

Document General

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Subdivision Agreement

Between

Owner/Developer

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and

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The Corporation of the City of Kawartha Lakes

NAME OF DEVELOPMENT

Commented [RP2]: Owner to insert

16T- XXXXX

Commented [CS3]: City Planning to insert

Dated as of , 2023

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2023.

BETWEEN:

Owner/Developer

Commented [CS4]: Owner to insert – City Planning to confirm ownership

~~(Hereinafter called the "OWNER")~~

~~OF THE~~ _____ Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

~~(Hereinafter called the "CITY")~~

~~OF THE~~ _____ Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described as _____, Geographic _____ (the "Development Lands"), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner's ~~granted~~ draft Plan of Subdivision in City File No. ~~Approval with Conditions~~ (File No. 16T-XXXX – D05-XXXX-XXX (the "Plan")), subject to conditions;

AND WHEREAS the Council approved draft Plan is as described in Schedule "A-2" to this Agreement;

Commented [CS5]: City Planning to confirm file numbers

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AND WHEREAS the Owner desires to develop the Development Lands in multiple phases, with the first phase to be developed to create _____ lots and _____ blocks, together with associated streets and parklands, to accommodate construction of _____ dwelling units and 1 new home sales office on a portion of the Development Lands ("Phase 1");

Commented [CS6]: Relevant for multiple phase subdivisions

AND WHEREAS the City has draft-approved the Plan on the condition, amongst others, that the Owner enter into a Subdivision Agreement with the City for each phase of the development to satisfy all requirements, including financial, legal, engineering and other requirements, to the satisfaction of the City;

AND WHEREAS the Owner is required to enter into this Agreement with the City prior to obtaining final approval for Phase 1 of the Plan;

AND WHEREAS subsection 51(25)(d) of the *Planning Act*, R.S.O. 1990, c.

P. 18, as amended ("Planning Act") provides the requisite authority for entering into such an agreement;

AND WHEREAS this Agreement applies to the lands described at **Schedule "A-3"**, and shown as Lots 1 to , both inclusive, and Blocks to , both inclusive, on Plan 57M- , (hereafter referred to as the "Lands");

AND WHEREAS Council has authorized the execution of this Agreement;

AND WHEREAS subsection 51(26) of the *Planning Act* provides that this Agreement may be registered on the title of the land to which it applies and that the City is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owner(s) of the Lands;

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, as further described herein, to serve the Lands 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, in consideration of the mutual covenants contained herein, and for 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 the other, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree as follows:

1.0 The recitals herein are true and accurate and form part of this Agreement.

1. 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 shown on Plan 57M- , City of Kawartha Lakes. More particularly, the Land is described as Lots , both inclusive, and Blocks , both inclusive, as shown on Plan 57M- , City of Kawartha Lakes.

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

Commented [CS7]: Lot numbering and block numbering to be inserted by the Owner/Owner's Development Team and to be confirmed by the City (Planning – draft M-Plan and Development Engineering – detailed engineering design drawings)

Commented [CS8]: Inserted at time of registration

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~~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:~~

1.1 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 [redacted] (##) 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 "Director"), the installation of all of the Public Services as shown on **Schedule "A-1"** and as further itemized in **Schedules "C" and "D"** to this Agreement (the "Public Services"). 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 engineering construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

Commented [RP9]: Owner to insert

Commented [CS10]: Length of time for installation of ALL Public Services to be confirmed by the Owner and Owner's Engineer pursuant to the engineering design.

(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. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision.

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 [redacted] (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 shall provide a reference letter

Commented [RP11]: Owner to insert

outlining relevant experience in municipal engineering design which will be kept on file with the City. 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 the Engineer's supervision and inspection. ~The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all of the Public Services may be provided. The Engineer shall continue to be retained by the Owner, until all requirements of this Agreement have been completed to the satisfaction of the Director, and until the Engineer ~~shall~~ confirms -and certifies, in a form acceptable to the Director, that the completion of the Public Services have been constructed in accordance conforms with the approved design and specifications.

Commented [RP12]: Owner and Engineer to provide, template on CKL website

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction associated with the of Public Services. ~~The~~If the Owner's Engineer shall provide fully qualified, experienced supervisory layout and inspection field staff to provide quality assurance of the construction of the Public Services. If the Owner's Engineer does not supervise the installation of the Public Services to the Director's satisfaction,~~satisfactorily,~~ the City may stop the construction.

c) CONTRACTORS

Any contractors employed by the Owner to complete the installation of any portion of the 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

The Owner acknowledges and accepts that the installation of any Public Service must be completed in accordance with the approved engineering design and all municipal, provincial, and federal guidelines and under the inspection of the Engineer.

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.1a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Lands 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.

