

APPENDIX " C "  
to  
REPORT PLAN 2019-065  
FILE NO. 005-28-013

Document General

Subdivision Agreement

Between

2594441 Ontario Inc.

and

The Corporation of the City of Kawartha Lakes

King's Wharf Estates Subdivision  
16T- 08503

Dated as of , 2019

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

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

BETWEEN:

2594441 Ontario Inc.

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-08503 – D05-28-013) 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 PT N1/2 LT 21 CON 13 EMILY; PT S1/2 LT 21 CON 13 EMILY; PT LT 22 CON 13 EMILY AS IN R415086; KAWARTHA LAKES, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 21, both inclusive, and Blocks 22 to 26 inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

Commented [RP1]: Engineer to confirm engineering design drawings conform to draft M-Plan.

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26) of the *Planning Act* for an Agreement to provide the implementation of the draft plan conditions for File No. 16T-08503 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 engineering firm of Hancock Engineering Services Inc. (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.

Commercial construction on the site will be permitted to operate between the hours of 7 am to 6 pm on Monday to Friday and from 8 am to 12 pm on Saturday. Construction activity will not be permitted on Sunday or statutory holidays.

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 water, sanitary and 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 dwelling 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 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 designate 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 all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv) to pay for the cost of installation of pavement markings;
- v) 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;
- vi) 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;
- vii) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- viii) 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;
- 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; and
- 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 Insurance Risk Management Coordinator. 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 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 water, sewage and drainage facilities and suitable base asphalt 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 Owner agrees to submit a removal of Holding rezoning application for each lot with the necessary hydrogeological information from the data logging device on Lot 14 to ensure that the development in the subdivision does not have a negative cumulative effect on groundwater resources.

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.

The Owner COVENANTS and AGREES with the City to install a monitoring well with a data logging device on Lot 14 prior to development of any Lot. The Owner will provide information on the baseline groundwater levels to the City's Planning Division and updates as development progresses on a monthly basis for review. The City reserves the right of withhold removal of the Holding (H) Symbol if significant impacts are identified.

The Owner further COVENANTS and AGREES with the City to postpone the sale of Lot 14 until Lots 6 to 21, exclusive of Lot 14, have been developed.

### **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 as 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 its 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**

a) The Owner AGREES to provide the complete legal description of all land shown as "Other lands owned by the Applicant" as shown on the key map of the Draft Plan of Subdivision.

**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", Plan of Lot Grading, 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 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 or Block 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:

- i) 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;
  - ii) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
  - iii) 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 home 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**

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 on 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;

- ii) 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%).
- v) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D".
- vi) At no time can the amount of security be reduced to below the actual amount required to secure the completion of the Public Services and the full payment of the required Development Charges

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 (the "Construction Act") 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	or Row Multiple	or Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision	21	--	--	--	--
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	N/A	--	--	--

	Treatment					
	Sewage Collection	N/A	--	--	--	--
	Total	\$6,529	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$137,109	--	--	--	--

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.

Commented [RP2]: To be confirmed in writing by Developer

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** 2594441 Ontario Inc.  
Attention: Paul Charron  
**Address** 2502 Pigeon Lake Road  
Bobcaygeon, ON K0M1A0  
**Email** pcharron\_1814@icloud.com

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**

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.

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, 23, 35, and Schedule 'G'.

## **12. HYDROGEOLOGICAL, ENVIRONMENTAL IMPACT AND PHOSPHOROUS STUDY REPORT IMPLEMENTATION**

### **Production Well Requirements**

The Owner shall situate and design wells in accordance with the design recommendations in the Pumping Tests Summary Report (2012), as prepared by Geo-Logic Inc.

### **Waste Disposal Requirements**

The Owner shall design all waste disposal systems in accordance with the design recommendations in the Hydrogeological Assessment Report and its addendums as prepared by Geo-Logic Inc. The tile beds are to be constructed a minimum of 1.0 metres above existing grade to ensure that areas of high groundwater do not negatively impact the function of these systems.

The Owner shall provide to the City's Part 8 Sewage Systems Supervisor the locations of sewage system envelopes with a minimum area of 1,000 sq.m. The Owner shall also provide information to all as part of the homeowners on septic and lawn maintenance as part of the Purchase Agreement.

### **Foundation Design**

The Owner shall provide a hydrogeological analysis for each lot prior to the issuance of a Building Permit to confirm the suitability for construction of a basement as part of the single detached dwelling. The Owner should also ensure that areas of high groundwater do not negatively impact the function of basements of these dwellings.

### **Phosphorous Loading**

The Owner shall implement a 30 metre buffer from the Lake and 15 metre setback from the on-site streams as a buffer contained in the report titled Review of Phosphorus Loading prepared by Niblett Environmental Associates Inc. dated

March 14 2011 and subsequent Addendum titled Peer Review of Environmental Assessment Report prepared by Niblett Environmental Associates Inc. dated July 19, 2011.

#### Environmental Impact Studies

The Owner shall implement the following conclusions from Section 9.1 of the report entitled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc, dated September 2008, during the site preparation, construction and post-construction period:

- 1) A 30 metre buffer be established on each lot from the normal high-water mark of the Lake
- 2) A 30 metre buffer be staked in the field prior to any site preparation activities
- 3) Building envelopes will be located a minimum of 30 metres from the normal high-water mark
- 4) A 15 metre buffer be established on both the north and south tributaries
- 5) Septic bed locations are to be situated a minimum of 40 metres from the normal high-water mark
- 6) The development will stay outside the drip line of the upland forest communities
- 7) Silt and snow fencing will be placed along the north edge of the building envelopes prior to any site preparation activities
- 8) Silt fencing will be regularly inspected and maintained as necessary until construction is completed and the soil is stabilized with vegetation
- 9) Within the buffer zone, construction activities such as site grading, tree removal or stockpiling of soil, stumps and brush is prohibited except for the installation of a dock/and or boathouse
- 10) No vehicles will be stored or stockpiles of materials be located within 40 metres of the normal high-water mark.
- 11) No refueling of vehicles or storage tanks be located within 40 metres of the high-water mark
- 12) Detailed erosion and sediment control plans will be prepared for the site and implemented during all phases of construction.

