line");

2. To erect, maintain and use bridges and such gates in all fences which are now or may hereafter be on the strip as Ontario Hydro may from time to time consider necessary;

3. To install below the surface of the strip, at a sufficient depth so as not to interfere with any agricultural operation and maintain and use an underground conductor or conductors for grounding purposes, with necessary grounding electrodes, when and where required within the strip;

4. To mark the location of the line under the strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Grantee/~~Transferee~~ shall make of the strip;

5. To cut and prune selectively trees and shrubs on the strip and keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the line;

6. Subject to payment of compensation therefor, to cut prune, and remove if necessary, trees located outside the strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

7. To conduct engineering and legal surveys and make soil tests in, on and over the strip;

8. To clear the strip and keep it clear of all buildings, structures or other obstructions of any nature whatever, including removal of any materials which in the opinion of Ontario Hydro are hazardous to the line. Notwithstanding the foregoing, in all cases where in the sole discretion of Ontario Hydro the safe operation and maintenance of the line is not endangered or interfered with, the Grantee/~~Transferee~~ from time to time, or the person or persons entitled thereto, may with prior written approval of Ontario Hydro at his or their own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines, and fences on or under the strip or any portion thereof, provided that prior to commencing any such installation, the Grantee/~~Transferee~~ shall give to Ontario Hydro 30 days' notice in writing so as to enable Ontario Hydro to have a representative inspect the site and be present during the performance of the work and that the Grantee/~~Transferee~~ complies with any instructions that may be given by any such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere wit the line.

9. To enter on and to pass and repass at any and all time in, over, along and upon the strip for the servants, agents, contractors and subcontractors of Ontario Hydro with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted/~~transferred~~ subject to payment by Ontario Hydro of compensation for any crop or other damage to the person entitled thereto caused by the exercise of the right of entry and passageway.

(For Use Under Land Titles Act & Registry Act)
AMENDED AUGUST 1981

BYE & DURHAM CO. LIMITED
FORM NO. 813

PLANNING ACT AFFIDAVIT

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO Part of Lot 28, Concession 1, and part of C.G. Hanning's Plan of the Village of Newcastle, in the Town of Newcastle, in the Regional Municipality of Durham (formerly Twp. Clarke, in the County of Durham) now designated as Parts 1 and 3 on Plan No. 10R-928 and Parts 4 and 6 on Expropriation Plan No. 88213 and Part 2 on Plan No. 10R-1100

Deed, Transfer, Mortgage, Charge, etc

AND IN THE MATTER OF A DEED OF LAND

THEREOF, FROM ONTARIO HYDRO

TO PRICE, WATERHOUSE LIMITED

DATED November 18th, 1983.

I, FREDDA OLIVIER

of the City of Toronto in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY AS FOLLOWS:

1. I am a Land Transfer Supervisor for Ontario Hydro, the Grantor named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.

To be made by one of the parties or by his solicitor

2. A consent under section 49 of the Planning Act, as amended, in respect of the said Instrument is not required because

Delete (a) if not applicable

~~(a) the person to whom the said Instrument is granted is the owner of any land abutting the land that is being conveyed or otherwise dealt with and is exempt under Section 29(3)(b) of the said Act. Save and except a reservation for easement rights over Part 2 on Plan No. 10R-928 and Part 5 on Expropriation Plan 88213 to which Ontario Hydro has obtained Land Division Committee consent which stamp is annexed hereto.~~

State other reason if any

(a) The Grantor in the said Instrument does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land that is being conveyed or otherwise dealt with and is exempt under Section 29(3)(b) of the said Act. Save and except a reservation for easement rights over Part 2 on Plan No. 10R-928 and Part 5 on Expropriation Plan 88213 to which Ontario Hydro has obtained Land Division Committee consent which stamp is annexed hereto.

SWORN before me
at the City of Toronto
in the Municipality of Metropolitan Toronto
this 2nd
day of December, 19 83.

Fredda Olivier
FREDDA OLIVIER

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

JANICE ANN BOYD, a Commissioner, etc., Province of Ontario, for Ontario Hydro. Expires October 18th, 1985.

DYE & DURHAM CO. LIMITED
FORM NO. 2

TO HAVE AND TO HOLD unto the said Grantee, his heirs, executors, administrators, successors and assigns to and for their sole and only use forever;
SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said Grantor COVENANTS with the said Grantee that he has the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantor.

AND that the said Grantee shall have quiet possession of the said lands free from all encumbrances.

AND the said Grantor COVENANTS with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor COVENANTS with the said Grantee that he has done no act to encumber the said lands.

AND the said Grantor RELEASES to the said Grantee ALL his claims upon the said lands.

PROVIDED that in construing these presents the words "Grantor" and "Grantee" and the pronouns "he", "his" or "him" relating thereto and used therewith shall be read and construed as "Grantor" or "Grantors", "Grantee" or "Grantees", and "he", "she", "it" or "they", "his", "her", "its" or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the said Grantor has caused this Indenture to be executed by affixing its corporate seal attested by the signatures of its proper officers duly authorized in that behalf.

~~IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.~~

SIGNED, SEALED AND DELIVERED
In the Presence of

ONTARIO HYDRO

P. G. Campbell
Executive Vice-President

c/s

SECRETARY

ONTARIO HYDRO
NOV 25 1982
J. Olson
REAL ESTATE SERVICES DIV
Mar 26 1983
Rosemary Kitos

LAND TRANSFER TAX ACT

Revised October, 1981.
Refer to all instructions on Reverse Side.

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* Part Lot 28, Con. 1, and part of C.G. Hanning's Plan of the Village of Newcastle, in the Town of Newcastle, in the Regional Municipality of Durham

BY *(print names of all transferors in full)* ONTARIO HYDRO

TO *(see instruction 1 and print names of all transferees in full)* PRICE WATERHOUSE LIMITED, as Trustee of the Estate of THE WINDSWEEP CORPORATION

I, *(see instruction 2 and print name(s) in full)* JORDAN DIMOFF, of the City of Toronto, in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT:

1. I am *(place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s))*: *(see instruction 2)*

☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;

☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;

☐ (c) A transferee named in the above-described conveyance;

☒ (d) The authorized agent or solicitor acting in this transaction for Price Waterhouse Limited, as Trustee of the Estate of The Windsweep Corporation *(insert name(s) of principal(s))* described in paragraph(s) ~~(a), (b),~~ (c) above; *(strike out references to inapplicable paragraphs)*

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for ..... *(insert name(s) of corporation(s))* described in paragraph(s) (a), (b), (c) above; *(strike out references to inapplicable paragraphs)*

☐ (f) A transferee described in paragraph ( ) *(insert only one of paragraph (a), (b) or (c) above, as applicable)* and am making this affidavit on my own behalf and on behalf of ..... *(insert name of spouse)* who is my spouse described in paragraph ( ); *(insert only one of paragraph (a), (b) or (c) above, as applicable)*

and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act. *(see instruction 3)*

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. *(see instruction 4)* none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a)	Monies paid or to be paid in cash		$ 65,000.00
(b)	Mortgages (i) Assumed *(show principal and interest to be credited against purchase price)*	$ nil	
	(ii) Given back to vendor	$ nil	
(c)	Property transferred in exchange *(detail below)*	$ nil	
(d)	Securities transferred to the value of *(detail below)*	$ nil	
(e)	Liens, legacies, annuities and maintenance charges to which transfer is subject	$ nil	
(f)	Other valuable consideration subject to land transfer tax *(detail below)*	$ nil	
(g)	VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX *(total of (a) to (f))*	$ 65,000.00	$ 65,000.00
(h)	VALUE OF ALL CHATTELS — items of tangible personal property *(Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c. 454, as amended)*		$ nil
(i)	Other consideration for transaction not included in (g) or (h) above		$ ~~65,000.00~~
(j)	TOTAL CONSIDERATION		$ ~~65,000.00~~

ALL BLANKS MUST BE FILLED IN. INSERT "NIL" WHERE APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. *(see instruction 5)* n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary... none

SWORN before me at the City of Toronto in the Municipality of Metropolitan Toronto this 15 day of December 1983

A Commissioner for taking Affidavits, etc. Robert Jooa

Jordan Dimoff *(Signature(s))*

PROPERTY INFORMATION RECORD

A. Describe nature of instrument Deed

B. (i) Address of property being conveyed *(if available)* not available

(ii) Assessment Roll # *(if available)* not available

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed *(see instruction 6)*

D (i) Registration number for last conveyance of property being conveyed *(if available)*

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not Known ☐

E. Name(s) and address(es) of each transferee's solicitor

BORDEN & ELLIOT
250 University Avenue
Toronto, Ontario
M5H 3E9

For Land Registry Office use only
REGISTRATION NO.
LAND REGISTRY OFFICE NO.
REGISTRATION DATE

Deed — Page 3

AFFIDAVIT OF SUBSCRIBING WITNESS

I,

of the

in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at by

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the

this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* *Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".*

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

No. 115097
Registry Division of Newcastle (No. 10)
I CERTIFY that this instrument is registered as of
DEC 2 3 28 PM '83
In the
Land Registry Office at Bowmanville, Ontario.

Dated November 18 19 83

ONTARIO HYDRO

TO

PRICE, WATERHOUSE LIMITED, as Trustee of the Estate of The Windsweep Corporation, a bankrupt

c/o Borden Ellistt
Address: 250 University Ave
Toronto

DEED OF LAND

Dye & Durham Co. Limited, 160 Bailey Drive, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY:
Part of Lot 28, Concession 1,
Town of Newcastle (Clarke)

Ontario Hydro
Real Estate Services Div.
700 University Avenue
TORONTO, Ontario M5G 1X6

JAB: 634-16 Newcastle :NC
(The Windsweep Corporation)

REGISTRATION FEE	37.00
LAND TRANSFER TAX	340.00
RETAIL SALES TAX	

REGISTRAR'S OFFICE NO. 10

THIS SCHEDULE IS SCHEDULE "E" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

GRANTS OF EASEMENTS TO BE DEDICATED

The Developer shall deliver to the Town in a form satisfactory to the Town the following easements:

- NIL -

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward R. Woodland
acting MAYOR

CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

THIS SCHEDULE IS SCHEDULE "F" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

LANDS AND/OR CASH TO BE DEDICATED

(1) DEDICATION OF LANDS

The Developer shall deliver to the Town in a form satisfactory to the Town, deeds to the following land:

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Town of Newcastle, in the Regional Municipality of Durham (formerly in the Village of Newcastle Geographic Township of Clarke), and being composed of part of Village Lot 58, 59 & 60, fronting on Baldwin Street, Block 35, part of Village Lot 58, fronting on Church Street, Block 35, part of Village Lot 51, 52, 53, 54 and 55, fronting on Church Street, Block 36, part of Village Lot 52, fronting on Mill Street, Block 36, all of Village Lots 40, 41, 42, 43, 44, 45, Block 43, all of Village Lots 1, 2, 3, 4, 5 and 6, fronting on Silver Street, Block 45, all of Village Lots 1,2,3,4,5 and 6, fronting on Gold Street, Block 45, all of Village Lots 36, 37, 38 and 39, Block 45, all of Village Lots 1, 2, 3, 4 and 5, fronting on Gold Street, Block 47, all of Village Lots 1,2,3,4 and 5, fronting on Metcalfe Street, Block 47, all of Village Lots 33, 34 and 35, Block 47, all of Silver Street between said Blocks 43 and 45, all of Gold Street between said Blocks 45 and 47, and part of unsubdivided Lot 28 in the First Concession of the said former Geographic Township of Clarke, all according to C. G. Hanning's Plan of the said former Village of Newcastle, more particularly described as follows;

FIRSTLY All of Parts 1,2,3,7,8,9 and 10 according to a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-

SECONDLY All of Parts 4, 5 and 6 according to a Plan of Expropriation registered in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 88213.

THIRDLY All of Part 2 according to a Plan of Survey deposited in the Land Registry Office for the Registry Division of Newcastle (No. 10) as Number 10R-1100.

