

Document General

Subdivision Agreement

Between

Three Lakes Development Inc.

and

The Corporation of the City of Kawartha Lakes

ROKEBY SUBDIVISION PHASE 1A
16T- 87002

Dated as of _____, 2020

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2020.

BETWEEN:

Three Lakes Development 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-87002 – D05-19-006) for the proposed subdivision, and whereas Council has authorized the execution of this Agreement, which requires that the Owner shall satisfy all the requirements financial and otherwise of the City. This Agreement is entered into to set out the terms and conditions which must be met in consideration of the City and appropriate agencies advising the City that the conditions have been met.

AND WHEREAS the Land affected by this Agreement is legally described as Part of Lot 16 Concession 9 and Part of Park Lot 2 Registered Plan No.70. Geographic Township of Verulam_____, City of Kawartha Lakes. More particularly, the Land is described as Part of Lot 16 Concession 9 as shown on Plan 57M-_____, City of Kawartha Lakes._____

Commented [RP1]: To be confirmed

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-87002 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 and pursuant to written notification to the Director of Engineering and Corporate Assets, 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 (AutoCad and pdf) of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

Commented [RP2]: Engineering requires AutoCad version

(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 all sediment and erosion control measures and 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 Vellore Engineering Ltd. (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule "I" with respect to the work being done under

* Length of time for installation to be confirmed by the Owner and Engineer pursuant to the engineering design.

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, and the Engineer shall confirm the completion of the Public Services conforms with the approved design.

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

c) CONTRACTORS

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

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

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified 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, including all sediment and erosion controls, 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 constructed (Record/"As-Built") information for all Public Services installed, in electronic AutoCAD, pdf and hard
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copy are required to be submitted to the City for Acceptance and Substantial Completion 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 Record 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 AND SUBSTANTIAL COMPLETION

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, Substantial Completion, and Occupancy of any unit, the Owner shall file with the Director the following:

- i) An electronic copy on a CD (AutoCad and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the engineer, certifying that the accepted 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. The certification should include confirmation that all deficiencies in the water and sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems;

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the substantially completed Public Services constructed, installed, or provided by the Owner for a maintenance period which shall be a minimum of one (1) year from the time of placement of the top course of surface asphalt and final repairs, as applicable.

h) ASSUMPTION

Upon completion of the 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 \$1,000.00 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 certify to 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.

Commented [RP3]: Engineering is agreeable to \$1,000, subject to Council approval

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, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision, 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) the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks approval;
- 5) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 6) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- 7) a listing of assets to be assumed by the City, in a format acceptable to the City; and
- 8) a statutory declaration confirming all payments have been made, as per the City's template.

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 until assumption of the Public Services. 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

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Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from _____ Conservation Authority. 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 as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

3. LAND FOR MUNICIPAL PURPOSES

- a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such 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 the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- 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 the Owner's 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 the Owner 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 \$1,000 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.

Commented [RP4]: Engineering is agreeable to \$1,000, subject to Council approval.

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; 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:

- x) 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;
- xi) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
- xii) 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 the responsibility of the Owner 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 to 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 herein described 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 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 his or her own expense, shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security (herein referred to as "the security") in the amount of 100% required by the City to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in Schedule "D", including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in Schedule "D" hereto.

b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;

ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;

iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption

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; and

v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the Schedule "D" engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to Schedule "D" reflects the value of work outstanding at that time.

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

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D"; and
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of 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	Row or Multiple	Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		68	---	---	---	---
(Urban – Other) April 1 - December 31, 2020 Development Charge Rate Per Dwelling Unit	Health and Social	\$213	---	---	---	---
	Airport	\$23	---	---	---	---
	By-Law Enforcement	\$15	---	---	---	---
	Parking	\$114	---	---	---	---
	Parks and Recreation	\$685	---	---	---	---
	Library	\$351	---	---	---	---
	Administration Studies	\$374	---	---	---	---
	Fire	\$333	---	---	---	---

	Paramedic	\$196				
	Police	\$---				
	Transit	\$---	--	--	--	--
	Waste Diversion	\$34				
	Roads and Related	\$6,249	--	--	--	--
	Water Treatment	\$3,286	--	--	--	--
	Water Distribution	\$3,412	--	--	--	--
	Wastewater Treatment	\$4,191	--	--	--	--
	Wastewater Collection	\$6,094	--	--	--	--
	Total	\$25,570	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$1,738,760		--	--	--

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 eligible for a deferral of the Development Charges, the City has resolved to grant the requested deferral in accordance with By-Law 2019-184 and Council Policy CP2019-005, as amended or replaced from time to time.

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

- (i) On the 3rd 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 Kamran Iqbal
Address 221 Helen Ave,
Markham, ON,
L3R 1J7
Phone 905-479-9600 Ext 213
Email kiqbal@besthomescanada.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 2020.11.19-16T-87002 Draft Subdivision Agreement

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, 23, 35, and Schedule 'G'.

12. HYDROGEOLOGICAL REPORT

Not Applicable.

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 **West Street**. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development. The owner shall submit a construction traffic routing plan through Bobcaygeon, as a component of the Construction Management Plan.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of File D08-xx-xxx and Zoning By-Law 201x-xxx, as amended which provides the following zoning:

Commented [RP5]: Planning to confirm and Insert

LOT OR BLOCK	ZONE
1	R1-S14
2	R1-S14
3	R1-S14
4	R1-S14
5	R1-S14
6	R1-S14
7	R1-S14
8	R1-S14
9	R1-S14
10	R1-S14
11	R1-S14

12	R1-S14
13	R1-S14
14	R1-S14
15	R1-S14
16	R1-S14
17	R1-S14
18	R1-S14
19	R1-S14
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24	R1-S14
25	R1-S14
26	R1-S14
27	R1-S14
28	R1-S14
29	R1-S16
30	R1-S16
31	R1-S16
32	R1-S16
33	R1-S16
34	R1-S17
35	R1-S17
36	R1-S17
37	R1-S17
38	R1-S17
39	R1-S17
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41	R1-S17
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64	R1-S17
65	R1-S17
66	R1-S17
67	R1-S17
68	R1-S17
69	01-S1
70	R1-S16
71	A1
72	N/A
73	N/A
74	N/A

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 vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

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

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

17. REGISTERED PLAN

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

18. UTILITY COORDINATION

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

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

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); and
- d) coordinate the approved landscape plan with the approved utility plan. 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 ____ 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 as follows:

1. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
2. A firebreak may contain the following:
 - a. A completed foundation and first floor platform constructed under authority of a building permit, or
 - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.

3. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
 4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
 5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
 - a. 6th single house lot, and
 - b. 3rd semi-detached house block.
 6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
 7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
 8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
 9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
 10. At the Chief Building Official's discretion, all matters that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.
 11. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.
- 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. TELECOMMUNICATIONS 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, 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 water balance calculations, 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 and phosphorus control, 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 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.

d) The Owner AGREES that as per the final Environmental Impact Study Report, prepared by Oakridge Environmental, October 2010, a Qualified Professional will prepare a post-development three (3) year monitoring plan of the natural vegetation downgradient of the stormwater management pond to ensure that the natural features are maintained and not negatively impacted, to the satisfaction of Kawartha Conservation Authority.