The Owner shall implement the following conclusions from Section 9.2 (Fisheries) of the report entitled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc, dated September 2008, during the site preparation, construction and post-construction period:

- 1) No removal of trees, boulders and other naturally occurring objects from the water. These features provide cover for fish and their prey and must be left alone to maintain the productive capacity of fish habitat
- 2) Only floating, pipe or cantilever docks may be installed so as not to disturb substrates and natural shoreline processes (ie. Sediment transport, water movement). Docks may occupy a maximum of 20% of the shoreline of a lot or no more than 6 feet and 20 feet offshore. This will prevent possible fish habitat impacts resulting from excessive shading of the littoral zone, like reductions in aquatic

vegetation. In addition, where feasible, dock sites should be located over areas lacking any aquatic vegetation.

3) Docks are to be constructed in the late summer to fall timing window to avoid potential impacts on sensitive life stages of fish.

4) Treatment of lumber to be used for docks should take place before the structure is in place and well away from the water's edge

5) No removal of aquatic vegetation should take place. These plants are essential for the production of fish food, providing shelter, spawning habitat and water filtration.

#### Hydrogeological Considerations

That the Owner AGREES to implement all conclusions and development recommendations contained in the report titled Hydrogeological Assessment Report prepared by Geo-Logic Inc. dated July 2008 and as updated by supplemental reports dated May 11, 2009 and August 26, 2009 and as finally approved by the City's peer review consultant Jagger Hims Limited on October 5, 2009. The Owner shall also implement the recommendations contained in a letter dated June 14, 2010 and in a supplementary report dated January 11, 2012, both prepared by Geo-Logic Inc., and as peer reviewed on February 27, 2012 in the subdivision agreement.

#### Tree Preservation Plan

The Owner prepare a tree preservation and planting plan to ensure that significant trees are preserved and that native tree species are planted.

#### **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 the Approved Construction Entrance off Pigeon Lake Road. 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 File D06-28-013 and Zoning By-Law 1996-30 (Emily), amended by By-law 2012-130 which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1 to 5 (inclusive)	RR3-11(H)
Lots 6 to 8 (inclusive)	RR3 (H)
Lot 9	RR3-10 (H)
Lot 10	RR3-10
Lot 11	RR3-10 (H)
Lot 12	RR3-9 (H) and EP
Lot 13 to 15 (inclusive)	RR3(H)
Lot 16	RR3-12(H) and EP
Lot 17	RR3(H) and EP
Lot 18 to 20 (inclusive)	RR3(H)
Lot 21	RR3(H) and EP
Block 22	A1-26(H)
Block 23	EP-2(H)
Block 24	EP-3(H)

**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.

Commented [RP3]: CKL needs draft M Plan

**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.**

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**

The Owner COVENANTS AND AGREES to:

- a) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- b) provide security in an amount shown in Schedule D to the City to ensure compliance with the street tree planting requirements for this Agreement;
- c) plant trees having a minimum caliper of sixty millimeters (60mm);
- d) coordinate the approved landscape plan with the approved utility plan; and
- e) maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

**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**

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot 1 as approved by the City.
- b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area for approval of the Director, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
  - i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
  - ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
  - iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
  - iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the

development of the said Lot; and

v) grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.

d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.

e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

#### **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 and/or curbing.

#### **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**

The Owner shall grade all boulevards to final pre-topsoil subgrade prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas.

**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 resources, including but not limited to artifacts or 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**

~~Specific requirements as applicable to the plan are to be inserted.~~  
**Not applicable.**

b) **UPGRADES TO EXISTING SANITARY SEWER**

**Not applicable.**

**30. BLOCK 22 and Block 23 Common Area**

The Owner, as declarant, shall prepare and register a declaration, pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, establishing a common elements condominium on all of the lands described as Block 22 and Block 23 57M-\_\_\_\_\_. The declaration shall provide that Lots 1 through 21 (inclusive) on Plan 57M-\_\_\_\_\_ shall be attached to Block 22 and Block 23 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.

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

The Owner COVENANTS and AGREES that prior to the execution of this Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is twenty-one thousand, five hundred and eighty-five dollars (\$21,585.00) based on the appraisal of the entire draft approved plan of subdivision as dated April 19, 2013 by Ontario Municipal Board Decision.

**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)
- Schedule "J" – Environmental Buffers (attached- Drawing No. 3369-DP, Revision No. 5, dated July 11, 2011)

**33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST – Not Applicable**

The Owner acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are characterized as:

- a) local services installed at the expense of the Owner within the Plan of Subdivision as a condition of the approval under Section 51 of the Planning Act;
- b) local connections to watermains, sanitary sewers and storm drainage facilities installed at the expense of the Owner; and are not related to development within the meaning of the Development Charges Act.

**34. BUFFER AND FENCING REQUIREMENTS**

If applicable, the Owner AGREES to install agricultural, privacy and/or noise attenuation fencing in accordance with the requirements of Section 12 in Schedule "C".

**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 1i) 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**

The Owner shall comply with all requirements of Ministry of the Environment Conservation and Parks Environmental Compliance Approval Number 4956-9VUL9D issued June 17, 2018, as amended, for the stormwater management facilities.

**39. TRENT SEVERN WATERWAY**

The Owner shall construct docking facilities on Block 23 in conformity with all conditions, restrictions and technical requirements contained in Permit No. 180140, approved November 8, 2018, by Trent-Severn Waterway.

The Owner shall follow Recommendation 9.2 (Dock Placement) contained in the Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010 and on August 29, 2010:

- 1) No removal of trees, boulders and other naturally occurring objects from the water. These features provide cover for fish and their prey and must be left alone to maintain the productive capacity of fish habitat.
- 2) Only floating, pipe or cantilever docks may be installed so as not to disturb substrates and natural shoreline processes (ie. sediment transport, water movement). Docks may occupy a maximum of 20% of the shoreline of a lot or no more than 6 feet and 20 feet offshore. This will prevent possible fish habitat impacts resulting from excessive shading of the littoral zone, like reductions in aquatic vegetation. In addition, where feasible, dock sites should be located over areas lacking any aquatic vegetation.
- 3) Docks are to be constructed in the late summer to fall timing window to avoid potential impacts on sensitive life stages of fish.
- 4) Treatment of lumber to be used for docks should take place before the structure is in place and well away from the water's edge.
- 5) No removal of aquatic vegetation should take place. These plants are essential for the production of fish food, providing shelter, spawning habitat and water filtration.

Any additional shoreline and/or in-water works not approved as part of Permit No. 180140 will require permissions from the Trent Severn Waterway.

**40. 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.

**41. 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.

d) 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.

e) 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.

