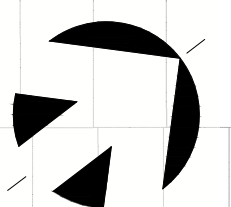


LEGEND

	PHASE LINE		BELL PEDESTAL
	CHAIN LINK FENCE		BELL GRADE LEVEL BOX
	METAL FENCE		COGECO CABLE PEDESTAL
	SIDEWALK		COGECO FLUSH TO GRADE CABLE VAULT
	MULTI-USE TRAIL		ROGERS CABLE PEDESTAL
	WALKWAY		ROGERS FLUSH TO GRADE CABLE VAULT
	DRIVEWAYS		SINGLE DETACHED RESIDENTIAL (2 STOREYS)
	TRANSIT ROUTE		STREET TOWNHOUSE RESIDENTIAL (2 STOREYS)
	BUS STOP LOCATION		REAR LANE TOWNHOUSE RESIDENTIAL (3 STOREYS)
	RETAINING WALL		BACK TO BACK TOWNHOUSE RESIDENTIAL (3 STOREYS)
	LIGHT POLE		PARK / SERVICING BLOCK
	FIRE HYDRANT		NATURAL HERITAGE SYSTEM
	COMMUNITY MAILBOX		DUNDAS URBAN CORE
	ON-STREET PARKING PERMITTED		STORM WATER MANAGEMENT POND
	TRAFFIC SIGN		PUBLIC ELEMENTARY SCHOOL
	STORM SEWER EASEMENT		SUBJECT TO WARNING CLAUSE "A"
	REAR YARD CATCH BASIN		SUBJECT TO WARNING CLAUSE "B"
	TRANSFORMER VAULT		



NOTE: Location of ground utilities are currently being reviewed. Location shown for ground utilities are approximate and are subject to change.



DUNDAS STREET

PRELIMINARY NEIGHBOURHOOD INFORMATION MAP
 RESIDENTIAL SUBDIVISION
 OAKVILLE, ONTARIO
 MATTAMY (JOSHUA CREEK) LIMITED
 DUNOAK 24T-12003/1309

NOTICE TO NEW HOME PURCHASERS
 THIS MAP, AND THE FOLLOWING LIST, IS INTENDED TO PROVIDE POTENTIAL HOME BUYERS WITH GENERAL INFORMATION ABOUT THE NEIGHBOURHOOD AND THE SURROUNDING AREA. IF YOU HAVE SPECIFIC QUESTIONS, YOU ARE ENCOURAGED TO CALL THE TOWN'S PLANNING DEPARTMENT DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY

- PLEASE NOTE:
 This map is based on information available on (December 2021) and may be revised without notice to purchasers.
- The map shows the several types of proposed and potential housing and building heights in the subdivision including townhouses and apartment buildings.
 - Sites shown on the map for future schools, townhouses, parks, shopping, etc. could have driveways anywhere along their street frontage.
 - Some streets in this subdivision will be extended in the future and temporary access roads may be closed.
 - There may be catch basins or utilities easements located on some lots in this subdivision.
 - Some lots and blocks will be affected by noise from adjacent roads, industries or aircraft and warnings will apply to purchasers.
 - Some dwelling units are in proximity to commercial, institutional and/or school uses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise.
 - Natural Heritage System, valleys, woodlots and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of debris. Residents adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
 - Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.
 - Community mailboxes will be directly beside some lots. Locations are subject to change.
 - The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.
 - There may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops,

- shelters, pads, benches and other associated amenities on any municipal right-of-way to provide effective service coverage. Locations are subject to change.
- Boulevard trees will be planted according to Town standards and a tree will not necessarily be located in front of every home. Purchasers are further advised that home builders are not permitted to charge a purchaser separately for the cost of trees, sodding, fencing and paving of the driveway apron. The Town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
- The design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over builders' sales brochures.
- Gates are not permitted in fences when lots abut the Natural Heritage System, a trail, valleyland, active park, woodlot or stormwater management pond.
- The Town's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.
- This community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder regarding the particular situation for the model and lot you intend to purchase.
- For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
- Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca
- For detailed grading and berming information, please call the Town's Development Engineering Department 905.845.6601

SIGNED DATE 26 July 2023
 Director of Planning

WARNING CLAUSES:

WARNING CLAUSE TYPE 'A':

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES IN THE DEVELOPMENT AND WITHIN THE BUILDING UNITS, SOUND LEVELS DUE TO INCREASING ROAD AND/OR AIR TRAFFIC, MAY OCCASIONALLY INTERFERE WITH SOME ACTIVITIES OF THE DWELLING OCCUPANTS AS THE SOUND LEVEL MAY EXCEED THE NOISE GUIDELINES OF THE MUNICIPALITY AND MINISTRY OF THE ENVIRONMENT.

