

APPENDIX " C "  
to  
REPORT PAN/2019-026  
FILE NO. D65-29-026

Document General

Subdivision Agreement

Between

James Roberts Webster  
Charles Arthur Webster  
Isabel Anne Luce  
David William Luce

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and

The Corporation of the City of Kawartha Lakes

Elysian Fields  
Phase Four, Lots 1 to 12  
16T- 04505

Dated as of \_\_\_\_\_, 2019

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

James Roberts Webster  
Charles Arthur Webster  
Isabel Anne Luce  
David William Luce

---

Hereinafter called the "OWNER"

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the "CITY"

OF THE SECOND PART

WHEREAS Council has granted Draft Plan Approval with Conditions (File No. 16T-04505 – D05-29-026) for the proposed subdivision, and whereas Council has authorized the execution of this Agreement, which requires that the Owner shall satisfy all the requirements financial and otherwise of the City. This Agreement is entered into to set out the terms and conditions which must be met in consideration of the City and appropriate agencies advising the City that the conditions have been met.

AND WHEREAS the Land affected by this Agreement is legally described as Part of Lot 30, Concession 6, Geographic Township of Fenelon, in the City of Kawartha Lakes, now being Lots 1 to 12, both inclusive, and Blocks 13 and 14, as shown on Plan 57M- \_\_\_\_\_, City of Kawartha Lakes.

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26) of the *Planning Act* for an Agreement to provide for the implementation of the draft plan conditions for File No. 16T-04505 as required by the City and the City has agreed to allow the registration of the Plan of Subdivision for the above-mentioned Land.

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, hereinafter referred to as the "Public Services", to serve the Land to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public

Services as are hereinafter provided and to enter into this Agreement.

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

**1. PUBLIC SERVICES**

**a) SERVICING**

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within forty-eight (48) months after the date of execution of this Agreement, subject to unavoidable delay, the installation of the Public Services as shown on Schedule "A-1" and as further itemized in Schedules "C" and "D" to this Agreement. All Public Services as shown on Schedules "A-1" and as further itemized in Schedules "C" and "D" shall be constructed in strict accordance with the plans and specifications approved by the Director of Engineering and Corporate Assets, or his or her designate or equivalent, hereinafter referred to as the "Director". A paper copy and electronic copy on CD of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development. The construction management plan will include measures to minimize construction mud on the roads as well as road cleanings at the expense of the Owner.

**b) INSPECTION**

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the consulting engineering firm of D.G. Biddle and Associates Ltd. (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule 'I', with respect to the work being done under its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director.

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction of Public Services. If the Owner's Engineer does not supervise the installation of the Public Services

satisfactorily, the City may stop the construction.

c) CONTRACTORS

Any contractors employed by the Owner to complete the installation of any Public Service must be approved by the Director. Notwithstanding this, contractors engaged to grade, topsoil and sod the boulevards and those engaged to construct and pave driveway aprons prior to the assumption of the roads need not be approved by the Director subject to such work being certified by the Engineer.

The City reserves the right to employ its own contractor for any works, the cost of which is partially or completely paid for by the City, provided no such City-employed contractor shall increase the costs of such works or delay the performance of such works.

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the four (4) year period outlined in Section 1.a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Land and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

No finished road surface shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan of Subdivision must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City. The signs will not be removed until such time as the assumption by-law is passed.

Engineering drawings showing "As-Built" information for all public services installed, in electronic AutoCAD, PDF and hard copy are required to be submitted to the City for Acceptance of Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including storm infrastructure, within the development until the Director receives and approves the "As-Built" drawings.

e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of

the Director, do all acts and things as are required by the Director to rectify the condition.

In the event the condition as aforesaid is an emergency, or immediate rectification is required, the City may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Owner, and the Owner shall reimburse the City for any and all expenses incurred, whether directly or indirectly by the City, in connection with the same. It is understood and agreed between the parties hereto that any repair work carried out by the City under this clause shall not be deemed, for any purposes whatsoever, as acceptance or assumption of the said Public Services by the City.

f) ACCEPTANCE

When the Public Services are completed and cleaned to the satisfaction of the Engineer the Owner shall advise the Director in writing that the Public Services are completed and shall request an inspection by the City for the purposes of accepting the Public Services. The City shall carry out inspections and shall advise the Engineer of any items of work requiring further rectifications.

Prior to Acceptance and Occupancy of any unit, the Owner shall file with the Director the following:

- i) An electronic copy on a CD (AutoCad and pdf) as required and a full set of hard copy drawings showing "As-Built" information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services to guarantee performance of the completed Public Services;
- iii) A statutory declaration that all accounts for material, labour and equipment employed for installation of the Public Services are paid in full;
- iv) A certificate from the Consulting Engineer, certifying that the Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her Agent as the case may be, and that the rough grading of the Subdivision Land has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility;
- v) A letter of credit or cash deposit in the amount of \$3000.00 per vacant Lot on which a dwelling has not been constructed to secure the completion of grading and landscaping on that Lot.

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the Public Services constructed, installed, or provided by the Owner for a period of one (1) year from the date of Acceptance by the City, with the exception of the top course of surface asphalt and final repairs and/or corrective measures to surface works which shall be subject to a minimum one year maintenance period.

#### h) ASSUMPTION

Upon completion of the one (1) year maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required:

- i) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- ii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to roadways, etc.;
- iii) to pay for the cost of installation of pavement markings;
- iv) to repair grading problems associated with any lot or block within the Plan of Subdivision on which a dwelling has been completed or, in the alternative, to secure such remediation by way of a \$3,000.00 deposit for each Lot on which there exist any such problems;
- v) to rectify, clean out, and repair damages to the stormwater management facilities, and to assure the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vi) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii) to make all plant material replacements pursuant to the conditions of the maintenance period.

#### i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.h) above to the satisfaction of the Director. In addition, the Director will be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- 3) a certificate executed by the Engineer certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible; and
- 4) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;

- 5) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City.
- 6) A listing of assets to be assumed by the City, in a format acceptable to the City.

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the City shall pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

No action of the City, by way of repair to Public Services, maintenance, use of or connection to Public Services, snow removal from roadways, operation of street lighting system or any other use or action shall be construed as assumption of the affected Public Services and no ownership shall vest with the City and no assumption shall be construed until the Assumption By-law is passed by City Council.

k) LIABILITY

Until assumption as provided for in Section 1.j) above, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title, hereby covenant to indemnify and save harmless the said City from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the installation of any works required under this Agreement, or the failure of the Owner to complete the contemplated installation.

The Owner shall insure against all damages or claims for damage with an insurance company satisfactory to the Manager of Financial Services. Such policy (or policies) shall be provided to the City prior to the execution of this Agreement and be issued in the joint names of the Owner and the City, and the form and content shall be subject to the approval of the Insurance Risk Management Coordinator. The insurance policy shall remain in the custody of the City during the life of this Agreement. The minimum limit of such policy shall be \$5,000,000.00 all inclusive, but the City shall have the right to set higher amounts.

The insurance policy shall be in effect for the period of this Agreement; including all guaranteed maintenance periods. The premiums for the insurance policy shall be paid promptly, and the Owner shall provide proof to the Insurance

Risk Management Coordinator upon request that the insurance policy is in full force and effect.

The insurance policy shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy, if any, for which he or she may be held responsible.

## **2. CLEARANCE OF BUILDING LOTS**

The Owner further COVENANTS AND AGREES with the City that no Building Permits will be applied for or issued for detached dwelling or buildings or structures on any of the Lots and Blocks shown on Schedule "A" attached hereto until such time as drainage facilities and suitable granular road foundation have been installed and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks for which said Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto, until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Kawartha Conservation. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

## **3. LAND FOR MUNICIPAL PURPOSES**

a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such easements and Blocks as are set out in Schedule "B" hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for municipal purposes in conjunction with the registration of the Plan of Subdivision.

b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule "A" hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way.

c) The Owner and the City further AGREE that the deeds for all the said Land as set out in Schedule "B" hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.

d) The Owner further COVENANTS AND AGREES that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of the Owner's Land herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under Schedule "B" of this Agreement and further COVENANTS AND AGREES to remove any such

junk, debris or refuse so deposited immediately when so directed by the City and at his own expense.

e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City's behalf.

g) The Owner AGREES to grant, at his expense, such further easements and right-of-ways as may be required for the installation and supply of the Public Services, including those easements and right-of-ways which the Director may establish as necessary during construction and prior to Assumption, and any such additional easements and right-of-ways shall thereafter be deemed to have been set out in Schedule "B".