#### **42. 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.

**43. 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

\_\_\_\_\_  
Owner's Name:

\_\_\_\_\_  
Date

Title:

*I have the authority to bind the Corporation.*

**SCHEDULE "A"**

**DESCRIPTION of the LAND**

*Legal description of the Land shall be inserted.*

The Land affected by this Agreement is legally described as PT N1/2 LT 21 CON 13 EMILY; PT S1/2 LT 21 CON 13 EMILY; PT LT 22 CON 13 EMILY AS IN R415086; KAWARTHA LAKES now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots 1 to 21 both inclusive, and Blocks 22 to 26, both inclusive, as shown on 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.***

Project Number	Drawing Number	Title	Date	Consultant
98-D-3369	3369-01	Overall Lot Grading Plan Schedule E	Revised Aug 28 2017	M.J. Davenport & Associates
98-D-3369	3369-02	Street A - Plan and Profile	Revised March 21, 2019	M.J. Davenport & Associates
98-D-3369	3369-03	Lakeview Crescent - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-04	King's Wharf Road - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-05	Pigeon Lake Road - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
99-D-3388	3369-06	Standards	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-07	Culvert Crossing Detail	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SWM1	Stormwater Management Facility Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-EC1	Erosion and Sediment Control Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-CM	Construction Management Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-TRAFFIC	Traffic Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-DA	Disturbed Areas Plan	Revised Aug 28, 2017	M.J. Davenport & Associates

Project Number	Drawing Number	Title	Date	Consultant
98-D-3369	3369-HEC2	HEC-RAS Cross Section Locations	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SW1	Pre-Development Watershed Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SW2	Post-Development Sub-watershed Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-UTIL	Composite Utility Plan	Revised Nov 27 2017	M.J. Davenport & Associates
98-D-3369	3369-RA	Regulated Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-GEO	Georeferenced Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
	00331-16-196	King's Wharf Estates Zone 3A	Mar-17	Hydro One Network Inc.
	3369-08	Concrete Box Culvert Crossing Detail	April 24, 2019	M.J. Davenport & Associates Ltd.
	D1	Driveway Detail	July 9, 2019	Hancock Engineering Services Inc.

## SCHEDULE "B"

### LAND FOR MUNICIPAL PURPOSES

**1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES**

The Owner shall grant at its expense and in favour of the City the following easements for General Municipal Purposes: being Part\_\_\_\_\_, inclusive, shown on Plan 57R-\_\_\_\_\_ and attached as Schedule B1.

**2. EASEMENTS FOR UTILITY PURPOSES**

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

Commented [RP4]: CKL requires esement for SWM Pond outlets, need Draft R Plan

**3. PUBLIC HIGHWAYS**

The streets to be constructed in this development named Lakeview Crescent and Jeff Beukeboom Court 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.

Commented [RP5]: Need Street A name

**4. 0.3 METRE RESERVES**

The Owner shall convey Block(s) \_\_\_\_to \_\_\_\_, inclusive, as shown on Plan 57M-\_\_\_\_ (16T-08503) to the City for the purpose of a 0.3 m reserve.

**5. STORMWATER MANAGEMENT FACILITIES**

The Owner shall construct the stormwater management facility for the Plan of Subdivision on Block 24 of Plan 57M- \_\_\_\_ and shall convey Block\_24 for construction and placement of a stormwater management pond and sediment drying areas.

**6. OPEN PUBLIC SPACE**

The Owner shall convey Blocks 25 and 26 of Plan 57M-\_\_\_\_ to the City free and clear of any encumbrances for Open Public Space, for environmental buffer.

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

Page 1 of 2

**Attach to Agreement**

Commented [RP6]: CKL needs draft R Plan

## 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) Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

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 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.

The Owner shall construct, entirely at the Owner's expense, the interior subdivision roadway, a right-hand turning lane from Pigeon Lake Road onto King's Wharf Road, and necessary safety upgrades to King's Wharf Road between Pigeon Lake

Road and the westerly entrance into the development and stormwater management pond.

**3. Curbs and Gutters and Sidewalks – Not Applicable**

~~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 OPSD 608.010.~~

~~Sidewalks shall be constructed in all locations as indicated within the site 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 – Not Applicable**

~~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 – Not Applicable**

~~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 Armo 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.~~

~~e) 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 6, 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 – Not Applicable**

~~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, Conservation and Parks 'Stormwater Management Planning and Design Manual' (2003), to the satisfaction of the City and Kawartha Region Conservation Authority.

**8. Service Connections – Not Applicable**

~~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: - Not Applicable**

~~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: - Not Applicable**

**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: - Not Applicable**

**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 400mm.~~

~~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**

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is twenty-one

thousand, five hundred and eighty-five dollars (\$21,585 based on the appraisal of the entire draft approved plan of subdivision as dated April 19, 2013 by Ontario Municipal Board Decision.

**12. Buffering and Fencing Requirements**

The Owner shall erect a 1.2-metre-high agricultural fence to separate the residential lots, common passive recreational area, and stormwater management lands from the environmentally protected lands on Lots 1 to 9, 11, 12, 16, 17 and 21 and Blocks 23 and 24. The environmentally protected portions of these Lots are environmental buffers to be kept in a natural state and not be used for the construction of buildings or structures or used for storage or dumping of waste materials. More specifically, 1.2 metre high page wire fencing shall be installed along the rear yards of Lots 1 to 8 inclusive, the north side yard property line of Lot 1, the south west portion of the rear yard of Lot 9, the north side yard property line of Lots 11, 17, 21, the south side yard property line of Lots 12, 16, the south and east property line of Block 24. Black vinyl chain link fence, 1.2 metre high, shall be installed along the south side yard property line of Lot 5.

**13. Walkway**

*Specifics related to the plan must be inserted.*

**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 and asphalt 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**

All sewers shall be video inspected in accordance with the requirements of OPSS – 409 by a qualified pipeline inspection company approved by the Director. The inspection company's written report, including the photographs and/or videos shall be reviewed by the Owner's Engineer for the purpose of developing proposed corrective action plans for observed defects or deficiencies with the sewer installation. The inspection company's written report, including the photographs and/or videos and the Owner's Engineer's corrective action plans, if any, shall be submitted to the Director for review and approval prior to commencement of the corrective measures. All completed corrective measures shall be video inspected and approved by the Director prior to assumption of the sewers by the City.

