

Development Agreement

Between

2223256 Ontario Ltd.

and

The Corporation of the City of Kawartha Lakes

RIVERSIDE HEIGHTS / IRIS GROVE
Registered Plans 626, 627

Dated as of _____, 2024

CITY OF KAWARTHA LAKES
DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2024.

BETWEEN:

2223256 ONTARIO LTD.

(“OWNER”)

Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(“CITY”)

Party of the SECOND PART

WHEREAS the Minister of Planning and Development (now City of Kawartha Lakes) granted Draft Plan Approval with Conditions (File No. D05-19-009/009 - 16T-88011) 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.

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands in the City of Kawartha Lakes as legally described as Lots 1 to 27, Plan 627 and Lots 48 to 81, 86 and 87 on Plan 626, Geographic Village of Bobcaygeon, City of Kawartha Lakes in Schedule “A” attached hereto (the “**Development Lands**” or “**Lands**”);

AND WHEREAS the Owner desires to develop the Development Lands (the “**Development**”). The Development will be comprised of a total 61 residential dwelling units (each, a “**Unit**”) including 2 new home sales offices/model homes to be constructed on a portion of the Development Lands;

AND WHEREAS the City has draft-approved the Development on the condition, amongst others, that the Owner enter into a Development Agreement with the City to satisfy all requirements, including financial, legal, engineering and other requirements, to the satisfaction of the City, acting reasonably;

AND WHEREAS the Owner is required to enter into this Agreement with the City prior to obtaining final approval for the Development;

AND WHEREAS Council has authorized the execution of this Agreement;

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.

1.1 PUBLIC SERVICES

a) SERVICING

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within forty-eight (48) months after the date of execution of this Agreement, subject to unavoidable delay and pursuant to written notification to the Director of Engineering and Corporate Assets (the "**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 shall be constructed in strict accordance with the plans and specifications approved by the Director, or his or her designate or equivalent. A paper copy and electronic copy (AutoCAD and pdf) of the approved engineering plans (the "**Approved Engineering Plans**") shall have been deposited with the Director prior to the execution of this Agreement by the City.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for 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 Development.

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 **Politis Engineering Ltd.** (the "**Engineer**"), and the Owner shall not retain the services of

another engineering firm or change firms without the prior written consent of the Director. The Engineer shall provide a reference letter 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 "F"** 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 confirms and certifies, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the Approved Engineering Plans.

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction associated with the Public Services. 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, 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 Plans 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 prior to the issuance of the permission letter. All roads under construction within the Development 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, 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.

Construction of the Public Services shall not be deemed to be completed, and no occupancy of any Unit shall be permitted, until the Owner has filed with the Director the following:

- i. An electronic copy (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, subject to any holdbacks required under the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the "**Construction Act**").
- 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 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 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:

- 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 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.

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:

- i. 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 and operational, and are functioning;
- ii. a certificate from the Engineer stating that all water and sanitary servicing has been constructed in conformance with the Approved Engineering Plans and further that all water and sanitary servicing are operational and are functional;
- iii. a certificate from the Engineer confirming that the roads are constructed in conformance with the Approved Engineering Plans and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- iv. a certificate from an Ontario Land Surveyor certifying that they have confirmed the areas and frontage of all lots and blocks in the subdivision and have located or replaced all standard iron bars as shown on the registered plan, and have located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- v. 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;
- vi. 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;
- vii. confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- viii. Property Identification Numbers (PINs) for all segments of road and parcels of land to be assumed by the City;
- ix. a listing of assets to be assumed by the City, in a format acceptable to the City; and
- x. 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 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 itself, its assigns and successors 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 as a result of 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, act or omission of the City or those for whom it is at law responsible.

The Owner hereby waives any right to and agrees that it will not commence or continue any claim, including but not limited to any cross claim 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, act or omission of the City or those for whom it is at law responsible.

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.

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 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 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 City 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 Insurance 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 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, except where statutory exceptions apply. 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. 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.