#### **4. LAND TO BE RETAINED BY THE OWNER**

Not applicable.

#### **5. LOT GRADING**

a) The Owner AGREES with the City that all Lots and Blocks will be graded in accordance with the Lot Grading Plan on file with the City and identified as Schedule "E", and in the manner described in Schedule "C" hereto and topsoil will be replaced in accordance with Section 16 of this Agreement hereof and further that prior to the placing of topsoil on any of the Land herein the Owner will arrange for an inspection of and receive the approval of the lot grading by the Engineer.

b) The Owner AGREES to place in the deed, transfer or conveyance for every Lot and Block a restrictive covenant in favour of the remaining land affected by this Agreement that the purchaser or transferee will not alter the drainage on the land in any way as to adversely affect the drainage pattern established by the Lot Grading Plan as amended and approved by the City. That restrictive covenant shall run with the land and shall state that the Owner will not do, or cause to be done, any activity that alters the drainage on the land including, but not limited to, constructing a building or structure without the approval of the City's Engineering and Corporate Assets Department, placing fill, planting trees, or landscaping.

c) The Owner AGREES that Schedule "E", Lot Grading Plan, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that s/he shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations

as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner's Consulting Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) It is AGREED that any deposit monies provided by the Owner to the City pursuant to the provisions of Subsections 1.f)(v) and/or 1.h)(v) hereof shall be in addition to all other financial requirements of the Owner. Upon the subsequent and satisfactory completion of lot grading on any such Lot or Block, the deposit of \$3,000 applicable to said Lot or Block shall be refunded by the City to the Owner. In the event that the lot grading has not been undertaken on a Lot or Block on which construction of a dwelling has been completed, the City shall be entitled, in its absolute discretion, albeit only after having first afforded the Owner an opportunity to undertake and complete the grading, to apply the deposit monies to complete the grading on said Lot or Block.

e) The Owner and City AGREE that no Building Permit will be issued for any Lot unless a site and grading plan has been submitted in conjunction with the corresponding Building Permit application. The site and grading plan shall show:

- i) the dimensioned property limits of the Lot or Block;
- ii) the proposed location of the dwelling and/or detached accessory buildings and/or structures to be located on the Lot or Block;
- iii) the proposed lowest basement floor elevation and proposed lowest opening and proposed finished floor grades of the dwelling;
- iv) the proposed finished Lot or Block grades;
- v) the existing and proposed lot grades for each of the corners of the Lot or Block and intermediate points of grade change;
- vi) the finished road grades adjacent to the Lot or Block;
- vii) the proposed location of water, sanitary, and storm servicing;
- viii) the proposed driveway location and maximum width as per the stormwater management design; and
- ix) all other requirements outlined in the City's Lot Grading and Drainage Guidelines.

Such site and grading plans shall have been approved by the Engineer, and shall contain a certificate by the Engineer which shall certify the following:

- vii) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- viii) that the Engineer has examined the plans and drawings for the

proposed dwelling to be erected on the Lot or Block; and;

- x) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.

f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).

g) The Owner of any Lot with a sewage system AGREES that it shall be his responsibility to maintain the sewage system envelope for the Lot or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.

h) The Owner agrees to maintain and post a copy of the overall Lot Grading Plan in any sales office/online for prospective buyers to view.

#### **6. PAYMENT OF TAXES**

a) The Owner AGREES to pay all arrears of taxes outstanding against the Land before execution of this Agreement by the City.

b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the said Land on the basis and in accordance with assessment and collector's roll entries until such time as the Land herein being developed has been assessed and entered on the collector's roll. Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

#### **7. COMMUTATION OF LOCAL IMPROVEMENTS – Not Applicable**

The Owner AGREES to commute and pay all charges with respect to existing local improvements assessed against the Land. Such payments are to be made by the Owner prior to registration of this Agreement

#### **8. DEFAULT**

a) The Owner shall be in default of this Agreement if the Owner fails to install the Public Services in compliance with the approved drawings and within the time schedule agreed upon, or if the Owner:

- i) is not diligently completing the Public Services within the specified time, and/or;
- ii) neglects or abandons the Public Services prior to completion, and/or;
- iii) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
- iv) is refusing to renew or complete such Public Services as may be

- directed as defective or unsuitable, and/or;
- v) is not constructing the Public Services in compliance with the Director's approved drawings and conditions and/or;
- vi) otherwise defaults in its obligations set out in performance in accordance with this Agreement.

b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.

c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to draw upon its security without further notice to the Owner in order to provide funds for payment of any Public Services undertaken by the City.

d) If the cost of any work performed by the City exceeds the value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Land.

e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided-for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

## **9. FINANCIAL ARRANGEMENTS**

The Owner UNDERTAKES AND AGREES to the following financial arrangements with respect to the performance of this Agreement:

a) The Owner at its own expense shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security (herein referred to as "the security") in the amount of 100% required by the City to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in Schedule "D", including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in Schedule "D" hereto.

b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept in full force and effect and that he or she will pay all premiums as the same come

due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;
- ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii) Partial drawings on the security shall be permitted;
- iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry.

c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to Schedule "D" to reflect the value of work already completed by the Owner shall generally be as follows:

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%).
- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D".
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of the Public Services.

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Services or completed work, whether pursuant to the Construction Act, R.S.O. 1990, c. C.30, as amended or otherwise.

d) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the City Clerk under the Construction Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Act, it is agreed that the City may use the security for payment into court of any amount required by the provisions of the Construction Act, providing the Owner is

unable to remove the lien within twenty-one (21) business days of receiving notification.

e) Where there has been a default by the Owner with respect to any provisions of this Agreement and the City has taken steps on its own to remedy such default, after providing the Owner with notice of such default and a reasonable opportunity to cure such default, any such steps shall be done at the expense of the Owner and, to the extent such work is not capable of being reimbursed through drawing on the letter of credit, shall be recovered as provided in Section 446 of the *Municipal Act*, 2001 R.S.O.2001 c.28, as amended.

f) Prior to the execution of this Agreement by the City, the Owner shall have paid to the City the Engineering Fee (Development Application Approval Processing Fee –DAAP) herein provided.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as laid out in Schedule "D" (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) The Owner agrees that it and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of the proposed subdivision, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:

Residential Dwelling Unit Type	Single- or Semi-Detached	Row or Multiple	Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision	12	--	--	--	--
Development Charge Rate Per Dwelling Unit	Health & Social	\$0	--	--	--
	Library	\$235	--	--	--
	Parks & Recreation	\$204	--	--	--
	Fire	\$532	--	--	--
	Paramedic	\$74	--	--	--
	Police	N/A	--	--	--
	Airport	\$31	--	--	--
	Transit	N/A	--	--	--
	Administration	\$140	--	--	--
	Roads & Related	\$5,313	--	--	--
	Water Treatment	N/A	--	--	--
	Water Distribution	N/A	--	--	--
	Sewage Treatment	N/A	--	--	--
	Sewage Collection	N/A	--	--	--
Total	\$6,529	--	--	--	
Total Development Charges Owed to the City by the Owner	\$78,348	--	--	--	--

Unless the City agrees to an alternate arrangement through this Agreement, By-Law 2015-224 (A By-Law to Impose Development Charges in the City of Kawartha Lakes) requires the roads and related, water treatment, water distribution, sewage treatment and sewage collection Development Charges to be paid as a condition of entering into this Agreement and the other Development Charges to be paid as a condition of building permit issuance by the City for the dwelling units of the proposed subdivision.

It is acknowledged, however, that the Owner has applied to the City for a deferral of Development Charges whereby the payment of the Development Charges in respect of each dwelling unit of the proposed subdivision would be deferred to time of occupancy of the same. Whereas the City has determined the Owner to be in "good standing", the City has resolved to grant the requested deferral in accordance with By-Law 2015-224 and Council Policy CA2016-001, as amended or replaced from time to time.