WARNING CLAUSE TYPE 'B':

THIS DWELLING UNIT HAS BEEN FITTED WITH A FORCED AIR HEATING SYSTEM AND THE DUCTING, ETC. WAS SIZED TO ACCOMMODATE CENTRAL AIR CONDITIONING. INSTALLATION OF CENTRAL AIR CONDITIONING WILL ALLOW WINDOWS AND EXTERIOR DOORS TO REMAIN CLOSED, THEREBY ENSURING THAT THE INDOOR SOUND LEVELS ARE WITHIN THE MUNICIPALITY'S AND THE MINISTRY OF THE ENVIRONMENT'S NOISE CRITERIA. (NOTE: THE LOCATION AND INSTALLATION OF THE OUTDOOR AIR CONDITIONING DEVICE SHOULD BE DONE SO AS TO MINIMIZE THE NOISE IMPACTS AND MUST NOT EXCEED AN ARI RATING OF 7.6 BELS.)

ADDITIONAL WARNING CLAUSES CONTINUED:

- A) PURCHASERS OF LOTS 1-24 ARE ADVISED THAT THEIR PROPERTIES ABOUT LANDS OR ARE IN CLOSE PROXIMITY TO LANDS WHICH MAY BE DEVELOPED FOR **FUTURE HIGH DENSITY RESIDENTIAL, COMMERCIAL OR MIXED COMMERCIAL / RESIDENTIAL USES.**
- B) PURCHASERS ARE ADVISED THAT A RETAINING WALL WILL BE LOCATED WITHIN THE REAR YARDS OF **LOTS 1-5.** THAT SAID WALL SHALL NOT BE ALTERED OR REMOVED IN ACCORDANCE WITH TOWN OF OAKVILLE POLICIES. IT SHALL BE THE OBLIGATION OF THE OWNER OF THE LOT TO MAINTAIN AND KEEP IN GOOD REPAIR SAID PORTION OF THE RETAINING WALL SITUATED ALONG THE LOT LINE OF THEIR LOT. THE PURCHASERS OF THESE LOTS AGREE THAT NO REPAIRS OR MAINTENANCE TO THE WALL CAN OCCUR FROM WITHIN THE NHS LIMIT WITHOUT THE NECESSARY PERMITS.
- C) PURCHASERS AND/OR TENANTS OF LOTS 1-24 ARE ADVISED THAT A PUBLIC WALKWAY MAY BE CONSTRUCTED BY THE TOWN AT A FUTURE DATE WITHIN NHS BLOCK 32 ABUTTING THE SUBJECT PROPERTIES. DURING NORMAL USE OF, AND ACTIVITY ON, THE WALKWAY, SOME NOISE COULD OCCASIONALLY BE GENERATED THAT MAY POTENTIALLY INTERFERE WITH OUTDOOR ACTIVITIES ON THE SUBJECT PROPERTY.
- D) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE STORMWATER MANAGEMENT POND, OR ANY OTHER PARKLAND AND OPEN SPACE ARE ADVISED THAT THESE LANDS, IN WHOLE OR IN PART, MAY BE VEGETATED TO CREATE A NATURAL SETTING. BE ADVISED THAT, IN THESE AREAS, THE TOWN **MAY NOT CARRY OUT ROUTINE MAINTENANCE** SUCH AS GRASS AND WEED CUTTING.
- E) PURCHASERS OF LOTS 21 AND 22 ARE ADVISED THAT THE LOTS MAY ABOUT A TOWN OWNED SERVICING BLOCK (BLOCK 53) AND MAY BE VEGETATED TO CREATE A NATURAL SETTING. BE ADVISED THAT, IN THESE AREAS, THE TOWN MAY NOT CARRY OUT ROUTINE MAINTENANCE SUCH AS GRASS AND WEED CUTTING.
- F) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE VILLAGE SQUARE, OR ANY OTHER PARKLAND AND OPEN SPACE ARE ADVISED THAT THESE PARKS, IN WHOLE OR IN PART, MAY BE VEGETATED TO CREATE A NATURAL SETTING. BE ADVISED THAT, IN THESE AREAS, THE TOWN MAY NOT CARRY OUT **ROUTINE MAINTENANCE** SUCH AS GRASS AND WEED CUTTING.
- G) PURCHASERS AND/OR TENANTS OF LOTS OR UNITS ADJACENT TO OR NEAR THE VILLAGE SQUARE ARE ADVISED THAT THESE **OPEN SPACE AREAS** MAY BE USED FOR GENERAL ACTIVE AND PASSIVE PUBLIC RECREATION AND LEISURE USES AND MAY CONTAIN A WALKWAY (LIT AND UNLIT), BIKEWAY, PLAYGROUND, TRAIL, SPLASH PAD. IN ADDITION TO DAYTIME USE, PARK FACILITIES MAY BE USED BY THE GENERAL PUBLIC IN THE EVENINGS AND ON WEEKENDS.