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 water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;
- b) 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) This Agreement has been registered on title;
- d) All necessary fire access routes have been constructed to the satisfaction of the City's Chief Fire Official; and,
- e) If applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study.

2.1 PHASING – NOT APPLICABLE

2.1 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 Development Agreement is registered on the Lands.

2.2 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of the Lands commence within one (1) year and 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.

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 the lands as are set out

in **Schedule “B”** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes, in conjunction with the Registration of the Agreement.

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

c) The Owner and the City further AGREE that the draft 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 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 Lands 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 Development, 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 – NOT APPLICABLE

4. 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, 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.

d) The Owner shall submit lot grading and drainage plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block 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
- vii. the proposed location of water, sanitary and storm servicing;
- viii. the proposed driveway location and maximum width; and
- ix. all other requirements outlined in the City's Lot Grading and Drainage Guidelines.

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

- i. that the said lot grading and drainage plan is in conformity with the approved Lot Grading Plan included in **Schedule "E"** of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
 - ii. that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
 - iii. that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.
- f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading 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.
- g) The Owner agrees to maintain and to post a copy of the overall Lot Grading Plan in any home sales office/online for prospective buyers to view.

6. PAYMENT OF TAXES

- a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.
- b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the Development Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being developed have 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.

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 Engineering Plans and within the time schedule agreed upon in this Agreement, or if the Owner:
- 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 Engineering Plans 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 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 Security shall be kept in full force and effect and that the Owner 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 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:

- 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.;
- ii. Drawings on the Security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii. Partial drawings on the Security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
- iv. If the Security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City’s Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
- v. The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the Security held by the City. Said confirmation shall be in the form of the **Schedule “D”** engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to **Schedule “D”** reflects the value of work outstanding at that time.

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

- i. Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii. Add thereto the estimated value of the uncompleted work;

- iii. Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
- iv. The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to **Schedule "D"**; and
- v. At no time can the amount of Security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Public Services or completed work, whether pursuant to 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 which is not vacated or otherwise deleted from title by the Owner within 21 business days following receipt of written notice thereof from the City, constitutes a default under this Agreement, and thereafter the City may use the Security for payment into court of any amount required by the provisions of the Construction Act.

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the Development, shall be in the amount of 4.5% of the estimated construction value of the Public Services created relative to the Development 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 . The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

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:

| <u>2024</u> 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 | 0 | | | | |
| Airport | 0 | | | | |
| By-Law Enforcement | 21 | | | | |
| Parking | 0 | | | | |
| Parks and Recreation | 963 | | | | |
| Library | 495 | | | | |
| Administration Studies | 526 | | | | |
| Fire | 469 | | | | |
| Paramedic | 275 | | | | |
| Police | 0 | | | | |
| Transit | 0 | | | | |
| Waste Diversion | 48 | | | | |
| Roads and Related | 8,790 | | | | |
| Water Treatment | 4,621 | | | | |
| Water Distribution | 4,799 | | | | |
| Wastewater Treatment | 5,895 | | | | |
| Wastewater Collection | 8,517 | | | | |
| | | | | | |
| 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. | \$35,473 | | | | |

For each dwelling unit of the proposed subdivision, the Owner agrees to pay to the City, at time of **Building Permit** issuance for the dwelling unit, development charges in accordance with By-Law 2019-184, or any successor thereto, and the development charge rates in effect at the time of payment.

g) Intentionally deleted.

10. NOTIFICATION

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

To the Owner at:

Address: 12960 Highway 48, Stouffville, Ontario L4A 3W6

Email: michaelspinosa.1979@gmail.com

To the City at:

Address: 26 Francis Street, Lindsay, Ontario K9V 5R8

Email: clerks@kawarthalakes.ca

or such other address as such party has notified the other in writing, and any such notice e-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 the Development 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, if applicable.

13. EMERGENCY ACCESS ROUTE / WALKWAY

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

14. CONSTRUCTION ACCESS

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

from Cedartree Lane. 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 Development.