Accordingly, the Development Charges in respect of each dwelling unit of the proposed subdivision are due upon and as condition of, issuance of a permit for **occupancy** of the same, by the Chief Building Official, subject to the following conditions:

- (i) On the 3<sup>rd</sup> anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;
- (ii) Payments of Development Charges shall be determined by the Chief

Building Official in accordance with the Development Charge rates in effect at the time payment is made;

- (iii) The Owner may make a full, but not a partial, payment of Development Charges in respect of a dwelling unit prior to when the payment is due;
- (iv) The Owner agrees it is solely responsible for ensuring timely payment of Development Charges and that late payments of Development Charges are subject to an interest rate of 5.00% per annum until they are finally received or recovered from the Owner by the City;
- (v) The Owner shall forthwith reimburse the City, upon demand by the City Solicitor, for all legal, administrative and other costs to the City of recovering late payments of Development Charges from the Owner;
- (vi) The Development Charges and other financial obligations of the Owner to the City arising from the deferral of the Development Charges remain owing to the City until they are settled to the City's satisfaction;
- (vii) Notwithstanding any other provision of this Agreement, at such time any financial security provided by the Owner to the City pursuant to this Agreement shall no longer be required for its original purpose, it shall thereafter be kept in force for a period satisfactory to the City to secure outstanding Development Charges, and, upon renewal from time to time, shall be adjusted to the value of the outstanding Development Charges in accordance with the Development Charge rates then in effect, plus any additional financial obligations of the Owner to the City arising from the deferral of the Development Charges, subject to truncation of the financial security at its original value;
- (viii) Should the Owner fall into default of any financial obligation to the City arising from the deferral of the Development Charges, the City may recover the outstanding financial obligation, in whole or in part, from the Owner by drawing upon any available financial security provided to the City by the Owner and or by collecting the outstanding financial obligation from the Owner in the same manner as property taxes; and
- (ix) The foregoing conditions shall not be interpreted or construed so as to limit any of the rights, prerogatives or powers of the City or remedies or recourse available to the City.

#### **10. NOTIFICATION**

- a) If any notice is required to be given by the City to the Owner with respect to this Agreement, such notice shall be mailed or delivered to:

**Name**            **James R. Webster**

**Address**        **PO Box 103**  
                      **20 Francis Street West**

**Fenelon Falls, Ontario K0M 1N0**

**Email address**     [jwebster@i-zoom.net](mailto:jwebster@i-zoom.net)  
**Phone**             **705-887-2533**

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

b) Prior to commencement of any construction of Public Services covered under this Agreement, the Owner shall notify the Director two (2) business days in advance, and no construction of Public Services shall be carried out without such notification.

**11. NOTIFICATION OF SERVICES**

a) The Owner AGREES to notify, or cause to be notified, each and every purchaser of a Lot or Block within the said Subdivision of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

b) Each Agreement of Purchase and Sale for a Lot in said subdivision shall include a requirement that Kawartha Conservation and the Trent-Severn Waterway be consulted relative to the location of any water access, docking facilities, boathouse and shoreline alterations and obtain all necessary permits.

c) Each Agreement of Purchase and Sale for a Lot in said subdivision contain wording satisfactory to the Trent-Severn Waterway stating that all proposed work, structures or alteration of the shoreline must be submitted to the Trent-Severn Waterway for review and approval.

d) The Owner AGREES that during the development of the subdivision the following shall apply:

- i) A 30m buffer from the normal high water mark be staked in the field prior to any site preparation activities;
- ii) Silt and snow fencing be placed along the north edge of the building envelope prior to any site preparation activities;
- iii) Within the 30m buffer zone construction activities such as site grading, tree removal or storage or dumping of soil, stumps and brush is prohibited except for the installation of a dock and/or boathouse;
- iv) No vehicles be stored or stockpiles of materials be located within 40 metres of the high water mark; and
- v) No refueling of vehicles or fuel storage tanks be located within 40 metres of the high water mark.

e) Each Agreement of Purchase and Sale for a Lot in said subdivision shall contain wording acceptable to Kawartha Conservation to:

- i) inform all prospective purchasers through a clause in all Agreements of Purchase and Sale, with respect to the accepted

uses within the 15 metre buffer adjacent to Balsam Lake.

- ii) require the property owners to maintain the 30 metre buffer adjacent to Balsam Lake with natural vegetation, native to Ontario, including ground cover, wildflowers, shrubs and trees and that conventional 'lawns' shall not be permitted. Except where a boathouse is located, and then only to the extent reasonably necessary to erect a boathouse or install a dock, a well or a water line, trees shall not be cut except as may be dead or dying or as may otherwise be necessary to remove for safety reasons. Septic systems shall not be permitted within the buffer area. Fish spawning beds shall not be interfered with and the locating of boathouses, docks and waterlines shall be located in such areas so as not to interfere with the fish spawning beds. Exceptions to this would be:
  - 1) one dry double wide boat house per lot with marine railway provided the boathouse does not exceed 9.2m x 9.2m plus a roof overhang not exceeding 76cm on each side, plus a walkway not exceeding 1m on one side and 2m on the other side from the boathouse wall,
  - 2) docking facilities, and
  - 3) up to two walkways to the boathouse shall be permitted provided they do not exceed 1.2m in width and they shall not have a solid concrete or asphalt surface and shall be constructed in such a manner as to permit the infiltration of water.

f) Each Agreement of Purchase and Sale for a Lot or Block in the said Subdivision shall include the provisions contained in the following Sections of this Agreement, namely: 5, 11, 12, 23, 24, 35, and Schedule 'G'.

## **12. HYDROGEOLOGICAL REPORT**

The Owner hereby AGREES that the recommendations contained in the said Hydrogeological Report on file with the City shall be implemented and certified by a qualified hydrogeologist to the satisfaction of the City prior to the issuance of any building permits. Assessment of Water Supply Potential and Septic Effluent Disposal Proposed Balsam Lake Subdivision, Part of lot 30, Concession VI, (geographic Township of Fenelon), City of Kawartha Lakes, Golder Associates Ltd. November 2003 was prepared and the findings of the report are as follows:

- a) The raw water from the wells may exhibit values for aesthetic parameters that are above the Ontario Drinking Water Objectives (ODWOs) which may make it necessary to install a water treatment system. The agreement shall contain wording that all offers to purchase shall contain a statement that there may be the need for water treatment to improve the aesthetic quality of drinking water. Failure to provide such notice shall invalidate the offer to purchase;
- b) A statement that the lots are to be serviced by individual drilled wells and that all wells shall be located up-gradient from the septic systems;
- c) Adequate well water supplies are readily available at the subject property

at depths of between 15 metres and 21 metres below ground surface from within the limestone bedrock that underlies the site;

- d) Water quality from this aquifer is suitable for use in the proposed development with the provision of water treatment including water softening, reverse-osmosis treatment and iron sulphur filter/chlorination systems, where necessary;
- e) Spacing of 30 metres between wells should be maintained to minimize interference between wells;
- f) All wells are to be constructed in accordance with Ontario Regulation 903 and placed up gradient (south) of the septic leach bed systems;
- g) Each lot shall have a septic system designed and constructed in accordance with the requirements of the Ontario Building Code; and
- h) All components of the septic system and leaching beds shall maintain a minimum setback of 30 metres from Balsam Lake.

**13. EMERGENCY ACCESS ROUTE / WALKWAY**

The Owner AGREES to identify any emergency access route or walkway on Schedule "A-1".

**14. CONSTRUCTION ACCESS**

The Owner AGREES that all construction access to the site shall only be from Kagawong Road and Elysian Fields. The construction access route must be clearly signed to the satisfaction of the City.

**15. ZONING**

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of Zoning By-law 2006-088, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1 to 12, inclusive	RR3-18

**16. CONSTRUCTION & SOIL USE**

Notwithstanding any other requirements of this Agreement, the Owner AGREES:

- a) That all streets abutting on the Land to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Land in the said Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering appraisal of all streets abutting the Land to be developed to establish the condition of the streets prior to any construction. The appraisal shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during

or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner shall form the basis of comparison.

b) That all topsoil removed from the Land, shown on Schedule "A-1" attached hereto, shall be stockpiled and as each building is completed the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement.

d) The Owner shall direct his employees, contractors, and agents to restrict construction traffic to such street and at such times as the Director directs.

#### **17. REGISTERED PLAN**

The Owner AGREES to supply a "mylar" copy of Registered Plan 57M-\_\_\_\_\_ to the Director immediately following registration.

#### **18. UTILITY COORDINATION**

The Owner AGREES to coordinate the design for the installation of utility plans within the Plan of Subdivision and has produced a Composite Utility Plan (Schedule "H") to the satisfaction of the City's Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within the Plan of Subdivision. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity, telecommunication, street lighting, and/or gas services as available.

#### **19. AGREEMENT WITH HYDRO ONE NETWORKS INC.**

Agreement with Hydro One Networks Inc. was established for Phases 3 and 4 during the design and registration of Phase 3 (16T-04505) Lots 1 through 8. Therefore, the Owner is not required to enter into an Agreement for Electrical Servicing with Hydro One Networks Inc.

