

Conditions of Draft Plan Approval – Elm Bobcaygeon (2018) Inc.

Part A – Conditions

General Conditions

1. This approval applies to the draft plan of subdivision 16T-21502 prepared by D.M. Wills Associates Limited Project No. 1732, Drawing No. 1732 Draft Plan, dated March 28, 2022, which shows a total of 6 single detached lots, being Lots 18 to 23 inclusive, 18 semi-detached lots for 36 semi-detached units, being Lots 1 to 17 inclusive and Lot 24, 6 Blocks for 36 future townhouse lots, being Blocks 25 to 30 inclusive, Block 31 for a stormwater management pond, Blocks 32 and 33 for drainage purposes, Block 35 for a daylight triangle, and Blocks 34 and 36 for 0.3 m. reserves.
2. Prior to the signing of the final plan by the Director, 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.
3. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
4. 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.
5. The road allowances included in this draft plan shall be shown and dedicated as public highway.
6. The streets shall be named to the satisfaction of the City.
7. Civic addressing shall 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.
8. The Owner and the City shall agree in the Subdivision Agreement that:
 - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
 - b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.

- c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
9. The Subdivision Agreement shall confirm the Owner agrees to pay 75% of the Development Application Approval Processing (DAAP) fee as per By-Law 2007-132, as amended, upon the submission of the first detailed engineering design, and the remaining 25% paid prior to entering into the Subdivision Agreement based on the final approved cost estimate. The cost estimate will make up Schedule "D" of the Subdivision agreement, which shall be included in the first engineering submission.
10. The Subdivision Agreement shall confirm 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, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements, through an access provided to the development at Bick Street. External works completed on East Street North/CKL Road 49 shall be included in the Construction Management Plan. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the Construction Management Plan will be in force until assumption.
11. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement if applicable, and as per the City of Kawartha Lakes Council Policy CP2018-009, as amended.
12. The Subdivision Agreement shall confirm the Owner agrees, prior to offering any Blocks, Lots, dwellings, for sale, to display a map on the wall of the sales office and electronically available in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A-1" subdivision agreement engineering drawings available for review by all potential homeowners.
13. The Subdivision Agreement shall include reference to a Legal and Topographic survey, current to the existing conditions. The survey shall ensure the detailed design maintains and incorporates all boundary conditions. The existing grading shall remain undisturbed and vegetated for a minimum of 0.3 metres within the subdivision property limit.
14. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

Zoning

15. 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 has been approved and is in effect.

16. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Village of Bobcaygeon Zoning By-law 16-78.

New and Expanded Public Roads and Traffic

17. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, and road widenings, as shown on the draft M-Plan – Schedule “B” of the Subdivision Agreement. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
18. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at the Owner’s expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in compliance or conformance with all current provincial and municipal guidelines and standards.
19. The Subdivision Agreement shall confirm the Owner will design and construct, entirely at their expense and to the satisfaction of the City, the urbanizing of Bick Street, as per the City of Kawartha Lakes Standard drawings *20 metre Urban Local ROW Sidewalk on One Side*, from CKL Road 49 to the western limits of the proposed subdivision road, Lochlyn Court. In addition, the Subdivision Agreement shall confirm the Owner will design and construct, entirely at their expense and to the satisfaction of the City, the urbanizing of the west side of CKL Road 49 from the existing limit of the sidewalk on CKL Road 49 to the intersection with Bick Street.
20. The Subdivision Agreement shall confirm that the Owner will provide an overall traffic lane marking and signage plan to the City’s satisfaction, including any external improvements adjacent to the proposed subdivision approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner’s expense, included in the cost estimate, Schedule “D” specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
21. The Subdivision Agreement shall confirm that the Owner will provide a composite utility plan which will outline the proposed location of all of the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan, as Schedule “H” of the agreement.
22. The Subdivision Agreement shall confirm that the Owner will provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City, to be included in Schedule “A-1”.
23. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or

acoustical fencing, specifically to delineate all future and existing City owned blocks from private property. The detailed engineering design of the subdivision will be to the satisfaction of the City.