SUBJECT TO an easement in favour of Ontario Hydro over that portion of the hereinabove described lands more particularly designated as Part 2 and Part 9 according to Plan 10R- , aforesaid, and Part 5 according to Plan of Expropriation 88213 aforesaid.

(2) CASH IN LIEU OF LANDS - NIL -

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward R. Woodward
acting MAYOR

Donald W. Oakes
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

THIS SCHEDULE IS SCHEDULE "G" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

WORKS REQUIRED

1. STORM SEWER SYSTEM

The Developer shall construct, install, supervise and maintain a storm drainage system, satisfactory to the Town, for the removal of upstream storm water and storm water originating within the said lands, including storm sewer mains, manholes, service connections, catchbasins and leads, open channels, storm outfalls and any other appurtenances as may be required in accordance with the Town of Newcastle's Design Criteria and Standard Drawings.

The Developer agrees to produce Engineering Drawings for the storm drainage system, to the satisfaction of the Director of Public Works.

The Developer agrees to obtain any easements required external to the said lands, at no expense to the Municipality for the disposal of storm water from the said lands.

2. ROADWAYS - PUBLIC WORKS

The Developer shall construct and install the following:

a) provide for signalization of the C.N.R. underpass at Mill Street including lights, traffic detectors, signal controls, ancillary signage and pavement markings including widening and resurfacing of the northern approach area as required by the Director of Public Works and Town Council.

(b) Regrading, widening and alignment of Mill Street south of the C.N.R. underpass to the Town of Newcastle standards for 9.75 m pavement width Collector Road complete with curb and gutter, sidewalk on one side and street lighting. The intersection with Clarke St. to be realigned and the curve to the Graham Creek Bridge on Mill St. to be reconstructed with alignment and final grades to the satisfaction of the Director of Public Works and Town Council.

(c) Construction of a storm sewer system under that portion of Mill Street south of the C.N.R. line to the Graham Creek to accomodate drainage of road works and overland flows to the road allowances including head wall and outfall to the satisfaction of the Director of Public Works.

(d) To construct, to the Town of Newcastle standards, for 9.75 m pavement width rural road with ditches and street lighting as required. A collector road located on Parts 4,5,6,7 and 11 of Schedule "F" and the portions of the unopened road allowances between, which shall be extended westward into the lands described on Schedule "A-1" to meet the present alignment of road and easement joining the Harbour and Regional Water Plant to the Sewage Plant and road between Broken Front Concession and Concession 1. This road will terminate in a temporary "T" junction with private road extended south to Harbour and north to the Sewage Treatment Plant.

(e) To construct gabions or other remedial work for purposes of erosion control where the Graham Creek is adjacent to the road works described in (d) above to the satisfaction of the Director of Public Works and Ganaraska Region Conservation Authority.

(f) To construct a public walkway/bicycle path comprising 1.5 metre width of asphaltic concrete between the reconstructed intersection of Mill Street and lands shown in Schedule "A-1". The location of this walkway shall be either within the boulevard of the road described in (d) above or within the adjacent open space block which forms part of Schedule "F". The requirements for drainage, bedding and alignment of the walkway shall be to the satisfaction of the Director of Public Works.

(g) To provide for the signalization and improvement to approach ramps for the Toronto Street level rail crossing of the C.N.R. main line to the satisfaction of the Director of Public Works.

3. ROADWAYS - PRIVATE WORKS

(a) The private roadway linking the "T" intersection described in 2.(d) above to the limit of the Harbour Village lands shall be constructed to the same standard as 2(d) above, comprising 9.75 metres travelled width and rural cross section. This may be reconstructed to an urban section with the development of lands outlined in Schedule "A-1".

(b) The Developer agrees to supply, install and maintain traffic signals and permanent street-name signs, in accordance with the Town's Design Criteria and Standard Drawings and to the satisfaction of the Director of Public Works.

(c) The Developer shall provide, plant and maintain, under the supervision of a qualified nurseryman or horticulturist (and guarantee for one year from date of planting) one tree per lot, as per the Landscaping Plan and in accordance with the Town of Newcastle's Design Criteria and as approved by the Director of Public Works. Trees to be Crimson King Maple and Norway Maple or other species as approved by the Director, 6 ft. to 8 ft. in height and one-inch caliper, staked and bagged if necessary.

4. PEDESTRIAN WALKWAYS (to be revised in accordance with the proposed walkways to be installed on the park block to be dedicated to the Town)

The Developer agrees to construct, install and maintain completed pedestrian walkways, including all appurtenant fencing and lighting, in accordance with Engineering Drawings to be approved by the Director of Public Works, and shall be:

(i) paved or concrete from edge to edge;
(ii) properly drained;
(iii) properly screened with trees and shrubs; and
(iv) extended to the curb of any intersecting streets and provide appropriate curb cuts at these locations.

5. TEMPORARY TURNING CIRCLES(to be deleted if not applicable)

The Developer shall provide and grant to the Town any turning circle(s) required by the conditions of draft plan approval in accordance with the Town's Standard Drawings, and construct and maintain such turning circles in accordance with the Town's Design Criteria and Standards Drawings, approved by the Director of Public Works. Such temporary turning circle shall be shown on the final plans as a block and shall be held by the Town until the extension of street 'F' at which time the block shall be conveyed without charge to the owners of the abutting lots.

6. CONSERVATION WORKS (to be revised to reflect extent of proposed works)

In addition to the work required by the Schedule "Q", the Developer shall construct, install and maintain certain conservation works within this Plan, such as retaining walls, drainage channels and watercourse channelization works, including all appurtenant fences and all other apparatus, in accordance with the Engineering Drawings approved by the Director of Public Works.

7. LOT GRADING

The Developer agrees to rough-grade all blocks and parks, according to the Tree Preservation Plan and the Lot Grading Plan, to the satisfaction of the Director of Public Works and in the case of parks, to the satisfaction of the Director of Community Services.

Schedule "G"

All work to be completed to the Town of Newcastle's Design Criteria and Standard Drawings and as per the Engineering Drawings approved by the Director of Public Works.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED SEALED AND DELIVERED)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward R. Woodward acting MAYOR

David W. Clarke CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

THIS SCHEDULE IS SCHEDULE "H" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

UTILITIES REQUIRED AS PART OF WORKS

1. ELECTRICAL SUPPLY SYSTEM

The Developer shall arrange with the appropriate authority having jurisdiction for the design, provision and installation of an electrical supply system to serve the lands, in the locations as approved by the Director. All electrical services are to be installed underground.

The Developer shall also make any necessary arrangements with any T.V. Cable Campany in order that the installation of any such system shall take place so far as possible contemporaneously with the installation of other services so as to cause minimum disruption of municipal services.

2. STREET LIGHTING SYSTEM

The Developer shall arrange with the appropriate authority having jurisdiction for for the design, provision and installation of a complete street lighting system to serve the said Lands on behalf of the Town in whose ownership the system shall vest upon completion including all appurtenant apparatus and equipment, in the locations as approved by the Director. The Developer shall furnish written evidence satisfactory to the Director that such arrangements have been made prior to the issuance of any Authorization to Commence Works.

3. TELEPHONE SYSTEM

The Developer shall arrange with Community Telephone Limited and/or Bell Canada for the design,provision and installation of a telephone system to serve the said Lands, as approved by the Director. All telephone services are to be installed underground.

4. GAS SUPPLY SYSTEM

The Developer shall arrange with an appropriate gas company for the design, provision and installation of a complete gas supply system to serve the said Lands, including gas mains, and all appurtenant manholes, laterals, service connections, apparatus and equipment in the locations as approved by the Director.

5. CABLE TELEVISION

The Developer shall arrange with the Cable Television Company having authority to provide its services within the area of the Plan of Subdivision for the design, provision and installation of a complete cable television distribution system to serve the said Lands. All cable television services are to be installed underground.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN OF NEWCASTLE

MAYOR

CLERK

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

BONDHEAD DEVELOPMENT CORP.

PRES. SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

THIS SCHEDULE IS SCHEDULE "I" to the Agreement which has been authorized and approved by By-law No. 82-164 of the Corporation of the Town of Newcastle, enacted and passed the 1st day of November 1982.

DUTIES OF DEVELOPER'S ENGINEERS

1. DESIGN WORKS AND PRIVATE WORKS

The Developer's Engineers shall prepare the following for the approval of the Director:

(a) the Engineeering Drawings;
(b) the Grading and Drainage Plan;
(c) the Landscaping Plan;
(d) the Schedule of Work;
(e) the Staging Plan;
(f) the Works Cost Estimate; and
(g) the Stage Cost Estimate.

The approval of the Director shall not absolve the Developer or the Developer's Engineer of the responsibility for any errors or omissions in the above drawings, Plans or documents.

2. REPRESENT DEVELOPER AND OBTAIN APPROVALS

The Developer's Engineer shall act as the Developer's representative in all matters pertaining to the construction and installation of the Works and shall co-operate with the Town to obtain the necessary approvals for construction and installation.

3. PROVIDE RESIDENT SUPERVISION

The Developer's Engineer shall provide fully qualified supervisory layout and inspection staff to provide continuous service during all phases of the construction and installation of the Works and the Private Works and to perform the following:

(a) provide field layout including the provision of line and grade to the contractors and, where required, restaking; and

(b) inspect the construction and installation to ensure that all work is being performed in accordance with the contract doucments; and

(c) arrange for or carry out all necessary field testing of materials and equipment installed or proposed to be installed at the request of the Director; and

(d) provide co-ordination and scheduling of the construction and installation in accordance with the timing provision contained herein and the requirements of the Director; and

(e) investigate and report to the Director any unusual circumstances which may arise during the construction and installation; and

(f) obtain field information, during and upon completion of the construction and installation, required to modify the Engineering Drawings to produce the As-constructed drawings.

4. MAINTAIN RECORDS

The Developer's Engineer shall maintain all records pertaining to the construction and installation.

5. PROVIDE PROGRESS REPORTS

The Developer's Engineer shall provide the Director with reports on the progress of the construction and installation on a monthly basis, or at such other interval as approved by the Director.

6. PREPARE AS CONSTRUCTED DRAWINGS

The Developer's Engineer shall prepare the As-constructed Drawings for the approval of the Director.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

acting MAYOR

CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES SEC.

FILE COPIES LTD

THIS SCHEDULE IS SCHEDULE "K" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed this 1st day of November 1982.

INSURANCE POLICIES REQUIRED

1. TYPES OF COVERAGE REQUIRED

The Developer shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Municipal Teasurer and duly authorized by law to underwrite such insurance. Such policy or policies of insurance shall indemnify the Town against all damages or claims for damages for:

(a) any loss or damage that shall or may happen to any of the Works or any of the Utilities or to any part or parts thereof respectively; and

(b) any loss or damage that shall or may happen to any of the materials or any of the equipment or any other things used to construct or install any of the Works or any of the Utilities or any part or parts thereof respectively; and

(c) any injury to any person or persons including workmen employed on the said Lands and the public; and

(d) any loss or damage that shall or may result from the storage, use or handling of explosives; and

(e) any loss or damage that shall or may result from the drainage of surface waters on or from the said Lands; and

(f) any loss or damage that shall or may result from the disposal of effluent from any sewage disposal works; and

(g) any loss or damage that shall or may happen to any public road or to any other property of the Town or to the property of any other person either directly or indirectly by reason of the Developer undertaking the development of the said Lands together with any or all of the Works and Utilities pertaining thereto.

2. AMOUNTS OF COVERAGE REQUIRED

Policy or policies of insurance shall be issued jointly in the names of the Developer and the Town and shall provide the following minimum coverages:

(a) $1,000,000.00 for loss or damage resulting from bodily injury to, or death of any one person; and

(b) $2,000,000.00 for loss or damage resulting from bodily injury to, or death of, two or more persons arising out of the same accident; and

(c) $1,000,000.00 for any one occurance of property damage.