~~The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Land. Hydro One Networks Inc. may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the Plan of Subdivision but necessary to ensure the integrity of the company's power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.~~

~~\_\_\_\_\_The Owner AGREES that a Multi-Service connection Agreement must be entered into with Hydro One that is satisfactory to Hydro One and the City. The Owner further AGREES there will be no expense or obligation to the City in the Multi-Service Connection Agreement.~~

~~The Owner AGREES to pay the City's portion of the costs to be incurred to install underground Hydro.~~

~~The City has required that all primary and secondary electrical services for the Plan of Subdivision be designed and installed underground.~~

~~— The Owner and/or Builder Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within the Plan of Subdivision.~~

~~— The Owner AGREES to provide to the City a copy of the Hydro One Networks Inc. agreement and reference plans.~~

**20. STREETScape PLAN**

Not applicable.

**21. WINTER MAINTENANCE AND WASTE COLLECTION**

a) The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision until the issuance of the first final occupancy permit.

b) The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the issuance of the first final occupancy permit.

**22. MODEL HOME**

Not applicable.

**23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside in this Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside in this Subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board.

**24. FIRE SERVICE DEPARTMENT REQUIREMENTS**

a) The Owner AGREES to provide notification to any Purchaser/Grantee that no burning of brush or construction debris will be permitted without the prior written approval of the Fire Service Department, and further AGREES that it will itself comply with this policy.

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break every six (6) Lots until external finishing, cladding, roofing

and windows on each unit abutting each side Lot line has been completed, unless otherwise approved by the Fire Chief of the City.

c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base.

#### **25. BELL CANADA REQUIREMENTS**

a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving this Plan of Subdivision which are required to be installed underground.

b) The Owner further AGREES to grant Bell Canada any easements that may be required for telecommunication services.

c) The Owner further AGREES that if there are any conflicts with existing Bell Canada facilities or easements, the Owner shall be responsible for re-arrangements or relocation.

#### **26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

Not applicable.

#### **27. ARCHAEOLOGICAL FINDS**

The Owner AGREES that it, or its agents, builders or contractors shall immediately cease work and notify the Ministry of Tourism, Culture and Sport, Archaeology and Heritage Planning Unit, of any discovery of any archaeological or cultural heritage resources, including but not limited to artifacts or human burials, during development and housing construction.

The Owner further AGREES that if during construction any archaeological or cultural heritage resources (including human remains) are found, that all work shall cease and the Ministry of Tourism, Culture and Sport be notified and only commenced with the Ministry's concurrence.

#### **28. STORMWATER MANAGEMENT**

a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as Schedule "F" and any reports submitted to Kawartha Region Conservation Authority and the City pertaining to:

- i) pre and post development run-off flows and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
- ii) the anticipated impact of the Plan of Subdivision on water quality, as it relates to fish and fish habitat once adequate protective measures have been taken;
- iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;

- iv) the site soil conditions, including grain size distribution profiles;
- v) a site grading plan.

b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that Kawartha Region Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

**29. SEWER UPGRADES**

**a) UPGRADES TO EXISTING STORM SEWER**

Not applicable.

**b) UPGRADES TO EXISTING SANITARY SEWER**

Not applicable.

**30. OTHER UPGRADES**

Not applicable.

**31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU**

The Owner and City acknowledge that the cash-in-lieu of the dedication of parkland previously paid through the registration of Plan 57M-791 was based on the entire draft approved plan comprised of 20 waterfront shoreline residential lots (8 Lots in Phase 3, Plan 57M-791, and 12 Lots in this Plan of Subdivision).

**32. SCHEDULES**

The City and the Owner agree that the following Schedules shall form part of this Agreement:

- Schedule "A" – Description of Land (attached)
- Schedule "A-1" – Engineering Drawings (Complete Set & Electronic CD)  
To be on file with the City of Kawartha Lakes
- Schedule "B" – Land for Municipal Purposes (attached)
- Schedule "B-1" – Plan of Easements
- Schedule "C" – Specifications and Standards (attached)
- Schedule "D" – Summary of Estimated Costs (attached)
- Schedule "E" – Lot Grading Plan (on file with City)
- Schedule "F" – Conditions of Draft Plan Approval (attached)
- Schedule "G" – Special Warnings and Notices (attached)
- Schedule "H" – Composite Utility Plan (on file with the City)
- Schedule "I" – Letter of Undertaking (attached)

**33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST**

Not applicable.

**34. BUFFER AND FENCING REQUIREMENTS**

Not applicable.

**35. CANADA POST REQUIREMENTS**

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of Schedule "C" Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with Schedule "G" Item 1) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

**36. MINISTRY OF TRANSPORTATION REQUIREMENTS**

Not applicable.

**37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS**

Not applicable.

**38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS**

Not applicable.

**39. SUBORDINATION**

The Owner shall be required to provide the postponement or subordination of any existing mortgage or charge holder prior to the registration of this Agreement.

**40. MISCELLANEOUS**

a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the Agreement specifies otherwise.

b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.

c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:

- i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
- ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

- iii) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.
- iv) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.

**41. REGISTRATION OF AGREEMENT**

a) The Owner and the City hereby AGREE that this Agreement and the Schedules hereto shall be registered upon the title of the Land affected by this Agreement, such registration shall be at the expense of the Owner. The Owner acknowledges that the City, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 442 of the *Municipal Act, 2001*.

b) In the event that the Plan of Subdivision has not been registered within one (1) year from the date of this Agreement, the City may, at its option, on one (1) month's notice to the Owner, declare this Agreement to be null and void, whereupon the Owner declares that he or she will not register the Plan of Subdivision or make any improvements upon the Land and the proposed Plan of Subdivision until a new Agreement has been executed by the parties.

**42. IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto. "Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural.

IN WITNESS WHEREOF the Corporate Seal of the City and of the Owner is hereunto affixed under the hands of its proper officers in that behalf.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
 Andy Letham, MAYOR Date

\_\_\_\_\_  
 Cathie Ritchie, CITY CLERK Date

OWNERS

\_\_\_\_\_  
*Isabel Anne Luce, Joint Tenants – Part 25% Share*  
 Date

*David William Luce, Joint Tenants – Part 25% Share  
Date*

---

*James Roberts Webster, Tenants In Common – 25% Share  
Date*

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*Isabel Anne Luce, Tenants In Common - 25% Share  
Date*

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*Charles Arthur Webster, Tenants In Common – 25% Share  
Date*

**SCHEDULE "A"**

**DESCRIPTION of the LAND**

The Land affected by this Agreement is legally described as Part of Lot 30, Concession 6, Geographic Township of Fenelon, City of Kawartha Lakes. More particularly described as Lots 1 to 12, both inclusive, and Blocks 13 and 14 both inclusive, Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

## SCHEDULE "A-1"

### ENGINEERING DRAWINGS

(Must include the complete drawing set in both hardcopy and digital formats)

***The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.***

D.G. Biddle & Associates, 102063: Title Page

D.G. Biddle & Associates, 102063, Drawing No. D-2: Schedule 'A' General Services Plan, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. LG-2: Schedule 'E' Lot Grading Plan, February 15, 2019

D.G. Biddle & Associates, 102063, Drawing No. LG-3: Schedule 'E' Lot Grading Plan, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. OS-1: Offsite Drainage Area Plan, February 15, 2019

D.G. Biddle & Associates, 102063, Drawing No. R-1: Standard Notes and References, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. STD-1: Standard Drawings, February 15, 2019

D.G. Biddle & Associates, 102063, Drawing No. STD-2: Standard Drawings, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. C-5: Plan Profile From: 1050m East of Kagawong Road To: Cul De Sac, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. C-6: Plan Profile From: Elysian Fields To: 175m East of Elysian Fields, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. C-7: Plan Profile From: Station 1+175.000 To: Cul De Sac, January 23, 2019

D.G. Biddle & Associates, 102063, Drawing No. ES-1: Erosion & Sediment Control Plan, February 15, 2019

D.G. Biddle & Associates, 102063, Drawing No. UC-1: Composite Utility Plan, June 6, 2019

## **SCHEDULE "B"**

### **LAND FOR MUNICIPAL PURPOSES**

**1. BLOCKS FOR GENERAL MUNICIPAL PURPOSES**

The Owner shall grant at its expense and in favour of the City, free of all liens and encumbrances, ownership of Block 14 of Plan 57M-\_\_\_\_\_ to the City for General Municipal Purposes.