The Owner and Engineer acknowledge that the time to place the top course asphalt shall be no longer than three years following the placement of the base asphalt. No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All deficiencies within the road right-of-way must be rectified and the stormwater management facilities will be restored to condition matching original design~~cleaned out and planted~~ prior to the issuance of the permission letter. 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 and use of roads and sidewalks is 'at your own risk'. ~~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 copy are required to be submitted to the City for Acceptance and Substantial Completion of the applicable Public Services and residential occupancy. The Owner will be responsible for executing all locates of Public Services ~~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 1.1h) 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 within the timeframe requested by the Director.

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 applicable Public Services. The City shall carry out inspections and shall advise the Engineer of any items of work requiring further rectifications.

Commented [CS13]: All applicable City departments

Construction of the Public Services shall not be deemed to be completed, and no occupancy of any unit shall be permitted, Prior to Acceptance, Substantial Completion, and Occupancy of any unit; until the Owner has filed 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 as per the City's template 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 Lands has been completed to provide the proper outlet for the major design storm, including completion of the functional 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

For municipal water and sanitary servicing deemed acceptable and substantially complete, all legislated maintenance is performed by the City's Public Works Department to ensure the protection for the residents at time of occupancy.

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 to confirm the installation and implementation of the

approved engineering design have been completed to the City's approved guidelines and all provincial and federal standards, and:

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- 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 complete the pay for the cost of installation of pavement markings;
- v) 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;
- vi) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii) to make all plant material replacements pursuant to the conditions of the maintenance period.

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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) 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 and as per the approved design are constructed, are landscaped, are operational, and are functioning;
- 2) a certificate from the Engineer stating that all water and sanitary servicing has been constructed in conformance with the approved engineering design and further that all water and sanitary servicing are operational and are functional;
- 1.3) a certificate from the Engineer confirming that the roads are constructed in conformance with the approved engineering design and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- 42) 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-

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established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;

- 53) 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;
- 6) 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;
- 75) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 86) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- 97) a listing of assets to be assumed by the City, in a format acceptable to the City; and
- 108) 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 Owner shall request that City Council 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 – INDEMNITY AND INSURANCE

i) INDEMNITY

The Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs and investigation expenses), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death, damage to or destruction of property as a result of, or in relation to any matter arising under this Agreement, the enforcement or non-enforcement of the Owner's obligations under this Agreement, the condition or state of repair of any and all of the works carried out in accordance with this Agreement, in consequence of any breach of any warranty, representation, term, obligation or covenant of the Owner contained in this Agreement, except for the negligence or wilful misconduct of the City.

The Owner hereby waives any right to and agrees that it will not commence or continue any claim, including but not limited to any Crossclaim or Third Party claim, for contribution and indemnity against the City its elected officials, officers, employees and agents in relation to any claim, demand, action or suit brought against the Owner by any person for injury, loss or damage arising from or in connection with, the enforcement or non-enforcement of this Agreement or any matter arising under this Agreement, including but not limited to any losses in relation to the design, installation, use, maintenance or repair by the Owner of the works and facilities contemplated in this Agreement, except for the negligence or wilful misconduct of the City.

This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner in accordance with this Agreement, and shall survive this Agreement.

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.

ii) INSURANCE

The Owner shall provide and maintain the following insurance coverage throughout the term of this Agreement and any renewal thereof:

- a) Commercial General Liability Insurance shall be in the name of the Owner with the Corporation of the City of Kawartha Lakes (herein after called the City) named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including

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- loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
- b) If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;
- c) "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- d) The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Five Million (\$5,000,000) dollars per occurrence.
- e) Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the Corporation of the City Kawartha Lakes as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- f) Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed at any one time in the performance of the work being completed;
- g) If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work;
- h) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

Upon execution of this Agreement and thereafter on an annual basis prior to each insurance policy renewal date, until certification of the facilities and works and

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release of the Securities held by the City pursuant to this Agreement, the Owner shall provide to the City a Certificate of Insurance as evidence of the above required insurance coverage. All policies shall be endorsed to provide the City with not less than thirty (30) Days' written notice of cancellation, material change or amendment restricting coverage. The Owner shall provide the City with a new Certificate of Insurance showing any changes or upon the renewal of coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City and if requested, the Owner shall provide the City with a certified copy of the applicable insurance policy and any endorsements. The Owner may be required to provide and maintain additional insurance coverage(s), which are related to this Agreement. All premiums and all applicable deductibles under the above required insurance policies are at the sole cost of the Owner. All policies shall apply as primary and not as excess of any insurance available to the City.

~~———— 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 shall not make an application for occupancy of any lots until,

- (a) all services and utilities that are required to service the building have been constructed, including, that 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

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the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application; for which said Building Permit applies:

1. _____

1.(b) _____

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, where applicable. 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;

(c) Phase 2 of the Plan as described herein at Schedule "A-3" has been registered on title;

(d) This Agreement has been registered on title;

(e) All necessary fire access routes have been constructed to the satisfaction of the City's Chief Fire Official; and,

(f) If applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study.