The issuance of such policy or policies of insurance shall not be construed to relieve the Developer from responsibility for other or larger claims for which it may be held responsible.

3. EXEMPTION OF COVERAGE PROHIBITED

The policy or polices of insurance shall contain no coverage exemptions or limitations for:

(a) any shoring, underpinning, raising or demolition of any building or structure; or

(b) any pile driving or caisson work; or

(c) any collapse or subsidence of any building, structure or land from any cause; or

(d) any storage, handling or use of explosives.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

MAYOR

CLERK

BONDHEAD DEVELOPMENT CORP.

PRES

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER

SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES.

SEC.

THIS SCHEDULE IS SCHEDULE "R" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed this 15th day of November 1982.

ENGINEERING AND INSPECTION FEES FOR PROPOSED PUBLIC WORKS

Estimated Costs of Works	Fees
Less than $50,000.00	Actual cost of services up to a MAXIMUM of $5,000.00
$50,000.00 to $100,000.00	$5,000.00 or 4% of the estimated cost of services - whichever is greater
$100,000.00 to $500,000.00	$5,000.00 or 3.5% of the estimated cost of services - whichever is greater
$500,000.00 to $1,000,000.00	$20,350.00 or 3% of the estimated cost of services - whichever is greater
$1,000,000.00 to $2,000,000.00	$33,000.00 or 2.5% of the estimated cost of services - whichever is greater
$2,000,000.00 to $3,000,000.00	$55,000.00 or 2.25% of the estimated cost of services - whichever is greater
$3,000,000.00 to $4,000,000.00	$74,250.00 or 2% of the estimated cost of services - whichever is greater

For the purposes of this Schedule cost estimates as specified in Schedule "J" for Hydro Distribution System shall not be included for the purposes of calculating engineering and inspection fees as contemplated by this Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward P. Belanger
acting MAYOR

Maurice Cole
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

THIS SCHEDULE IS SCHEDULE "S" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed this 6th day of September 1982.

DELINEATION OF LANDS BENEFITING FROM PROPOSED PUBLIC WORKS

The "Benefiting Area" shall be comprised of Part of Lots 25 to 32, Concession 1 and Broken Front Concession in the Geographic Township of Clarke, and shall be defined as all of those lands bounded by Provincial Highway 401 on the north, Wilmot Creek on the west, the Lake Ontario Shoreline on the south and the Road Allowance between Lots 24 and 25 on the east.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Ethel R. Hawkins
acting MAYOR

Lynda W. Pitts
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

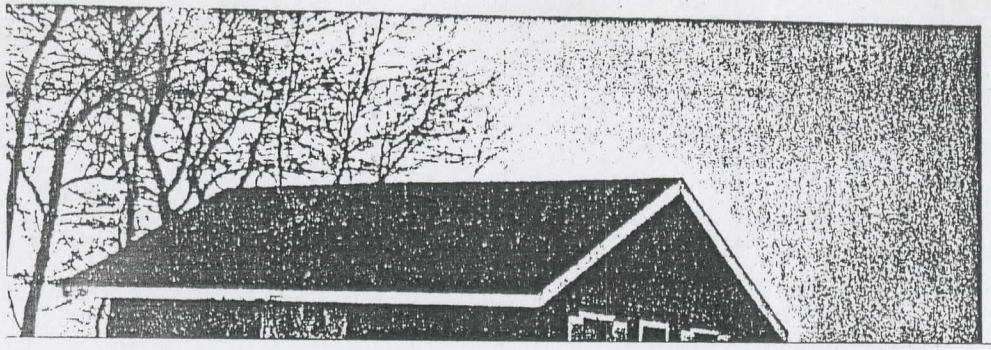
THE BANK OF NOVA SCOTIA

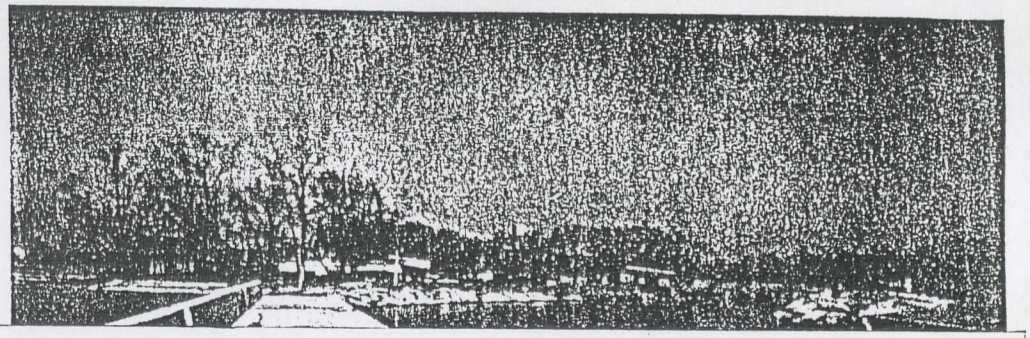
THE WINDSWEEP CORPORATION

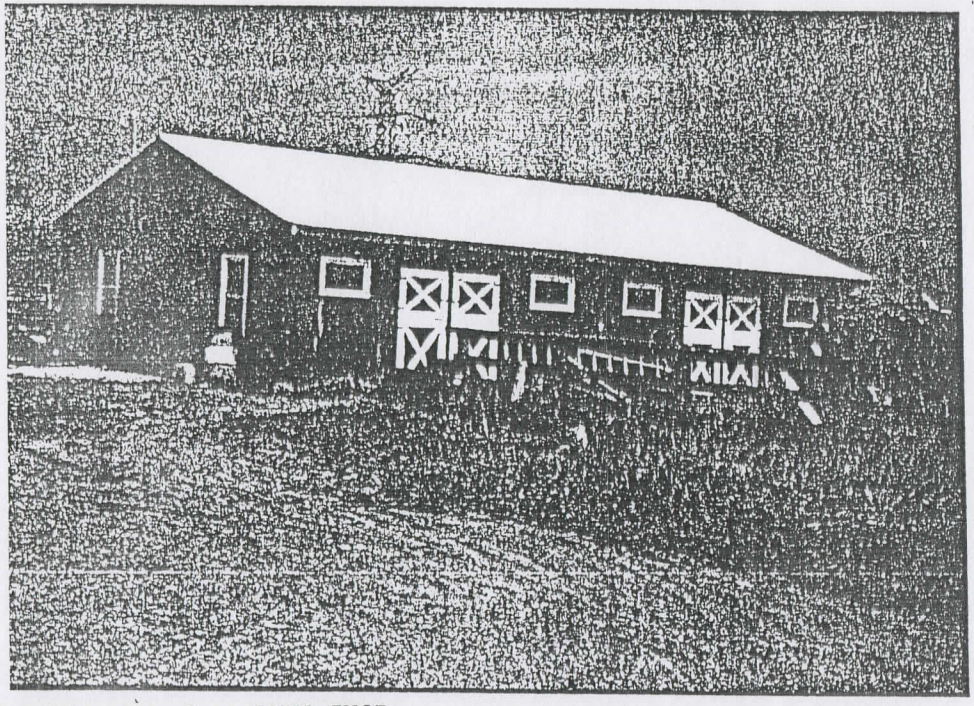
PRES. SEC.

APPENDIX 'C'