15. ZONING

The Owner AGREES that the Lands shown on **Schedule "A"** hereto shall be governed by the provisions of File D06-2022-022 and the applicable Zoning By-Law, as amended which provides the following zoning:

| LOT OR BLOCK | ZONE |
|---|-------------------|
| Lots 1 to 27 within Plan 627 and Lots 48 to 81, 86 and 87 within Plan 626 | Holding Provision |

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 Lands 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 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.
- b) That all topsoil relocated on 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 its employees, contractors, and agents to restrict construction traffic to such street and at such times as the Director directs.

18. UTILITY COORDINATION

The Owner AGREES to coordinate the design for the installation of utility

plans within the Development 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. 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 (the “**HONI Servicing Agreement**”) for electrical servicing with Hydro One Networks Inc. The HONI Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Lands. Hydro One Networks Inc. may as part of its HONI Servicing Agreement, require a type of systems capital contribution fee towards the provision of system(s) capacities expansion outside of the Development but necessary to ensure the integrity of the company’s power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.

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

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

The City has required that all primary and secondary electrical services for the Development 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 the Development.

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) Intentionally deleted [**NTD: streets already laid out**];
- b) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- c) 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;
- d) provide security in an amount shown in **Schedule “D”** to the City to ensure compliance with the street tree planting requirements for this Agreement;

- e) plant trees having a minimum caliper of sixty millimeters (60mm);
- f) coordinate the approved landscape plan with the approved utility plan;
- g) maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

21. WINTER MAINTENANCE AND WASTE COLLECTION

- a) The Owner covenants and agrees to snowplow and sand all roads in the Development 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 HOMES

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the construction of the Development, the Owner may erect two (2) detached dwelling Units on Lots 86 and 87 Plan 626 as approved by the City.

- b) The Owner COVENANTS AND AGREES that it or its 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 Homes 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 Lots. 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 Lots.

- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
 - i. off-street granular parking facilities detailed in the Model Homes Plan and access driveway;
 - ii. facilities for the lighting of the said Lots and the buildings or structures to be erected thereon;
 - iii. walls, fences, hedges, shrubs, and sod for the landscaping (if any) of the said Lots or for the protection of adjoining land;
 - iv. facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lots; and
 - v. grading and alteration in elevation or contour of the said Lots and provision for the disposal of storm, surface and waste water from the said Lots and from any buildings or structures to be erected, placed or constructed on the said Lots, to the satisfaction of the Director.

- d) The Owner COVENANTS AND AGREES that it or its 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 Development as described in this Agreement.

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD AND PETERBOROUGH, 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 the Development 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 the Development 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:

- i. 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.
- ii. 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.
- iii. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the Development.
- iv. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
- v. 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.

- vi. 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.
 - vii. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
 - viii. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
 - ix. 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.
 - x. 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.
 - xi. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.
- c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

25. TELECOMMUNICATION UTILITY REQUIREMENTS

- a) Prior to the issuance of Building Permits, the Owner AGREES that the appropriate Telecommunication Utility shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with said Utility for any said Utility facilities serving the Development 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 of Tourism, Culture and Sport's concurrence.

28. STORMWATER MANAGEMENT

a) The Owner AGREES to implement the requirements incorporated in the Development Conditions attached as **Schedule "F"** and any reports submitted to Kawartha Conservation 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 Unit within the Development;
- ii. the anticipated impact of the Plan on water quality, water balance, and phosphorus control, as it relates to the receiving water body;
- iii. the means by which the stormwater management design for the Plan mitigates impacts to the downstream fish and fish habitat once adequate protective measures have been taken;
- iv. the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- v. 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 Kawartha Conservation and the City.

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that _____ Kawartha Conservation 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

The Owner shall install and/or construct such upgrades to existing storm sewers as set out in the Approved Engineering Plans.

b) UPGRADES TO EXISTING SANITARY SEWER

The Owner shall install and/or construct such upgrades to existing sanitary sewers as set out in the Approved Engineering Plans.