**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:

Addressing for Residential Lots, Stormwater Management Blocks, Park Blocks

Lot # / Block on Draft Plan 16T-08503	Address
1	23 Lakeview Crescent
2	35 Lakeview Crescent
3	43 Lakeview Crescent
4	49 Lakeview Crescent
5	5 Jeff Beukeboom Court
6	53 Lakeview Crescent
7	59 Lakeview Crescent
8	63 Lakeview Crescent
9	67 Lakeview Crescent
10	73 Lakeview Crescent
11	79 Lakeview Crescent
12	85 Lakeview Crescent
13	89 Lakeview Crescent
14	102 Lakeview Crescent
15	94 Lakeview Crescent
16	90 Lakeview Crescent
17	80 Lakeview Crescent

Lot # / Block on Draft Plan 16T-08503	Address
18	62 Lakeview Crescent
19	58 Lakeview Crescent
20	52 Lakeview Crescent
21	24 Lakeview Crescent
Block 22	49 Lakeview Crescent
Block 23	49 Lakeview Crescent
Stormwater Management Facility Block 24	9 Jeff Beukeboom Court

**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**  
*Insert signed and stamped Cost Estimate spreadsheet*

**Commented [RP7]:** CKL requires a Cost Estimate for the entire development, to be inserted and to determine Securities and the remaining DAAP fee owing.

Developer/Development Name:		Date:		Schedule 'D' Reduction Request				Subdivision Agreement	
Item	Description	Unit	Price (\$)	Quantity	Total Cost (\$)	Reduction Request 2%		Total Security Required	Comments
						Percent Complete	Reduction (\$)		
1	<b>Site Preparation, Removals and Erosion Control</b>						<b>Reduce in increase of 50% or 10% only</b>	<b>(Retain min. 10%)</b>	
	Mulchment	LS	\$1,000.00	1.00	\$1,000.00			\$100.00	\$100.00
	Light Duty Silt Fence (210' x 10')	M	\$2.35	4000	\$8,400.00			\$8,400.00	\$8,400.00
	Cleaning and Grading - Barn and Shed Removal	LS	\$10,000.00	1	\$10,000.00			\$10,000.00	\$10,000.00
	Gravel Base Check Dams (210' x 10')	LS	\$600.00	1.00	\$600.00			\$200.00	\$800.00
	Earth Excavation, Grading and Drilling	m	\$16.25	3322.00	\$53,150.00			\$27,859.50	\$3,000.00
	Removals Entrance	LS	\$1,000.00	1.00	\$1,000.00			\$500.00	\$100.00
	Topsoil Stock	m	\$3.45	222,423	\$767,259.35			\$10,889.34	\$2,388.26
	Mud Mat Entrance	LS	\$2,500.00	1.00	\$2,500.00			\$2,250.00	\$250.00
	Ry Rap and Filter Cloth	LS	\$7,800.00	1.00	\$7,800.00			\$7,070.00	\$730.00
	<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$84,613.15</b>			<b>\$77,809.84</b>	<b>\$4,803.31</b>
2	<b>Road</b>								
	Road Curbs	LS	\$111,534.00	1	\$111,534.00			\$100,360.66	\$11,173.34
	Granular B - 30mm Depth	yds	\$12.75	3703	\$46,987.50			\$43,275.50	\$3,712.00
	Granular A - 150mm Depth	yds	\$15.85	1455	\$22,815.75			\$21,517.29	\$1,298.46
	#8 Asphalt Binder Course 30mm Depth	sq	\$63.91	918	\$58,209.38			\$56,514.69	\$1,694.69
	#4 Asphalt Surface Course 42mm Depth	sq	\$90.47	726	\$65,419.62			\$0.00	\$65,419.62
	Typical Lake Road Widening - Taper	LS	\$25,000.00	1	\$25,000.00			\$0.00	\$25,000.00
	<b>Subtotal: Road</b>				<b>\$364,966.33</b>			<b>\$308,690.94</b>	<b>\$56,275.39</b>
3	<b>Storm</b>								
	Stormwater Management Ponds - Block 23 and Block 24	LS	\$43,547.00	1	\$43,547.00			\$41,773.00	\$1,774.00
	0.9m x 1.2m High Black Vinyl Chain Link Fencing - Block 24	m	\$10.00	100	\$1,000.00			\$500.00	\$500.00
	8.0m Wide Maintenance Access - Block 24	m <sup>2</sup>	\$20.00	340	\$6,800.00			\$0.00	\$6,800.00
	<b>Subtotal: Storm</b>				<b>\$51,347.00</b>			<b>\$42,273.00</b>	<b>\$9,074.00</b>
4	<b>Miscellaneous</b>								
	Farm Fencing	LS	\$12,730.00	1	\$12,730.00			\$11,457.00	\$1,273.00
	<b>Subtotal: Miscellaneous</b>				<b>\$12,730.00</b>			<b>\$11,457.00</b>	<b>\$1,273.00</b>
	<b>Subtotal (Items 1.0 - 4.0)</b>				<b>\$143,796.48</b>			<b>\$126,967.88</b>	<b>\$16,828.60</b>
5	<b>Engineering and Contingency</b>								
	5% Contingency				\$32,089.61			\$14,713.59	\$17,376.02
	7% Engineering				\$31,765.90			\$20,668.33	\$11,097.57
	<b>Subtotal</b>				<b>\$63,855.51</b>			<b>\$35,381.92</b>	<b>\$28,473.59</b>
	H.S.T. - 13%				\$8,301.22			\$4,310.13	\$3,991.09
	<b>Total Construction Costs</b>				<b>\$217,652.02</b>			<b>\$179,863.43</b>	<b>\$37,788.59</b>
	<b>DAAP Fee 3.1% of Subtotal - Fee H.S.T.</b>				<b>\$18,868.45</b>			<b>\$12,233.81</b>	<b>\$6,634.64</b>
6	<b>Security</b>								
	Security Inclusive of H.S.T.								
	<b>Total of Security</b>				<b>\$174,528.82</b>			<b>\$173,887.43</b>	<b>\$664,154.81</b>

I certify these engineering costs to be the current estimated cost for the work approved within the approved engineering drawings.

Name of Engineer: WALTER HANCOCK, P.E.  
 Title: PRESIDENT HANCOCK ENG SERVICES INC  
 Date: Oct 25 / 2019



**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., in accordance with By-law 2007-132, the fee is \$18,805.45. The initial payment of \$11,025.00 which was comprised of 75% of the fee based on the estimated construction value was submitted on August 16, 2013. Therefore, the remainder fee owed is \$7,780.45.