Site Servicing

24. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system in compliance or conformance with all current provincial and municipal guidelines and standards and to the satisfaction of the City. 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.
25. The Subdivision Agreement shall confirm that the Owner agrees to provide a water, sanitary, and storm service laterals, up to the property line of all existing and legal residential units on Bick Street at the Owner's expense and to the satisfaction of the City. The service laterals shall be secured and capped adequately to eliminate potential leaks and/or infiltration, until legally connected by the property owner.
26. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at their expense, the watermain extension on East Street North/CKL Road 49 from Taylor Street to the site through Bick Street, to provide two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes. All restoration will be the responsibility of the owner, to the satisfaction of the City.
27. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at their expense, the municipal storm sewer extension on East Street North/CKL Road 49, from Bick Street, and to the full extents as required by the engineering design and to the satisfaction of the City, to ensure adequate flow capacity and outlet conditions. All restoration shall be at the Owner's expense and responsibility, to the satisfaction of the City.
28. The Subdivision Agreement shall confirm that the Owner agrees to provide a revised design, rectify any outstanding deficiencies related to Plan 57M-805 Block 21, including but not limited to; decommissioning of redundant services, connection to sanitary stubs, grading and drainage, accessibility concerns, fencing, asphalt, lighting, etc. for construction at the Owner's expense, included in Schedule "D", and to the satisfaction of the City.
29. The Subdivision Agreement shall confirm that the Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
30. The Subdivision Agreement shall confirm that the Owner agrees that each of the approved lots will be connected to the City's municipal water, sanitary systems, and storm to the satisfaction of the City.
31. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Engineering and Corporate Assets for the water works in

accordance with the Safe Water Drinking Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism.

32. Prior to the signing of the final Plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA number(s).

Stormwater Management

33. The Subdivision Agreement shall confirm that the Owner will submit a Stormwater Management Facility Operations, Maintenance and Assumption Report, for the use of the Stormwater Management Facility throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
34. The Subdivision Agreement shall confirm that prior to final approval of the detailed engineering design and any pre-servicing or any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions. The report shall confirm on-site infiltration rates and stormwater management facility sizing requirements based on a comprehensive and field-verified review of the associated drainage area.
35. The Subdivision Agreement shall confirm that prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
36. The Subdivision Agreement shall confirm that prior to final approval and any grading taking place, the Owner shall submit a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management) for review. This assessment should achieve no net increase from pre-development levels.
37. The Subdivision Agreement shall confirm that prior to final approval and any grading taking place, the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the Kawartha Region Conservation Authority and the City and included in Schedule "A-1".
38. That, the Subdivision Agreement shall contain, among other matters, the following provisions:

- a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
- b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
- c) That, the Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.
- d) That, the Owner agrees that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the City.

Conveyance of Lands for Municipal Purposes

- 39. The street(s) to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
- 40. The Owner shall convey Block 31 to the City free and clear of encumbrances for a stormwater management pond.
- 41. The Owner shall convey Blocks 32 and 33 to the City free and clear of encumbrances for drainage purposes.
- 42. The Owner shall convey Block 35 to the City free and clear of encumbrances for a daylight triangle.
- 43. The Owner shall convey Blocks 34 and 36 to the City free and clear of encumbrances for 0.3 m reserves.

Parkland

- 44. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland for the single and semi-detached dwelling units and equivalent of 1 hectare per 300 dwelling units conveyance of parkland for the townhouse dwelling units. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

Easements and Agency Specific Conditions

45. The Owner shall provide such easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
46. The Owner shall make satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
47. The Owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
48. The Owner agrees that if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
49. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for the relocation of such facilities or easements.
50. 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).
51. The Owner agrees that 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.
52. The Owner agrees to 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 may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
- ~~53. The Owner agrees that the Subdivision Agreement contain a provision to ensure that the Owner grade all boulevards to final pre-soil subgrade elevation 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 Inc, if required.~~

~~54. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.~~

~~55-53.~~ The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the Composite Utility and Streetscaping Plans submitted to the City's Engineering and Corporate Assets Department.