- H) PURCHASERS AND/OR TENANTS FOR ALL LOTS ADJACENT TO THE **WATERCOURSE BLOCK OR OTHER FEATURE REGULATED BY CONSERVATION HALTON** ARE ADVISED THAT THESE FEATURES ARE REGULATED BY CONSERVATION HALTON AND THAT ENCROACHMENT IS NOT PERMITTED AND THAT VEGETATION SHALL NOT BE MANICURED IN ACCORDANCE WITH ONTARIO REGULATION 162/06.
- I) PURCHASERS AND/OR TENANTS FOR ALL LOTS ADJACENT TO THE **NATURAL HERITAGE SYSTEM,** STORMWATER MANAGEMENT POND AND BUFFER BLOCKS (BLOCKS 29, 32), ARE ADVISED THAT THE TOWN RESERVES THE RIGHT TO INSTALL A PUBLIC TRAIL CONNECTION WITHIN THESE BLOCKS. FURTHER, PURCHASERS ARE ADVISED THAT INDIVIDUAL GATE ACCESS TO THESE BLOCKS FROM THEIR PROPERTY IS PROHIBITED. IN ADDITION, DUMPING OF YARD WASTE OR OTHER HOUSEHOLD MATERIALS IS ALSO PROHIBITED.
- J) PURCHASERS AND /OR TENANTS ARE ADVISED THAT **GATES ARE NOT PERMITTED** TO BE INSTALLED ALONG ANY BOUNDARY FENCE ADJACENT TO FUTURE SCHOOL BLOCK 43.
- K) PURCHASERS ARE ADVISED THAT THE TOWN OF OAKVILLE'S CURRENT **STREET TREE PLANTING STANDARDS,** WHICH ARE SUBJECT TO CHANGE, ARE INTENDED TO HAVE AN AVERAGE OF ONE TREE FOR EVERY 12 METRES OF FRONTAGE TO BE CONSIDERED FOR PLANTING IN ORDER TO ACCOMMODATE FUTURE TREE GROWTH. THIS MEANS THAT NOT EVERY HOUSE IS INTENDED TO RECEIVE A TREE. PURCHASERS ARE ALSO ADVISED THAT THE ABILITY TO ACCOMMODATE THE PLANTING OF A STREET TREE WITHIN THE PUBLIC ROAD ALLOWANCE WILL BE INFLUENCED BY HOUSING FORM, DEVELOPMENT SETBACKS, UTILITIES, DRIVEWAY WIDTH AND LOCATION. THE TOWN RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE WHETHER A STREET TREE WILL BE PLANTED AT ANY PARTICULAR LOCATION WITHIN THE SUBDIVISION PARTICULARLY ON NARROW BUILDING LOTS.
- L) PURCHASERS ARE ADVISED THAT **WINTER MAINTENANCE** AND SNOW PLOWING FROM PUBLIC STREETS AND LANEWAYS WILL BE DONE IN ACCORDANCE WITH THE COUNCIL APPROVED PROTOCOL AND POLICIES FOR SNOW REMOVAL.
- M) PURCHASERS AND/OR TENANTS ARE ADVISED THAT THE HOMEOWNER'S BUILDER IS RESPONSIBLE FOR THE TIMING AND COORDINATION OF **RECTIFYING LOT GRADING** MATTERS WHICH OCCUR PRIOR TO ASSUMPTION.
- N) PURCHASERS AND/OR TENANTS ARE ADVISED THAT PRIOR TO THE PLACEMENT OF ANY **STRUCTURES IN SIDE AND REAR YARDS,** THE ZONING BY-LAW SHOULD BE REVIEWED TO DETERMINE COMPLIANCE AND THAT A SITE ALTERATION PERMIT MAY BE REQUIRED PRIOR TO PROCEEDING TO DO ANY SITE WORK.
- O) PURCHASERS AND/OR TENANTS ARE ADVISED THAT **PRIVATE LANDSCAPING** IS NOT PERMITTED TO ENCROACH WITHIN THE TOWN'S ROAD ALLOWANCE, PUBLIC OPEN SPACE OR NATURAL HERITAGE SYSTEM AREA. ANY UNAUTHORISED ENCROACHMENTS ARE TO BE REMOVED BY THE HOMEOWNER PRIOR TO ASSUMPTION.
- P) PURCHASERS AND/OR TENANTS ARE ADVISED THAT AN OVERALL GRADE CONTROL PLAN HAS BEEN APPROVED FOR THIS PLAN AND FURTHER SOME LOTS WILL INCORPORATE THE DRAINAGE OF ADJOINING LOTS THROUGH THE DESIGN OF **SWALES AND REAR LOT CATCH BASINS.**