**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 Ontario Municipal Board granted draft plan approval in its Decision dated April 19, 2013 and the Corporation of the City of Kawartha Lakes finalized draft plan approval on May 10, 2013 and such approval was subject to the following conditions:

**DRAFT CONDITIONS:**

THE CORPORATION OF THE CITY OF KAWARTHA LAKES CONDITIONS AND AMENDMENTS APPLYING TO THE APPROVAL OF THE FINAL PLAN FOR REGISTRATION OF THIS SUBDIVISION, FILE NUMBER 16T-08503 ARE AS FOLLOWS:

NO.	CONDITIONS	CLEARANCE
1.	That this approval applies to a draft plan of subdivision on Part of Lots 21 & 22, Concession 13, geographic Township of Emily, City of Kawartha Lakes, prepared by M.J. Davenport & Associates Limited and dated August 16, 2010. The plan shows a total of 21 lots for single detached dwellings, Block 22 for a vacant land block, Block 23 for a private open space block, Block 24 for a stormwater management pond with a drainage easement to Pigeon Lake, Blocks 25 and 26 for public open space, and a street being the extension of Lakeview Crescent. The draft plan of subdivision has been redlined to include 0.3 metre reserves where lots and Block 22 has frontage on two public streets and to prohibit access to "EP" zoned lands owned as part of lots.	City – PD
2.	That all conditions shall be met and final approval shall be given or this draft plan approval shall lapse after three years and 21 days from: (a) the date the notice of decision is sent out with respect to the draft approval, or (b) the date of the order issued by the Municipal Board pursuant to Section 51(32) of the Planning Act, RSO 1990.	City – PD
3.	That the Owner agrees in writing to satisfy all the requirements, financial or otherwise, of the City, and that this shall include the execution of a Subdivision Agreement concerning the design, provision and installment of roads, services, 0.3 metre reserves, road signs and drainage.	City – PD & ENG
4.	That the street shall be named in accordance with the procedures as set by the City and that dedication of same as public highways shall be shown on and occur upon the registration of the final plan.	City – PD & ENG
5.	That the Owner transfer Blocks 24 to 26 inclusive to the City free and	City – PD &

- clear of any encumbrances. ENG
6. That the appropriate Blocks for 0.3 m. reserves are to be dedicated to the City free and clear of any encumbrances. City – PD & ENG
  7. That those easements as may be required for utility or drainage purposes shall be granted to the appropriate authority. City – ENG
  8. That the Owner agrees to construct, entirely at their expense, the subdivision roadway, a right-hand turning lane from Pigeon Lake Road onto King's Wharf Road, any necessary safety upgrades to King's Wharf Road between Pigeon Lake Road and the westerly entrance into the proposed development, a stormwater management pond, and other services within and adjacent to the proposed subdivision to the satisfaction of the City. All roadways and necessary external road upgrades shall be constructed in accordance with applicable City of Kawartha Lakes and Ministry of Transportation design standards. City – ENG
  9. That civic addressing be assigned to each lot to the satisfaction of the City Development Services Department – Planning Division, and that the assignment of civic addresses be included in the Subdivision Agreement between the Owner and the City, either in chart form within the body of the agreement or as a Schedule to the Agreement. City – PD & ENG
  10. That prior to Final Approval of the Plan, it be confirmed that the proposed residential lots conform to the Zoning By-Law in effect under Section 34 of the Planning Act, R.S.O. 1990. City – PD
  11. That the lot areas and frontages appearing on the plan shall not violate the requirements of the Zoning By-Laws of the municipality in effect at the time such plan is presented for approval. City – PD
  12. That the Owner agrees to provide warning clause in the subdivision agreement and in offers of purchase and sale advising purchasers of all conditions that must be implemented and/or adhered to by the purchaser. City – PD
  13. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that on Lots 9, 10, 11, and 12 all single detached buildings or expansions to existing dwellings, including enclosed decks, porches, verandahs, and pools shall not be located within an arc of 188.0 metres from an agricultural building housing livestock located at 2217 Pigeon Lake Road. Other accessory structures are exempt from this provision. City – PD
  14. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that storm ponding may occur in the municipal ditches. City – PD
  15. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that the private park, boat launch, and docking facilities owned and operated by the Lakeview Cottagers Association and the private lagoon along Lakeview Crescent cannot be used by purchasers of this development. City – PD

16. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that the removal of trees within all lands zoned "EP" is prohibited. City – PD
17. That the Owner provides a warning clause in the subdivision agreement and in offers of purchase and sale that Lots 9 to 14 inclusive will only be permitted to have access from the internal subdivision road. City – PD
18. That the Owner agrees to remove all existing agricultural buildings prior to registration of the subdivision agreement. The Owner agrees to remove the direct access to Pigeon Lake Road for Lot 10 once the internal road is constructed. The City will permit temporary crossing over the 0.3 metres reserve until such time as the new internal road is constructed. The Owner will obtain a permit for construction of the new entrance to Lot 10. City – PD
19. That the Owner provide an overall Master Lot Grading Plan for the draft plan of subdivision prior to final approval of the detail design stage along with individual lot grading plans that comply with the overall plan submitted with building permit applications. Sediment and erosion control plans will be required for review prior to any grading proceeding. City – ENG
20. That the Owner shall agree to prepare a construction management plan to deal with approved construction traffic routing, temporary construction traffic signage, sedimentation control, measures to minimize construction mud on the roads, road cleaning, and hours of operation for construction activity. All construction traffic related to the construction of subdivision infrastructure shall only access the property through a temporary entrance from Pigeon Lake Road at 2218 Pigeon Lake Road. The Owner agrees to obtain an entrance permit for a temporary entrance at this location to the City's satisfaction. The Owner agrees to have all traffic associated with construction of the dwellings being routed through the western portion of the public road connecting with King's Wharf Road. Commercial construction on the site will be permitted to operate between the hours of 7 am to 6 pm on Monday to Friday and from 8 am to 12 pm on Saturday. Construction activity will not be permitted on Sunday or statutory holidays. City – PD & ENG
21. That the Owner shall provide an overall Traffic Lane Marking and Signage Plan for all internal and external roadways to the City's satisfaction. The installation of pavement markings, signage and modifications to existing pavement markings and signage shall be at the owner's expense and responsibility. City – ENG
22. That the Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, boulevard landscaping. City – ENG
23. That the Owner co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities. City – ENG
24. That the Owner agrees to provide any drainage easements as deemed necessary by the City to facilitate stormwater drainage. City – ENG & KRCA