2.1 PHASING

a) The Owner specifically acknowledges that the Plan is as set out in Schedule "A-2" attached hereto and forming part of this Agreement. Should the Owner require, prior to final approval of the Plan, any revisions to the Plan, then the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement. Should the Owner request any amendments to the Conditions of Draft Approval, attached hereto as Schedule "F", the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement.

b) The Owner acknowledges and agrees that each Phase of development will be limited to generally not greater than 100 residential units, unless the Owner can justify, to the satisfaction of the City's Director of Development Services, market support above 100 units, and that any such support shall be provided in the form of a sworn affidavit from the Owner, together with such other supporting documentation that the Director of Development Services may require.

c) This Agreement addresses Phase _____ of the Plan.

d) Specifically with respect to Phase _____, the City acknowledges that the Owner has provided a sworn affidavit from _____, dated _____, confirming that there is market support to develop _____ dwelling units, as proposed. The City further acknowledges that the Director of

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Commented [CS14]: Phase number to be inserted by the City's Planning Division

Commented [CS15]: Owner to insert and City Planning Division to confirm

Development Services is satisfied this affidavit provides sufficient market support for Phase _____. Accordingly, Phase _____ shall consist of _____ lots and _____ townhouse blocks, _____ open space blocks and _____ 0.3m reserve blocks, as described at **Schedule “A-3”** hereto.

Commented [CS16]: Details of the specific plan to be inserted by the Owner's development team and to be confirmed by the City's Planning Division

e) The parties hereto acknowledge that this Agreement is intended to facilitate the final approval and tendering of registration of Phase _____ of the Plan only. The other phases of the Plan remain to be agreed upon between the parties. Each subsequent phase shall be subject to a Subdivision Agreement, consistent with the terms of this Agreement and the Conditions of Draft Approval.

2.2 SERVICING ALLOCATION

The Owner acknowledges and accepts that water capacity approvals are not guaranteed, until the securities and deposits required by this Agreement are received in full, and water capacities are not guaranteed for any particular block or lot until this Subdivision Agreement is registered on the Lands.

The Owner further acknowledges and agrees that servicing for subsequent phases cannot be guaranteed and that nothing in this Agreement requires the City to provide such services.

2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of Phase _____ of the Plan commence within one (1) year and that Phase _____ be completed within four (4) years of the date of this Agreement, unless otherwise agreed to by the City. If the proposed development governed by this Agreement is not commenced within one (1) year from the date that this Agreement is fully executed by both parties, the City may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement.

Commented [CS17]: Details to be confirmed by the City

1.3. 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 Phase _____ of the Plan of Subdivision.

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b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on **Schedule “A-3”** 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 any portion of the Lands that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of any portion of the Development LandsOwner'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) Prior to final approval and registration of Phase of the Plan, tThe 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 Lands 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.

de) The Owner shall submit lot grading and drainage plan(s) at the same time as, or prior to, submitting any and City AGREE that no Building Permit application will be issued for any Lot or Block within Phase . unless a site and Lot Grading Plan has been submitted in conjunction with the corresponding Building Permit application. The site and Such Lot Grading and Drainage 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;

- ~~1-vii)~~ the proposed location of water, sanitary and storm servicing;
- ~~1-viii)~~ the proposed driveway location and maximum width; and
- ~~1-ix)~~ all other requirements outlined in the City’s Lot Grading and Drainage Guidelines.

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Such ~~lot grading and drainage plans~~~~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 ~~lot grading and drainage plan~~~~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 ~~and Drainage~~ Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading ~~and Drainage~~ Plan and issue a Certificate in accordance with Section 5.~~de~~).
- 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.

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~~1-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.

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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 ~~Development said~~-Land~~s~~ on the basis and in accordance with assessment and collector’s roll entries until such time as the Land~~s~~ herein being developed have~~s~~ 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 Development Lands. Such payments are to be made by the Owner prior to registration of this Agreement.

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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 in this Agreement, or if the Owner:

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- i) is not diligently completing the Public Services within the specified time, and/or;
- ii) fails to provide the annual update to the City, including the construction management plan, communication plan, and confirmation of securities, and/or;
- iii) neglects or abandons the Public Services prior to completion, and/or;
- iv) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
- v) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
- vi) is not constructing the Public Services in compliance with the Director's approved drawings and conditions, and/or;
- vii) 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 Solicitor 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 Development Lands, or, the Lands, as deemed appropriate by the City.