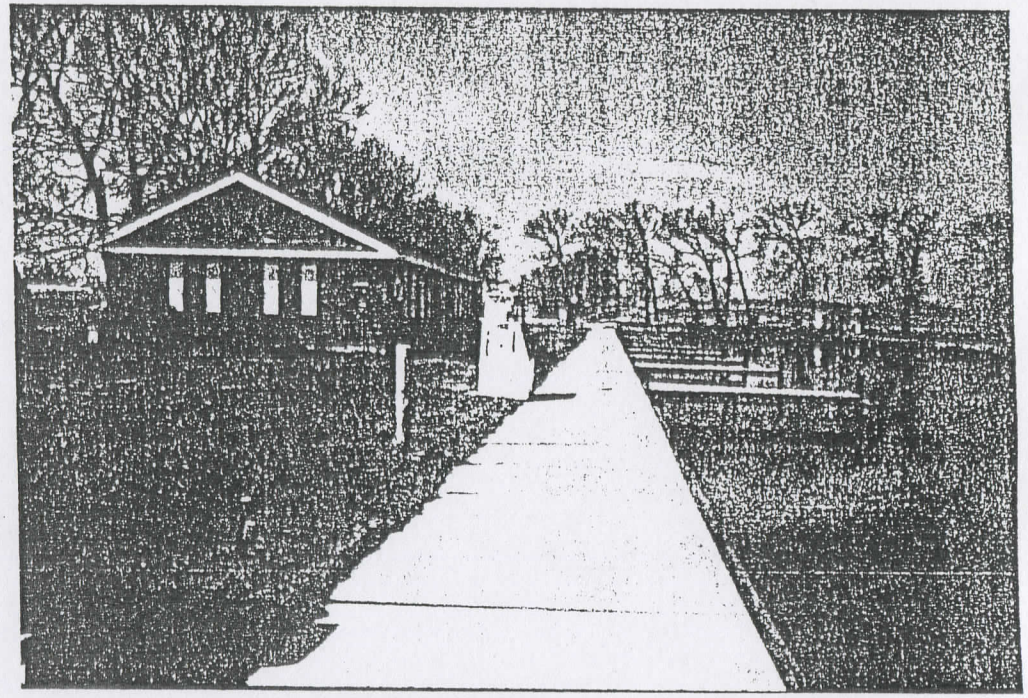
PHOTOGRAPHS





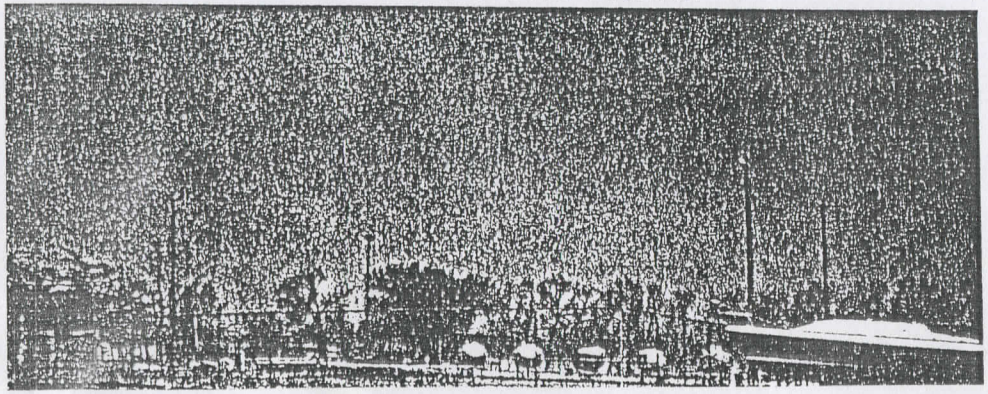


9. WORK SHOP



10. MARINA STORE

11. TENNIS COURTS & BOAT STORAGE



12. WATERFRONT



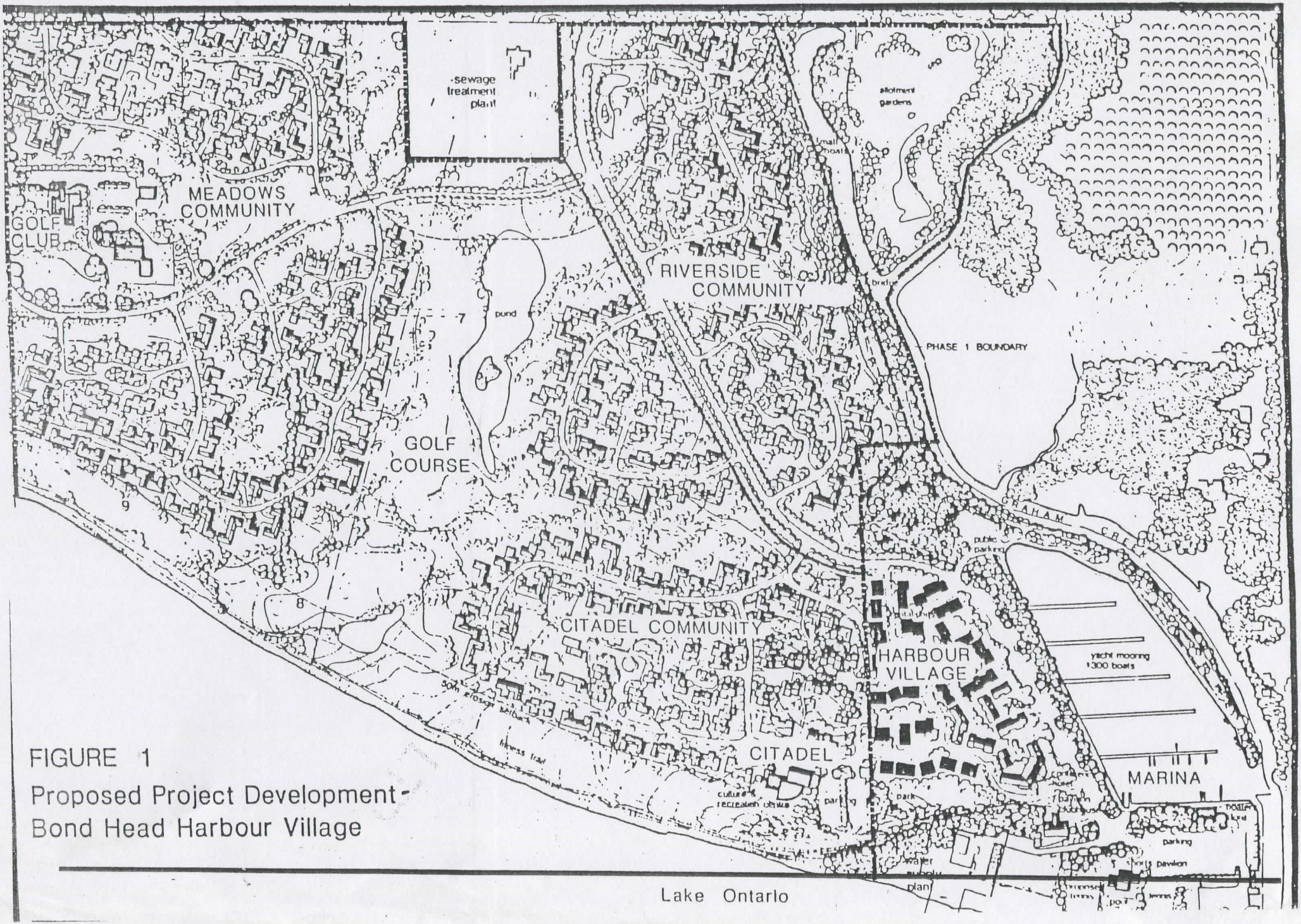
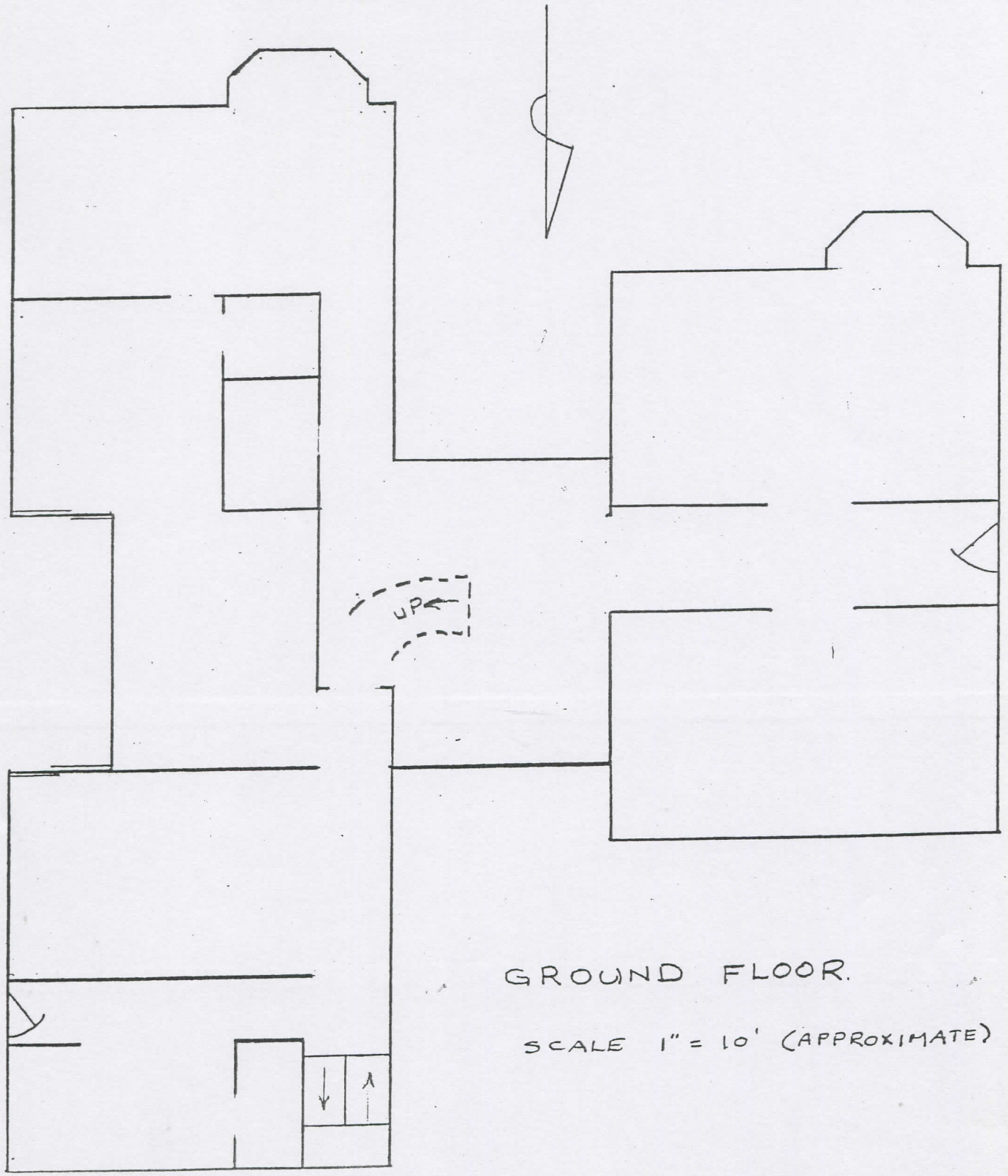


FIGURE 1

Proposed Project Development - Bond Head Harbour Village

Appendix E

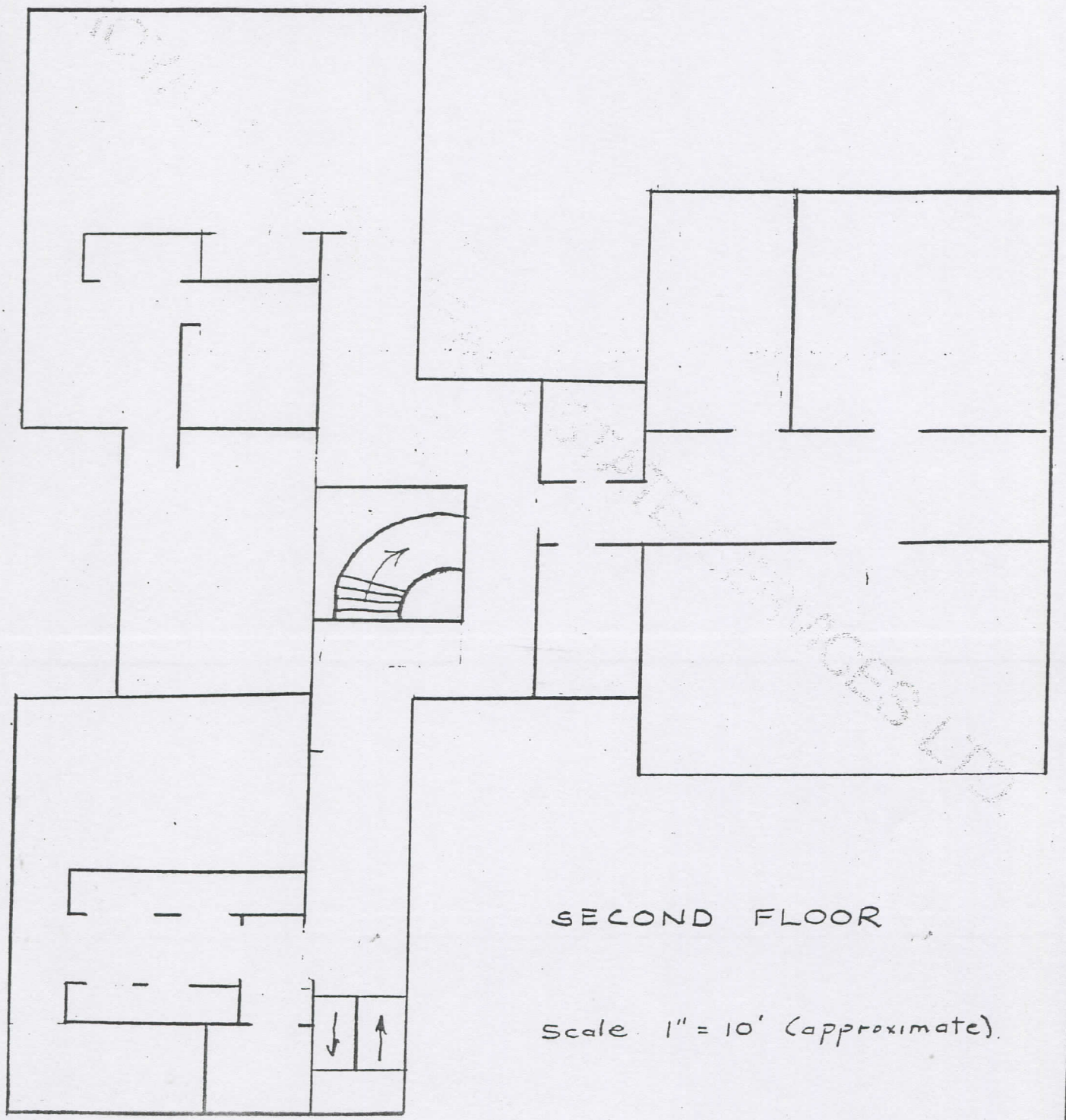
FARM HOUSE



GROUND FLOOR.

SCALE 1" = 10' (APPROXIMATE)

FARM HOUSE



SECOND FLOOR

Scale 1" = 10' (approximate)

THIS AGREEMENT made in quintuplicate this 1st day of November 1982.