25. That the Owner implement all conclusions and development recommendations contained in the report titled Stormwater Quantity and Quality Report prepared by M.J. Davenport & Associates Limited dated September 2008 and as finally approved. City – ENG, KRCA & TSW
26. That the Owner implement all conclusions and development recommendations contained in the report titled Floodplain Management Report prepared by M.J. Davenport & Associates Limited dated March 2010 and as finally approved in the subdivision agreement. City – ENG, KRCA & TSW
27. That the Owner implement all conclusions and development recommendations contained in the report titled Existing Floodplain Report prepared by M.J. Davenport & Associates Limited dated April 2010 and as finally approved in the subdivision agreement. City – ENG, KRCA & TSW
28. That the Owner implement all conclusions and development recommendations contained in the report titled Review of Phosphorus Loading prepared by Niblett Environmental Associates Inc. dated March 14 2011 and as peer reviewed by Oak Ridge Environmental letter dated April 5, 2011 in the subdivision agreement. City – PD, ENG, KRCA & TSW
29. That the Owner implement all conclusions and development recommendations contained in the report titled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010, on August 29, 2010, and on July 19, 2011, and as peer reviewed by Oak Ridge Environmental letter dated April 7, 2011 and on August 26, 2011 in the subdivision agreement. City – PD, ENG, KRCA & TSW
30. That the Owner implement all conclusions and development recommendations contained in the report titled Hydrogeological Assessment Report prepared by Geo-Logic Inc. dated July 2008 and as updated by supplemental reports dated May 11, 2009 and August 26, 2009 and as finally approved by the City's peer review consultant Jagger Hims Limited on October 5, 2009. The Owner shall also implement the recommendations contained in a letter dated June 14, 2010 and in a supplementary report dated January 11, 2012, both prepared by Geo-Logic Inc., and as peer reviewed on February 27, 2012 in the subdivision agreement. City – PD & ENG
31. That the Owner provide a hydrogeological analysis for each lot prior to the issuance of a Building Permit to confirm the suitability for construction of a basement as part of the single detached dwelling. City – ENG
32. That the Owner agrees to install a monitoring well with a data logging device on Lot 14 prior to development in accordance with a letter prepared by Geo-Logic Inc. dated June 14, 2010. The applicant will provide information on the baseline groundwater levels to the City and updates as development progresses on a monthly basis for review. The City reserves the right to withhold removal of the Holding (H) symbol if significant impacts are identified. The Owner further agrees to postpone the sale of Lot 14 until Lots 6 to 21, exclusive of Lot 14, have been developed. City – PD & ENG

33. That the Owner agrees to erect a 1.2 metre high agricultural fence to separate the residential lots, common passive recreational area, and stormwater management lands from the environmentally protected lands on Lots 1 to 9, 11, 12, 16, 17, and 21 as well as Blocks 23 and 24. The Owner further agrees that the environmentally protected portions of these Lots are environmental buffers to be kept in a natural state and shall not be used for the construction of buildings or structures or used for storage or dumping of waste materials. City – PD
34. That development does not occur within the floodplain of the watercourses as illustrated on Dwg. No. 3369-HEC of the Pigeon Lake Estates Subdivision – Existing Floodplain Report prepared by M.J. Davenport & Associates Ltd., revised April 2010 or the floodplain of Pigeon Lake (i.e. below the 100 year Regional flood elevation for Pigeon Lake of 246.9 mASL); City – ENG & KRCA
35. That the Owner agrees not to extend lots into the floodplain of the watercourses and agrees to prohibit development within the floodplain of the watercourses as illustrated on Dwg. No. 3369-HEC of the Pigeon Lake Estates Subdivision – Existing Floodplain Report prepared by M.J. Davenport & Associates Ltd., revised April 2010 or the floodplain of Pigeon Lake (i.e. below the 100 year Regional flood elevation for Pigeon Lake of 246.9 mASL). City – ENG & KRCA
36. That prior to final approval and any grading occurring on the site, the Owner shall prepare a sediment and erosion control plan for the site, both during and subsequent to the construction activities, be prepared to the satisfaction of the City and Kawartha Region Conservation Authority. City – ENG, KRCA & TSW
37. That the Owner agrees in the subdivision agreement to maintain all erosion and siltation control devices in good repair during the construction period and until disturbed soil surfaces have become stabilized and/or revegetated in a manner satisfactory to the Kawartha Region Conservation Authority and the City. City – ENG, KRCA & TSW
38. That, prior to final approval and registration of the subdivision the following detailed design items pertaining to stormwater management be addressed in a revised stormwater management report to the satisfaction of the City, Kawartha Region Conservation Authority, and Trent-Severn Waterway: City – ENG, KRCA & TSW
- The pre-development drainage area plan should show the full extent of the off-site drainage boundaries.
  - The post-development drainage area drawing should delineate and label the area of the sub-catchments within the proposed subdivision.
  - The consultant used only one storm distribution in the analysis. Other storm durations and distributions should be modeled to determine which results in the most conservative design.
  - The consultant should provide the pre- and post-development digital model files with the next submission. Furthermore, a summary printout of the pre-and post-development should be included in the appendices. Since they were not included, KRCA

cannot confirm that the post-development flow of 1.47 m<sup>3</sup>/s is sufficient for culvert sizing.