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 ~~to for~~ in the amount of 100% required by the City (hereinafter referred to as “Security”) 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. The amount identified as Security to be posted by the Owner in **Schedule “D”** reflects an agreement by the City to allow the Owner to post a reduced amount without releasing the Owner of its obligations hereunder to be fully responsible for all costs and obligations.
- 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 1.1 f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- ~~e)i)~~ The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include applicable H.S.T.;
- ~~e)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;
- ~~f)iii)~~ Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
- ~~g)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

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permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and

- 4-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%);
- 4-iv) The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to **Schedule “D”**; and
- 4-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

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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 ~~4.5~~^{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 M-Plan for Phase _____. 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 Phase _____, 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:

Commented [CS19]: As per PAC2022-065 – 2023 rate

2023 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						
	Health and Social					
	Airport					
	By-Law Enforcement					
	Parking					
	Parks and Recreation					
	Library					
	Administration Studies					
	Fire					
	Paramedic					
	Police					
	Transit					
	Waste Diversion					
	Roads and Related					
	Water Treatment					
	Water Distribution					
	Wastewater Treatment					
	Wastewater Collection					
Total Development Charges Owed to the City by the Owner, if payable as at the date that this Agreement is entered into by the parties. Actual amounts may vary based on date payment due.						

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 within the Phase __ development 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 within the Phase __ development are due upon and as condition of, issuance of a permit for **Occupancy** of the same, by the Chief Building Official, rather than at the time of the issuance of a building permit, subject to the following conditions:

- 4-(i) On the 3rd anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;
- 4-(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;
- 4-(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;
- 4-(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;
- 4-(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;
- 4-(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;
- 4-(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;
- 4-(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

Commented [CS20]: Phase numbering to be inserted by the Owner and confirmed by the City's Planning Division

Commented [CS21]: Owner and City to confirm any deferral request

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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

4-(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 _____
Address: _____
Phone: _____
Email: _____

Commented [CS22]: Owner to insert

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

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

11. NOTIFICATION OF SERVICES

The Owner AGREES to notify, or cause to be notified, each and every purchaser of a Lot or Block within Phase ___ of the Plan 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 within Phase ___ of the Plan shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and Schedule ‘G’.

12. HYDROGEOLOGICAL REPORT

Details of the report to be inserted by the Owner’s Engineer

13. EMERGENCY ACCESS ROUTE / WALKWAY

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

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall only be from_____.
The 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.

15. ZONING

The Owner AGREES that the Lands shown on **Schedule "A"** hereto shall be governed by the provisions of File D06-xx-xxx and Zoning By-Law 201x-xxx, as amended which provides the following zoning:

Commented [RP23]: City Planning to insert

LOT OR BLOCK	ZONE

16. CONSTRUCTION & SOIL USE

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

a) That all streets abutting on the Lands to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan and/or Phase 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 Lands in the said Plan and/or Phase 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 condition assessment of all streets abutting the Lands to be developed to establish the condition of the streets prior to any construction. The condition assessment 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 and at the sole cost of the Owner shall form the basis of comparison.

Commented [CS24]: Phase numbering to be inserted by City's Planning Division

Commented [CS25]: We need this to be a draft plan condition for implementation.

b) That all topsoil relocated on moved from the Lands, 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. If topsoil is required from offsite, the Owner is entirely responsible for compliance with the Excess Soil Guidelines of Ontario Regulation 406/19 to the Environmental Protection Act.

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

(a) The Owner shall register, at its expense, the M-Plan described at Schedule "A-3" hereto on title to the Development Lands within thirty (30) days of final approval of Phase ___ being provided to the Owner by the Director of Development Services.

(b) The Owner shall supply a "mylar" copy of Registered Plan of Subdivision, being Phase ___, to the Director immediately following registration.

18. UTILITY COORDINATION

The Owner AGREES to coordinate the design for the installation of utility plans within Phase ___ of 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 Phase ___, 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.

Commented [CS26]: Planning to confirm with draft plan condition(s)

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 Building 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 Phase of 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. **TREE MANAGEMENT AND STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

- a) design the subdivision street layout after having regard to the preservation of the maximum number of mature trees on the property;
- ~~1-0b)~~ install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- ~~2-0c)~~ commit to best efforts to ensure all trees are planted within the landscape architect recommended planting season and to be planted prior to surface asphalt placement;
- ~~3-0d)~~ provide security in an amount shown in **Schedule "D"** to the City to ensure compliance with the street tree planting requirements for this Agreement;
- ~~4-0e)~~ plant trees having a minimum caliper of sixty millimeters (60mm);
and
- ~~f)~~ coordinate the approved landscape plan with the approved utility plan;
- ~~5-0-~~
- ~~6-0g)~~ Maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

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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.

Commented [CS27]: City Planning and Building Divisions to confirm requirements, applicability, zoning/etc.