B E T W E E N:

THE CORPORATION OF THE TOWN OF NEWCASTLE,
Hereinafter called the "TOWN" OF THE FIRST PART,

- and -

BONDHEAD DEVELOPMENT CORP., a subsidiary of The Windsweep Corporation, a corporation duly incorporated under the laws of the Province of Ontario, having its respective head office in the City of Toronto, in the Municipality of Metropolitan Toronto, Province of Ontario, as general partner of a limited partnership carrying on business as BONDHEAD HARBOUR VILLAGE COMPANY
Hereinafter called the "DEVELOPER" OF THE SECOND PART

- and -

ONTARIO DEVELOPMENT CORPORATION,
Hereinafter called the "MORTGAGEE" OF THE THIRD PART

- and -

THE BANK OF NOVA SCOTIA,
Hereinafter called the "MORTGAGEE" OF THE FOURTH PART

- and -

THE WINDSWEEP CORPORATION,
Hereinafter called the "OWNER" OF THE FIFTH PART

WITNESSETH THAT:

WHEREAS the lands affected by this Agreement comprise certain parcels or tracts of land and premises situate, lying and being in the Town of Newcastle in the Regional Municipality of Durham, (formerly the Village of Newcastle in the County of Durham) and being composed of Part of Lots 28, 29 and 30 in the Broken Front Concession of the Geographic Township of Clarke and being more particularly described in Schedules "A", "A-1" and "A-2" and are hereinafter called "the Lands";

AND WHEREAS the Developer warrants that it is the general partner of Bondhead Harbour Village Company, and as such will be acquiring ownership or leasehold interests in the Lands described in Schedules "A", "A-1" and "A-2" attached hereto;

AND WHEREAS the Developer warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Developer has applied to the Town for an amendment to Restricted Area By-law 79-44, as amended, of the Town of Newcastle;

AND WHEREAS the Town has required the Developer to enter into this Agreement with the Town as a condition precedent to the Town's enacting its aforesaid amended By-law;

AND WHEREAS the Developer warrants that it has entered, or will enter into an Agreement with the Regional Municipality of Durham, hereinafter called the "Region" to satisfy the requirements of the Regional Municipality of Durham, financial and otherwise;

AND WHEREAS the Developer warrants that it has or will enter into an agreement with the appropriate Public Utilities Commission or other authority or company haviong jurisdiction in the area of the said Lands for the design and installation of the utilities referred to in Schedule "H" and hereinafter called the "Utilities";

AND WHEREAS in this Agreement "Developer" includes an individual, a trust, an association, a partnership or a corporation and wherever the singular is used herein, it shall be construed as including the plural;

AND WHEREAS in this Agreement "Director" means the Director of Public Works of the Town of Newcastle, or his designated representative, as may be appointed by the Council of the Town to act in his place.

AND WHEREAS in this Agreement "Works" means those works listed on Schedule "G" which are or are intended to be publicly dedicated works upon completion and certification thereof;

AND WHEREAS in this Agreement, "Private Works" means those works contracted upon the Developer's lands which are not or are not intended to be publicly dedicated;

AND WHEREAS in this Agreement, references are made to certain lands which shall benefit from works contemplated by this Agreement which are more particularly delineated on Schedule "S" hereto and hereinafter referred to as "the benefiting areas";

AND WHEREAS the Mortgagees of the Third and Fourth Parts respectively join in this Agreement solely for the purposes set forth in paragraph 64 hereto;

NOW THEREFORE, in consideration of the mutual agreements and covenants and promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

CERTIFICATION OF OWNERSHIP

1. The Developer shall, at the time of the execution of this Agreement, provide the Town with a letter signed by an Ontario Solicitor and addressed to the Town certifying as to the title of the said Lands and setting out the names of all persons having an interest in the said lands and the nature of their interest.

2.(1) The Developer shall, at the time of the execution of this Agreement, provide the Town with a letter signed by an Ontario Solicitor and addressed to the Town certifying as to the title to any land which is to be conveyed to the Town or over which easements are to be granted to the Town pursuant to the terms of this Agreement.

(2) The Developer shall, at the time of execution of this Agreement and prior to its registration, provide the Town with a certified copy of the limited partnership registration and a registered copy of a Statutory Declaration signed not only by the general partner but also each of the limited partners, confirming that the limited partner has authority to execute this Agreement to bind the partnership.

COPY OF PLAN AND AGREEMENTS REQUIRED

3. The Developer shall, at the time of the execution of this Agreement, provide the Town with as many copies as the Town may reasonably require of the site plan for the said lands. The said site plan is attached hereto as Schedule "C" and is hereinafter called the "Plan". The Developer shall also furnish to the Town at the time of the execution of this Agreement, copy of the agreement entered into between the Developer and the Region with respect to the said Plan if such approval and/or Agreement is in existence at the time of the execution of this Agreement. If the approval or agreement with the Region is not available at the time of the execution of this Agreement, the Developer agrees to provide the Town with a copy of the Agreement entered into with the Region, immediately after approval is granted or the agreement signed. The Developer shall also furnish to the Town at the time of the execution of this Agreement one copy of each of the agreements entered into with the Public Utilities Commission or other authority or company having jurisdiction in the area of the said lands for the design and installation of the utilities, or, if such agreement or agreements are not in existence at the time of the execution of this Agreement, the Developer agrees to provide the Town with a copy of each such agreement immediately after such agreement is signed.

PAYMENT OF TAXES

4. The Developer shall, at the time of the execution of this Agreement, pay all Municipal taxes outstanding against the said lands, as set out in Schedule "D" hereto. The Developer further agrees to pay any municipal taxes which may become due and payable by it, in respect of any of the said Lands, prior to the sale by the Developer of such lands.

PAYMENT OF LOCAL IMPROVEMENT CHARGES

5. The Developer shall, at the time of the execution of this Agreement, pay all charges with respect to existing local improvements assessed against the said Lands, as set out in Schedule "D" hereto. Such charges shall include the Town's share of any local improvements which serve the said Lands and shall include the commuted value of such charges including charges falling due after the date of the execution of this Agreement.

PAYMENT OF DRAINAGE CHARGES

6. The Developer shall, at the time of the execution of this Agrement, pay all draiange charges assessed under The Municipal Drainage Act, 1975, and The Tile Drainage Act, R.S.O., 1980, against the said Lands, as set out in Schedule "D" hereto, including the commuted value of such charges falling due after the execution of this Agreement. $75,000

PAYMENT OF DEVELOPMENT CHARGES

7. The Developer shall pay all development levies in the amounts and at the times set out in Schedule "D" hereto.

CLOSING OF MUNICIPAL ROAD ALLOWANCES

8. The Town shall, at the time of execution of this Agreement, or such later date as may be agreed by the Developer and the Town, close by By-law, those road allowances within the lands which are abutted on both sides by lands owned by the Developer and shall dedicate such lands to the Developer or the abutting landowner for such consideration as may be mutually agreed.

DEDICATION OF EASEMENTS

9. (1) The Developer shall at the time of the execution of this Agreement, or such later date as may be agreed by the Developer and the Town, but not later than the registration of the Agreement, deliver to the Town executed transfers of easements free and clear of all encumbrances as set out in Schedule "E" hereto. NIL #

(2) If, subsequent to the registration of the Agreement, but prior to the issuance of a building permit in respect of a lot or block, further easements are required for utilities or drainage, or other purposes, in respect of any lot or block within the Lands, the Developer agrees to transfer to the Town such further easements upon request. The Town shall not unreasonably request such further easements, and in no event shall a further easement be requested which would prevent the erection of a dwelling on any such lot or block.

DEDICATION OF LANDS

10. In the event that the Ontario Municipal Board approves an amendment to Restricted Area By-law 79-44 in respect of the lands, the Developer shall forthwith, or at such later date as may be agreed by the Developer and the Town, but not later than the registration of this Agreement, deliver to the Town executed deeds of conveyance, sufficient to vest in the Town or, where applicable, in any other public authority or person, absolute title in fee simple, free and clear of all liens, charges, encumbrances and easements, (other than easements for Hydro and/or other public utilities) the lands set out in Schedule "F" hereto. Such conveyance shall include the lands required to be dedicated for park purposes to the Town pursuant to the provisions of the Planning Act, R.S.O. 1980, unless the Town has agreed to accept cash in lieu of such lands, as otherwise provided in this Agreement. The Town acknowledges that such lands conveyed pursuant to the terms of this paragraph exceed the statutory requirements of the Planning Act with respect to the lands described in Schedule "A". The Town further acknowledges and agrees that to the extent that there is a dedication of park lands in excess of the requirements of the Planning Act, such excess dedication shall be taken into account as a dedication for park purposes in respect of the Developers adjacent lands intended for future development and more particularly described in Schedule "A-1" hereto.

CASH IN LIEU OF LANDS

11. The Developer agrees that, if the Town agrees to accept cash in lieu of the dedication by the Developer to the Town of lands for public purposes, other than highways, the amount of such cash payment shall be as set out in Schedule "F" hereto. The Developer further agrees to pay to the Town any such cash payment as set out in Schedule "F" hereto, at the time of the execution of this Agreement.

REGISTRATION OF DEEDS AND GRANTS OF EASEMENTS

12. The aforementioned deeds and grants of easements shall be prepared by the Developer and registered at the Developer's expense.

TOWN WORKS REQUIRED

13(1) The Developer shall be responsible for the construction and installation of the services and landscaping more particularly shown on the Plan forming part of Schedule "C" and more particularly referred to in Schedule "G" hereto (hereinafter called the "Works"). Until the issuance of a Certificate of Acceptance as hereinafter provided, the Works shall remain the property of the Developer and the Developer shall be fully responsible for their maintenance. After the Issuance of a Certificate of Acceptance, the Works shall vest in and become the responsibility of the Town.

13(2) The Developer agrees to install, at its expense, in connection with the development of the Developer's lands described in Schedule 'A', and as an interim measure, traffic control signals and all appurtenant works at the Mill Street Underpass of the Canadian National Rail-line (hereinafter referred to as the "railway bridge"). The Developer further agrees that no residential dwelling unit shall be occupied until such time as the above referenced traffic control signals have been installed and made operational. The Town agrees to make every effort and to use all statutory means available to it to recover up to forty-five percent (45%) of the actual cost of the signalization and appurtenant works from any developer or developers of any lands within the Benefiting Areas other than the lands described in Schedules "A" and "A-1", and in the event that the Town in successful in recovering such costs, it shall reimburse the Developer as such recovery is made for such costs up to the limit of forty-five percent (45%) of the actual cost of the signalization and appurtenant works.

13(3) The Developer will, at its expense, (in connection with the development of the Developer's lands described in Schedule "A") undertake the reconstruction and the realignment of Mill Street as detailed by Schedule "G" hereto. The Developer further agrees that no residential dwelling units shall be occupied until such time as the above-referenced reconstruction and realignment of Mill Street has been completed to at least the base course of asphalt or other approved surfacing to the written approval of the Director. The Town agrees to make every effort and to use all statutory means available to it, to recover up to forty-five percent (45%) of the actual cost of the reconstruction and realignment from any developer or developers of any lands within the Benefiting Area, other than the lands described in Schedules "A" and "A-1" and in the event the Town is successful in recovering such costs, it shall reimburse the Developer as such recovery is made for such costs up to the limit of forty-five percent (45%) of the actual cost of the said reconstruction and realignment.

13(4) The Developer agrees to pay all costs associated with the construction and installation of signal lights and gates at the Canadian National Railway level crossing of Toronto Street, in consideration of which the Town agrees to investigate and, if possible, co-ordinate the installation of the above-referenced signalization with the signalization of Cobbledick Road as contemplated by the terms of an agreement between The Corporation of the Town of Newcastle and Ridge Pine Park Incorporated and registered in the Registry Office for the Registry Division of Newcastle (No. 10) as Instrument Number 1078. The Town agrees to make every effort and to use all statutory means available to it to recover up to forty-five percent (45%) of the actual cost of the signalization and appurtenant works from any developer or developers of anylands within the Benefiting Areas other than the lands described in Schedules "A" and "A-1", and in the event that the Town is successful in recovering such costs, it shall reimburse the Developer as such recovery is made for such costs up to forty-five percent (45%) of the actual cost of the signalization and appurtenant works.

13(5) For the purposes of this Agreement, where the Town agrees to reimburse the Developer for costs associated with any of the above-referenced works, the balance of the monies owing to the Developer shall be annually adjusted in accordance with the Southam Construction Index. The Town shall annually review its levy policy in respect of the Benefiting Area, and adjust said levies as may be deemed appropriate by the Town to reflect a rate appropriate for the recovery of such outstanding monies.

UTILITIES REQUIRED

14. The Developer shall be responsible for entering into agreements with the appropriate Public Utilities Commission or other such authority or company having jurisdiction in the area of the said Lands for the design and installation of the Utilities as more particularly referred to in Schedule "H".

DEVELOPER'S ENGINEER

15. The Developer shall retain a competent Professional Engineer, registered by the Association of Professional Engineers of Ontario and hereinafter called the "Developer's Engineer", to administer this Agreement, whose duties are set out in Schedule "I" hereto.