- Q) PURCHASERS ARE ADVISED THAT ANY **UNAUTHORIZED ALTERATION OF THE ESTABLISHED LOT GRADING AND DRAINAGE PATTERNS** BY THE HOMEOWNER MAY RESULT IN NEGATIVE DRAINAGE IMPACTS TO THEIR LOT AND/OR ADJOINING LOTS.
- R) PURCHASERS AND/OR TENANTS ARE ADVISED THAT THE HOMEOWNER'S BUILDER IS REQUIRED TO ENSURE THE LOT IS GRADED TO THE APPROVED LOT GRADING PLAN AND TO HAVE THE LOT GRADING CERTIFIED PRIOR TO THE REDUCTION/RELEASE OF ANY POST LOT GRADING SECURITIES. THE BUILDER IS TO ADVISE THE PURCHASER ONCE THE LOT HAS BEEN GRADED TO THE APPROVED PLAN AND CERTIFICATION HAS BEEN PROVIDED TO THE TOWN. THE PURCHASER AND/OR TENANT WILL BE PROVIDED A PERIOD OF TIME TO CONTEST ANY GRADING ISSUES. SHOULD THE PURCHASER NOT CONTEST THE GRADING CERTIFICATE COMPLETED BY THE BUILDER, THE PURCHASER WILL THEN ASSUME FULL RESPONSIBILITY FOR THE LOT GRADING BEYOND THAT POINT. PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO MODIFY OR ALTER THE GRADING OF THEIR LOT WITHOUT PRIOR WRITTEN APPROVAL FROM THE TOWN OF OAKVILLE.
- S) PURCHASERS ARE ADVISED THAT THE FOLLOWING STREET(S) IN THE AREA MAY BE DESIGNATED AS **INTERIM OR PERMANENT BUS ROUTES,** AND THAT BUS STOPS AND SHELTERS MAY BE INSTALLED ALONG THE STREET(S): JOHN MCKAY BOULEVARD AND WHEAT BOOM DRIVE
- T) PURCHASERS AND/OR TENANTS ARE ADVISED THAT HOME/BUSINESS MAIL DELIVERY WILL BE FROM DESIGNATED **CENTRALIZED MAIL BOXES** AND THAT PURCHASERS ARE TO BE NOTIFIED BY THE DEVELOPER/OWNER REGARDING THE EXACT CENTRALIZED MAIL BOX LOCATIONS PRIOR TO THE CLOSING OF ANY HOME SALES.
- U) PURCHASERS ARE ADVISED THAT THE **SCHOOLS** ON SITES DESIGNATED FOR THE HALTON DISTRICT SCHOOL BOARD OR HALTON CATHOLIC DISTRICT SCHOOL BOARD IN THE COMMUNITY ARE NOT GUARANTEED. ATTENDANCE IN THE AREA IS NOT GUARANTEED. PUPILS MAY BE ACCOMMODATED IN TEMPORARY FACILITIES AND/OR BE DIRECTED TO SCHOOLS OUTSIDE OF THE AREA.
- V) PURCHASERS ARE ADVISED THAT **SCHOOL BUSES** WILL NOT ENTER A CUL-DE-SAC AND PICK-UP POINTS WILL BE GENERALLY LOCATED ON THROUGH STREETS CONVENIENT TO THE HALTON STUDENT TRANSPORTATION SERVICES. ADDITIONAL PICK-UP POINTS WILL NOT BE LOCATED WITHIN THE SUBDIVISION UNTIL MAJOR CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.
- W) PURCHASERS ARE ADVISED THAT VILLAGE SQUARES WILL CONTAIN **CHILDREN'S PLAY EQUIPMENT** THAT MAY GENERATE NOISE OR NUISANCE TO THOSE HOMEBUYERS WHO PURCHASE ADJACENT TO PARKS AND OPEN SPACE. VILLAGE SQUARES MAY ALSO CONTAIN COMMUNITY MAIL BOXES. COMMUNITY PARKS MAY ALSO INCLUDE THE PROVISIONS FOR SPORTS FIELD LIGHTING THAT MAY GENERATE NOISE OR NUISANCE TO HOMEBUYERS WHO PURCHASE ADJACENT TO COMMUNITY PARKS.
- X) PURCHASERS ARE ADVISED THAT TOWN **STORMWATER MANAGEMENT PONDS** WILL BE SUBJECT TO SCHEDULED MAINTENANCE AND PERIODIC CLEANOUT IN ACCORDANCE WITH TOWN REQUIREMENTS.
- Y) PURCHASERS ARE ADVISED THAT **DRIVEWAY ENTRANCE WIDENINGS** OR MODIFICATIONS WILL NOT BE PERMITTED WHERE THEY IMPACT ON THE AVAILABILITY OF ON-STREET PARKING SPACE. PROPERTY OWNERS MUST TAKE NOTE OF THE AVAILABLE PARKING SPACE ON THEIR OWN PRIVATE LOT AND PURCHASE HOMES WITH KNOWLEDGE THAT ADDITIONAL SPACE FOR MORE PERSONAL / FAMILY VEHICLES MAY BE LIMITED OR UNAVAILABLE.