~~56-54.~~ The Owner agrees in the Subdivision Agreement, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.

~~57-55.~~ The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.

~~58-56.~~ The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.

~~59-57.~~ The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

- a) Any required walkway across the boulevard, per municipal standards; and
- b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).

Special Conditions

~~60-58.~~ The requirements to be addressed in the Subdivision Agreement shall include 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; and
- b) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City.

~~61-59.~~ That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:

- a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
- b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
- c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
- d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
- e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
- f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
- g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Advisory Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

~~62-60.~~ The Owner will mitigate the effects of headlights from roads intersecting directly with existing residences either through road design and/or physical measures.

Clearance Conditions

~~63-61.~~ Prior to the signing of the final plan by the Director, the Owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.

~~64-62.~~ Prior to the signing of the final plan by the Director, the Development Services Department – Planning Division shall confirm that conditions 1 to 8 both inclusive, 15 and 16, 39 to 43 both inclusive, ~~45~~ and ~~6062~~ have been satisfied.

~~65-63.~~ Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Department shall confirm that conditions 9 to 14 both inclusive, and 17 to 38 both inclusive have been satisfied.

~~66-64.~~ Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Emergency Services Department indicating how condition ~~5860~~ has been satisfied.

~~67-65.~~ Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition ~~5964~~ has been satisfied.

~~68-66.~~ 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 34 to 38 both inclusive have been satisfied.

~~69-67.~~ 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 condition 44 has been satisfied.

~~70-68.~~ 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 46 to 50 both inclusive have been satisfied.

~~71-69.~~ 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 51 and 52 have been satisfied.

~~72. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how conditions 53 and 54 has been satisfied.~~

~~73-70.~~ 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 ~~5355~~ to ~~5759~~ both inclusive have been satisfied.

Part B – Lapsing Provision

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

Extensions to draft approval may be considered provided that existing technical reports remain applicable or updates are provided and the provisions of By-law 2016-065, as amended are met.

Any request for Draft Plan Approval extension shall include the City's required update to the draft plan including any supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

Notes to Draft Plan Approval of 16T-21502 (D05-2021-004)

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, Director
Engineering and Corporate Assets
Department
City of Kawartha Lakes
322 Kent Street West
Lindsay, ON K9V 5R8
Tel: 705.324.9411 ext. 1151
Fax: 705. 328.3122

Craig Shanks, Director
Community Services Department
City of Kawartha Lakes
50 Wolfe Street,
Lindsay, ON K9V 2J2
Tel: 705.324.9411 ext. 1307
Fax: 705.324.2051

Bryan Robinson, Director
Public Works Department
City of Kawartha Lakes
322 Kent Street West
Lindsay, ON K9V 5R8
Tel: 705.324.9411 ext. 1143
Fax: 705.328.3122

Terry Jones, Fire Chief
Emergency Services Department
Kawartha Lakes Fire Rescue
9 Cambridge Street North
Lindsay, ON K9V 4C4
Tel: 705.324.5731
Fax: 705.878.3463

Richard Holy, Director
Development Services Department
City of Kawartha Lakes
180 Kent Street West, 2nd Floor
Lindsay, ON K9V 2Y6
Tel: 705.324.9411 ext. 1246
Fax: 705.324.4027

Emma Collyer, Acting Director of
Planning, Development and
Engineering
Kawartha Conservation
277 Kenrei Road,
Lindsay, ON K9V 4R1
Tel: 705.328-2271
Fax: 705.328-2286

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

Hydro One Networks Inc.
45 Sarjeant Drive,
Barrie, ON L4M 5N5

Corey Craney-Twolan
Delivery Planning
Canada Post Corporation
P.O. Box 8037, Ottawa T CSC
Ottawa, ON K1G 3H6

~~Enbridge Gas Inc.
500 Consumers Road
North York, ON M2J 1P8~~

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 20.3 m. and be

comprised of two (2) parts, the 20.0 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. Sewage Works

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

5. Water Works

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

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.