

4. To retain and keep retained a licensed, qualified consulting engineer to provide continuous construction monitoring and inspection services.
5. To proceed with the installation of services only in accordance with the approved engineering plans for these services including MOEE approval. Should active development of the land come to a termination for any reason to leave the site in a condition suitable to the Manager of Development Engineering, and upon any failure in performing the clean up of the site within 24 hours or such other time as the Manager deems necessary given the nature of the work and the urgency of it, to allow the Town to enter upon the lands and carry out any work deemed necessary by the Town, with the costs plus administration fee incurred by the Town to be a charge upon the Owner.
6. To comply with every direction issued or given by the Manager of Development Engineering during the course of preservicing, including without limiting the generality of the foregoing, the cessation of work, the installation or carrying out of additional works (whether within or beyond the limits of the proposed site), the phasing of works or any other matter which the Manager of Development Engineering deems to be in the interest of the proper development of the subject and surrounding lands.
7. To allow the Town to draw on the securities deposited under Clause 3(a) above for the completion of any works considered necessary by the Manager of Development Engineering, including those indicated under Clauses 2 and 5 and other works such as rectification of drainage problems and clean-up of existing roads upon verbal notification to the consulting engineer or owner.
8. To enter into a Subdivision Agreement with the Town, in a form satisfactory to the Town to satisfy all the conditions of approval, and without limiting the generality of the foregoing, to satisfy all the financial, legal, servicing, engineering, landscaping and other requirements of the Town for the development of the lands shown on the proposed plan.
9. To indemnify the Town, their employees and servants against all actions, causes of actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of the preservicing, and the owner undertaking the construction of the work within the proposed site.
10. To release and forever discharge the Town from any and all actions, causes of action, claims and demands whatsoever which may arise either directly or indirectly by reason of the preservicing and the owner undertaking the construction of the work within the proposed site prior to execution of the subdivision agreement.
11. In the event the owner transfers the land shown on the plan to a third party prior to execution of the Subdivision Agreement, the owner shall, prior to completing this transfer, provide the Town with an agreement from the new owner in a form satisfactory to the Town in which the new owner agrees to be bound by the terms of this preservicing agreement.

12. The owner acknowledges the importance of environmental features in, around or impacted upon by the Development including, without limiting the generality of the foregoing, perimeter valley lands, watercourse outfalls, stormwater management ponds, and stormwater sewer system and outfalls. The Owner hereby covenants and agrees that the Lands will be developed in such fashion as will minimize any adverse ecological impact. The Owner covenants and agrees to put in place a monitoring and reporting program (hereinafter referred to as the "Environmental Program"). The Environmental Program shall be approved by the Town, in writing, prior to construction commencement, and shall run from commencement of site alteration works and continue until completion of all sodding on all lots or until attaining acceptable growth of all seeded areas. The Owner's Engineer shall provide monthly reports to the Town, in form and content acceptable to the Town, including, by way of example only, recommendations for road and catchbasin cleaning, maintenance programs, maintenance of silt traps and fences, flushing of sewers, stormwater management pond silt removals, and other siltation control measures as may, in the opinion of the Owner's Engineer and the Engineer become necessary or desirable throughout construction of the Development.
13. The Owner acknowledges that this agreement has been imposed by the Municipality as a condition of approval pursuant to Section 51(26) of the Planning Act.

Dated this _____ day of _____, 201____.

Signature: _____

Name: _____

Title: _____

**CORPORATE
SEAL**

SCHEDULE 'A'

LEGAL DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Town of Oakville, Regional Municipality of Halton, formerly the Township of Trafalgar, County of Halton, being composed of:

SAMPLE