**2. EASEMENTS FOR UTILITY PURPOSES**

The Owner shall grant such easements as may be required for utility purposes to the appropriate authority.

**3. PUBLIC HIGHWAYS**

The streets to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

**4. 0.3 METRE RESERVES**

Not applicable.

**5. STORMWATER MANAGEMENT FACILITIES**

Not applicable.

**6. PARKLAND**

Not applicable.

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

**Page 1 of 1**

**There are no Plans of Easements associated with this Agreement.**

## SCHEDULE "C"

### SPECIFICATIONS AND STANDARDS

#### 1. General

Public Services shall be constructed in accordance with the specifications and standards of the City of Kawartha Lakes as amended from time to time and the most recent editions of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings adopted as specifications and standards of the City of Kawartha Lakes.

#### 2. Roadways

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation as revised from time to time.

Roadways shall be constructed in the locations and to the widths and grades indicated within Schedules "A-1" and "E" and set out in Schedule "D" attached hereto.

- i) Excavation
- ii) Grading
- iii) Subgrade compacted to 95% standard proctor density;
- iv) 300mm minimum compacted depth of Granular "B", Type II;
- v) 150mm minimum compacted depth of crushed gravel, Granular "A";
- vi) Subdrains
- vii) Boulevards
- viii) Double High Float Surface Treatment

The Owner shall, maintain the roadways in a usable condition for vehicular traffic until such time as the roadways have been assumed by the City. The Owner shall repair the roadway within twenty-four (24) hours of receiving notice or of his Consulting Engineer receiving notice to do so from the Director.

Immediately prior to the construction of the final gravel course and the surface treatment, the previously constructed gravel course shall be inspected by the Director and where, in the opinion of the Director, the surface has become contaminated, the Owner shall remove all such contaminated areas and replace with acceptable material, all at no cost to the City.

#### 3. Curbs and Gutters and Sidewalks

~~Concrete curb and gutter shall be constructed in accordance with the OPSS 353. Curb and gutter shall be constructed on both sides of all streets. The type of curb and gutter to be installed shall be as follows:~~

- ~~i) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City; and~~

~~Curb and gutter terminations shall be constructed in accordance with the~~

~~———— Sidewalks shall be constructed in all locations as indicated within Phase 1 set out in Schedule "D" attached hereto and in accordance with OPSS 351.~~

~~———— Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.~~

#### 4. Watermains

~~Watermains, including valves, valve boxes, hydrants etc. shall be installed in accordance with the Ministry of the Environment's *Design Guidelines for Drinking Water Systems* to which the Certificate of Approval was subject and in the location indicated on Schedule "A-1" and shall be of such size as required by the Director as set out in Schedule "D" hereto.~~

#### 5. Sanitary Sewers

~~a) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. Sewers shall be installed complete with manholes and connected to an adequate outlet as indicated on engineering plans prepared by the Engineer and approved by the City as indicated in Schedule "A-1" and set out on Schedule "D" attached hereto.~~

~~b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:~~

- ~~i) P.V.C. plastic meeting the requirements of A.S.T.M. designation D3034, CSA Standard B182.4 and having an S.D.R. of 35 maximum.~~
- ~~ii) A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.~~
- ~~iii) Polyethylene meeting the requirements of A.S.T.M. designation D1248.~~

~~c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring line of the pipe shall be open graded 19mm crushed rock.~~

~~———— d) Upon completion of base asphalt all sanitary manholes shall be fixed with a Manhole Inflow Dish/Cover manufactured by Cretex Specialty Products or approved equivalent made of High Density Polyethylene (HDPE) Copolymer~~

meeting the requirements of ASTM D-1248 Class A, Category 5, Type III. All Manhole Inflow Dishes shall come with a manufactured strap for removal and an appropriate valve for venting gas and relieving vacuum pressure. Manhole Inflow Dishes shall remain in place and in a proper state of repair until final assumption of the subdivision.

#### **6. Storm Sewers**

Storm sewers, including manholes, catch basins and connections shall be installed in the locations and of such sizes as indicated within the Land on Schedule "A-1" of engineering plans prepared by the Engineer and approved by the City and set out on Schedule "D" attached hereto. Storm sewers shall be designed in accordance with current design data of the Municipal Works Department and shall properly drain the Land on the said Plan and accommodate the drainage from abutting land and runoff from the roofs of buildings erected in the said Plan as indicated on Schedule "A-1" attached hereto and shall be constructed to an adequate outlet.

Storm sewer pipe shall be PVC or concrete with rubber gasket joints. Bedding shall be Class "B" unless otherwise stipulated, consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one third (1/3) the outside diameter, such depth being a minimum of 150mm and maximum of 300mm. Like material shall be placed in 150mm layers, mechanically compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of trench, which, at the top of pipe, shall not exceed 600mm plus the outside diameter of the pipe.

#### **7. Stormwater Management Facility**

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment 'Stormwater Management Planning and Design Manual' (2003), to the satisfaction of the City and \_\_\_\_\_ Region Conservation Authority.

#### **8. Service Connections**

Water services for residential properties, as prepared by the Engineer and approved by the City as set out in Schedule "D" attached hereto, shall be installed by the Owner and shall conform to the following specifications:

a) Water Service Connections:

Water services shall not be less than 20mm internal diameter and shall be installed to the standards of the Ministry of the Environment's *Design Guidelines for Drinking Water Systems* to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) Sanitary Sewer Service Connections:

i) ~~Material:~~

~~Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than 100mm.~~

~~Saddles: Cast iron, strap on type or plastic, solvent type compatible with the type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.~~

~~Plugs: Metal, compression type or mechanical expansion type providing a leak proof seal. Caps shall not be used without the prior written approval of the Director.~~

ii) ~~Installation:~~

~~Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.~~

~~Sewer service pipe shall be bedded in approved crushed granular material compacted to a depth of 150mm below the pipe and to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water tight plug.~~

iii) ~~General:~~

~~The Owner shall supply the Director, prior to the service connections being assumed by the City, with a list of the locations of sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line.~~

~~Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.~~

~~The location of all sanitary sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above ground shall be painted fluorescent green and marked "SAN" in black lettering.~~

c) Storm Sewer Service Connections:

i) ~~Material:~~

~~Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than 150mm.~~

~~Saddles: Cast iron, strap on type or plastic, solvent type compatible with the type of pipe being used and complete with stainless steel~~

~~straps. Alternatively, manufactured tee branches may be used.~~

~~Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.~~

~~Sump~~

~~Pumps: All dwellings constructed in the Plan of Subdivision shall be equipped with a sump pump for foundation drainage. Shop drawings of the sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City for review and approval prior to issuance of a Building Permit.~~

~~ii) Installation:~~

~~Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.~~

~~Sewer service pipe shall be bedded in approved ¾" stone material compacted to a depth of 150mm below the pipe and Granular "A" to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.~~

The Parties AGREE that until a backflow valve and sump pump system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, the City will withhold the issuing of an Occupancy Permit for such dwelling so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

~~i) General:~~

~~The Owner shall supply the Director, prior to the storm service connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.~~

~~The locations of all storm sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above ground shall be painted fluorescent green and marked "ST" in black lettering.~~

## **9. Street Lighting and Electrical Distribution**

~~The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. Equipment and installation shall meet the standards of the City, as revised from time to time.~~

~~Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.~~

~~— Prior to energization of the street light and electrical distribution system the Owner shall contact the Electrical Safety Authority (hereinafter referred to as "ESA") at 1-800-305-7383 and schedule the inspection of the street light and electrical distribution system works, arrange for a copy of the ESA's "Connection Authorization" to be forwarded to the Director and arrange for Hydro One Networks Inc. to provide the Director with 48 hours notification of their intent to energize the street light and electrical distribution system.~~

~~— The Owner shall ensure that no shrubs or trees are planted closer than one (1) metre from the three sides of any hydro transformer and not within two (2) metres of any door opening to said transformer.~~

**10. Pedestrian/Cycling Trail**

Not applicable.

**11. Parkland**

Not applicable.

**12. Buffering and Fencing Requirements**

Not applicable.

**13. Walkway**

Not applicable.

**14. Canada Post Requirements**

The Owner shall be responsible for the supply and installation of Community Mail Boxes (CBMs) within the Plan of Subdivision to the satisfaction of the City and Canada Post in accordance with the following requirements:

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- b) The Owner shall provide, at the Owner's expense, curb depressions at the Community Mailbox location two (2) metres in width and no higher than 25mm.
- c) The Owner shall provide, at the Owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality.
- d) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, the Owner shall install at the Owner's expense, a walkway across the boulevard one (1.0) metre in width and constructed of a material suitable to the City. In addition, the Owner shall ensure that this walkway is accessible by providing a curb depression between the street and the walkway. The depression shall be one (1.0) metre wide and no higher than 25mm.
- e) Canada Post must be contacted prior to implementation for the approval

of proposed mailbox locations.

f) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and /or locations.