- Z) PURCHASERS OF LOTS/UNITS ABUTTING, FRONTING AND ADJACENT TO THE SCHOOL SITE DESIGNATED FOR THE HALTON DISTRICT SCHOOL BOARD ARE ADVISED THAT **TEMPORARY FACILITIES/PORTABLES** MAY BE SITED ON THE SCHOOL SITE IN ORDER TO ACCOMMODATE PUPILS IN EXCESS OF THE SCHOOL BUILDING CAPACITY.
- AA) PURCHASERS ARE ADVISED THAT **CATHOLIC SCHOOL ACCOMMODATION** MAY NOT BE AVAILABLE FOR STUDENTS RESIDING IN THIS AREA, AND THAT YOU ARE NOTIFIED THAT STUDENTS MAY BE ACCOMMODATED IN TEMPORARY FACILITIES AND/OR BUSSED TO EXISTING FACILITIES OUTSIDE THE AREA. HALTON CATHOLIC DISTRICT SCHOOL BOARD WILL DESIGNATE PICK UP POINTS FOR THE CHILDREN TO MEET THE BUS ON ROADS PRESENTLY IN EXISTENCE OR OTHER PICK UP AREAS CONVENIENT TO THE BOARD.
- BB) PURCHASERS ARE ADVISED THAT NORTH OAKVILLE IS FOUNDED ON THE PRINCIPLE OF **PUBLIC TRANSIT AS A PRIORITY** AND AS SUCH BUSES WITH VARYING FREQUENCIES OF SERVICES ARE EXPECTED TO OPERATE THROUGHOUT THE NEIGHBOURHOODS. RESIDENTS ARE EXPECTED TO ACCEPT BUS OPERATIONS, WITH THEIR ASSOCIATED IMPACTS AS A REALITY ALONG ROADWAYS OF THIS COMMUNITY. TRANSIT INFRASTRUCTURE INCLUDING **BUS STOPS AND BUS SHELTERS** MAY BE LOCATED ON MUNICIPAL STREETS WITHIN SUBDIVISIONS EITHER AS TEMPORARY AND/OR PERMANENT FEATURES.
- CC) PURCHASERS ARE ADVISED THAT PUBLIC ROADS ARE EXPECTED TO ACCOMMODATE PEDESTRIANS, CYCLISTS AND VEHICLES OF ALL TYPES. TEMPORARY AND/OR PERMANENT PUBLIC PARKING ALONG MUNICIPAL ROADS EXCEPT LANEWAYS ADJACENT TO ANY PROPERTY CAN BE MADE AVAILABLE FOR ON-STREET PARKING BY THE PUBLIC AND IS NOT RESERVED FOR USE BY THE PROPERTY OWNER. THIS WILL BE MOST EVIDENT IN CLOSE PROXIMITY TO PARKS, SCHOOLS, LANEWAYS AND COMMERCIAL OR MIXED USE DISTRICTS WHERE VISITORS TO THESE LOCATIONS WILL BE ENCOURAGED TO PARK ON-STREET IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS AS ON-SITE PARKING SPACE WILL BE MINIMAL OR NON-EXISTENT. PURCHASERS ARE ALSO ADVISED TO REVIEW THE PARKING PLAN FOR THE SUBDIVISION AND TO EDUCATE THEMSELVES REGARDING THE TOWN'S PARKING PROGRAMS, INCLUDING THE NORTH OF DUNDAS ON-STREET PARKING PERMITS. PURCHASERS ARE FURTHER ADVISED THAT ON-STREET PARKING IS PROHIBITED, YEAR ROUND, FROM 2 A.M. TO 6 A.M. UNLESS A VALID PERMIT HAS BEEN OBTAINED.
- DD) PURCHASERS ARE ADVISED THAT THERE IS THE POTENTIAL FOR HIGH WATER PRESSURES WITHIN THE SUBDIVISION
- EE) PURCHASERS AND/OR TENANTS OF LOTS IN PROXIMITY TO DUNDAS STREET ARE ADVISED THAT **NOISE ATTENUATION BARRIERS** MAY BE LOCATED ADJACENT TO THE LOT ON PUBLIC PROPERTY AND THAT NO MODIFICATIONS OR ALTERATIONS ARE PERMITTED TO THE NOISE ATTENUATION STRUCTURE.
- FF) PURCHASERS AND/OR TENANTS ARE ADVISED THAT FUTURE DRIVEWAY ACCESS TO THE HIGH DENSITY RESIDENTIAL USES AND/OR MIXED COMMERCIAL/RESIDENTIAL USES TO BE DEVELOPED WITHIN **DUNDAS URBAN CORE BLOCKS** (BLOCKS 30 AND 31) MAY BE FROM JOHN MCKAY BOULEVARD AND/OR MILLAND DRIVE.