29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

Not applicable.

b) UPGRADES TO EXISTING SANITARY SEWER

Not applicable.

30. OTHER UPGRADES

a) Front Street

The Owner COVENANTS and AGREES to provide the cash-in-lieu value of \$88,500.00 to the City for the installation of sidewalk on the Front Street road allowance from the south-west subdivision entrance on Front Street, easterly to West Street, to accommodate the additional traffic flow and pedestrian access proposed by the development. The cash-in-lieu payment is required to be paid to the City in full at the time when 50% of the 68 building permits in Phase 1A are issued. Payment is required in advance of the City's approval of the of the individual lot grading plan associated with the 34th building permit application. The City will secure for this work in Schedule D Cost Estimate, Section 7 Road and the City will retain 100% of the security until the time of payment. If payment is not issued, the City will draw upon the security.

Commented [RP6]: Planning to confirm update to Draft Plan Condition 31.

b) West Street

The Owner COVENANTS and AGREES to upgrade the West Street road allowance from City of Kawartha Lakes Road 8, southerly to Front Street to the City's full urban serviced standard. These works are conditional as part of the Phase 2 of the development and shall be at the Owner's expense. A partial engineering design has been completed and included in Schedule A for reference.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner AGREES that the Block to be dedicated to the City as parkland will occur in the next phase of development and that the development of the parkland is to the satisfaction of the Community Services Department of the City as per the Draft Plan 16T-87002

32. SCHEDULES

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

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

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

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 watermain, 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 privacy and noise attenuation fencing in accordance with the requirements of Schedule "C", Section 12.

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

Specific requirements as applicable to the plan are to be inserted.

37. MINISTRY OF NATURAL RESOURCES AND FORESTRY

REQUIREMENTS

Specific requirements as applicable to the plan are to be inserted.

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 _____, issued _____ as amended, for the sewers and stormwater management facilities.

Commented [RP7]: To be inserted by Engineering

39. SUBORDINATION

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

40. MISCELLANEOUS

- a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the Agreement specifies otherwise.
- b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.
- c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:
 - i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
 - ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.
- 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.

41. REGISTRATION OF AGREEMENT

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

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

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Andy Letham, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

Owner's Name: Kamran Iqbal

2020

Title: Director

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 Part of Lot 16 Concession 9 _____ now in the City of Kawartha Lakes. More particularly, the Land is described as, Part of Lot 16 Concession 9 and Part of Park Lot 2 Registered Plan No.70. Geographic Township of Verulam _____, _____ both inclusive, and Blocks _____, both inclusive, as shown on Plan 57R-10840 _____, City of Kawartha Lakes.

Commented [RP8]: To be confirmed

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.

Consultant, Project Number, Drawing Titles and Numbers, and Dates to be inserted.

Commented [RP9]: Engineering to confirm

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 EXISTING CONDITIONS AND REMOVAL PLAN
- 4 GENERAL PLAN OF SERVICES- PART 1
- 5 GENERAL PLAN OF SERVICES- PART 2
- 6 GENERAL PLAN OF SERVICES- PART 3
- 7 GENERAL PLAN OF SERVICES- PART 4
- 8 PLAN & PROFILE HILLCROFT WAY
- 9 PLAN & PROFILE HILLCROFT WAY
- 10 PLAN & PROFILE HILLCROFT WAY
- 11 PLAN & PROFILE HILLCROFT WAY
- 12 PLAN & PROFILE WOODFERN WAY
- 13 PLAN & PROFILE WEST STREET
- 14 PLAN & PROFILE STORM OUTFALL-1 & 2
- 15 PLAN & PROFILE SPRUCESIDE DRIVE
- 16 CUT-OFF SWALE TO POND (BLOCK 69)-PART 1
- 17 CUT-OFF SWALE TO POND (BLOCK 69)
- 18 CUT-OFF SWALE TO TEMPORARY POND
- 19 GRADING PLAN-PART 1
- 20 GRADING PLAN-PART 2
- 21 GRADING PLAN-PART 3
- 22 GRADING PLAN-PART 4
- 23 PRELIMINARY PARK GRADING PLAN
- 24 CROSS SECTIONS
- 25 CROSS SECTIONS
- 26 FRONT STREET CROSS SECTIONS
- 27 FRONT STREET CROSS SECTIONS
- 28 FRONT STREET CROSS SECTIONS
- 29 FRONT STREET CROSS SECTIONS
- 30 WEST STREET CROSS SECTIONS
- 31 WEST STREET CROSS SECTIONS
- 32 WEST STREET CROSS SECTIONS
- 33 EROSION AND SEDIMENT CONTROL PLAN (STAGE-1 TOPSOIL STRIPPING & SITE PREGRADING)
- 34 EROSION AND SEDIMENT CONTROL PLAN (STAGE-2 SUBDIVISION SERVICING)

35	PRE-DEVELOPMENT STORM DRAINAGE AREA PLAN
36	POST-DEVELOPMENT STORM DRAINAGE AREA PLAN
37	STORM DRAINAGE AREA PLAN
38	STORM DRAINAGE AREA PLAN
39	INFILTRATION TRENCH PLAN
40	INFILTRATION TRENCH PLAN
41	POST-DEVELOPMENT SANITARY DRAINAGE AREA PLAN
42	POST-DEVELOPMENT SANITARY DRAINAGE AREA PLAN
43	STORM WATER MANAGEMENT POND No.1-PLAN & DETAILS
44	STORM WATER MANAGEMENT POND No.1-SECTIONS & DETAILS
45	STORM WATER MANAGEMENT POND No.1-OUTLET CONTROL STRUCTURE DETAILS
46	TEMPORARY STORM WATER MANAGEMENT POND No.2-PLAN AND DETAILS
47	COMPOSITE UTILITY PLAN-PART 1
48	COMPOSITE UTILITY PLAN-PART 2
49	TRAFFIC MANAGEMENT PLAN-PART 1
50	TRAFFIC MANAGEMENT PLAN-PART 2
51	TRAFFIC MANAGEMENT PLAN-PART 3
52	STREETLIGHT LAYOUT
53	STREETLIGHT LAYOUT
54	STREETLIGHT LAYOUT
55	DETAILS
56	PHOTOMETRICS
57	PHOTOMETRICS
58	PHOTOMETRICS
59	STREETSCAPE PLAN
60	STREETSCAPE PLAN
61	STORMWATER MANAGEMENT POND
62	LANDSCAPE DETAILS
63	STANDARD DETAILS
64	STANDARD DETAILS

SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

Not applicable.

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

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

4. 0.3 METRE RESERVES

The Owner shall convey Block(s) 72 to 74 inclusive, as shown on Plan 57M-____ (16T-87002) to the City for the purpose of a 0.3 m reserve.

Commented [RP10]: To be confirmed

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility for the Plan of Subdivision on Block 69 of Plan 57M-____ and shall convey Parts 1 and 2 of Plan 57R-10840 each for construction and placement of a stormwater management pond and sediment drying areas and for access and drainage to the stormwater management ponds of Plan 57M-____ to the City.

Commented [RP11]: To be confirmed

6. PARKLAND

The dedication of the parkland block shall occur in the next phase of development.