APPROVAL OF ENGINEERING DRAWINGS

16. The Developer shall, prior to the issuance of any Authorization to Commence Works as provided herein, have received the written approval of trhe Director for all drawings of all of the Works hereinafter called the "Engineering Drawings". If no construction of the Works has commenced within two (2) years of the date of approval of the Engineering Drawings, the Engineering Drawings shall be resubmitted to the Director for re-approval and further revisions if required by the Director, and no work shall be done unless in accordance with the said revised and re-approved drawings. In the event the Director has failed to provide a written response detailing all required revisions and/or a written approval which may be conditional upon revisions within thirty (30) days from the date of submission of the Engineering Drawings, the Developer shall have the right to install the said Works on providing a certificate from the Developer's Engineer, certifying that such Works have been designed in accordance with the Ontario Plumbing Code, the National Building Code, the Ontario Building Code, the Town of Newcastle Design Criteria and Standard Drawings, and in accordance with sound engineering practises, as the case may be

APPROVAL OF GRADING AND DRAINAGE PLAN

17. The Developer shall, prior to the issuance of any Authorization to Commence Work as provided herein, have received the written approval of the Director of a plan, hereinafter called the "Grading and Drainage Plan", and showing thereon all proposed grading and drainage works for the said Lands. If no construction of the Works has commenced within two (2) years of the date of approval of the Grading and Drainage Plans, the Grading and Drainage Plan shall be resubmitted to the Director for re-approval and revision if required by the Director and no such work shall be done unless in asccordance with the said revised and re-approved drawings. In the event the Director has failed to provide a written response detailing all required revisions and/or a written approval which may be conditional upon revisions within thirty (30) days from the date of submission of the Grading and Drainage Plan, the Developer shall have the right to install the said Works on providing a certificate from the Developer's Engineer, certifying that such Works have been designed in accordance with the Ontario Plumbing Code, the National Building Code, the Ontario Building Code, the Town of Newcastle Design Criteria and Standard Drawings, and in accordance with sound engineering practises, as the case may be.

APPROVAL OF TREE PRESERVATION PLAN

18. The Developer shall, prior to the issuance of any Authorization to Commence Works as provided herein, have received the written approval of the Director of Planning of a plan of the said Lands, hereinafter called the "Tree Preservation Plan" and showing thereon:

(1) the location and approximate size of existing trees over 30.5 cm. in circumference at 1.5 m. above the ground which are intended to be removed during the development of the said lands; and

(2) the location of any permanent or temporary fencing or structures required to ensure tree preservation.

No work shall be done and no such trees removed until the Tree Preservation Plan is approved and only then, in accordance with such approved Plan. It is agreed by the Town that nothing in this paragraph shall prevent the Developer from removing trees that would otherwise prevent it from carrying out the Works or from utilizing any lot or block by reason of its inability to site a dwelling on such lot or block because of such trees. In the event the Director has failed to approve the Tree Preservation Plan within thirty (30) days from the date of submission thereof, the Developer shall have the right to install the said Works on providing a certificate from the Developer's Engineer, certifying that the installation of the Works will be done in manner which will ensure the preservation of as many of the existing trees as is reasonably possible.

STAGING OF WORKS

19. If the Developer wishes to construct and install the Works and Utilities in stages, the Developer shall, prior to the issuance of any Authorization to Commence Work as hereinafter provided, prepare for the approval of the Council of the Town, a plan hereinafter called the "Staging Plan" which divides the Plan into stages for the construction, installation and maintenance of the Works and Utilities. The Developer shall not proceed until such Staging Plan has been approved by the Council of the Town, and shall proceed only in accordance with such approved Plan, except as it may be subsequently amended with the approval of the Council of the Town.

APPROVAL OF SCHEDULE OF WORKS

20. The Developer shall, prior to the issuance of any Authorization to Commence Work, as hereinafter provided, receive the written approval of the Director of a schedule (hereinafter called the "Schedule of Works") which set out the timing and sequence in which the Developer proposes to construct and install all of the Works and Utilities and, where the installation of the Works and Utilities are to be staged the Developer shall, prior to the Authorization to Commence Work for each stage, receive the written approval of the Director of a Schedule of Works for such stage. The Developer shall proceed only in accordance with the approved schedule, except as it may be ubsequently amended with the approval of the Director. In the event that the Director has failed to provide a written response detailing all required revisions and/or a written approval which may be conditional upon revisions within thirty (30) days from the date of submission of the Schedule of Works, the Developer shall have the right to install the said Works on providing a certificate from the Developer's Engineer certifying that such Works have been designed in accordance with the Ontario Plumbing Code, the National Building Code, the Ontario Building Code, the Town of Newcastle Design Crigeria and Standard Drawings, and in accordance with sound engineering practises, as the case may be.

APPROVAL OF COST ESTIMATE

21. The Developer agrees that, prior to the issuance of any Authorization to Commence Works as hereinafter provided, the estimated cost of construction and installation of all of the Works, hereinafter called the "Works Cost Estimate", shall be approved by the Director and entered in Schedule "J" hereto. If the Town has approved a Staging Plan for the said Lands, the Developer further agrees that the estimated cost of construction and installation of the Works for each stage, hereinafter called a "Stage Cost Estimate" shall be approved by the Director and entered in Schedule "J" hereto.

PERFORMANCE GUARANTEE REQUIRED

22. Prior to commencement of construction of any of the Works, the Developer shall deliver to the Town an estimate prepared by the Developer's Engineer of the value of the Works, together with an annually renewable letter of credit from a Canadian Chartered Bank for One Hundred Percent (100%) of the cost of the Estimated Cost of the Works that the Developer proposes to install. The Developer shall also provide an estimate of when the Works will be completed. At such time as the Works have been completed, the Municipality will reduce the letter of credit by Eighty Percent (80%). Upon receipt of a Statutory Declaration that all accounts for works and materials have been paid, the remaining Twenty Percent (20%) shall expire one year from the Date of Completion and shall secure the Developer's maintenance obligations. So long as existing obligations remain with respect to such part of the Works, the Developer will deliver a renewal of any letter of credit within fifteen (15) days prior to the expiration thereof, failing which, the Town shall be entitled to draw down the letter of credit and complete such obligations.

INDEMNIFICATION OF TOWN AND INSURANCE

23. The Developer covenants and agrees to indemnify the Town against all actions, causes of actions, suits, claims and demands whatsoever and howsoever caused, which arise either by reason of the development of the said Lands, or the undertaking of the design, construction, installation and maintenance of the Works and Utilities. The Developer agrees to indemnify the Town with respect to all such claims notwithstanding the issuance of a Certificate of Release provided for in this Agreement. The Developer shall also provide the insurance called for by Schedule "K" of this Agreement.

REQUIREMENTS FOR AUTHORIZATION TO COMMENCE WORKS

24. The Developer shall not commence the construction or installation of any of the Works without the written permission of the Town, hereinafter called an "Authorization to Commence Works". The Developer shall only commence those Works permitted by the Authorization to Commence Works. In addition to any other requirements contained herein, no Authorization to Commence Works shall be issued for any of the Works until:

(1) the site plan has received final approval from the Town; and

(2) the necessary amendment to Restricted Area By-law 79-44, as amended, of the Town of Newcastle has received final approval pursuant to the provisions of Section 39(11) of the Planning Act, R.S.O. 1980; and

(3) the Owner has delivered copies of the Plans and Agreements as required by pagraph 3 of this Agreement; and

(4) the Developer has paid to the Town any outstanding charges against the said lands required by paragraph 7 of this Agreement; and

(5) the Developer has conveyed to the Town any easements as required by paragraph 8 of this Agreement, and such easements have been registered; and

(6) the Developer has conveyed to the Town any lands and paid any cash as required by pagraphs 10 and 11 of this Agreement, and any such conveyance has been registered; and

(7) the Developer has delivered letters from the appropriate Public Utilities Commission, or authority or company having jurisdiction, stating that satisfactory agreements have been entered into for the design and installation of the Utilities as required by paragraph 14 of this Agreement; and

(8) the Developer has appointed an Engineer as required by paragprah 15 of this Agreement; and

(9) the Developer has received the written approval of the Director for the Engineering Drawings as required by paragraph 17 of this Agreement or the time period for his approval has expired; and

(10) the Developer has received the written approval of the Director of Planning and the Director of Public Works of the landscaping required as part of the Works and more particularly referred to in Schedule "G" or the time period for his approval has expired; and

(11) the Developer has received the written approval of the Director for the Grading and Drainage Plan as required by paragraph 18 of this Agreement or the time period for his approval has expired; and

(12) the Developer has received the written approval of the Director of Planning for the Tree Preservation Plan as required by paragraph 9 of this Agreement or the time period for his approval has expired; and

(13) the Developer has received the written approval of the Council of the Town for the Staging Plan as required by paragraph 19 of this Agreement or the time period for his approval has expired; and

(14) the Developer has received the written approval of the Director for the Schedule of Works as required by paragraph 20 of this Agreement or the time period for his approval has expired; and

(15) the Developer has received the written approval of the Director for the Works Cost Estimate and/or Stage Cost Estimate as required by paragraph 21 of this Agreement or the time period for his approval has expired; and

(16) the Developer has deposited with the Town the Performance Guarantee applying to that stage of the Plan for which the Developer is seeking such Authorization to Commence Works as required by paragraph 22 of this Agreement; and

(17) the Developer has deposited with the Town any policies of insurance as required by paragraph 23 of this Agreement; and

(18) the Developer has paid all costs due to the Town for oversizing as required by paragraph 52 of this Agreement.

(19) the Developer has paid all Town costs as required by paragraph 55 of this Agreement as of the date of the issuance of the Authorization to Commence Works; and

REQUIREMENTS FOR AUTHORIZATION OF SUBSEQUENT STAGES

25. If the Town has approved a Staging Plan for the said Lands, the Developer shall require an Authorization to Commence Works for each stage of the Plan. If the Town has issued an Authorization to Commence Works for one stage of the Plan, in addition to any other requirements contained herein, no Authorization to Commence Works shall be issued for any subsequent stage of the Plan until:

(1) the Stage Cost Estimate for such stage has been approved by the Director and entered in Schedule "J" hereto or the time for giving such approval has expired; and

(2) the Developer has deposited with the Town the Performance Guarantee applying to that stage of the Plan for which the Developer is seeking such Authorization to Commence Works.

INSPECTION AND STOP WORK

26. The contract with any contractor employed by the Developer to construct or install any of the Works shall provide that employees or agents of the Town may, at any time, inspect the work of such contractor pertaining to the said Lands nd the Director, after consultation with the Developer's Engineer, shall have the power to stop any such work in the event that, in their opinion, work is being performed in a manner which may result in a completed installation that would not be satisfactory to the Town.

PROVISIONS FOR CONSTRUCTION AND INSTALLATION

27. All of the Works shall be constructed and installed in accordance with the Engineering Drawings as approved by the Director. No variation from the Engineering Drawings shall be permitted unless such variation is authorized in writing by the Director. All construction on the said Lands shall be carried out in accordance with the regulations for construction as set out in Schedule "L" hereto.

SEQUENCE OF CONSTRUCTION AND INSTALLATION

28. The Developer shall, upon the issuance of an Authorization to Commence Works, proceed to construct and install all of the Works continuously and as required by the approved Schedule of Works.

COMPLETION TIME FOR CONSTRUCTION AND INSTALLATION

29. The Developer shall, within two (2) years of the date of the issuance of an Authorization to Commence Works for any stage or phase, complete the construction and installation of all of the Works authorized in such Authorization to Commence Works with the exception of the curbs, sidewalks, final cost of asphalt, final lot grading, driveway approaches, sodding and tree planting.

ADDITIONAL FACILITIES OR WORK REQUIRED

30. If, in the opinion of the Director, any minor or incidental additional work is required to provide for the adequate operation and functioning of the Works, the Developer shall, until the conclusion of the maintainenance guarantee period, construct or install such additional facilities and perform such additional work as the Town may request from time to time.