SIGNED


Director of Planning

DATE 26 July 2023

GEOTHERMAL SCHEDULE 'C' CLAUSES:

1. PURCHASER ACKNOWLEDGES THAT THERE IS NO NATURAL GAS WITHIN THE SUBDIVISION. ALL DWELLINGS WILL BE HEATED AND COOLED, BY A GEOTHERMAL ENERGY SYSTEM. PURCHASERS WILL NOT HAVE ACCESS TO A NATURAL GAS LINE FOR FIREPLACES, BARBECUES, STOVES, ETC.

A GROUND SOURCE HEAT PUMP ("GSHP" OR "HEAT PUMP") AND A HOT WATER HEATER WILL BE INSTALLED INSIDE THE DWELLING AND ARE INCLUDED WITH THE PURCHASE OF THE REAL PROPERTY, THE HEAT PUMP CONVERTS THE GEOTHERMAL FLUID INTO HEATING AND COOLING.
2. THE GEOTHERMAL ENERGY SYSTEM REQUIRES ADDITIONAL INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SUBSURFACE INSTALLATIONS ON THE REAL PROPERTY. THIS INFRASTRUCTURE IS PROVIDED BY **FERNSBY GEOTHERMAL LIMITED** AS MORE PARTICULARLY SET OUT IN, AND SUBJECT TO THE TERMS OF, **THE ENERGY SERVICE AGREEMENT ("ESA")** SEPARATELY ATTACHED TO THIS AGREEMENT OF PURCHASE AND SALE AS SCHEDULE " _ ".
3. THE PURCHASER ACKNOWLEDGES THAT THE DWELLING WILL BE HEATED AND COOLED SOLELY BY WAY OF THE GEOTHERMAL ENERGY SYSTEM, FURTHER DETAILS OF WHICH ARE AVAILABLE FROM THE ESA.
4. THE PURCHASER ACKNOWLEDGES THAT THE ONTARIO ENERGY BOARD IS ONTARIO'S INDEPENDENT ENERGY REGULATOR, WHOSE MANDATE INCLUDES REGULATING ENERGY COMPANIES AND PROVIDING CONSUMER PROTECTION. THE ONTARIO ENERGY BOARD DOES NOT REGULATE HEATING AND COOLING SERVICES BEING GENERATED THROUGH THE GEOTHERMAL ENERGY SYSTEM. THE HEATING AND COOLING SERVICES PROVIDED BY THE PRIVATE COMPANY TO ALL LOTS ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY. ACCORDINGLY, THERE IS NO OVERSIGHT FROM THE ONTARIO ENERGY BOARD, TARIOR OR ANY OTHER ENTITY ON THE HEATING AND COOLING SERVICES BEING PROVIDED TO ALL LOTS IN THE SUBDIVISION, INCLUDING THE LEVEL OF SERVICE AND THE SETTING OF RATES CHARGED TO THE PURCHASER FOR HEATING AND COOLING SERVICES.
5. THE PURCHASER ACKNOWLEDGES THAT THE CORPORATION OF THE TOWN OF OAKVILLE IS NOT AFFILIATED WITH THE PRIVATE COMPANY THAT PROVIDES THE GEOTHERMAL ENERGY SYSTEM TO ALL DWELLINGS IN THE SUBDIVISION. THE TOWN IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE GEOTHERMAL ENERGY SYSTEM, THE HEATING AND COOLING SERVICES OR THE HEAT PUMPS BEING PROVIDED TO ALL DWELLINGS IN THE SUBDIVISION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TOWN IS NOT RESPONSIBLE IN ANY WAY FOR THE FAILURE OF THE GEOTHERMAL ENERGY SYSTEM OR THE HEAT PUMPS OR ANY MATTER RELATING TO THE PROVISION OF HEATING AND COOLING SERVICES TO ALL DWELLINGS IN THE SUBDIVISION.
6. EACH PURCHASER IN THIS SUBDIVISION HEREBY RELEASES THE TOWN, ITS OFFICERS, COUNCIL MEMBERS, DIRECTORS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE "TOWN'S REPRESENTATIVES") FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, COSTS, DUES, ACCOUNTS, COVENANTS, CONTRACTS, DEMANDS, PROCEEDINGS AND CLAIMS FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER WHICH THE PURCHASER HAS, HAD, NOW HAVE OR MAY HEREAFTER HAVE AGAINST THE TOWN AND/OR ANY OF THE TOWN'S REPRESENTATIVES RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE GEOTHERMAL ENERGY SYSTEM AND/OR THE HEAT PUMPS AND/OR THE HEATING AND COOLING SERVICES OR LACK OF HEATING AND COOLING SERVICES PROVIDED TO ALL UNITS IN THE SUBDIVISION.