SCHEDULE "B-1"

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

DRAFT

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 the Engineer receiving notice to do so from the Director.

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

3. Curbs and Gutters and Sidewalks

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

- i) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City.
- ii) Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.
- iii) 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.
- iv) Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

4. Watermains

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

5. Sanitary Sewers

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

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

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

c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top

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of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring-line of the pipe shall be open graded 19mm crushed rock.

d) Upon completion of base asphalt all sanitary manholes shall be fixed with a Manhole Inflow Dish/Cover manufactured by Cretex Specialty Products or approved equivalent made of High Density Polyethylene (HDPE) Copolymer meeting the requirements of ASTM D-1248 Class A, Category 5, Type III. All Manhole Inflow Dishes shall come with a manufactured strap for removal and an appropriate valve for venting gas and relieving vacuum pressure. Manhole Inflow Dishes shall remain in place and in a proper state of repair until final assumption of the subdivision.

6. Storm Sewers

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

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

7. Stormwater Management Facility

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment 'Stormwater Management Planning and Design Manual' (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and Kawartha Conservation Authority.

8. Service Connections

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

a) **Water Service Connections:**

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

b) **Sanitary Sewer Service Connections:**

i) **Material:**

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

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

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

ii) **Installation:**

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

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

iii) **General:**

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

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

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

c) **Storm Sewer Service Connections:**

i) **Material:**

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

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

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

Sump

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

ii) **Installation:**

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

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

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

i) **General:**

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

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

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

9. Street Lighting and Electrical Distribution

The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. Equipment and installation shall meet the standards of the City, as revised from time to time. Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.

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

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

10. Pedestrian/Cycling Trail

Specifics related to the plan must be inserted.

11. Parkland

The Owner AGREES that the Block to be dedicated to the City as parkland will occur in the next phase of development and that the development of the parkland is to the satisfaction of the Community Services Department of the City.

12. Buffering and Fencing Requirements

The Owner shall install 1.5 metre black vinyl chain link fencing along the north and west side of Block 72, the perimeter of Parts xx and Block 69, rear lot lines of Lots 29 to 31 inclusive, north side yard of Lots 31, the north and south sides of Block 70.

Commented [RP12]: To be confirmed.

13. Walkway

Specifics related to the plan must be inserted and referenced in the engineering design drawings, including cross-sections, as applicable.

14. Canada Post Requirements

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

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- b) The Owner shall provide, at the Owner's expense, curb depressions at the Community Mailbox location two (2) metres in width and no higher than 25mm.
- c) The Owner shall provide, at the Owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality.
- d) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, the Owner shall install at the Owner's expense, a walkway across the boulevard one (1.0) metre in width and constructed of a material suitable to the City. In addition, the Owner shall ensure that this walkway is accessible by providing a curb depression between the street and the walkway. The depression shall be one (1.0) metre wide and no higher than 25mm.
- e) Canada Post must be contacted prior to implementation for the approval of proposed mailbox locations.
- f) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and/or locations.

15. House Numbers

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

16. Street Signs

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

17. Driveway Entrances

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

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 prior to the placement of top course asphalt.

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-87002	Address
Lot 1	73 Hillcroft Way
Lot 2	71 Hillcroft Way
Lot 3	69 Hillcroft Way
Lot 4	67 Hillcroft Way
Lot 5	63 Hillcroft Way
Lot 6	61 Hillcroft Way
Lot 7	59 Hillcroft Way
Lot 8	55 Hillcroft Way
Lot 9	53 Hillcroft Way
Lot 10	51 Hillcroft Way
Lot 11	47 Hillcroft Way
Lot 12	45 Hillcroft Way
Lot 13	43 Hillcroft Way
Lot 14	41 Hillcroft Way
Lot 15	37 Hillcroft Way
Lot 16	35 Hillcroft Way
Lot 17	31 Hillcroft Way
Lot 18	29 Hillcroft Way
Lot 19	27 Hillcroft Way
Lot 20	25 Hillcroft Way
Lot 21	23 Hillcroft Way
Lot 22	19 Hillcroft Way
Lot 23	17 Hillcroft Way
Lot 24	13 Hillcroft Way
Lot 25	9 Hillcroft Way
Lot 26	7 Hillcroft Way
Lot 27	5 Hillcroft Way
Lot 28	3 Hillcroft Way
Lot 29	7 Spruceside Dr
Lot 30	11 Spruceside Dr
Lot 31	13 Spruceside Dr
Lot 32	2 Hillcroft Way
Lot 33	4 Hillcroft Way
Lot 34	6 Hillcroft Way
Lot 35	8 Hillcroft Way
Lot 36	10 Hillcroft Way
Lot 37	12 Hillcroft Way
Lot 38	14 Hillcroft Way
Lot 39	16 Hillcroft Way
Lot 40	18 Hillcroft Way
Lot 41	20 Hillcroft Way
Lot 42	22 Hillcroft Way
Lot 43	24 Hillcroft Way
Lot 44	26 Hillcroft Way

Lot # / Block on Draft Plan 16T-87002	Address
Lot 45	28 Hillcroft Way
Lot 46	30 Hillcroft Way
Lot 47	32 Hillcroft Way
Lot 48	34 Hillcroft Way
Lot 49	36 Hillcroft Way
Lot 50	38 Hillcroft Way
Lot 51	40 Hillcroft Way
Lot 52	46 Hillcroft Way
Lot 53	48 Hillcroft Way
Lot 54	50 Hillcroft Way
Lot 55	52 Hillcroft Way
Lot 56	54 Hillcroft Way
Lot 57	56 Hillcroft Way
Lot 58	58 Hillcroft Way
Lot 59	60 Hillcroft Way
Lot 60	62 Hillcroft Way
Lot 61	64 Hillcroft Way
Lot 62	66 Hillcroft Way
Lot 63	68 Hillcroft Way
Lot 64	78 Hillcroft Way
Lot 65	80 Hillcroft Way
Lot 66	82 Hillcroft Way
Lot 68	84 Hillcroft Way
Lot 69	86 Hillcroft Way
Stormwater Management Facility Block 69	1 Hillcroft Way

22. Requirement for Blasting

Specifics related to the plan must be inserted.