INCOMPLETE OR FAULTY WORK

31. If, in the opinion of the Director, the Developer is not executing or causing to be executed the Work required by this Agreement, in such a manner that it will be completed within the time specified for such completion, or if the said Work is being improperly done, or if the Developer neglects or abandons the said Work, or any part of it, before completion, or unreasonably delays the execution of the same, or if in any other manner the said Work is not being done properly and promptly in full compliance with the provisions of this Agreement, or in the event that the Developer neglects or refuses to do over again any Work which may be rejected by the Director as defective or unsuitable, or if the Developer in any other manner in the opinion of the Director may default in performance under this Agreement, then in any such case the Director on the authority of the Council of the Municipality may notify the Developer and his surety in writing of such default or neglect and within ten (10) clear days after the giving of such notice or within such further period of time as may be specified in the notice, the Town Council shall thereupon have full authority and power immediately at its option to employ a contractor or such workmen as in the opinion of the Director shall be required for the proper completion of such work at the cost and expense of the Developer or his surety, or both. In cases of emergency, in the opinion of the Director, such work may be done without prior notice, but the Developer shall forthwith be notified. The cost of such work shall be calculated by the Director, whose decision shall be final. It is understood and agreed that the total costs shall include a management fee of thirty (30%) percent of a contractor's charges to the Town (including any charges for overhead and profit) or, if such work is undertaken by the Town, thirty (30%) percent of all charges incurred to complete the work, it being hereby declared and agreed that the assuming by the Developer of the obligations imposed by this clause is one of the considerations without which the Municipality would not have executed this Agreement.

ENTRY FOR EMERGENCY REPAIRS

32. The Developer agrees that, at any time and from time to time, employees or agents of the Town may enter the said Lands for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town, nor an assumption by the Town of any liability in connection therewith, nor a release of the Developer from any of its obligations under this Agreement.

DAMAGES OR RELOCATION OF EXISTING SERVICES OR NEIGHBOURING WELLS

33. (1) The Developer agrees to pay the cost of repairing any damages to any services which, without limiting the generality of the foregoing, shall include road, water, electrical, gas, telephone, cable television or sewer systems, and the cost of relocating any existing services, caused by the development of the said Land or any of the work required by this Agreement, provided all work is to be done to the satisfaction of the Director and/or authorities responsible for such services. The Developer further agrees to pay the cost of moving any of the Works installed under this Agreement in driveways, or so close thereto as in the opinion of the Director, will interfere with the use of the driveway.

(2) The Developer agrees to, if the well or private water supply of any person outside the Plan is interfered with or dewatered as a result of the construction or installation of the Works:

(a) where the interference to a well or private water supply is short term duration (i.e. during the course of dewatering and excavation and within one month of the completion of dewatering) make available to the affected party, a temporary supply of water at no cost to the affected party; or

(b) where the interference to a well or private water supply is of a long term duration, at the option of the Developer and at his expense, connect the affected party to the Town water supply system or provide a new well or private water system so that water supplied to the affected party shall be of a quality and quantity at least equal to the quality and quantity of water enjoyed by the affected party prior to the interference.

USE OF WORKS BY TOWN

34. The Developer agrees that any of the Works may be used by the Town, or other authorized persons, for the purposes for which the Works are designed. Such use of any of the Works shall not be deemed an acceptance of any of the Works by the Town nor an assumption by the Town of any liability in connection therewith, nor a release of the Developer from any of his obligations under this Agreement.

USE OF SAID LANDS

35. The Developer agrees that the said Lands shall not be used for any purpose other than that set out in Schedule "M" hereto without the prior written consent of the Town.

LANDS UNSUITABLE FOR BUILDING

36. The Developer agrees that the lots and blocks of the Plan which are set out in Schedule "N" hereto are unsuitable for building purposes and that no application will be made for a building permit for the erection of any structure on any such lot or block until the conditions outlined in Schedule "N" hereto for such lot or block have been satisfied to the approval of the Directors of Planning and Public Works and/or any other authorities having jurisdiction.

LANDS REQUIRING SITE PLAN

37. The Developer covenants and agrees that no application for any building permit in respect of the lots or blocks of the Plan which are set out in Schedule "O" shall be made until the Town has approved the Site Plan attached hereto as Schedule "C", and unless the application for a building permit complies in all respects with the terms of the said Site Plan Agreement.

REQUIREMENTS FOR BUILDING PERMITS

38. Neither the execution of this Agreement by the Town nor the approval by the Town of any Certificate of Acceptance shall, in themselves, be deemed to give any assurance that building permits when applied for will be issued in respect of any of the said Lands. The Developer agrees that no application for any building permit in respect of any of the said Lands shall be made until:

(1) all easements for Utilities or drainage, or other purposes across the lot or block in respect of which a building permit is proposed to be issued have been transferred to the Town; and

(2) all roads which are required to be constructed under this Agreement to provide access or temporary access as mutually agreed upon from time to time to the proposed building have been constructed to at least the completed granular base; and

(3) all of the Works or temporary facilities agreed upon required to be constructed and installed under such roads have been constructed and installed to the approval of the Director; and

(4) all of the Utilities or temporary facilities required to be constructed and installed under such roads have been constructed and installed to the approval of the authorities having jurisdiction over such Utilities; and

(5) the Developer has provided the Director of Planning with a mylar copy of of the Site Plan; and

(6) the balance of all Development Levies have been paid in accordance with Schedule "D" in respect of the lot or block for the plan for which the building permit is applied for; and

(7) if the application for a building permit is in respect of any lot or block set out in Schedule "N" the Developer has fulfilled the conditions with respect to the lots and blocks as set out in Schedule "N" as required by paragraph 38 of this Agreement; and

(8) if the application for a building permit is in respect of any lot or block as set out in Schedule "O" the Developer has received the approval of the Site Plan in respect of the lots or blocks as set out in Schedule "O" as required by paragraph 39 of this Agreement.

(9) the Performance Guarantee and/or Maintenance Guarantee required pursuant to this Agreement has been deposited with the Town and is in good standing.

(10) the Developer has provided the Town with a copy of the written approval of the Ganaraska and Region Conservation Authority of the proposed measures for controlling erosion and sedimentation resulting from the development of the said lands forming Block B as identified by Schedule "C" hereto.

MODEL HOMES AND ARCHITECTURAL CONTROL

39. - NOT APPLICABLE -

REQUIREMENTS FOR SALE OF LANDS

40. The Developer agrees not to lease or sell any or all of the said Lands until the Developer has inserted in the Agreement of Purchase and Sale entered into by the prospective purchaser or lessee, notice that the lands are subject to the covenants and obligations set forth in this Agreement.

REQUIREMENTS FOR AUTHORIZATION TO OCCUPY

41. Notwithstanding the requirements of any statute regulation or by-law for the issuance of any permit authorizing the occupancy of any dwelling or other structure, the Developer shall not permit any building on the said Lands to be occupied, and no one shall occupy such building without the written permission of the Town hereinafter called an "Occupancy Permit". In addition to any other requirements contained herein, no Occupancy Permit shall be issued for any building until:

(1) the roads which are required to be constructed by the Developer under this Agreement, to provide access to such buildings and the said Land have had the application of the base course of asphalt or other approved surfacing to the written approval of the Director; and

(2) all of the storm sewage system required to be constructed and installed to service such building has been constructed and installed to the written approval of the Director, and the building has been connected thereto; and

49(2) Notwithstanding the foregoing, the Developer agrees that those roads identified on Schedule "C" as private roads shall at all times remain the property of the Developer, its successors or assigns, and shall not become vested in the Town and shall not be deemed to be dedicated to nor assumed by the Town, notwithstanding that the Town, its servants, agents or contractors may enter upon and do work upon any of the works or the said roads.

49(3) The Developer shall include in every Agreement for Sale or Lease or Agreement to Lease of any portion or portions of the said Lands, a clause that the Town shall not be responsible for the installation or maintenance of any of the works on or under those roads identified as private roads on Schedule "C" hereto.

REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE

50. (1) The Developer agrees that the Town shall not be obliged to release to the Developer the unused portion of any Maintenance Guarantee until:

(a) a Certificate of Acceptance has been issued for the Works for which such Maintenance Guarantee was required; and
(b) the Town is satisfied that, in respect of the maintenance of all of the Works for which such Maintenance Guarantee was required, there are no outstanding claims relating to such Works.

(2) The Town shall release to the Developer the unused portion of any Maintenance Guarantee upon fulfillment of Clause (a) and (b) of subparagraph (1) hereof.

(3) Where the Town is responsible for carrying out or causing to be carried out any of the Works contemplated by this Agreement, there shall be no maintenance period or maintenance guarantee required of the Developer.

REQUIREMENTS FOR CERTIFICATE OF RELEASE

51. Upon compliance with subparagraph (1), (2), and (3) hereof, the Town agrees to provide the Developer with a written release for the said Lands, referred to herein as the "Certificate of Release", in a form suitable for registration or deposit in the applicable Registry or Land Titles Office. In addition to any of the requirements contained herein, the Certificate of Release for such stage shall not be issued until:

(1) Certificates of Acceptance have been issued for all of the Works; and
(2) a registered Ontario Land Surveyor, approved by the Town, has provided the Town with written confirmation that at a date not earlier than the end of the maintenance period described herein, he has found or replaced all standard iron bars as shown on the Plan and survey monuments at all block corners, the end of all curves, other than corner roundings, and all points of change in direction of roads on the Plan; and
(3) the Town Council has, by resolution, declared that the Developer is not in default of any of the provisions of this Agreement.

The Certificate of Release shall operate as a discharge of the land described therein of all obligations of the Developer under this Agreement for those works subject of the Certificate of Release with the exception of the Developer's responsibility for drainage as provided herein and the Developer's acceptance of the conditions for applying for Town building permits as provided herein.

MILL STREET RAILWAY BRIDGE

52. The Developer acknowledges that the Town will require, as a condition of the development of the lands described in Schedule "A-1" hereto that the Mill Street railway bridge shall be reconstructed in order to allow for the proper flow of two-way traffic through the said railway bridge, which shall be constructed in accordance with established Provincial standards. The timing and funding of the reconstruction of said railway bridge shall be included as a condition of the development of the lands described by Schedule "A-1" hereto. The Developer further agrees and acknowledges that the inclusion of this paragraph is one of the considerations without which the Town would not have entered into this Agreement. The Developer agrees that the aforesaid reconstruction shall be done at its expense, and the Town agrees to make every effort and to use all statutory means available to it to obtain up to twenty percent (20%) of the actual cost of the reconstruction of the Mill Street railway bridge from any developer or developers of any lands within the

Benefiting Areas other than the lands described in Schedules "A" and "A-1" and in the event the Town is successful in recovering such costs, it shall reimburse the Developer for such costs up to the limit of twenty percent (20%) of the actual costs of the aforesaid reconstruction. The Developer agrees that the Town's share of costs shall be fixed at a maximum of twenty percent (20%) of the portion of the costs attributable to the Town should UTAP funding be made available for the said Works, or failing that, twenty percent (20%) of the total costs exclusive of the Railway's contribution to said reconstruction.

RESPONSIBILITY FOR DRAINAGE

53. Even after the issuance of the Certificate of Release the registered developer of the said Lands shall have the sole responsibility for providing and maintaining adequate drainage of surface waters from the said Lands in accordance with the approval Lot Grading and Drainage Plans referred to by paragraph 18 herein.

INTEREST IN SAID LANDS

54. The Developer hereby charges all its interest in the said Lands with the obligations set out in this Agreement.

PAYMENT OF MUNICIPAL COSTS

55 (1) Every provision of this Agreement by which the Developer is obliged in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.

(2) The Developer shall reimburse the Town for all reasonable legal expenses actually incurred for the preparation and registration of this Agreement and the legal services contemplated by the terms of this Agreement, and for the costs of administration, engineering consultation costs, provided the maximum payable pursuant to this paragraph shall not exceed Three Thousand Five Hundred Dollars ($3,500.00) .