Commented [RP28]: Owner/Engineer to insert

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, 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:

- 1-i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
- 2-ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
- 3-iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
- 4-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
- 5-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 AND
PETEREBOROUGH, VICTORIA, NORTHUMBERLAND AND CLARINGTON
CATHOLIC 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 within Phase of the Plan 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 within Phase of the Plan this

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[Subdivision](#) will meet the school bus on roads now in existence or at another designated place convenient to the [Trillium Lakelands District School Board and the Peterborough, Victoria, Northumberland and Clarington Catholic 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 with respect to fire breaks, 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

Commented [CS29]: For City Fire Service review – in conjunction with draft plan conditions

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. BELL CANADA REQUIREMENTS

- a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving Phase of the 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 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 Phase of the proposed Plan of Subdivision;

Commented [RP30]: Owner to confirm telecommunications

Commented [CS31]: City Planning Division to confirm with draft plan condition(s)

Commented [CS32]: To be confirmed with the draft plan conditions with the relevant conservation authority and City Development Engineering

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- ii) ii) —the anticipated impact of the Plan-of Subdivision on water quality, water balance, -and phosphorus control, as it relates to the receiving water body;
- 2-iii) the means by which the stormwater management design for the Plan of Subdivision-mitigates impacts to the downstream fish and fish habitat once adequate protective measures have been taken;
- iv)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;
- vi) 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 _____ Conservation Authority and the City.

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

29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER
Specific requirements as applicable to the plan are to be inserted.

b) UPGRADES TO EXISTING SANITARY SEWER
Specific requirements as applicable to the plan are to be inserted.

30. OTHER UPGRADES
Specific requirements as applicable to the plan are to be inserted.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU
The Owner AGREES that Blocks _____ of Plan 57M-_____ are to be dedicated to the City as parkland and that the development of the parkland is to the satisfaction of the Community Services Department of the City. The development standards for the conveyance development of the parkland are included in Schedule "C", Section 11 of this Agreement.

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

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Commented [RP35]: Owner/Engineer to insert

Commented [RP36]: Owner/Engineer to insert

Commented [RP37]: City Planning, Owner/Engineer to insert and confirmed with City Parks and Recreation

cash-in-lieu payment. Said amount is ____ (\$***,***.***) based on the appraisal of the entire draft approved plan dated _____.

Commented [CS38]: City Planning to insert specifics

32. SCHEDULES

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

- Schedule "A" – Description of Development Lands (attached)
- Schedule "A-1" – Engineering Drawings (Complete Set & Electronic CD)
To be on file with the City of Kawartha Lakes
- Schedule "A-2" - Draft Plan of Subdivision
- Schedule "A-3" - Draft M-Plan for Phase Lands
- 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)

Commented [RP39]: Owner/Engineer to provide and insert

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 Phase of the Plan of Subdivision as a condition of the approval under Section 51 of the Planning Act; and
- 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

Commented [CS40]: City Planning to confirm with draft plan conditions

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

2023-xx-xx-16T-XXXXX Draft Subdivision Agreement

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.

Commented [RP41]: Owner/Engineer to confirm and insert

37. MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES AND FORESTRY REQUIREMENTS

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

Commented [RP42]: Owner/Engineer to confirm and insert

38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment, Conservation and Parks Consolidated Linear Infrastructure Environmental Compliance Approvals, as amended for the development: _____, issued _____ as amended, for the sewers and stormwater management facilities.

Commented [RP43]: Owner/Engineer to insert

- a) Municipal Sewage Collection System (Sanitary): 141-W601
- b) Stormwater Management System (including storm sewers): 141-S701
- c) Drinking Water Works Permit: 141-220

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39. OTHER APPROVING AGENCY

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

Commented [CS44]: Owner/Engineer/City to confirm

40. SUBORDINATION

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

410. 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.

421. REGISTRATION OF AGREEMENT

a) The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of Phase within ten (10) days of registration of Phase .

Commented [CS45]: Phase numbering and/or plan must be confirmed by the City

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.

b) 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*.

cb) In the event that the Plan of Subdivision has not been registered within thirty (30) days one (1) year from the date that final approval of Phase is granted, of this Agreement, the City may, at the option of the Director, its option, on one (1) month's notice to the Owner, declare this Agreement to be null and void. Upon expiration of the notice period, whereupon the Owner declares that he or she will not register the Plan of Subdivision or make any improvements upon the Lands and the proposed Plan of Subdivision until a new Agreement has been executed by the parties.

432. SUCCESSOR OWNERS

Commented [CS46]: To be confirmed with Legal Services

a) 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 in title or permitted 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. Where the property is transferred prior to assumption, the Agreement is binding upon those successive owners as successors in title to the signatory.

b) IT IS DECLARED AND AGREED that, where the Lands are transferred prior to release of securities, that the City may continue to hold those securities as securing the commitments under this agreement of the new/current property Owner(s). At the time of release of securities, the City will release the security to the Owners (excepting to those owners of individual lots and blocks who did not act as developer/owner) that completed the obligations under the Agreement. The signatory to this Agreement, or any successors in title, who are not reimbursed the monies they deposited have no claim against the City for return of the security and will make their action directly against the recipient of the

[funds. If such claim is brought, this provision will be a complete bar to that action, and the City will be entitled to recover 100% of its costs in enforcing this provision of the Agreement.](#)

[c\) IT IS DECLARED AND AGREED that, where the Lands are transferred to a subsequent developer/owner prior to assumption, the documents referenced in this Agreement become the property of the current Owner.](#)

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

[Doug Elmslie](#)~~Andy Letham~~, MAYOR _____ Date _____

Cathie Ritchie, CITY CLERK _____ Date _____

Owner's Name: _____ Date _____
Title: _____
I have the authority to bind the Corporation.