#### **15. House Numbers**

All house numbers and street addresses within the Plan of Subdivision shall be allocated by the Chief Building Official. A table listing the approved street addresses is provided in Section 21 of Schedule "C". It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot and Block with the correct house number and street address.

#### **16. Street Signs**

All signage and appurtenances shall be installed in accordance with City standards in the location shown on the approved Engineering Drawings as listed in Schedule "A-1" and as outlined in Schedule "D". Signage shall include street name signs, regulatory signs, and warning signs, including signs confirming the roads are not assumed by the City. All signage shall be maintained by the Owner until the assumption by-law for the roadways is passed by the City.

#### **17. Driveway Entrances**

~~Driveway entrances for each building Lot must be paved between the curb and sidewalk or between the curb and the street line where no sidewalk exists or will exist. The minimum acceptable depths of granular will be as follows:~~

- Granular "A" – 150mm (minimum)
- ~~Surface Hot Mix Asphalt, H.L. 3 or H.L. 3A — 50mm compacted depth (minimum).~~

~~Cut-down curbing for driveway entrances for each Lot shall be as shown on Schedule "A-1" hereto and shall be on the side of the Lot remote from the water service. In no case shall a driveway or driveway entrance be sited over a water service or a hydro service without the Owner or builder having obtained the prior written permission of the respective utility company and the Director.~~

The location of any house or building on any Lot is set by the driveway entrance location and width noted on Schedule "A-1" hereto. In order that the house or building be sited in any other manner, the Owner or the builder shall have received a waiver from each of the utility companies that might be affected in any way by such change in siting and shall have agreed with the City to pay all costs suffered by the City or the affected utility companies as a result of such change in siting.

#### **18. Boulevards**

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod.

Street tree planting shall be in accordance with the Streetscape Plan and shall be completed as each phase is at final grade with sidewalk and sod in place. The boulevard must be completed prior to street trees being planted.

**19. Construction Plans**

All Public Services required under this Agreement shall be constructed in strict accordance with Construction Plans approved by the Director. No deviation in line, grade, or location of any service shall be made without the prior written approval of the Director.

Prior to the start of construction of any of the Public Services required by this Agreement, the Owner shall supply the Director with a complete set of approved construction drawings in standard hardcopy and digital formats.

**20. Camera Inspection of Sewers**

Not applicable.

**21. Addressing**

It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot with the correct address. The Lots and Blocks in the Plan of Subdivision will have the addressing as shown below:

<b>Lot # / Block on Draft Plan 16T-04505</b>	<b>Address</b>
1	#107 Elysian Fields
2	#111 Elysian Fields
3	#115 Elysian Fields
4	#119 Elysian Fields
5	#123 Elysian Fields
6	#127 Elysian Fields
7	#131 Elysian Fields
8	#135 Elysian Fields
9	#139 Elysian Fields
10	#143 Elysian Fields
11	#147 Elysian Fields
12	#151 Elysian Fields

**22. Requirement for Blasting**

Not applicable.

**23. Dumping of Fill or Debris**

The Owner AGREES to neither store nor dump, nor permit to be stored nor dumped, any fill, debris, refuse nor other material, nor to remove nor permit to be removed, any topsoil nor fill from any Land presently owned by or to be conveyed to the City without the written consent of the Director.

**24. Disposal of Construction Garbage**

The Owner AGREES to manage the disposal of all construction garbage and debris from the Land in an orderly and sanitary fashion, at the expense of the Owner.

**25. Qualitative and Quantitative Tests**

The Owner AGREES that the Director may have qualitative and quantitative tests made of any materials or equipment installed or proposed to be installed on public land. The costs of such tests shall be paid by the Owner.

**26. Maintenance, Closing and Use of External Roads**

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Land and all public roads used for access to the Land, during any construction on the Land, shall be maintained in a condition equal to that now existing and to the approval of the Director. If damaged, the Owner AGREES to restore immediately, at his expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Director.

The Owner AGREES that no public road shall be closed without the prior written approval of the authority having jurisdiction over such public road.

The Owner AGREES not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance.

The Owner AGREES that all trucks making delivery to, or taking materials from, the Land shall be covered or loaded so as not to scatter such materials on any public road.

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Land is found upon highways outside of the Land, the Owner shall clean up same to the satisfaction of the Director within twenty-four (24) hours of the Director giving notice to the Owner or his agent. If the Owner has not caused same to be cleaned up within twenty-four (24) hours as aforesaid, it is agreed that the Director may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the City.

The Owner AGREES that all construction vehicles going to and from the Land shall use routes, if any, designated by the Director.

**SCHEDULE "D"**  
**SUMMARY OF ESTIMATED COSTS**

**Schedule 'D'**  
**Subdivision Agreement**

	Unit	Price (\$)	Quantity	Total Cost (\$)
<b>1 Site Preparation, Removals and Erosion Control</b>				
Insurance, Mobilization & Demobilization	LS	\$3,000.00	1.00	\$3,000.00
Maintenance of Erosion & sediment Controls	Hrly	\$100.00	38.00	\$3,800.00
Heavy Duty Silt Fencing	m	\$23.00	1288.50	\$29,635.50
Rock Check Dam	ea	\$475.00	10.00	\$4,750.00
Construction of Mud Mat	ea	\$2,600.00	1.00	\$2,600.00
<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$43,785.50</b>
<b>2 Storm</b>				
450mm CSP Culvert	ls	\$2,100.00	11.00	\$23,100.00
<b>Subtotal: Storm</b>				<b>\$23,100.00</b>
<b>3 Sanitary</b>				
Not Applicable				
<b>4 Watermain and Appurtenances</b>				
Not Applicable				
<b>5 Road</b>				
Regulatory Street Signs	ea	\$275.00	2.00	\$550.00
Granular 'B' 300mm Depth	m <sup>3</sup>	\$48.00	1760.00	\$84,480.00
Granular 'A' 150mm Depth	m <sup>3</sup>	\$52.50	810.00	\$42,525.00
Granular 'A' 150mm Depth (Driveways)	m <sup>3</sup>	\$52.50	50.00	\$2,625.00
Ditching c/w Sod on 150mm of Topsoil	m <sup>2</sup>	\$10.50	4800.00	\$50,400.00
Double High Float Surface	m <sup>2</sup>	\$10.50	4060.00	\$42,630.00
<b>Subtotal: Road</b>				<b>\$223,210.00</b>
<b>6 Legal Fees</b>				
Miscellaneous Legal Fees (associated with review and registration)	LS	\$2,000.00	1.00	\$2,000.00
<b>Subtotal: Legal Fees</b>				<b>\$2,000.00</b>

Schedule D - Subdivision Agreement

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<b>7 Earthworks</b>	
Not Applicable	
<b>Subtotal (Items 1.0 - 7.0) \$292,085.50</b>	
<b>8 Engineering and Contingency</b>	
5% Contingency	\$14,604.78
7% Engineering	\$20,446.69
<b>*Subtotal \$327,146.96</b>	
H.S.T - 13%	\$42,529.10
<b>Total Construction Costs \$369,676.06</b>	
<b>*DAAP Fee: 3.7% of Subtotal - Pro H.S.T. \$12,104.44</b>	
<b>9 Security</b>	
Security inclusive of H.S.T.	
<b>Total of Security \$369,676.06</b>	

I certify these engineering costs to be the current estimated costs for the works proposed within the approved engineering drawings.

  
 Name  
 TREASURER  
 Title  
 MARCH 15 / 2019  
 Date



**D.G. BIDDLE & ASSOC. LTD.**  
 96 KING ST. EAST  
 OSHAWA, ONT. L1H 1B6

Note: Release of any security will require signoff from all other involved parties certifying all works are completed as per the site plan agreement (i.e. City of Kawartha Lakes Building Division, Parks Canada, Conservation Authority). Upon completion of the site works, the Engineering department will require as-built information, certification and a statutory declaration.

Note: Release of any security will require signoff from all other involved parties certifying all works are completed as per the subdivision agreement (i.e. City of Kawartha Lakes Building Division, Parks Canada, Conservation Authority, and so forth). Upon completion of the site works, the Engineering department will require as-built information, certification, a statutory declaration, and details regarding the cleaning of the stormwater management facility as well as installation certification prior to any inspection for security reduction.