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

File No. W16193 November 2nd 2020	
Three lakes Development Inc. Rokeby Residential Subdivision File No. 167-87002	
Schedule 'D' Subdivision Agreement	

	Unit	Price (\$)	Quantity	Total Cost (\$)
1 Site Preparation, Removals and Erosion Control				
Mobilization & Demobilization	LS	\$6,000.00	1.00	\$6,000.00
Light Duty Silt Fencing (219.110)	m	\$15.00	250	\$3,750.00
Construction of Mud Mat	LS	\$2,500.00	1.00	\$2,500.00
Supply and Install 500mm dia. Culvert	LS	\$500.00	1.00	\$500.00
Supply and Install 450mm dia. Culvert	LS	\$450.00	1.00	\$450.00
Construct Temporary Cut Off Swales	m	\$15.00	500.00	\$7,500.00
Construct Rock Check Dams	ea.	\$1,500.00	5.00	\$7,500.00
Site Dewatering (submersible pump w. generator)	LS	\$10,000.00	1.00	\$10,000.00
Subtotal: Site Preparation, Removals and Erosion Control				\$38,200.00
2 Landscaping				
Street Trees, Sodding, Fencing, etc	LS	\$189,156.00	1.00	\$189,156.00
Pond Landscaping	LS	\$50,216.00	1.00	\$50,216.00
Subtotal: Landscaping				\$239,372.00
3 Storm				
200mm ø Perforated P.V.C. including soakway pit	m	\$125.00	445	\$55,625.00
450mm ø P.V.C.	m	\$200.00	93	\$18,600.00
525mm ø Conc.	m	\$215.00	162	\$34,700.00
600mm ø Conc.	m	\$330.00	8	\$2,700.00
750mm ø Conc.	m	\$405.00	45	\$18,225.00
900mm ø Conc.	m	\$515.00	350	\$179,800.00
1200mm ø (OPSD:701.010)	ea	\$4,500.00	6	\$27,000.00
1800mm ø (OPSD:701.012)	ea	\$7,800.00	4	\$31,200.00
2400mm ø (OPSD:701.013)	ea	\$10,000.00	3	\$30,000.00
Single Catch Basin incl. Lead	ea	\$2,750.00	6	\$16,500.00
Double Catch Basin incl. Lead	ea	\$3,750.00	12	\$45,000.00
Rear Lot Catch Basin	ea	\$6,500.00	5	\$32,500.00
300mm ø P.V.C. Rear Lot Catch Basin Lead	m	\$180.00	225	\$40,500.00
1200mm ø (Catch Basin Manhole)	ea	\$4,500.00	1	\$4,500.00
150mm ø Single Storm Service	ea	\$1,100.00	0	\$0.00
150mm ø Double Storm Service	ea	\$1,200.00	0	\$0.00
Clean, Flush and Video Inspection of Storm Sewers	m	\$5.00	1103	\$5,515.00
750mm ø Strm. Plug	ea	\$500.00	1	\$500.00
525mm ø Strm. Plug	ea	\$500.00	1	\$500.00
Infiltration Trenches	m	\$105.00	660	\$69,300.00
Subtotal: Storm				\$612,665.00

4	Sanitary				
	200mm Ø P.V.C.	m	\$125.00	679	\$84,900.00
	1200mm Ø (701.010)	ea	\$3,600.00	9	\$32,400.00
	100mm Ø Single Sanitary Service	ea	\$950.00	68	\$64,600.00
	Clean, Flush and Video Inspection of Sewer	m	\$6.00	756	\$5,000.00
	200mm Sanitary Plug	ea	\$500.00	1	\$500.00
	Saw-cut asphalt, excavate to install new 200mm dia. Sanitary sewer on Front Street West including cutting into existing manhole and backfilling with unshrinkable fill within the right of way and replacement of asphalt to match existing conditions and benching manhole to suit new piping configuration.	LS	\$25,000.00	1	\$25,000.00
	Rock Breaking and Removal	m ³	\$100.00	300	\$30,000.00
	Vibration Monitoring	LS	\$10,000.00	1	\$10,000.00
	Subtotal: Sanitary				\$252,400.00
5	Watermain and Appurtenances				
	200 mm P.V.C. watermain	m	\$105.00	915	\$71,800.00
	Hydrant Set, Valve and Tee	ea	\$3,750.00	6	\$18,800.00
	19 mm Short Water Service	ea	\$660.00	31	\$20,500.00
	19 mm Ø Long Water Service	ea	\$780.00	37	\$28,900.00
	200 mm Gate Valve	ea	\$1,500.00	12	\$18,000.00
	150 mm Gate Valve	ea	\$1,100.00	2	\$2,200.00
	Connection to Existing 200mm Pipe incl. Saw Cutting, Excavation, Cut into Exist. w/main, Install 3-way Tee, and Restore to Original Condition or Better	LS	\$15,000.00	1	\$15,000.00
	200mm Plug and Blow-off	ea	\$1,000.00	1	\$1,000.00
	Connection to Existing 150mm Pipe incl. Saw Cutting, Excavation, Remove Exist. Plug, Install 3-way Tee, Backfill and Restore to Original Condition or Better	LS	\$10,000.00	1	\$10,000.00
	Watermain Commissioning	LS	\$2,500.00	1	\$2,500.00
	Subtotal: Watermain and Appurtenances				\$188,700.00
6	Electrical				
	Street Lighting (including; cable, conduit, and light standards)	LS	\$120,700.00	1	\$120,700.00
	Subtotal: Electrical				\$120,700.00
7	Road				
	Temporary Street and Stop Signs	ea	\$150.00	5	\$750.00
	Granular 'B' 300mm Depth	t	\$12.00	4195	\$50,340.00
	Granular 'A' 150mm Depth	t	\$7.20	1850	\$13,320.00
	HL8 Asphalt Binder Course 50mm Depth	t	\$79.00	655	\$51,800.00
	HL4 Asphalt Binder Course 40mm Depth	t	\$86.00	530	\$45,600.00
	150 mm Dia Subdrain Road (OPSD 216.021)	m	\$17.00	1340	\$22,900.00
	Two-Stage Curb and Gutter (600.070)	m	\$105.00	1285	\$135,000.00
	1.5m wide Concrete Sidewalk	m ²	\$80.00	900	\$54,000.00
	Construct Sidewalk at Front Street	m ²	\$100.00	885	\$88,500.00
	HL3 Driveway Asphalt	t	\$86.00	150	\$12,900.00
	Line Painting	LS	\$1,000.00	1	\$1,000.00
	Dead End Barrier	LS	\$500.00	1	\$500.00
	Street Cleaning	LS	\$2,500.00	1	\$2,500.00
	Concrete Mailbox Pad	LS	\$900.00	1	\$900.00
	Road Signs	LS	\$2,000.00	1	\$2,000.00