39. That the Owner submit a formal butternut tree removal and planting plan for approval by the Ministry of Natural Resources prior to final approval of the subdivision agreement. City – MNR
40. That the Owner prepare a tree preservation and planting plan to ensure that significant trees are preserved and that native tree species are planted. City - PD & CS
41. That the Owner provide a cash payment in-lieu of a dedication of parkland, equal to 5% of the appraised value of the land subject to this plan of subdivision, as determined by an experienced and qualified land appraiser with an AACI designation as of the day before the day draft approval was given. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. City - CS
42. That the Owner transfer ownership of Block 23 as a common passive recreational area equally to all lots within the draft plan of subdivision. The Owner agrees to create an operational charter for Block 23 outlining activities that can occur on the site as well as approvals needed for the installation of docking. The Owner shall obtain all necessary approvals and permits to construct the docking prior to final approval of the subdivision agreement. City – PD
43. That the Owner and/or subsequent Owners shall follow the recommendations contained in the Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010 and on August 29, 2010 and obtain approvals from the Trent-Severn Waterway for any shoreline and/or in-water works for to accommodate a communal docking facility associated with Block 23. A warning clause shall be placed in offers of purchase and sale and the subdivision agreement that no individual docks will be permitted in association with development located on Lots 1 to 5 inclusive and the waterfront. City – TSW
44. That the Owner shall provide to the HKRPD Health Unit the locations of sewage system envelopes with a minimum area of 1,000 sq.m. The Owner shall also provide information to homeowners on septic and lawn maintenance. City HKRPD Health Unit
45. That the Owner is aware that they will have to enter into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One 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 development but necessary to ensure the integrity of the Company's Power distribution grid. City – Hydro One

46. That the Owner is hereby advised that prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 emergency services). City – Bell Canada
47. That the Owner shall agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements. City – Bell Canada
48. That the Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans. City – Canada Post
49. That the Owner agrees, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. City – Canada Post
50. That the Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box. City – Canada Post
51. That the Owner will provide a suitable and safe temporary site for a Community Mail Box until final grading is completed at the permanent Community Mail Box location(s). Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied. City – Canada Post
52. That the Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: City – Canada Post
- a) any culvert and granular access subject to municipal requirements;
  - b) any required walkway across the boulevard, per municipal standards; and

- c) any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
53. That the Owner is responsible for: City – ENG
- a) all legal fees incurred in the registration of the subdivision agreement; and,
  - b) providing confirmation to the City that all of the tax accounts for the subject lands are in good standing.
54. That prior to the signing of the final plan by the City, the Planning Division shall prepare a memorandum to the Director detailing how each condition has been satisfied. City - PD
55. That prior to the signing of the final plan by the City, the Development Services Department – Planning Division shall be satisfied that Conditions 1 to 6 inclusive, 9 to 18 inclusive, 20, 28 to 30 inclusive, 32, 33, 40, 42, and 54 have been carried out. City - PD
56. That prior to the signing of the final plan by the City, the Planning Division shall be advised by the Development Services Department – Engineering Division that Conditions 3 to 9 inclusive, 19 to 32 inclusive, 34 to 38 inclusive, and 53 have been carried out. City – ENG
57. That prior to the signing of the final plan by the City, the Development Services Department shall be advised by the Community Services Department that Conditions 40 and 41 has been carried out to their satisfaction. City - CS
58. That prior to signing of the final plan by the City, the Development Services Department shall be advised by KRCA that Conditions 24 to 29 inclusive and 34 to 38 inclusive have been carried out to their satisfaction. KRCA
59. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Trent-Severn Waterway that Conditions 25 to 29 inclusive, 36 to 38 inclusive, and 40 have been carried out to their satisfaction. TSW
60. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Ministry of Natural Resources that Condition 39 has been carried out to their satisfaction. MNR
61. That prior to signing of the final plan by the City, the Development Services Department shall be advised by HKRPD Health Unit that Condition 44 has been carried out to their satisfaction. HKRPD  
Health Unit
62. That prior to the signing of the final plan by the City, the Development Services Department shall be advised by Hydro One that Condition 45 has been carried out to their satisfaction. Hydro One
63. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Bell Canada that Conditions 46 and 47 have been carried out to their satisfaction. Bell Canada

64. That prior to signing of the final plan by the City, the Development Canada Post Services Department shall be advised by Canada Post that Conditions 48 to 52 inclusive have been carried out to their satisfaction.

## 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

The Purchaser/Grantee acknowledges that he or she is aware that the land within Block 24 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Block 24 contains stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

##### 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 may 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 – Open Space**

*Specifics to the plan are to be inserted.*

The Purchaser/Grantee acknowledges that he or she is aware that the Land within Block 25 and 26 of Plan 57M-\_\_\_\_\_ is an environmental buffer and floodplain owned by the City and regulated by Kawartha Conservation.as. The Purchaser/Grantee covenants and agrees that he or she will not object to the lawful use of said Land for such purposes as the City may lawfully permit.

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

The Purchaser should be aware that surrounding land to the Plan of Subdivision may be rezoned to allow for future development.

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**

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots 1 to 9, inclusive, an agricultural fence is erected, and agrees that they are responsible for the maintenance/replacement of this fence. The Purchaser/Grantee acknowledges that he or she is aware that on Lots 11, 12, 16, 17 and 21 an agricultural fence is erected between the said lots and the public open space which abuts said lots (being block 26 and block 27). Specifically, a 1.2 metre high page wire fencing shall be installed along the rear yards of Lots 1 to 8 inclusive, the north side yard property line of Lot 1, the south west portion of the rear yard of Lot 9, the north side yard property line of Lots 11, 17, 21, the south side yard property line of Lots 12, 16, the south and east property line of Block 24. Black vinyl chain link fence, 1.2 metre high, shall be installed along the south side yard property line of Lot 5.

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 Engineering 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.

The Purchaser/Grantee of Lots 6 to 8 inclusive acknowledges that they are aware that the 1.2 metre page wire fence delineates the limits of the creek buffer and no construction activities such as site grading, tree removal or storage or dumping or stockpiling of materials.

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 adjacent to the western property line of Block 22, in accordance with the Composite Utility Plan.

Commented [J68]: Is this still the case?

- 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 – Not Applicable**
- q) **Warning – Streetlights**  
The Purchaser/Grantee of any Lot or Block is advised that there are no municipal streetlights located within the subdivision.
- 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 - Agricultural Setback**  
The Purchaser/Grantee of Lots 9, 10, 11 and 12 are advised and acknowledge that any single detached buildings or expansions to existing dwellings, including enclosed decks, porches, verandas, and pools shall not be located within an arc of 188.0 metres from an agricultural building housing livestock located at 2217 Pigeon Lake Road (other accessory structures are exempt from this provision).
- t) **Warning - Municipal Ditches**  
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.
- u) **Lakeview Crescent Cottagers Association Private Lagoon**  
The Purchaser/Grantee of any lot is advised and acknowledge that the private park, boat launch, and docking facilities owned and operated by the Lakeview Cottagers Association and the private lagoon along Lakeview Crescent cannot be used by non-members of the Lakeview Cottagers Association.

- v) **Removal of Vegetation in EP Zone Prohibited**  
The Purchaser/Grantee of any Lot is advised and acknowledges that the removal of vegetation within all lands zoned Environmental Protection (EP) is prohibited.
  