7. ALL PURCHASERS IN THE SUBDIVISION ARE HEREBY NOTIFIED THAT THE HEATING AND COOLING SERVICES TO BE PROVIDED IN THE SUBDIVISION ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY AND PURCHASERS ARE TO REFER TO THE ESA WITH THE HEATING AND COOLING SERVICE PROVIDER.
8. ALL PURCHASERS IN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT THE TOWN IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE GEOTHERMAL ENERGY SYSTEM AND THE HEATING AND COOLING SERVICES BEING PROVIDED TO THE SUBDIVISION.
9. THE PURCHASER ACKNOWLEDGES THAT WHILE THE COMMUNITY IS CURRENTLY IN ADVANCED PLANNING STAGES, IT IS POSSIBLE THAT CERTAIN ELEMENTS OF THE DESIGN, INCLUDING THE PROPOSED GEOTHERMAL ENERGY SYSTEM, AND CLEAN ENERGY TECHNOLOGIES (COLLECTIVELY, THE "GEOTHERMAL ENERGY SYSTEMS") MAY NOT MATERIALIZE FOR REASONS INCLUDING, WITHOUT LIMITATION, TENTATIVE PARTNER COMMITMENTS, ENGINEERING MATTERS, COMMUNITY DESIGN, GOVERNMENT APPROVALS, VENDOR DETERMINATIONS AS TO MARKET DEMAND AND COST AND FOR ANY OTHER REASON WHATSOEVER. WHILE IT IS INTENDED THAT THE OWNER OF THE LOT MAY BENEFIT FROM A REDUCED CARBON FOOTPRINT, ENHANCED ENERGY EFFICIENCY AND RELATED COST OR TAX BENEFITS AS THE RESULT OF THE INSTALLATION OF THE GEOTHERMAL ENERGY SYSTEMS (SHOULD SAME OCCUR), THE PURCHASER ACKNOWLEDGES THAT EVEN IF THESE GEOTHERMAL ENERGY SYSTEMS (OR ANY OF THEM) PROCEED, UNCERTAINTY RELATED TO EQUIPMENT USE, PERFORMANCE, MARKETS AND REGULATIONS MEAN THAT SUCH BENEFITS, EFFICIENCIES AND RELATED SAVINGS MIGHT NEVER BE REALIZED, OR MAY BE REALIZED AT LEVELS WHICH DIFFER FROM THOSE ANTICIPATED BY THE PURCHASER OR THE VENDOR. IN THE EVENT THAT GEOTHERMAL ENERGY SYSTEMS ARE INSTALLED IN THE COMMUNITY, THEY WILL BE OF A TYPE, DESIGN AND SCOPE DETERMINED BY THE VENDOR IN ITS SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION.
10. WITHOUT LIMITING ANY OTHER PORTION OF THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES SPECIFICALLY WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS, THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, COLLATERAL AGREEMENTS OR CONDITIONS AFFECTING SAME FOR WHICH THE VENDOR, ITS AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, VENDORS, OR RELATED ENTITIES (SUCH AGENTS ETC. BEING, FOR THE PURPOSES OF THIS SCHEDULE, PART OF THE "VENDOR") CAN BE HELD RESPONSIBLE OR LIABLE FOR IN ANY WAY, WHETHER CONTAINED, PORTRAYED, ILLUSTRATED OR REPRESENTED BY, OR IN, ANY PLAN, DRAWING, BROCHURE, ARTIST'S RENDERINGS, DISPLAY, MODEL OR ANY OTHER SALES OR MARKETING MATERIALS, INCLUDING WITHOUT LIMITATION, ANY STATEMENTS OR REPRESENTATIONS MADE BY REAL ESTATE AGENTS, EMPLOYEES OF REAL ESTATE AGENTS, BROKERS OR EMPLOYEES OF THE VENDOR AND THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS BETWEEN THE VENDOR AND THE PURCHASER, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS. THE PURCHASER ACKNOWLEDGES THAT ANY ORAL STATEMENTS MADE BY OR ON BEHALF OF THE VENDOR CONCERNING THE GEOTHERMAL ENERGY SYSTEMS BEFORE THE DATE OF THIS AGREEMENT DID NOT INDUCE THE PURCHASER TO ENTER INTO THIS AGREEMENT, NOR DID THE NAME OF THE COMMUNITY, AND THE