	Temporary Road Barricade (OPSD 912.532) complete with Future Road and No Dumping Signs	LS	\$1,500.00	1	\$1,500.00
	Subtotal: Road				\$483,510.00
8	Legal Fees				
	Miscellaneous Legal Fees (associated with review and registration)	LS	\$6,000.00	1	\$6,000.00
	Subtotal: Legal Fees				\$6,000.00
9	Earthworks				
	Strip Topsoil and Other Organic Material from the Phase 1 Site Area Including the SWM Pond and Stockpile	m ³	\$3.50	8000	\$28,000.00
	Earth Cut and Fill	m ³	\$5.00	65000	\$325,000.00
	Construct Cut Off Ditch	m	\$20.00	835	\$16,700.00
	Subtotal: Earthworks				\$369,700.00
10	Retaining Wall				
	Armour Stone	m ³	\$95.00	100	\$9,500.00
	Subtotal: Retaining Wall				\$9,500.00
11	Storm Water Management Pond and Temporary Pond				
	Temporary Pond				
	Earth Cut and Fill	m ³	\$5.00	100	\$500.00
	450mm ø CSP Culvert	m	\$200.00	24.5	\$1,800.00
	375mm ø P.V.C.	m	\$190.00	7	\$1,800.00
	750mm ø Conc.	m	\$405.00	3	\$3,000.00
	200mm ø Nominal sized Rip Rap	m ²	\$30.00	30	\$900.00
	Concrete Headwall as per Std 804.020	ea	\$10,000.00	1	\$10,000.00
	Cut Off Swale	m	\$15.00	45	\$675.00
	Hickenbottom	LS	\$7,500.00	1	\$7,500.00
	Storm Water Management Pond				
	Proposed Cut off Swale	m	\$3.50	950	\$3,325.00
	Earth Cut and Fill	m ³	\$5.00	500	\$2,500.00
	Place 300mm thickness Clay Blanket at Pond Bottom	m ³	\$15.00	760	\$11,400.00
	450mm ø P.V.C.	m	\$200.00	33	\$1,800.00
	900mm ø P.V.C.	m	\$515.00	34	\$17,510.00
	375mm ø P.V.C.	m	\$190.00	9	\$1,800.00
	750mm ø Conc.	m	\$405.00	7.3	\$3,000.00
	Concrete Headwall as per Std 804.040	ea	\$15,000.00	2	\$30,000.00
	200mm ø Nominal sized Rip Rap	m ²	\$30.00	1000	\$30,000.00
	200mm - 300mm ø Nominal sized Riverstone	m ²	\$30.00	60	\$1,800.00
	Hickenbottom	LS	\$7,500.00	1	\$7,500.00
	Cable Concrete between Forebay and Main Cell	LS	\$5,000.00	1	\$5,000.00
	Access Road	m ²	\$25.00	455	\$11,375.00
	Restorations/Monitoring/Maintenance	LS	\$20,000.00	1	\$20,000.00
	Chain Link Fence	m	\$50.00	849	\$42,450.00
	Subtotal: Storm Water Management Pond				\$215,635.00
	Subtotal (Items 1.0 - 11.0)				\$2,536,382.00
12	Engineering and Contingency				
	5% Contingency				\$126,819.10
	7% Engineering				\$177,546.74

*Subtotal	\$2,840,747.84
H.S.T - 13%	\$369,297.22
Total Construction Costs	\$3,210,045.06
*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.	\$105,107.67

13 Security

Security inclusive of H.S.T.

Total of Security	\$3,210,045.06
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I certify these engineering costs to be the current estimated costs for the works proposed within the approved engineering drawings.

Adam Balsys
Name

Candecon Limited
Title

2-Nov- 20
Date

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

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 \$105,107.67. The initial payment of \$48,394.07, which was comprised of 75% of the fee based on the initial estimated construction value, was submitted on November 2, 2020. Therefore, the remainder fee owed is \$56,713.60.

SCHEDULE "E"

LOT GRADING PLAN

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

SCHEDULE "F"

CONDITIONS OF DRAFT PLAN APPROVAL

The Corporation of the City of Kawartha Lakes granted draft plan approval on March 22, 2011 and such approval was subject to the following conditions:

REVISED CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL:

16T-87002

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-87002 ARE AS FOLLOWS:

STANDARD INTRODUCTORY CONDITIONS

1. This approval applies to the draft plan of subdivision 16T-87002 prepared by William R. Coe, Ontario Land Surveyor, drawing number V-69-788-6, dated January 20, 1987, and red-lined revised draft plan of subdivision prepared by The Greer Galloway Group Inc., drawing number 08-1-6562, dated October 18, 2010, which shows a total of 221 lots consisting of 115 lots with 10.5 metre lot frontages, 68 lots with 12.0 metre lot frontages, and 38 lots with 15.0 metre lot frontages, two medium density blocks for a total of 40 townhouse dwelling units, a 2.20 ha park block, two 3.0 metre road widening blocks, six 0.3 metre reserve blocks, two stormwater management facility blocks, a 0.31 hectare environmental protection block, a future roadway block, and 5 walkway blocks.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three years from the date the Notice of Decision is sent out with respect to this draft approval.
3. A Subdivision Agreement shall be entered into and executed by the owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-laws.
5. The owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highways.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement, either in chart form within the body of the agreement or as a Schedule to the Agreement.
9. Prior to the signing of the final plan by the Director, the Public Works Department shall be in receipt of a copy of the fully executed agreement between the owner and the City regarding the municipal assumption of the municipal services.

10. The owner shall agree in the Subdivision Agreement that no building permit will be issued for any individual lot or block until the owner has constructed the full municipal services and roadway to the lot or block and that these services are operational. The owner shall submit the required building/site plans and received approval from the City. The owner shall agree to build in accordance with the approved plans.
11. The owner agrees to implement townhouse development on Blocks 222 and 223 through site plan approval in accordance with current development standards.
12. The Owner agrees to have construction traffic for all phases of this development routed through an access provided to the development from West Street. Measures to minimize construction mud on the roads as well as road cleaning will be included in the Subdivision Agreement at the owner's expense. The owner must submit a construction traffic routing plan through Bobcaygeon for approval by the City.
13. Construction activity including delivery of construction materials 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. Construction activity will not be allowed to stage or queue on adjacent public roadways in advance of the permitted construction hours. These provisions will be included in the Subdivision Agreement.
14. The Owner agrees to install a privacy fence with a minimum height of 1.8 m along both sides of Spruceside Drive to Front Street to the City's satisfaction.

PHASING

15. The Subdivision Agreement may contain, phasing arrangements to the satisfaction of the City. Development of the plan shall be phased to the satisfaction of the City. In this regard, among other things, phasing of development shall be based on the timing of road improvements, the timing of schools to serve this subdivision, and the timing of the provision of other essential services and facilities for this subdivision.
16. The owner will phase the plan and acknowledges that municipal servicing capacity will only be granted by the City for development of 100 lots as part of Phase 1 development. The owner acknowledges that development beyond 100 lots will not be permitted until municipal servicing infrastructure is upgraded to permit further development. The owner acknowledges that the City has no current plans to upgrade the infrastructure deficiencies.

ZONING

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan shall be approved and in effect.
18. An Ontario Land Surveyor shall confirm that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the former Village of Bobcaygeon Zoning By-law.

CONVEYANCE OF PARKLAND

19. The owner shall convey Block 240 to the City for park purposes free and clear of any encumbrances as part of Phase 2 development. For the purposes of the conveyance of the parkland block, Phase 2 shall refer to the phase proceeding after the Phase 1 development of 68 lots is approved and registered.
20. The owner shall provide a minimum of 20 metres of road frontage to the park on Woodpark Road as part of Phase 2 development. A temporary access road shall be constructed by the owner to the City's satisfaction.
21. The owner shall prepare a lot grading and drainage plan for approval and complete all necessary preliminary grading to the City's satisfaction. The

owner shall ensure that lot grading and drainage between the park and Phase 2 residential development is completed to the City's satisfaction.

22. The owner shall prepare for the City's review a park development plan showing active sports field areas, play areas, and landscape/passive recreational amenity areas necessary to satisfy the needs of the area residents.

CONVEYANCE OF PUBLIC WALKWAYS

23. Blocks 225 to 228 inclusive as shown on the draft plan shall be shown and dedicated as public walkways on the final plan, at no cost to the City.
24. A walkway Block with a minimum width of 5 metres between the park and Hillcroft Way shall be dedicated as public walkway on the final plan to the City's satisfaction.
25. All municipal walkway Blocks shall be fenced to the satisfaction of the City.
26. The Owner agrees in writing that all walkway Blocks shall be sized to accommodate the proposed storm sewer system and to ensure a proper maintenance area for the pipe size, including zone of influence, vehicular access, and so forth to the satisfaction of the City.