30. OTHER UPGRADES

The Owner AGREES to pay \$70,000 to the City, at the time of issuance of first building permit, to support the design and installation of the traffic signals at the intersection of Cedartree Lane and East Street/CKL Road 36.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

Specific requirements as applicable to the plan are to be inserted

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

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

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

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

34. BUFFER AND FENCING REQUIREMENTS

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

35. CANADA POST REQUIREMENTS

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the addition to the existing Community Mail Box (CMB) within the Plans as required by Canada Post 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 the CMB in accordance with **Schedule "G"** Item 11) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

36. MINISTRY OF TRANSPORTATION REQUIREMENTS – NOT APPLICABLE

37. MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES AND FORESTRY REQUIREMENTS – NOT APPLICABLE

38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment, Conservation and Parks Consolidated Linear Infrastructure Environmental Compliance Approvals, as amended for the development:

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

39. OTHER APPROVING AGENCY – NOT APPLICABLE

40. SUBORDINATION

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

41. MISCELLANEOUS

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

42. REGISTRATION OF AGREEMENT

- a) At the expense of the Owner, the City shall register this Agreement, including the Schedules hereto, upon the title to the Development Lands within ten (10) days of execution thereof.
- 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*.

c) Intentionally deleted.

43. SUCCESSOR OWNERS

a) **IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall enure to the benefit of and be binding upon the respective successors 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 the Security, the City may continue to hold the Security as securing the commitments under this agreement of the new/current property Owner(s). At the time of release of the Security, the City will release the security to the Owner (excepting to those owners of individual lots who did not act as developer/owner) that completed the obligations under this Agreement. The successors in title, who are not reimbursed the monies 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.

[Remainder of page left intentionally blank. Signature page follows]

IN WITNESS WHEREOF the City and the Owner have executed this Agreement on the date first above written.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Douglas J.F. Elmslie, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

2223256 ONTARIO LTD.

Per: _____

Name: Michael Spinosa

Date

Title: President

I have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION of the LAND

Lots 1 to 27, Plan 627 and Lots 48 to 81, 86 and 87 on Plan 626; City of Kawartha Lakes

DRAFT

SCHEDULE “A-1”

APPROVED ENGINEERING PLANS

(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

SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

Specific requirements as applicable to the plan are to be inserted per Reference Plan

1. LANDS FOR GENERAL MUNICIPAL PURPOSES

The Owner shall convey at its expense and in favour of the City the following lands in fee simple for General Municipal Purposes:

- Part of Lots 18 and 19, Plan 627, being Parts 2 and 3 on Reference Plan 57R-_____ attached as Schedule "B-1" for sight triangle purposes
- Lot 1 on Plan 627 for a stormwater management pond
- Part of Lot 12 on Plan 627, being Part 15 on the draft Reference Plan attached as Schedule "B-1" for a stormwater management outfall/connection.

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

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

4. 0.3 METRE RESERVES

Not applicable

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility(ies) for the Development on Lot 1 Plan 627, and Part of Lot 12 Plan 627 designated as Part 15 on the draft Reference Plan attached hereto as Schedule "B-1" and Block 29, Plan 627

6. PARKLAND

Specific requirements as applicable to the plan are to be inserted

7. LAND FOR WALKWAYS, MUNICIPAL SERVICING INFRASTRUCTURE

Specific requirements as applicable to the plan are to be inserted

8. ROAD WIDENINGS

The Owner shall convey to the City Parts 5, 7, 9, 11 on Reference Plan ##### for the required widening of the cul-de-sac at the north end of Cedartree Lane, dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

SCHEDULE "B-1"

DRAFT REFERENCE PLAN

[TO BE INSERTED – PLAN REF NO. 21-17-283-01 DATED MAY 16, 2023]

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
- iii. 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;
- iv. Minimum of 300mm Granular "B" Type I or II compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- v. Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- 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
- viii. Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

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

Immediately prior to the construction of the final gravel course and the surface treatment, the previously constructed gravel course shall be inspected by the Director and where, in the opinion of the Director, the surface has become contaminated, the Owner shall remove all such contaminated areas and replace

with acceptable material, all at no cost to the City.