- w) **Access by Internal Roads Only**  
The Purchasers/Grantees of lots 9 to 14 are specifically advised and acknowledge that access to their lot will only be permitted from the internal subdivision road and will not be permitted from any other abutting municipal road.
  
- x) **No Individual Docks**  
The Purchasers/Grantees of Lots 1 to 5 are specifically advised and acknowledge that no individual docks will be permitted in association with development located on Lots 1 to 5 inclusive and the waterfront.
  
- y) **Block 22 Common Element Condominium / Facility**  
The Purchasers/Grantees of Lots 1 to 21 inclusive is advised that Block 22 and 23 form the common elements of a common element condominium and will be governed by a Condominium Corporation and the Condominium Act, 1998, S.O. 1998, c. 19. Block 22 is a common element passive recreational area. The common element condominium Declaration shall provide that Lots 1 through 21 (inclusive), on Plan 57M-\_\_\_\_shall be attached to Block 22 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.
  
- y) **Block 23 Common Element Condominium and Communal Docking Facility**  
The Purchasers/Grantees of Lots 1 to 21 inclusive is advised that Block 23 is passive recreational area with communal docking facilities. The common element condominium Declaration shall provide that Lots 1 through 21 (inclusive), on Plan 57M-\_\_\_\_shall be attached to Block 23 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

*(Consultant, Project Number, Drawing Title and Number, and Date to be inserted.)*

Commented [RP9]: To be completed by Engineer.

## SCHEDULE "I"

### LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

#### UNDERTAKING

To: Lakeview Estates Cottage Owners' Association Inc.

From: 2594441 Ontario Inc.

Date: September 11, 2019

RE: King's Wharf Development: Location of Culvert

WHEREAS Lakeview Estate Cottage Owners' Association Inc. (the "Association") is the registered owner of the property legally described as Part 37 Plan R.D. 49 in the City of Kawartha Lakes in the Geographic Township of Emily (being all of P.I.N. 63250-0119 (L.T)) on which a lagoon is located that is enjoyed by the various members of the Association (the "Association Property").

AND WHEREAS the members of the Association access the Association Property by travelling over the property legally described as Part 153 Plan R.D. 49, being municipally owned property ("Part 153") on which the municipal road Lakeview Crescent is located.

AND WHEREAS 2594441 Ontario Inc. is developing a subdivision on the property adjacent to the Association Property.

AND WHEREAS 2594441 Ontario Inc., as a condition of the draft plan approval of the aforementioned subdivision, redeveloped a culvert located beneath the road surface of Lakeview Crescent and in so doing changed the number of culverts from one to two and repositioned them so that water flowing through the culvert now dispenses water into the Association Property approximately 3 meters south of the original location of the mouth of the original culvert.

AND WHEREAS as part of the redevelopment of the culvert, a certain amount of the adjacent municipal property had to be excavated and lined with rip rap.

AND WHEREAS the Association has expressed some concerns that the repositioning of the culvert and excavation of part of Part 153 has reduced access to the Association Property and may negatively impact the lagoon.

AND WHEREAS the principals of 259441 Ontario Inc. wishing to establish and maintain good neighborly relations with the Association and its members have agreed to use their best efforts to reposition the two culverts so that will be located generally the same location as the original culvert; to fill in the excavated portion of Part 153 to re-establish, as much as possible, the original width of the access to the Association Property from Lakeview Crescent; and to dredge the lagoon located on the Association Property.

NOW THEREFORE, 2594441 Ontario Inc. hereby undertakes to use its best efforts to achieve the following as soon as reasonably possible:

1. To re-locate the two culverts located beneath Lakeview Crescent to the location indicated as Location "A" on the plan attached as Schedule "A";
2. To fill with appropriate material that excavated portion of Part 153 as indicated as Location "B" on the plan attached as Schedule "A" so that the excavated parcel so filled will be generally level

with the rest of Part 153 and that part of the Association Property which is located to the south of the Lagoon.

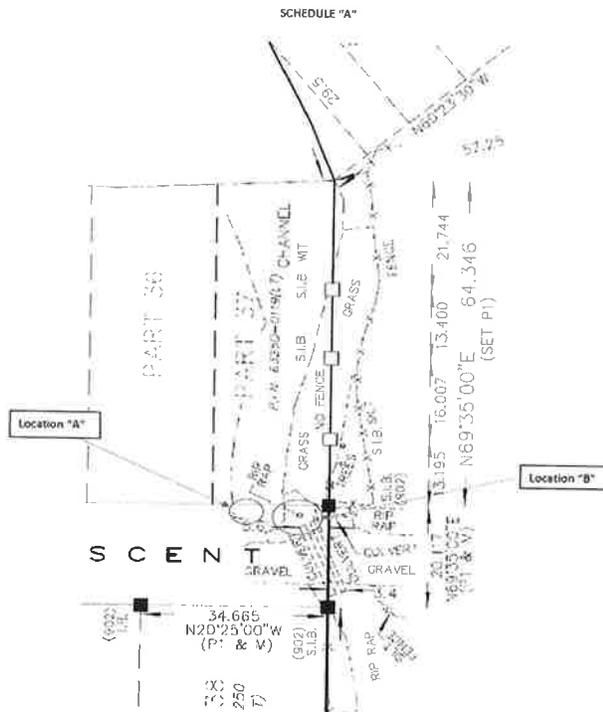
3. To extend a third culvert currently terminating at the south end of the excavated part of Part 153 so that it will terminate to the north of Location "B".
4. A one-time dredging of the lagoon located on the Association Property on the plan and, if necessary, assist the Association with the procurement of the necessary permits from the Trent Severn Waterway, or any other applicable governmental authority.
5. The above undertakings are subject to the approval of the applicable governing authorities. In addition to the undertakings listed in paragraphs 1 to 4, 2594441 Ontario Inc. will use its best efforts to obtain the necessary governmental approval for each undertaking.

Dated this 11<sup>th</sup> Day of September 2019 in the City of Kawartha Lakes



Paul Charron, President

I have authority to bind the Corporation



**SCHEDULE "J"**

**ENVIRONMENTAL BUFFER PLAN**

Drawing No. 3369-DP (Draft Plan), Pigeon Lake Estates Subdivision, prepared by  
M.J Davenport & Associates Ltd., Revision No. 5, dated July 11, 2011.

**Commented [KS10]:** Again, I believe this is the most recent version of this document on-file