ROADS AND TRAFFIC

27. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at their expense, the roadways, sidewalks, and all municipal services within and adjacent to the proposed subdivision.
28. The owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
29. Two 3 metre sections of land, Blocks 229 and 230, to widen CKL Road 8, shall be shown and dedicated as public highways on the final plan, at no cost to the City.
30. Any dead end streets and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust by the City.
31. The Owner agrees to design the upgrade the Front Street road allowance from the south-west subdivision entrance on Front Street easterly to West Street to accommodate the additional traffic flow proposed by the development to the City's satisfaction. The Owner agrees to provide the cash value of the proposed upgrade in the amount of \$88,500.00 to the City for the installation of sidewalk on the Front Street road allowance from the south-west subdivision entrance on Front Street, easterly to West Street, to accommodate the additional traffic flow and pedestrian access proposed by the development. The cash-in-lieu payment is required to be paid to the City in full at the time when 50% of the 68 building permits in Phase 1A are issued, irrespective of occupancy. Payment is required in advance of the City's approval of the of the individual lot grading plan associated with the 34th building permit application.
32. The owner agrees to construct a second access on lands owned by the City from West Street as a temporary access to connect with future municipal roads as part of Phase 1 development. The second access may be constructed to a rural standard to the City's satisfaction.
33. The owner agrees to upgrade the West Street road allowance from CKL Road 8 southerly to Front Street to the City's full urban serviced standard. This shall include upgrading the temporary subdivision entrance from West Street to the City's full urban serviced standard. These works are conditional as part

of Phase 2 development and shall be at the owner's expense. The requirements will be included in the Subdivision Agreement.

34. The owner agrees to route all construction traffic from West Street into the development. While the owner is not responsible for the urbanization of West Street until Phase 2, the City reserves the right to request the owner to provide a temporary asphalt upgrade should the roadway deteriorate due to construction traffic.
35. 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.
36. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, boulevard landscaping. The plan shall also demonstrate how on-street parking can be accommodated between street furniture and driveway locations.
37. The owner agrees in writing to satisfy all requirements, financial and otherwise of the City. This shall include, among other matters, the execution of a Subdivision Agreement concerning, but not limited to, the following:
 - a) that watermains and fire hydrants be approved by the Fire Chief and that the City of Kawartha Lakes Fire Department be satisfied with respect to street signage, fire breaks between structures under construction, and the disposal of construction material, among other things. The Subdivision Agreement shall incorporate all of the requirements of the Fire Department;
 - b) that the owner be required to construct, entirely at their expense, roadway and municipal services on West Street, abutting to the subdivision, necessary to provide access and services to the proposed subdivision; and,
 - c) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City.

SITE SERVICING

38. The Subdivision Agreement shall provide for the installation of a piped water supply system, sanitary sewage collection system, and stormwater management system to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the owner's expense and responsibility.
39. The Owner agrees that the water distribution system will be looped for the first 100 lots and further for the entire proposed development ensuring there are no dead end stubs on dead end streets, and further ensuring that there is a temporary easement over any water loop on lands owned by the Owner to the satisfaction of the City.
40. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
41. Prior to the signing of the final plan by the Director, the owner shall obtain a Certificate of Approval for the water works in accordance with Section 52 of the Ontario Water Resources Act.

STORMWATER MANAGEMENT

42. Prior to the signing of the final plan by the Director and any on-site grading or construction, a stormwater management report in accordance with the appropriate standards shall be submitted to the Kawartha Region Conservation Authority, Trent-Severn Waterway, and the City for their approval. The report shall include the following supporting detailed design information and shall not be limited to the following information:

- a) detail the pre and post development for all events up to and including the 100 year stormwater flows;
 - b) confirmation of a safe conveyance route and protected outlet downstream of the property that will accommodate the proposed release rate of the SWM facility;
 - c) detailed hydraulic analysis of the proposed outlet structure from the SWM facility, including outlet performance with the downstream sewer conveying full design flows for the major event; and,
 - d) confirmation that flows can be conveyed safely to the SWM facility within municipal right-of-ways.
43. Prior to the signing of the final plan by the Director, the Kawartha Region Conservation Authority, Trent-Severn Waterway, and the City shall be provided with a detailed erosion and siltation mitigation plan with measures to be used prior to, during and after construction and which includes detailed drawing of stream channelization to outlet to Sturgeon Lake, construction of the retention pond, and installation of erosion control measures. The said plan shall be complete to the satisfaction of these agencies. To reduce potential post construction slope failures and/or erosion effects, the sediment and erosion control plan should also include measures for revegetation of disturbed soils immediately following site disturbance in accordance with Section 8.5 and 8.8 of the Final Environmental Impact Study, prepared by Oakridge Environmental Ltd. and dated October 6, 2010, ORE Project No. 09-1258.
44. The Subdivision Agreement shall contain a provision acceptable to the Kawartha Region Conservation Authority, Trent-Severn Waterway, and the City that the owner agrees to implement the works referred to in the stormwater management report and the erosion and sedimentation control plan prior to any on-site grading or construction and/or the issuance of building permits.
45. Prior to the signing of the final plan by the Director and any on-site grading or construction, the Kawartha Region Conservation Authority, Trent-Severn Waterway, and the City shall receive, review and approve reports describing:
- a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with accepted practices;
 - b) the anticipated impact of the development on water quality, as it relates to fish and fish habitat once adequate protective measures have been taken;
 - c) the means whereby erosion and sedimentation and their effects will be minimized on the site both during and after construction;
 - d) supporting technical documentation should also be submitted which meets or exceeds standards in the Technical Guidelines Erosion and Sediment Control, February 1989, published by the Ministry of Natural Resources;
 - e) site soil conditions, including grain size distribution profiles; and
 - f) site grading plans.
46. The Subdivision Agreement contain the following provisions, in wording acceptable to the Kawartha Region Conservation Authority and the City, wherein the owner agrees:
- a) before commencing any grading or construction on any lot, to have prepared detailed reports, drawings and site plans acceptable to the City and the Kawartha Region Conservation Authority, which will show:
 - i) the location of all buildings and structures to be erected on the site and all final grades and vegetation; and,
 - ii) the means whereby storm drainage will be accommodated, and the means whereby erosion and siltation will be contained and minimized, both during and after the construction period.

- b) to carry out, or cause to be carried out, the works recommended in all reports submitted for approval by approval agencies;
 - c) to erect snow fencing or other suitable barriers prior to initiating any grading or construction on the site to prevent the unauthorized dumping of fill and to keep these barriers in place until all grading and construction on abutting lots and roadways has been completed to the satisfaction of both the City and the Kawartha Region Conservation Authority; and,
 - d) that the owner agrees to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the Kawartha Region Conservation Authority and the City.
47. The Owner agrees in writing to grade all lots in such a way as to limit the use of rear yard catchbasins and swales in favour of rear-to-front drainage.
48. The Owner agrees in writing that soak-away pits may be permitted and used in the subdivision provided that an engineered design solution is submitted in accordance with MOE criteria (Table 4.1 of Ministry of Environment Storm Water Management Planning and Design Manual) for soak-away pits to the satisfaction of the City, and that a qualified geotechnical engineer provides written confirmation that the soils and methods will work with the specific site condition.
49. The Owner agrees to provide vehicular access for maintenance purposes to the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.
50. The Owner agrees to provide sufficient sediment drying storage area within the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.
51. The Owner agrees to install fencing around the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.