Commented [RP47]: Owner to confirm signing authority and insert

SCHEDULE “A”

DESCRIPTION of the LAND

Legal description of the Land shall be inserted.

Subdivision File No.: 16T-

Name of Subdivision:

Legal Description:

The Land affected by this Agreement is legally described as _____ now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots _____ both inclusive, and Blocks _____, both inclusive, as shown on Plan 57M _____, City of Kawartha Lakes.

Commented [RP48]: Owner to confirm and insert

Commented [CS49]: Planning and Legal to confirm

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.

Engineer, Drawing Titles and Numbers, and Dates to be inserted.

- Drawing No. _____: General Notes
- Drawing No. _____: General Above and Underground Services
- Drawing No. _____: Grading Control Plan
- Drawing No. _____: General Removals Plan
- Drawing No. _____: Storm Sewer Drainage Area Plan
- Drawing No. _____: Sanitary Sewer Drainage Area Plan
- Drawing No. _____: Details
- Drawing No. _____: Standard Details – OPSD
- Drawing No. _____: Plan and Profile – Street 'A'
- Drawing No. _____: Plan and Profile – Storm Easement
- Drawing No. _____: Plan and Profile – Street 'B'
- Drawing No. _____: Erosion and Sediment Control Plan
- Drawing No. _____: Erosion and Sediment Control Details
- Drawing No. _____: Construction Management Plan
- Drawing No. _____: Landscape & Streetscape Plans
- Drawing No. _____: Composite Utility Plan
- Drawing No. _____: Signage and Pavement Marking Plan
- Drawing No. _____: Landscape Plan
- Drawing No. _____: Landscape Plan Details

Commented [RP50]: Owner's Engineer to insert

SCHEDULE "A-2"

DRAFT PLAN OF SUBDIVISION

Commented [CS51]: All information to be inserted by the Owner's Planner and confirmed by the City's Planning Division
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Subdivision File No.: 16T-
Name of Subdivision:

The Draft Plan consists of ### residential Lots and Blocks, permitting a total of ### residential units (### single detached and ### townhouse units), together with the following non-residential components:

- 1. Park Block(s);
- 2. Open Space Block(s);
- 3. Stormwater Management Facility Block(s);
- 4. Commercial Block(s);
- 5. Institutional Block(s);
- 6. Servicing Block(s);
- 7. Road Widening Block(s); and,

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Commented [CS52]: Insert numbers as applicable – Owner's Planner to be confirmed by City Planning Division
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an area comprising ha designated for future roads to be constructed in 20.0 m and 26.0 m rights of way.

The Draft Plan, which was prepared by, dated, may be viewed at:

City of Kawartha Lakes
City Clerk's Office
26 Francis Street
Lindsay, Ontario
K9V 4R5

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SCHEDULE "A-3"

DRAFT M-PLAN FOR PHASE #

The Draft M-Plan comprises part of PIN _____ (LT), being Part of (*insert legal description, Geographic _____*, City of Kawartha Lakes).

The Draft M-Plan consists of ### residential Lots and Blocks, which include residential and non-residential components, including as follows:

- 1. Residential blocks shown as Blocks ## to ##, both inclusive;
- 2. *Insert all street names;*
Insert details, additional blocks, etc. here

The Draft M-Plan, which was prepared by _____, dated _____, and bears reference number _____ may be viewed at:

City of Kawartha Lakes
City Clerk's Office
26 Francis Street
Lindsay, Ontario,
K9V 4R5

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SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

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

Commented [RP53]: Owner/Engineer to insert if applicable

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, _____ shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

Commented [RP54]: Planning, Owner/Engineer to insert

4. 0.3 METRE RESERVES

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

Commented [RP55]: Owner/Engineer to insert

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility(ies) for the Plan of Subdivision on Block(s) _____ of Plan 57M-_____ and shall convey Blocks _____ each for construction and placement of a stormwater management pond and sediment drying areas, and Blocks _____ for access and drainage to the stormwater management ponds of Plan 57M-_____ to the City.

Commented [RP56]: Owner/Engineer to insert

6. PARKLAND

The Owner shall convey Blocks _____ of Plan 57M-_____ to the City for parkland.

Commented [RP57]: Owner/Engineer to insert

7. LAND FOR WALKWAYS, MUNICIPAL SERVICING INFRASTRUCTURE

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The Owner shall convey Blocks ### and ### of Plan 57M-_____ to the City for the purpose of a walkway with a 3.0 metre wide multi-use path. Block ### shall also contain _____ infrastructure to subsequent Phase.(insert specific details, as applicable).