3. Curbs and Gutters and Sidewalks

Concrete curb and gutter shall be constructed in accordance with the OPSS.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:

- i. Concrete barrier curb shall be constructed in accordance with OPSS 600.040 as determined by the City.
- ii. Curb and gutter terminations shall be constructed in accordance with the OPSS 608.010.
- iii. Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.
- iv. Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

4. Watermains

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

5. Sanitary Sewers

a) Sanitary sewers 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.

b) 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.

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

- i. 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.

d) Unless otherwise specified, PVC sewer pipe shall be laid in a Class "P" bedding 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 shall be 19mm Type 1 Clear Stone.

e) 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 Public Services.

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 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.

7. Stormwater Management Facility

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment 'Stormwater Management Planning and Design Manual' (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and Kawartha Conservation, 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 19mm 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 PVC SDR 28 pipe green in colour shall be used for sanitary sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii. Installation:

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured, prefabricated tee and long sweeping 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. 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
- Service Connections: 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 written approval of the Director.
- 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 Pits and Pumps: Where gravity drainage is not practical, all dwellings constructed in the Development 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 line by means of 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.

. All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a sump pit 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.

iii. **General:**

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

The locations of all storm sewer connections shall be marked

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

9. Street Lighting and Electrical Distribution

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

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

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

10. Pedestrian/Cycling Trail

Specifics related to the plan must be inserted by the Owner's Engineer.

11. Parkland

Specific requirements as applicable to the plan are to be inserted

12. Buffering and Fencing Requirements

Black vinyl chain link fence shall be installed along the south lot line of Lot 2, the north lot line of Lot 11, the South Lot line of Lot 13, the north lot line of Lot 15, the south lot line of Lot 18, the north lot line of Lot 19, the east lot line of Lot 87, as shown in Schedule "A-1".

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.

14. Canada Post Requirements

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

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

15. House Numbers

All house numbers and street addresses within the Development 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:

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

Dropped curb 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

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

All Public Services required under this Agreement shall be constructed in strict accordance with Detailed Design Engineering Drawings 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 Development. 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.

21. 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 developing a proposed corrective action plan for all observed deficiencies with the sewer installation. The Engineer of Record shall submit a written report which shall identify each deficiency, the location 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. All completed corrective measures shall be video inspected and approved

by the Director prior to acceptance of the sewers by the City.

22. 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 Development will have the addressing as shown below:

Addressing for Residential Lots, Stormwater Management Blocks, Park Blocks

| Lot # / Block on Draft Plan 16T-88011 | Address |
|--|----------------|
| 1 | |
| 2 | |
| 3 | |
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| Lot # / Block on Draft Plan 16T-88011 | Address |
|--|----------------|
| 63 | |
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| 87 | |

23. Requirement for Blasting

If required, Blasting shall be completed in accordance with provincial and municipal requirements.

24. Dumping of Fill or Debris

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

25. Disposal of Construction Garbage

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

26. 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.

27. 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

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 in the amount of 4.5% of the estimated construction value of the Public Services created relative to the Development 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 \$58,596.39, which was comprised of 75% of the fee based on the estimated construction value, was submitted on November 10, 2022. Therefore the remainder fee owed is \$ _____

Commented [RP1]: 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.

DRAFT

SCHEDULE "F"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

DRAFT

SCHEDULE "G"

SPECIAL WARNINGS AND NOTICES

1. General

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

a) **Warning – Stormwater Management Facilities**

The Purchaser/Grantee acknowledges that he or she is aware that the land within Lot 1 Plan 627 and Part of Lot 12, Plan 627 – Part 15, 57R _____ and Block 29, Plan 627, shall be used for stormwater management and may contain 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.