EASEMENTS AND AGENCY SPECIFIC CONDITIONS

52. The Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
53. All easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
54. Satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
55. The owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
56. 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. If there any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
57. The owner is hereby advised that prior to commencing any work within the Plan, the owner 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 owner is hereby advised that the owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner 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).

58. Prior to the signing of the final plan by the Director, the owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
59. The owner shall enter into a Subdivision Servicing 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 these lands. 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 capacity expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
60. The Subdivision Agreement shall include wording to the satisfaction of Canada Post Corporation concerning the location of community mailboxes for the purposes of mail delivery.
61. The Subdivision Agreement shall contain provisions requiring the owner to provide for the following requirements of the Canada Post Corporation:
- a) Inform all prospective purchasers, through a clause in all Agreements of purchase and sale, as to those lots identified for potential Community Mailbox, mini-park and/or locations;
 - b) Provide, at the owner's expense, curb depressions at the Community Mailbox location 2 metres in width and no higher than 25 mm. Poured pad specifications as per municipal sidewalk requirements;
 - c) Provide, at the owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality;
 - d) Provide for appropriate signage identifying temporary community mailbox locations and that they may ultimately be moved to another location; and,
 - e) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, install at the owner's expense, a walkway across the boulevard. The walkway is to be 1.0 metres in width and constructed of a material suitable to the municipality (e.g. interlock, asphalt, concrete, etc.). In addition, the developer shall ensure, by forming or cutting the curb, that this walkway is handicapped accessible by providing a curb depression between the street and the walkway. This depression should be 1.0 metres wide and no higher than 25 mm.

BLASTING APPROVALS

62. The Owner shall provide a blasting report by a qualified Professional Engineer outlining the area subject to blasting for the construction of the proposed infrastructure as well as blasting techniques being employed for City approval. The report shall provide any necessary mitigation measures to ensure that adjacent wells and septic systems are not negatively impacted. The City reserves the right to have the blasting report peer reviewed by a qualified expert at the applicant's expense.
63. The owner shall employ a qualified blasting contractor prior to the commencement of any blasting activity on the subject lands.
64. Prior to the commencement of blasting activities on the subject lands, the owner shall provide written notice both to the City and all property owners within 200 metres of the Phase 1 development area.

ENVIRONMENTAL IMPACT CONDITIONS

65. The owner shall fully implement all recommendations and mitigation measures contained in Section 8.0 of the Final Environmental Impact Study, prepared by Oakridge Environmental Ltd. and dated October 6, 2010, ORE Project No. 09-1258. The recommendations shall be implemented through

the Subdivision Agreement and include, but are not limited to, the following items:

- a) construct the stormwater management facilities to remove all contaminants in accordance with MOE requirements;
 - b) develop the stormwater management ponds with a clay liner to prevent the impairment of the shallow groundwater table;
 - c) prepare a planting plan for approval by the Kawartha Region Conservation Authority and the City for the naturalization of the stormwater management ponds. Native plant species must be used for replanting purposes;
 - d) maintain a tree line between the development and existing lots fronting on Front Street where possible;
 - e) establish a 5 metre top-of-bank setback area between the streambed and the eastern stormwater management pond (P1) for rehabilitation with native tree and grass species;
 - f) retain a qualified environmental engineer/consultant to design a naturalized meandering swale between the western stormwater management pond (P2) and the wetland and control stormwater discharge at an even rate in accordance with this report;
 - g) design the stormwater management facilities to ensure that stormwater discharge does not erode the pond-outlet areas;
 - h) refrain from completing tree removal between May 1 to July 31 annually so as not to disturb on-site bird nesting activities;
 - i) prepare a construction staging plan outlining the placement of machinery areas, bulk fuel storage, and staging of soil stockpiles;
 - j) implement all monitoring programs outlined in the report; and,
 - k) remove the butternut trees in accordance with approved Ministry of Natural Resources Species at Risk removal protocol.
66. The owner shall submit written confirmation by a qualified Professional Engineer that all fill materials imported onto the subject lands shall fulfill all existing and future Ministry of Environment environmental regulations.

CLEARANCE CONDITIONS

67. That prior to the signing of the final plan by the Director, the owner will ensure that clearance letters from the appropriate authorities and City Departments have been submitted to the Planning Division so as to confirm how conditions 68 to 76 inclusive have been satisfied.
68. That prior to the signing of the final plan by the Director, the Planning Division shall confirm that conditions 1, 2, 7, 8, 14, 17, and 18 have been satisfied.
69. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how conditions 42 to 46 inclusive and 65 have been satisfied.
70. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Lakes Fire and Rescue Department indicating how condition 37 has been satisfied.
71. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Community Services Department indicating how conditions 19 to 26 inclusive have been satisfied.
72. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the City of Kawartha Lakes Public Works Department indicating how conditions 3 to 6 inclusive, 9

to 16 inclusive, 21, 26 to 53 inclusive, and 62 to 66 inclusive have been satisfied.

73. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Trent-Severn Waterway (Parks Canada) indicating how conditions 42 to 46 inclusive have been satisfied.
74. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 54 to 57 inclusive have been satisfied.
75. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 58 and 59 have been satisfied.
76. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 60 and 61 have been satisfied.

NOTES TO DRAFT PLAN APPROVAL of 16T-87002 (D05-19-006)

1. Clearance Letters

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

Juan Rojas
Manager of Engineering
Public Works Department
City of Kawartha Lakes
12 Peel Street
Lindsay, ON K9V 3L8
Tel: (705) 324-9411 ext. 1151
Fax: (705) 328-3122

Ron Taylor, Director
Development Services
Department
City of Kawartha Lakes
180 Kent Street West, 2nd Floor
Lindsay, ON K9V 2Y6
Tel: (705) 324-9411 ext. 1239
Fax: (705) 324-4027

John Bellman, Manager
Bell Canada
Right Of Way Control Centre
100 Borough Drive, Floor 5
Scarborough ON M1P 4W2

Diana (DeDe) Adamowicz
Delivery Planning Officer
Canada Post Corporation
41 Temperance Street, Suite 207
Bowmanville, ON L1C 3A0

Kevin Williams, Director
Community Services
Department
City of Kawartha Lakes
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Beth McEachern, Reality
Manager
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Waterway/National Historic Site
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2155 Ashburnham Dr., PO Box
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Gary Panter (Fenelon Falls)
Hydro One Networks Inc.
913 Crawford Drive,
Peterborough, ON K9J 3X1

Mark Majkowski
Kawartha Region Conservation
Authority
277 Kenrei Road, R.R. #1
Lindsay, ON K9V 4R1

Pat Twohey, Acting Fire Chief
Emergency Services Department
Kawartha Lakes Fire Rescue
Service
9 Cambridge Street North
Lindsay K9V 4C4
Tel: (705) 324-5731
Fax: (705) 878-3463

2. Conveyances and 0.3 m. Reserves

If land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.1 m. and be comprised of two (2) parts, the 19.8 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

3. Lands Required to be Registered under Land Titles Act

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

4. Ontario Water Resources Act

Inauguration, or extension of a piped water supply or a storm drainage system, is subject to the approval of the Ministry of the Environment under Sections 52 and 53 of the Ontario Water Resources Act, RSO 1990.