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 and the City of Kawartha Lakes Engineering and Corporate Assets Department 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

Subgrade and boulevard material to be compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), subgrade material to be proof rolled and approved by geotechnical engineering prior to placing Granular "B" road base material. 95% standard proctor density;

iv) Minimum of 300mm Granular "B" Type I or II compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD); 300mm minimum compacted depth of Granular "B", Type II;

v) Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD); 150mm minimum compacted depth of crushed gravel, Granular "A";

vi) Subdrains shall be 100mm diameter perforated corrugated plastic pipe with filter cloth and to be installed in a separated 300mm x 300mm trench below subgrade with a minimum 50mm Granular "A" bedding and Granular "A" backfill.

vii) Boulevards

4-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

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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.MUNI –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:

1.i) Concrete barrier curb shall be constructed in accordance with OPSS 600.040 as determined by the City.

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1.ii) Curb and gutter terminations shall be constructed in accordance with the OPSS 608.010.

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1.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.

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1.iv) Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

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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 shall be designed in accordance with current design guidelines of the Ministry of the Environment, Conservation and Parks and the Engineering and Corporate Assets Department.

2b) 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.

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cb) 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. Polyvinyl Chloride Pipe (PVC) in accordance with OPSS.MUNI 1841 and shall be PVC SDR 28 or 35.~~

- 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 Pipe in accordance with OPSS.MUNI 1842~~meeting the requirements of A.S.T.M. designation D1248.~~

~~de) Unless otherwise specified, PVC sewer pipe shall be laid in a Class "PB" bedding consisting of approved Granular "A" crushed granular material compacted mechanically to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material shall be 19mm Type 1 Clear Stone. under the pipe and alongside the pipe up to the spring line of the pipe shall be open graded 19mm crushed rock.~~

ed) 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 Ministry of the Environment, Conservation and Parks and Municipal Works Engineering 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 Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. Where

~~conditions warrant, the bedding material plus surround to spring line of pipe shall be 19mm Type 1 Clear Stone. 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 _____ Conservation Authority, [Ministry of the Environment, Conservation and Parks, Ministry of Transportation, and Ministry of Northern Development, Mining, Natural Resources, and Forestry, as applicable.](#)

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 ~~1920~~100mm 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: ~~100mm P-V-C SDR 28 pipe green in colour shall be used for sanitary sewer service connections unless otherwise specified on approved design drawings. 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.~~

~~Service ConnectionsSaddles: All service connections shall be made using an approved manufactured tee.—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.

6-vi) 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 springflow line by means of a ~~water-tight saddle or a~~ manufactured, prefabricated tee and long sweeping 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 bedding shall ~~be bedded in and~~ consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. ~~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: 150mm PVC SDR 28 pipe white in colour shall be used for storm sewer service connections unless otherwise specified on approved design drawings 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.

Service Connections Saddles:—All service connections shall be made using an approved manufactured tee. For storm sewer mains larger than 450mm diameter an approved saddle may be used with

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~~written approval of the Director. 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

Sump Pits and Pumps: ~~Where gravity drainage is not practical, a~~All dwellings constructed in the Plan of Subdivision shall be equipped with a sump ~~pit with an automatic~~ pump for foundation drainage ~~as per Ontario Building Code 9.14.5.2.-~~ Shop drawings of the ~~automatic~~ sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City.

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 ~~spring 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. ~~Sewer service pipe bedding shall consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. 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 ~~sump pit system~~~~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.

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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 by the Owner's Engineer.

Commented [RP58]: Engineer to insert if applicable

11. Parkland

The Owner shall convey Block(s) _____ of Plan 57M-____ to the City as parkland. The parkland will be ~~conveyed by the in the~~ Owner to the ~~City in accordance with any approved specifications design and specifications~~ outlined in the engineering design drawings and the landscape plans for the subdivision ~~(e.g. fenced, grassed, seeded, etc.). and as approved by the City.~~

Commented [RP59]: City Planning, Owner/Engineer to confirm and insert

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

12. Buffering and Fencing Requirements

Specifics related to the plan must be inserted by the Owner's Engineer and referenced in the engineering design drawings.

Commented [RP60]: Engineer to insert

13. Walkway

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

Commented [RP61]: Engineer to insert

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.

Commented [CS62]: To be confirmed with Planning Division and Draft Plan Conditions

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:

- 1. Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD). Granular "A" — 150mm (minimum)
- 2. Minimum of 50mm compacted depth of HL 3 or HL 3A Surface Hot Mix Asphalt, H.L. 3 or H.L. 3A — 50mm compacted depth (minimum).

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Dropped curb ~~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.

There shall be no encroachment within the boulevards of any above ground or below ground private infrastructure.

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. Approved Engineering Drawings ~~Construction Plans~~

All Public Services required under this Agreement shall be constructed in strict accordance with Detailed Design Engineering Drawings ~~Construction Plans~~ approved by the Director and executed by the City. 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. Construction Management Plan

The Engineer of Record shall be responsible for the preparation of the Construction Management Plan outlining all timelines, communications, specifications, sediment and erosion control inspections and maintenance, contractor activities, stormwater management facility inspections and maintenance, and so forth in accordance with the City approved Construction Management Plan Requirements and specific to the detailed engineering design of the subdivision. Further, the Engineer will be responsible for providing monthly updates of the report to the City throughout the entire undertaking of the development until final assumption.