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 Development is illegal, unless an Occupancy Inspection has been conducted, and an occupancy permit has been issued by the Chief Building Official or by a Building Inspector employed by the City. For further information, contact:

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

d) **Warning - Development Charges**

Purchasers should be aware that this Development 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 **Building Permit** of the dwelling unit, Development Charges are subject to increase prior to their payment.

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

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

Specific requirements as applicable to the plan are to be inserted

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

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

g) **Notice – Rear Lot Catch Basins and Swales**

Specifics to the plan are to be inserted.

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

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. The Purchasers/Grantees acknowledge 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 48, 62, 71_ on Schedule "A-1" acknowledge that a rear yard catch basin and associated storm sewer connection will exist on their Lot.

Commented [RP2]: Politis Eng. to confirm locations

h) **Notice – Fencing**

Specifics to the plan are to be inserted.

The Purchaser/Grantee acknowledges that he or she is aware a black vinyl chain link fence shall be installed along the south lot line of Lot 2, the

north lot line of Lot 11, the South Lot line of Lot 13, the north lot line of Lot 15, the south lot line of Lot 18, the north lot line of Lot 19, the east lot line of Lot 87, as shown in Schedule "A-1". The City will own the fence upon assumption of the Public Services of the Development. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

i) **Warning - Assumption of 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 Development Agreement are eligible for assumption under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Public Services, 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 Development Agreement Public Services that would otherwise be the responsibility of the City.

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

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until the Maintenance stage has been initiated by the City, and the Development 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 Development. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. An existing community mailbox is located at Cedartree Land and Juniper Court, in accordance with the Composite Utility Plan.

m) **Warning - Parking on Internal Streets**

The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Development will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.

n) **Warning – Tree Preservation Zone**

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

plan.

- o) Warning – Acoustic Barriers**
Specifics to the plan are to be inserted and included in the engineering design drawings and Schedule “D” engineering design cost estimate.
- p) Warning – Hydrogeological Report**
Specifics to the plan are to be inserted and incorporated into the engineering design.
- q) Warning – Streetlights**
Specifics to the plan are to be inserted, if rural development is proposed with no streetlights.
- r) Warning – Driveway Widths**
The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-1 of the Development 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.
- s) Warning – Boulevard**
The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City’s jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City. Any encroachment in the boulevard may lead to delays in assumption of the municipal services.
- t) Warning - Municipal Ditches**
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.
- u) Warning – Good Housekeeping Practices**
The Purchaser/Grantee of any Lot or Block is encouraged to positively impact water quality by minimizing any use of, or application of, lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

Commented [RP3]: Owner’s Engineer to insert

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 Development may be subject to regulation and/or restrictions thereunder.

w) Warning Clause – Soakaway Pit

The Purchaser/Grantee acknowledges that an individual soakaway pit is to be constructed on all residential Lots ___ to ___, both inclusive, as part of the overall Stormwater Management Plan for the Development. The soakaway pits 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 Politis Engineering Ltd. The connection to the soakaway pit is to remain as a permanent connection to ensure the functionality of the Development's overall Stormwater Management Plan. The Purchaser/Grantee acknowledges that surface ponding has been utilized as part of this design. The Purchaser/Grantee acknowledges they have received the report Soakaway Pit and Infiltration Operations and Maintenance Manual, prepared by ___ Engineering, dated ___ 202X, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration feature.

Commented [RP4]: Owner's Engineer to insert specific clauses for LID features

x) Warning Clause – Retaining Walls

The Purchaser/Grantee of Lots 15 and 18 on Schedule "A-1" acknowledge that a retaining wall will exist on their Lot and the Purchaser/Grantee is responsible for the operations, maintenance and replacement of the retaining wall

SCHEDULE "H"

COMPOSITE UTILITY PLAN

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

Commented [RP5]: Politis Eng. to insert

DRAFT