UNPAID CHARGES

56. The due date of any sum of money payable herein, unless a shorter term is specified, shall be thirty (30) days after the date of the invoice. Interest at the rate of prime plus two percent (2%) shall be payable by the Developer to the Town on all sums of money payable herein, which are not paid on the due dates calculated from such due date.

NOTIFICATION OF DEVELOPER

57. If any notice is required to be given by the Town to the Developer in respect of this Agreement, such notice shall be mailed or delivered to:

Developer - Bondhead Development Corp.
Suite 1110 - 8 King Street East
TORONTO, Ontario

with copy to - McKeown, Yoerger, Spearing
Suite 401, 121 Richmond Street West
TORONTO, Ontario, M5H 2K2

or such address as the Developer has notified the Town, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

REGISTRATION OF AGREEMENT

58. The Developer and the Mortgagees hereby consent to the registration of the Agreement by the Town and covenant and agree not to register or permit the registration of any document after registration of this Agreement on any land included in the site plan unless this Agreement, and any deeds, easements or other documents required to be furnished thereunder, have first been registered against the title to the land included in the Plan.

RENEGOTIATION AND AMENDMENT OF AGREEMENT

59. (1) The Developer and Town agree that either party may, at its option in the circumstances set out below, on thirty (30) days written notice, each to the other, declare this Agreement to be subject to renegotiation whereupon the Developer agrees not to undertake any construction or installation of any of the Works until this Agreement has been renegotiated. This Agreement may be subject to renegotiation if:

(i) the Ontario Municipal Board approves a Restricted Area By-law which materially affects the Plan shown on Schedule 'C' hereto; and

(ii) this Agreement is not registered within eighteen (18) months of the date of the execution of this Agreement; or

(iii) if any agreement between the Developer and the Regional Municipality of Durham materially affects the location or sizing of any of the Works to be supplied and installed under the terms of this Agreement; or

(iv) no construction or installation of any of the Works or Private Works has commenced within two (2) years from the date of final approval of the Restricted Area (Zoning) By-law amendment.

(2) The parties may from time to time by mutual agreement amend the terms of this Agreement and any of the Schedules but an amendment shall only be effective if in writing and executed under the seals and hands of the proper officers of each party.

(3) Failing agreement, this Agreement shall continue in full force and effect.

TOWN TO ACT PROMPTLY

60. Wherever the Town, its staff or its Solicitor are required to take action pursuant to this Agreement, or is required to make a decision or render an opinion, or give confirmation or give authorization, permission or approval, then such action, decision, confirmation, authorization, permission or approval shall be made promptly and in all respects the Town and its officers, servants or agents shall act reasonably.

ASSIGNMENT OF AGREEMENT

61. The Developer shall not assign this Agreement without prior written consent of the Town and no such assignment shall relieve the Developer of any of his obligations under this Agreement.

SCHEDULES TO AGREEMENT

62. The following schedules which are identified by the signatures of the parties to this Agreement, and which are attached hereto, together with all provisions contained therein, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

Schedule "A"	-	"Legal description of said Lands"
Schedule "A-1"	-	"Developer's Other Lands"
Schedule "A-2"	-	"Dedications"
Schedule "B"	-	"Affidavit of Ownership"
Schedule "C"	-	"Site Plan"
Schedule "D"	-	"Charges Against Said Lands"
Schedule "E"	-	"Grants of easements to be dedicated"
Schedule "F"	-	"Lands and/or cash to be dedicated"
Schedule "G"	-	"Works required"
Schedule "H"	-	"Utilities required"
Schedule "I"	-	"Duties of Developer's Engineer"
Schedule "J"	-	"Cost Estimates"
Schedule "K"	-	"Insurance Policies required"
Schedule "L"	-	"Regulations for construction"

Schedule "M" - "Use of said Lands"
Schedule "N" - "Lands unsuitable for building"
Schedule "O" - "Lands requiring site plan"
Schedule "P" - "Oversized and/or External Services"
Schedule "Q" - "Conservation Authority's Works"
Schedule "R" - "Engineering and Inspection Fees"
Schedule "S" - "Benefiting Area"

PRIOR AGREEMENTS

63. The Town does hereby release The Windsweep Corporation (a general partner of Bond Head Harbour Village Company), formerly Windsweep Farms (1965) Limited from the Agreement dated April 8th, 1975 between Windsweep Farms (1965) Limited and the Town of Newcastle, registered as Instrument No. 71256 at the Land Registry Division of Newcastle (No. 10) on April 8th, 1975. The Developer agrees that prior to completing the unfinished building subject of the aforesaid agreement, to submit an engineering report to the Town, acceptable to the Chief Building Official, attesting to the structural soundness of the said building and to obtain all other approvals for the completion of the said building, including the payment of any applicable fees.

MORTGAGEES

64. The Mortgagees hereby postpone their respective mortgages to this Agreement with the intent that this Agreement shall take effect as though dated, executed and registered prior to the mortgages and the Mortgagees several covenant and agree that in the event that it obtains ownership of the said lands by foreclosure or otherwise, it shall not use or develop the said Lands except in conformity with the provisions of this Agreement.

65. The Windsweep Corporation is the registered owner of the lands in Schedules "A" and "A-1" hereto and it hereby joins in the execution of this Agreement in order that this Agreement may be registered against title to the lands described in Schedule "A" with the intent that the lands shall be developed only in accordance with the provisions of this Agreement.

SUCCESSORS

66. This Agreement shall enure to the benefit of and be binding upon all of the parties hereto, its, his or her respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE)

MAYOR

CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.

Engineering Costs, External

This item is broken out within the schedule to the development agreement, at $339,000 including contingencies. For late 1983 construction $350,000 should be allowed.

O.P.A. 20 Lands

The cost of private roads, water and sewers to the approximately 560 units proposed in the master plan for OPA 20 would be about $4500 per unit. Additional costs for linking across open space, and for external works may be required. The largest single cost may be improvement to the the CNR underpass, for which the contribution of Region would probably cover the normal share of town and region, and may be as much as $1 million.

Assuming 560 units at $5000 per unit for all lot grading, servicing and restoration $ 2,800,000

The cost for the grade separation could be considered either as part of the levies, or as a separate item. If included within levies, an average per unit cost of $1000 for local levies would be appropriate in light of the first agreement and recent adjustments, for a total of $1500 including the possible negotiated settlement with the Region, 560 units @ $1500 total combined levies 840,000

One public road across the O.P.A. 20 lands would be constructed to urban collector road standards. Estimared lump sum cost $ 175,000

say, $4,000,000 +5% to date.

or $7000 per unit

Engineering Services

The cost of engineering services for design of the harbour village are estimated to be about 5.25 percent, including all approvals. An additional 0.75 to 1.0 percent is required for inspections, and about 1.5 percent may be required for municipal inspection services and insurance and bonding by developer. All of these were included within the 15% design and contingencies.

The cost for engineering design based on 5.25% upset limit would therefore be $40,000. An addition $7000 approximately would be required to supervise installation if work went ahead in one phase.

The external works include some landscape costs, and also the signalization and railway signals, which would not be subject to fees as above. Of the $339,000 estimated, only about $240,000 would be subject to fees of about 5%, for $12,000 exclusive of inspections. Inspections by the Town's consultants would be in addition, and covered within the contingencies item above.

For the total fees of $52,000 for design above, it is assumed that all servicing goes ahead at one time. If there are subsequent approvals, tendering, and construction of smaller stages, fees based on actual time required could range upward from $60,000 to perhaps $70,000.

The total engineering fees for the balance of the lands are about $125,000 and are included in the less precise estimates above, which were based on a 'per lot' cost, rather than on quantity take-offs.

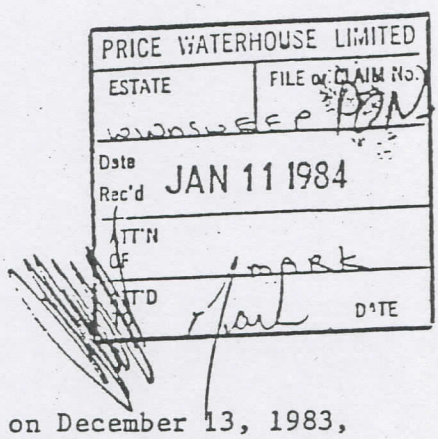
add 5% for Nov 1983

Appendix H

Price Waterhouse
LIMITED

Suite 1600
Mississauga Executive Centre
Two Robert Speck Parkway
Mississauga, Ontario L4Z 1H8
(416) 272-1200 Telex: 06-960265

December 16, 1983



Mr. Newton Selby,
Newcastle, Ontario,
L0A 1H0

Dear Mr. Selby:

Further to your conversation with our Mr. Mark Wells on December 13, 1983, we are writing to confirm that the Inspectors of the Estate of The Windsweep Corporation have approved the following agreement:

> The Trustee of the Estate of The Windsweep Corporation, a Bankrupt, is hereby authorized to rent approximately 100 acres of farmland adjacent to the Port of Newcastle Marina, for a period of one year. In return, Mr. Selby will forward to the Trustee a cheque in the sum of $2,500.00 made payable to Price Waterhouse Limited, Trustee of the Estate of The Windsweep Corporation.

If you concur with the agreement, kindly sign one copy of this letter and forward it with your cheque to us at the above-noted address. We wish you every success for the coming season.

Yours very truly,

Price Waterhouse Limited

Trustee of the Estate of
The Windsweep Corporation, a Bankrupt

LH/Mark Wells/lr

Encs.

I concur with the agreement as noted above and include herewith my cheque in the sum of $2,500.00

Newton Selby
Mr. Newton Selby

January 6, 1984
Date

THIS SCHEDULE IS SCHEDULE "J" to the Agreement which has been authorized and approved by By-law No. 82-166 of the Corporation of the Town of Newcastle, enacted and passed this 12th day of November 1982.

COST ESTIMATED FOR PROPOSED PUBLIC WORKS

SIGNALIZATION OF TORONTO STREET LEVEL CROSSING	$60,000
SIGNALIZATION OF CNR UNDERPASS, including North side approach controls, signage and pavement marking	$32,250
STORM SEWERS, including head wall, manholes and catchbasins for Clarke/Mill intersection	$22,300
RECONSTRUCTION OF CNR to Waltona and Graham Creek to 9.75 metres, curb and gutter	$34,950
WALKWAY AND SIDEWALKS	$ 9,975
GABIONS AND SLOPE PROTECTION MEASURES	$21,775
GRUBBING, CLEARING, RELOCATING FILL	$ 8,700
NEW ROAD, Rural 9.75 metres standard through Waltona to "T" intersection	$63,500
TOP-SOILING, Sodding, Hydro seeding disturbed areas, ditching fine grading and plant materials, signage and miscellaneous	$34,000
LIGHTING and electrical feed for lighting only	$15,100
TOTAL ESTIMATED COST OF SERVICES	$302,550
ENGINEERING AND CONTINGENCIES 12%:	$ 36,306
TOTAL:	$338,856
SAY:	$339,000

The Performance Guarantee has been based on Preliminary Estimates only, and, when the final Engineering Drawings have been approved by the Director of Public Works, a revised Cost Estimate of the Works, Underground Hydro, Engineering and Contingencies shall be prepared by the Developer's Engineer and submitted to the Director of Public Works for his approval. This revised Cost Estimate shall be used as a basis to adjust the Performance Guarantee, if the Estimate increases or decreases.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written and the parties hereto have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE TOWN OF NEWCASTLE

Edward R. Woodyatt
acting MAYOR

Donald Cates
CLERK

BONDHEAD DEVELOPMENT CORP.

PRES.

SEC.

ONTARIO DEVELOPMENT CORPORATION

COMPTROLLER SEC.

THE BANK OF NOVA SCOTIA

THE WINDSWEEP CORPORATION

PRES. SEC.