210. Camera Inspection of Sewers

All sewers shall be video inspected in accordance with the requirements of OPSS.MUNI— 409 by a qualified pipeline inspection company approved by the Director. The qualified pipeline inspection company’s written report, including the photographs and/or videos shall be reviewed by the Owner’s –Engineer of Record for the purpose of developing a proposed corrective action plans for all observed defects or deficiencies with the sewer installation. The Engineer of Record shall submit a written report which shall identify each deficiency, the locations of each deficiency, a photograph of each deficiency and recommended corrective measure for each deficiency to the Director for review and approval prior to commencement of the corrective measures . The Engineer of Record’s written report shall be accompanied by the qualified pipeline inspection company’s written report, including photographs and videos.. 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 acceptance assumption of the sewers by the City.

221. 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-xxxxx	Address

Commented [RP63]: City Planning to insert

265. 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.

276. Maintenance, Closing and Use of External Roads

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

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

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

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

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

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

SCHEDULE "D"
SUMMARY OF ESTIMATED COSTS
Insert signed and stamped Cost Estimate spreadsheet

Commented [RP64]: Owner's Engineer to insert as per CKL template, final to be signed and stamped

DRAFT

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 3.74.5% 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, Consolidated By-Law 2016-209, as updated, the fee is \$. The initial payment of \$, which was comprised of 75% of the fee based on the estimated construction value of \$ per unit, was submitted on . Therefore the remainder fee owed is \$.

Commented [CS65]: For 2023 as per PAC 2022-065

Commented [RP66]: To be confirmed by final Cost Estimate prepared by Owner's Engineer

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.**

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SCHEDULE "F"

CONDITIONS OF DRAFT PLAN APPROVAL

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

The specific conditions for the plan shall be inserted.

Commented [RP67]: City Planning Division to insert

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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:

i)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 extremely dangerous to unattended children or to other persons not adequately supervised. Ice formed within a stormwater management pond is extremely unstable and extremely dangerous. Recreational use and activities (i.e. skating, swimming, fishing, walking, etc.) are prohibited.

ii)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 and Septic 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:

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

a-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 Charges Assistance Policy.

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.

b-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 future 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.

c-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.

d-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

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Commented [CS71]: Owner/Engineer to insert

swales cannot be altered save and except at the direction of the City. The Purchasers/Grantees 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 [these connections](#) 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 associated storm sewer connection will exist on his or her Lot.

Commented [RP72]: Owner's Engineer to insert

e-h) Notice – Fencing

Specifics to the plan are to be inserted.

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots _____, both inclusive, an [acoustic fence](#) shall be installed and a [black vinyl chain link fence](#) shall be installed _____ inclusive on Schedule "A". The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

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Commented [RP73]: Owner's Engineer to insert for all proposed fencing types

i) Warning - Assumption of [Municipal Public Services](#)

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the [Public Services as shown on Schedule "A-1" and as further itemized in Schedules "C" and "D" of the Subdivision Agreement](#) ~~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 [Public Services as shown on Schedule "A-1" and as further itemized in Schedules "C" and "D" of the Subdivision Agreement](#) [Public Services](#) ~~Municipal Works~~ that would otherwise be the responsibility of the City.

Commented [JR74]: Public Services?

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 [the Maintenance stage an Occupancy Inspection](#) has been ~~initiated-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 [redacted], in accordance with the Composite Utility Plan.

Commented [RP75]: Owner's Engineer to insert from CUP

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.

Commented [CS76]: Planning Division to confirm any additional wording required to support on street parking

n) **Warning – Tree Preservation Zone**

Specifics to the plan are to be inserted and included on the landscape plan.

Commented [CS77]: Owner's Professional to insert

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.

Commented [RP78]: Owner's Engineer to insert

p) **Warning – Hydrogeological Report**

Specifics to the plan are to be inserted and incorporated into the engineering design.

Commented [RP79]: Owner's Engineer to insert

1-q) **Warning – Streetlights**

Specifics to the plan are to be inserted, if rural development is proposed with no streetlights.

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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.

1-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

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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. [Any encroachment in the boulevard may lead to delays in assumption of the municipal services.](#)

1.t) Warning - Municipal Ditches
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

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1.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.

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1.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.

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1.w) Warning Clause – Infiltration Trenches
The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots ____ to ____, both 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 _____. 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 2021, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

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Commented [RP81]: Owner's Engineer to insert specific clauses for LID features

SCHEDULE "H"

COMPOSITE UTILITY PLAN

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

Commented [RP82]: Owner's Engineer to insert

DRAFT

SCHEDULE "I"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

Commented [RP83]: Owner and Engineer to insert, as per CKL template on website

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