VENDOR MAY RENAME THE COMMUNITY AT ITS SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION AND/OR MAINTAIN THE CURRENT NAME, EVEN IF NO GEOTHERMAL ENERGY SYSTEMS ARE INSTALLED IN THE COMMUNITY. THE PURCHASER SPECIFICALLY CONFIRMS THAT HE OR SHE IS NOT RELYING ON ANY STATEMENT, ASSERTION, REPRESENTATION, WARRANTY OR COVENANT SET OUT IN ANY ADVERTISEMENTS, WEB SITES, COMMUNICATIONS OR MARKETING MATERIALS, OR OTHERWISE MADE BY OR ON BEHALF OF THE VENDOR, IN RESPECT OF THE GEOTHERMAL ENERGY SYSTEMS. THE VENDOR SPECIFICALLY MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS REGARDING CARBON FOOTPRINTS, CLEAN ENERGY, CLEAN AIR, EFFICIENCIES, COST SAVINGS OR TAX BENEFITS.
11. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE VENDOR AND ITS PARTNERS HAVE EXTENSIVE DISCRETIONARY RIGHTS WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS INCLUDING, WITHOUT LIMITATION, THE RIGHT IN THEIR RESPECTIVE SOLE, SUBJECTIVE AND ABSOLUTE DISCRETION TO:
 - o NOT CONSTRUCT, INSTALL OR OPERATE ANY GEOTHERMAL ENERGY SYSTEMS WHATSOEVER IN THE COMMUNITY;
 - o INSTALL GEOTHERMAL ENERGY SYSTEMS FOR SOME BUT NOT ALL DWELLINGS IN THE COMMUNITY,
 - o DISCONNECT AND/OR DECOMMISSION THE GEOTHERMAL ENERGY SYSTEMS FROM DWELLINGS;
 - o ALTER THE DESIGN, EQUIPMENT, OPERATION OR PERFORMANCE OF THE GEOTHERMAL ENERGY SYSTEMS AND/OR TO REPLACE ANY GEOTHERMAL ENERGY SYSTEM RELATED EQUIPMENT, INCLUDING THE HEAT PUMPS AND HOT WATER HEATERS, WITH OTHER EQUIPMENT OR TECHNOLOGIES; AND/OR
 - o INSTALL IN SOME OR ALL DWELLINGS AND/OR THE REAL PROPERTY, AND/OR THE COMMUNITY, INSTEAD OF OR IN ADDITION TO THE GEOTHERMAL ENERGY SYSTEMS, OTHER SOURCE(S) OR TECHNOLOGY(IES), SUCH AS A NATURAL GAS FURNACE AND/OR TRADITIONAL AIR CONDITIONING SYSTEM, FOR HEATING AND, IN THE VENDOR'S DISCRETION, FOR COOLING OF THE DWELLING;AND THE PURCHASER SHALL HAVE NO RIGHT TO AMEND, TERMINATE OR RESCIND THIS AGREEMENT RESULTING FROM ANY OF THE FOREGOING AND THE FOREGOING SHALL NOT BE THE BASIS FOR AND SHALL NOT GIVE RISE TO ANY RIGHT TO READJUSTMENT, ABATEMENT OR REDUCTION OF THE PURCHASE PRICE OR TO ANY OTHER CLAIM BY THE PURCHASER OF ANY KIND WHATSOEVER.
12. THE PURCHASER ACKNOWLEDGES THAT THE VENDOR IS NOT A REPRESENTATIVE OF OR AGENT FOR: (I) FERNSBY GEOASSET LIMITED, (II) FERNSBY GEOTHERMAL LIMITED, OR ANY OF THEIR RESPECTIVE SUCCESSORS, AFFILIATES OR ASSIGNS; NOR (IV) ANY OTHER THIRD PARTY WITH WHOM THE PURCHASER MAY ENTER INTO A CONTRACT FOR GOODS OR SERVICES RELATED TO ANY GEOTHERMAL ENERGY SYSTEMS OR HOME HEATING AND COOLING. THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THE VENDOR IS NOT THE AGENT FOR ANY SUCH PARTY AND THE VENDOR BEARS NO RESPONSIBILITY OR LIABILITY FOR THE OFFER, ACCEPTANCE, EXECUTION OR PERFORMANCE OF ANY SUCH CONTRACT, NOR FOR ANY REPRESENTATIONS, WARRANTIES OR COVENANTS IF ANY, MADE TO THE PURCHASER BY ANY OTHER PARTY WITH RESPECT TO THE GEOTHERMAL ENERGY SYSTEMS HOME HEATING OR COOLING, OR ANY MATTER RELATED THERETO. THE PURCHASER ACKNOWLEDGES AND ACCEPTS THAT HE OR SHE HAS HAD THE OPPORTUNITY TO REVIEW SUCH CONTRACTS PRIOR TO THE EXECUTION OF THE AGREEMENT AND TO CORRECT ANY ERRORS.

SIGNED


Director of Planning

DATE 26 July 2023