## SCHEDULE "D"

### SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., dated March 15, 2019 and accepted by the City's Engineering and Corporate Assets Department and in accordance with By-law 2007-132 the fee is \$12,104.44. The initial payment of \$6,300.00, which was comprised of 75% of the fee based on the estimated construction value of \$20,000.00 per unit, was submitted on April 20, 2012. Therefore the remainder fee owed is \$5,804.44.

**SCHEDULE "E"**

**LOT GRADING PLAN**

**The Lot Grading Plans are included in the plans listed in Schedule "A-1"  
and are on file with the City.**

**SCHEDULE "F"**

**CONDITIONS OF DRAFT PLAN APPROVAL**

**The Corporation of the City of Kawartha Lakes granted draft plan approval on June 28, 2006 and such approval was subject to the following conditions:**

File No.: D05-29-026

**SUBJECT:** Draft Approval of Subdivision 16T-04505, Part of Lot 30, Conc. 6, Fenelon Township. Applicant: Estate of Isabel L. Webster

June 28, 2006 – draft plan approval given to 16T-04505

FILE NUMBER 16T-04505

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES CONDITIONS AND AMENDMENTS TO FINAL PLAN APPROVAL FOR THE REGISTRATION OF THIS SUBDIVISION, FILE NUMBER 16T-04505 ARE AS FOLLOWS:**

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NO.	CONDITIONS
1.	<p>That this approval applies to draft plan 16T-04505, for Part of Lot 30, Concession 6, geographic Township of Fenelon, as prepared by Coe, Fisher, Cameron, Ontario Land Surveyors, Plan No. F-99-6279-4, dated April 28, 2006 to show a total of 20 residential lots, and redlined to:</p> <ul style="list-style-type: none"><li>a) extend both the future public road, being Elysian Fields road and Block 21, being a 0.3 metre reserve on the southern side of the proposed and now extended road, to connect with the abutting public road allowance between Concessions 6 and 7, Township of Fenelon; and</li><li>b) create Block 22, which shall be subject of a right-of-way in favour of the owners' adjacent and retained lot to the south. Such right-of-way shall provide the owner of the adjacent lot to the south unrestricted access to the shoreline of Balsam Lake for pedestrian use, and water supply and equipment related to the pumping, storage and maintenance appurtenant thereto.</li></ul> <p>Registration of this plan shall be no later than June 30, 2021.</p>
2.	<p>That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.</p>
3.	<p>That the owner agrees in writing, to satisfy all requirements, financial or otherwise, of the City of Kawartha Lakes, concerning the provision of roads, civic addressing, design, construction and operation of services and drainage. This shall include but not be limited to implementation of the recommendations of all consultant reports prepared in respect of water supply, sewage systems, storm water management, erosion and sedimentation controls, the environment and intersection improvements.</p>
4.	<p>That the road allowances included in this draft Plan of Subdivision shall be dedicated as Public Highways.</p>
5.	<p>That the street shall be named to the satisfaction of the City of Kawartha Lakes.</p>
6.	<p>The agreement shall include a table showing the lot numbers and the assigned civic address for each lot.</p>

7. That the owner conveys land in the amount of 5% of the land included in the plan to the City for park purposes pursuant to the provisions of Section 51.1(1) of the Planning Act. Alternatively, the City may, pursuant to subsection 51.1(3) of the Planning Act, accept payment in lieu of the said conveyance. For the purpose of determining the amount of any such payment, the value of the land shall be determined as the day before the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and negotiate the cash-in-lieu payment." (amended on 2010.03.30)
8. Based on the summary recommendations by Golder Associates Ltd., the following statement should be included in the subdivision agreement:
 

Assessment of Water supply Potential and Septic Effluent Disposal Proposed Balsam Lake Subdivision, Part of lot 30, Concession VI, (geographic Township of Fenelon), City of Kawartha Lakes, Golder Associates Ltd. November 2003 was prepared and the findings of the report are as follows:

  1. the raw water from the wells may exhibit values for aesthetic parameters that are above the Ontario Drinking Water Objectives (ODWOs) which may make it necessary to install a water treatment system. The agreement shall contain wording that in all offers to purchase shall contain a statement that there may be the need for water treatment to improve the aesthetic quality of drinking water. Failure to provide such notice shall invalidate the offer to purchase
  2. a statement that the lots are to be serviced by individual drilled wells and that all wells shall be located up-gradient from the septic systems;
  3. adequate well water supplies are readily available at the subject property at depths of between 15 m and 21 m below ground surface from within the limestone bedrock that underlies the site;
  4. water quality from this aquifer is suitable for use in the proposed development with the provision of water treatment including water softening, reverse-osmosis treatment and iron sulphur filter/chlorination systems, where necessary;
  5. spacing of 30 m between wells should be maintained to minimize interference between wells;
  6. All wells are to be constructed in accordance with Ontario Regulation 903 and placed up gradient (south) of the septic leach bed systems;
  7. each lot shall have septic system designed and constructed in accordance with the requirements of the Ontario Building Code; and
  8. all components of the septic system and leaching beds shall maintain a minimum setback of 30 m from Balsam Lake.
9. That the Owner submit to the City and Kawartha Conservation for review and approval prior to final approval the following information:
  - a) A report detailing the means by which erosion and siltation will be minimized and contained on the site both during and subsequent to the construction period.
  - b) A Storm Water Management Report incorporating Level 1 protection prepared to the satisfaction of Kawartha Conservation. Provisions must be made to locate detention facilities above the 1:100 year storm flood line.
10. That the Subdivision Agreement with the City include a requirement that Kawartha Conservation and the Trent-Severn Waterway be consulted relative to the location of any water access, docking facilities, boathouse and shoreline alterations and obtain all necessary permits.
11. That the subdivision agreement containing wording satisfactory to the Trent-Severn Waterway stating that all proposed work, structures or alteration of

the shoreline must be submitted to the Trent-Severn Waterway for review and approval.

12. Canada Post requires that the subdivision be serviced by a Community Mailbox. The subdivision agreement shall contain a clause to inform all prospective purchasers through a clause in all agreements of purchase and sale as to the location of the Community Mailbox.
13. That the agreement include provisions that during the development of the subdivision the following shall apply:
  - a) a 30m buffer from the normal high water mark be staked in the field prior to any site preparation activities;
  - b) silt and snow fencing be placed along the north edge of the building envelop prior to any site preparation activities;
  - c) within the 30m buffer zone construction activities such as site grading, tree removal or storage or dumping of soil, stumps and brush is prohibited except for the installation of a dock and/or boathouse;
  - d) no vehicles be stored or stockpiles of materials be located within 40 metres of the high water mark; and
  - e) no refuelling of vehicles or storage tanks be located within 40 metres of the high water mark.
14. That the land be appropriately zoned and the by-law be in full force and effect for the proposed residential use on the lots. The zoning by-law shall include requirements with respect to:
  - a) all habitable dwellings shall be set back 30 metres from the normal high-water level of Balsam Lake which is 256.5 metres.
  - b) permitting one dry double wide boat house together with a marine railway with the building not exceeding 9.2 m x 9.2 m plus the roof overhangs not exceeding 76 cm on each side.
  - c) A 15 metre buffer shall be maintained adjacent to Balsam Lake and the only permitted uses within this buffer shall be the above noted boathouse, docking facilities, wells, a water line and a maximum of two walkways not exceeding 1.2 metres in width. Septic beds shall not be permitted within the buffer area.
15. The subdivision agreement shall contain wording acceptable to Kawartha Conservation to:
  - a) inform all prospective purchasers through a clause in all agreements of purchase and sale, with respect to the accepted uses within the 15 metre buffer adjacent to Balsam Lake.
  - b) require the property owners to maintain the 30 metre buffer adjacent to Balsam Lake with natural vegetation, native to Ontario, including ground cover, wildflowers, shrubs and trees and that conventional "lawns" shall not be permitted. Except where a boathouse is located, and then only to the extent reasonably necessary to erect a boathouse or install a dock, a well or a water line, trees shall not be cut except as may be dead or dying or as may otherwise be necessary to remove for safety reasons. Septic systems shall not be permitted within the buffer area. Fish spawning beds shall not be interfered with and the locating of boathouses, docks and waterlines shall be located in such areas so as not to interfere with the fish spawning beds. Exceptions to this would be:
    - (i) one dry double wide boat house per lot with marine railway provided the boathouse does not exceed 9.2 m x 9.2 m plus a roof overhang not exceeding 76 cm on each side, plus a walkway not exceeding 1 m on one side and 2 m on the other side from the boathouse wall,
    - (ii) docking facilities, and