5. Water Supply and Sewage Disposal

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

6. Clearance of Conditions

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

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 ____ of Plan 57M-____ shall be used for stormwater management. In particular, Block ____ 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.

Commented [RP13]: To be confirmed

b) Warning – Sump Pump and Check Valves

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and check 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. 2019-184 as amended and Council Policy CP2019-005.

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 – Parkland and Recreation Area**
Specifics to the plan are to be inserted.

The Purchaser/Grantee acknowledges that he or she is aware that the Land within Block ____ of Plan 57M-____ is owned by the City for parkland, community and recreational facilities including, but not limited to, walkways, musical events, other active or passive recreational and community facilities and events. 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.

Commented [RP14]: To be confirmed.

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 Catch Basins and Swales**
Specifics to the plan are to be inserted.

The Owners of any Lot or Block which has a drainage swale or swales, a catch basin, 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 catch basins and/or associated storm sewer connections will exist on their Lot and will accept drainage from swales on adjacent Lots.

The Purchaser/Grantee of Lots ____ to ____, both inclusive, and Block ____ on Schedule "A-1" acknowledge that a rear yard catch basin and

Commented [RP15]: To be confirmed.

associated storm sewer connection will exist on his or her Lot.

h) **Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that 1.5 metre high black vinyl chain link fence is installed along the rear lot lines of Lots 29 to 31 inclusive, north side yard of Lots 31, the north and south sides of Block 70. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

The Purchaser/Grantee acknowledges that he or she is aware that a Privacy Fence shall be installed along the rear yards of Lots 1 to 28 inclusive, on Schedule A.

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

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

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

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

k) **Warning - Agricultural Land**

The Purchaser/Grantee of any Lot or Block acknowledges that he or she is aware of the existence of farming operations nearby and will not object, complain or seek legal action against such nuisances as noise and odour resulting from normal farming practices.

l) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located adjacent to the side yard of Lot 28 in accordance with the Composite Utility Plan.

- m) **Warning - Parking on Internal Streets**
The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.
- n) **Warning – Tree Preservation Zone**
Specifics to the plan are to be inserted and included on the landscape plan
- o) **Warning – Acoustic Barriers**
Specifics to the plan are to be inserted and included in the engineering design drawings and Schedule "D" engineering design cost estimate.
- p) **Warning – Hydrogeological Report**
Specifics to the plan are to be inserted and incorporated into the engineering design.
- q) **Warning – Streetlights**
Specifics to the plan are to be inserted if rural development is proposed with no streetlights.
- 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 of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.
- s) **Warning – Boulevard**
The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City's jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.

t) Warning - Municipal Ditches

The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) Warning – Good Housekeeping Practices

The Purchaser/Grantee of any Lot or Block is encouraged to positively impact water quality by minimizing any use of or application of lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

v) Warning – Noise By-Law

The Purchaser/Grantee of any Lot or Block is advised of By-Law 2019-124,, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) Warning Clause – Infiltration Trenches

The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots 1 to 28 inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by connecting the eavestrough roof leader as per the accepted engineering drawings provided by Candevcon Engineering. The connection to the infiltration trench is to remain as a permanent connection to ensure the functionality of the subdivision's overall Stormwater Management Plan. The Purchaser/Grantee acknowledges that surface ponding has been utilized as part of this design, including an emergency overflow to swales. The Purchaser/Grantee acknowledges they have received the report Soakaway Pit and Infiltration Operations and Maintenance Manual, prepared by Engineering, dated 2020, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

Commented [RP16]: Candevcon to provide

SCHEDULE "H"

COMPOSITE UTILITY PLAN

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

Commented [RP17]: Owner to complete and insert

SCHEDULE "I"

LETTER OF UNDERTAKING BY OWNER AND ENGINEER

Subdivision Agreement

Minimum Requirements Checklist:

City of Kawartha Lakes, Development Engineering

Date: Nov 4, 2020

Attn: Juan Rojas

Re: Contract Administration and Project Management for Rokeby Subdivision

This confirms that an agreement has been executed between:

Owner, THREE LAKES DEVELOPMENT INC. and Owner's Engineer, VELLORE ENGINEERING LTD.

In connection with the above Development and provides for the Owner's Engineer to undertake, directly or through sub-consultants, until assumption has been Issued by the City of Kawartha Lakes, to:

1. Review existing systems and design requirements, concepts and parameters with the City of Kawartha Lakes;
2. Arrange for topographic, pick-up and legal surveys and environmental, geotechnical, hydrogeological, or other studies that may be necessary for satisfactory design or as required by the City of Kawartha Lakes;
3. Submit conceptual designs, including all proposed erosion and sediment controls as required by the City of Kawartha Lakes and all applicable legislation;
4. Submit detailed design plans and specifications in accordance with the Municipal by-laws and the requirements of utility companies and government agencies and to the satisfaction of the City of Kawartha Lakes;
5. Provide cost estimates for all work and new/proposed works and periodic cost estimates of uncompleted work to the City of Kawartha Lakes for calculation of security retention;
6. Discuss the submissions under 3,4 and 5 with Municipal staff as required by the City of Kawartha Lakes;
7. Attend pre-construction meeting as required by the City of Kawartha Lakes;
8. Undertake contract administration services using qualified personnel during construction and the maintenance period including:
 - a. Interpretation of plans and specifications
 - b. Full time, resident inspection as required by the subdivision agreement to determine if the work substantially complies in all material respects with

We, the Owner and Owner's Engineer both acknowledge our separate responsibilities to each and to notify the City of Kawartha Lakes as soon as possible prior to, or, if that is not possible, within one working day, if the Owner's Engineer ceases to be retained for all of the duties described or is unable to carry them out.

I, the Owner's Engineer, will notify the City of Kawartha Lakes as possible prior to, or, if that is not possible, within one working day, of a decision or circumstance that results in a sub-consultant or other specialist ceasing to be retained on this project.

Name of Owner's Engineer: VELLORE ENGINEERING LTD.

Signature of Authorized Representative: 

Address: 15 VAS ROAD, VAUGHAN, ON, L4H 3B9



Engineer's seal

I/we, the Owner, understand that the Municipality will rely on the expertise of the Owner's Engineer in performing professional engineering services referred to in this commitment letter. I/we acknowledge that review and inspections by staff or others on behalf of the City of Kawartha Lakes do not relieve the Owner from complying with the requirements of any municipal by-laws or other relevant legislation.

Name of Owner: KAMRAN IQBAL

Signature of Authorized representative: 

Address: 221 HELEN AVE, MARKHAM, ON, L3R 1J7