- (iii) up to two walkways to the boathouse shall be permitted provided they do not exceed 1.2 m in width and they shall not have a solid concrete or asphalt surface and shall be constructed in such a manner as to permit the infiltration of water.
  - c) inform all property owners that the lots subject to this Agreement are regulated by Kawartha Conservation pursuant to Ontario Regulation 182/06 and any development and/or site alteration requires a permit from Kawartha Conservation prior to obtaining a building permit from the City of Kawartha Lakes.
- 16. The subdivision agreement include a statement "That if during construction any archaeological or cultural heritage resources (including human remains) are found, that all work shall cease and the Ministry of Culture be notified and only commenced with the Ministry's concurrence."
- 17. Subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan, the City Treasurer shall confirm in writing to the Planning Division that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with Condition 3, have been satisfied including, but not limited to:
  - a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
  - e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
  - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
  - g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.
- 18. It is acknowledged that prior to the signing of the final plan, a copy of the Subdivision Agreement will be forwarded to Planning Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.
- 19. That prior to the signing of the final plan, we are to be advised by the City Public Works Department that conditions 2, 3, 4 and 9 have been carried out to their satisfaction. The clearance letter shall include a brief statement for each detailing how each condition has been satisfied and carried out and include a copy of the registered development agreement.
- 20. That prior to the signing of the final plan, we are to be advised by Kawartha Conservation that conditions 9, 10 and 15 have been carried out to their satisfaction, with a brief but complete statement detailing how this conditions have been satisfied.
- 21. That prior to the signing of the final plan, we are to be advised by the Trent Severn Waterway that conditions 10 and 11 have been carried out to their satisfaction, with a brief but complete statement detailing how this conditions have been satisfied.

22. That prior to the signing of the final plan, we are to be advised by the City Community Services Department that condition 7 has been carried out to their satisfaction.
23. All other conditions must be cleared by the Development Services Department and if required, be incorporated into the Subdivision Agreement.

#### NOTES TO DRAFT APPROVAL:

##### Conveyancing

That any land to be conveyed to the City shall be described by reference to either a Lot or Block on the Registered Plan or by a Part on a Reference Plan, rather than by "metes and bounds".

We further suggest that the owner give to the City an undertaking to deposit with the City Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan.

##### Sewage Disposal

Water supply, sewage disposal facilities, and solid waste disposal facilities, shall meet the requirements of, and be approved by, the Ontario Ministry of the Environment or its agents as applicable, in accordance with Regulations of Ontario 1990, Regulation 358 made under the Environmental Protection Act, R.S.O. 1990.

#### Lands Required to be Registered under Land Titles Act

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

##### Clearance of Conditions

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs and Housing.

The contacts for clearing conditions are:

##### 1. Clearance Letters

It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies to the City to the attention of the Director of Development Services Dept. quoting the above noted file. For your information the following are the contacts:

Juan Rojas, Director  
Engineering & Corporate Assets  
Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: (705) 324-9411 x1151  
Fax: (705) 328-3122

Craig Shanks, Director  
Community Services Department  
City of Kawartha Lakes  
54 Wolfe Street  
Lindsay, ON K9V 2J2  
Tel: (705) 324-9411 x1307  
Fax: (705) 324-2051

Chris Marshall, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West  
2<sup>nd</sup> Floor  
Lindsay ON K9V 2Y6  
Tel: (705) 324-9460 x1240  
Fax: (705) 324-4027

Beth McEachern  
Realty Manager  
Trent-Severn Waterway  
2155 Ashburnham Dr.  
PO Box 567  
Peterborough ON K9J 6Z6  
Tel: (705) 750-4924  
Fax: (705) 742-9644

Katie Jane Harris  
Resources Planner  
Kawartha Conservation  
277 Kenrei Road, RR 1  
Lindsay ON K9V 4R1  
Tel: (705) 328-2271  
Fax: (705) 328-2286

Winston Wong  
Heritage Planner  
Ministry of Culture  
Heritage Operations Unit  
4th Floor  
400 University Ave.  
Toronto, ON M7A 2R9  
Tel: (416) 314-7147  
Fax: (416) 314-7175

## SCHEDULE "G"

### SPECIAL WARNINGS AND NOTICES

#### 1. General

The Owner shall ensure that the following Special Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots and Blocks noted below and further that said Agreements shall require all subsequent Agreements of Purchase and Sale to contain same. The Owner undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use his best efforts to obtain acknowledgements executed by the said prospective purchasers on or before sale or transfer of any Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies Subsection 59(4) of the Development Charges Act (1997). In addition, prospective purchasers of Lots are also hereby warned as follows:

a) **Warning – Stormwater Management Facilities**

Not applicable.

b) **Warning – Sump Pump and Backflow Valves**

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and back flow valve that discharges into a storm sewer service. The Purchaser/Grantee acknowledges and agrees that revising, modifying or failure to maintain these facilities will increase the risk of flooding of the basement. For further information contact:

City of Kawartha Lakes  
Building Division  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

c) **Warning - Occupancy**

Occupancy of any dwelling within this Subdivision is illegal unless an Occupancy Inspection has been conducted and an occupancy permit has been issued by the Chief Building Official or by a Building Inspector employed by the City. For further information contact:

City of Kawartha Lakes  
Building Division  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

d) **Warning - Development Charges**

Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. 2015-224 as amended. Development Charge payments in respect of each dwelling unit approved under this Agreement are due upon occupancy of the dwelling unit, subject to a maximum 3-year period of

deferral from the time of the execution of the Agreement. Development Charges are subject to increase prior to their payment.

Purchasers should also be aware that, in the absence of an applicable deferral of Development Charges, the City will refuse the issuance of Building Permits for any dwelling unit for which the Development Charge has not been paid. In addition, the City may add unpaid Development Charges to the tax roll for the property and may collect such amounts as taxes.

e) **Notice – Parkland and Recreation Area**

Not applicable.

f) **Notice - Future Development – Surrounding Land**

Not applicable.

g) **Notice – Rear Lot Catchbasins and Swales**

The owners of any Lot or Block which has a drainage swale or swales, a catchbasin, or any other drainage works (hereinafter called "works") located thereon shall be solely responsible for the ordinary and proper operation of the works and shall be solely responsible for any and all damages or injuries which may arise from the negligent failure to do so.

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. The Purchaser/Grantee acknowledges that side or rear yard Lot swales, and/or rear yard catchbasins and/or associated storm sewer connections will exist on their Lot and will accept drainage from swales on adjacent Lots.

h) **Notice – Fencing**

Not applicable.

i) **Warning - Assumption of Municipal Services**

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the municipal services are eligible for assumption under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Municipal Works that would otherwise be the responsibility of the City.

j) **Warning - Lot Grading and Landscaping**

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until an Occupancy Inspection has been conducted by the City and the subdivision lot grading has been certified by the Engineer and accepted by the City. The purchaser/grantee will be wholly responsible for the removal and any costs associated with removing any of the above listed construction activities.

- k) **Warning - Agricultural Land**  
The Purchaser/Grantee of any Lot or Block acknowledges that he or she is aware of the existence of farming operations nearby and will not object, complain or seek legal action against such nuisances as noise and odour resulting from normal farming practices.
- l) **Warning – Mailbox Locations**  
The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located \_\_\_\_\_, in accordance with the Composite Utility Plan.
- m) **Warning - Parking on Internal Streets**  
The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.
- n) **Warning – Tree Preservation Zone**  
Not applicable.
- o) **Warning – Acoustic Barriers**  
Not applicable.
- p) **Warning – Hydrogeological Report**  
Refer to Section 12.
- q) **Warning – Streetlights**  
The Purchaser/Grantee of any Lot is advised that there are no municipal streetlights located within the development. One streetlight (150 w HPS) is to be installed at the intersection of Kagawong Road and Elysian Fields.
- r) **Warning – Driveway Widths**  
The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-1 of the subdivision agreement. The purchaser/grantee will be wholly responsible for the reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.
- s) **Warning – Standard of Road Surface – Kagawong Road**  
The Purchaser/Grantee of any Lot is advised that Kagawong Road has a gravel surface and the City has no foreseeable plans to change that standard of road.

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

D.G. Biddle & Associates, 102063, Drawing No. UC-1: Composite Utility  
Plan, June 6, 2019

**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND CONSULTING  
ENGINEER**