

Document General

Subdivision Agreement

Between:

Anthony Tenaglia & 2042825 Ontario Inc.

and

The Corporation of the City of Kawartha Lakes

Walden Farm Subdivision  
16T-16501

Dated as of \_\_\_\_\_, 2024

**CITY OF KAWARTHA LAKES**

**SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_\_ day of November, 2024.

BETWEEN:

Anthony Tenaglia & 2042825 Ontario Inc.

(“OWNER”)

Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(“CITY”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described as Part of Lots 6 and 7, Concession 2, Geographic Township of Ops as shown on Plan 57M- \_\_\_\_\_, now City of Kawartha Lakes (the “Development Lands”), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner’s draft Plan of Subdivision in City File No. 16T-16501 – D05-16-004 (the “Plan”), subject to conditions;

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

AND WHEREAS the Owner desires to develop the Development Lands to create eight (8) lots and four (4) blocks, together with associated streets, to accommodate construction of 8 dwelling units on a portion of the Development Lands;

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

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

AND WHEREAS subsection 51(25)(d) of the *Planning Act*, R.S.O. 1990, c. P. 18, as amended (“Planning Act”) provides the requisite authority for entering into such an agreement;

AND WHEREAS this Agreement applies to the lands described at **Schedule “A-2”**, and shown as Lots 1 to 8 both inclusive, and Blocks 9 to 12 both inclusive, on Plan 57M-\_\_\_\_\_, (hereafter referred to as the “Lands”).

AND WHEREAS Council has authorized the execution of this Agreement;

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

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, as further described herein, to serve the Lands to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public Services as are hereinafter provided and to enter into this Agreement.

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree as follows:

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

## **1.1 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 construction plans shall have been deposited with the

Director prior to the execution of this Agreement by the City.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision. The construction management plan shall be in force until such time that underground services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.

#### 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 Tatham Engineering (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in **Schedule "I"** with respect to the work being done under its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all 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, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the approved design and specifications.

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 any

roads by the City need not be approved by the Director, subject to such work being certified by the Engineer.

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

#### d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.1 .a) 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 Lands shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City and that use of roads and sidewalks is 'at your own risk'. The signs will not be removed until such time as an 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 Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including 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.

In the event the condition as aforesaid is an emergency, or immediate rectification is required, the City may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Owner, and the Owner shall reimburse the City for any and all expenses incurred, whether directly or indirectly by the City, in connection with the same. It is understood and agreed between the parties hereto that any repair work carried out by the City under this clause shall not be deemed, for any purposes whatsoever, as acceptance or assumption of the said Public Services by the City.

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

When the Public Services are completed and cleaned to the satisfaction of the Engineer, the Owner shall advise the Director in writing that the Public Services are completed and shall request an inspection by the City for the purposes of accepting the Public Services. The City shall carry out inspections and shall advise the Engineer of any items of work requiring further rectifications.

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 on a CD (AutoCAD and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the accepted Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her designate as the case may be, and that the rough grading of the Lands has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facilities.

g) MAINTENANCE

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

of surface asphalt and final repairs, as applicable.

#### h) ASSUMPTION

Upon completion of the maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required:

- i) to clean and remove any debris and earth deposits from all roadway pavement and the Lands;
- ii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including roadways, etc.;
- iii) 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;
- iv) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- v) to make all plant material replacements pursuant to the conditions of the maintenance period.

#### i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.1 h) above to the satisfaction of the Director. In addition, the Director must be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from the Engineer confirming that the roads are constructed in conformance with the approved engineering design and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- 3) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks located in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- 4) 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;

- 5) 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;
- 6) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 7) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- 8) a listing of assets to be assumed by the City, in a format acceptable to the City; and
- 9) 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 an 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 an Assumption By-law is passed by City Council.

#### k) LIABILITY

##### i. INDEMNITY

Until assumption as provided for in Section 1.j) above, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature,



actions, causes of action, losses, expenses, fines, costs (including legal costs and investigation expenses), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death, damage to or destruction of property as a result of, or in relation to any matter arising under this Agreement, the enforcement or non-enforcement of the Owner's obligations under this Agreement, the condition or state of repair of any and all of the works carried out in accordance with this Agreement, in consequence of any breach of any warranty, representation, term, obligation or covenant of the Owner contained in this Agreement, except for the negligence or wilful misconduct of the City.

The Owner hereby waives any right to and agrees that it will not commence or continue any claim, including but not limited to any 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 or wilful misconduct of the City.

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

## ii. INSURANCE

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

- a. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure,

collapse of any structure or subsidence of any structure or land from any cause;

- b. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;
- c. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- d. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Five Million (\$5,000,000) dollars per occurrence.
- e. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the *Corporation of the City Kawartha Lakes* as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- f. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed at any one time in the performance of the work being completed;

- g. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work; and,
- 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. The Owner shall provide the City with a new Certificate of Insurance showing any changes or upon the renewal of coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City and if requested, the Owner shall provide the City with a certified copy of the applicable insurance policy and any endorsements. The Owner may be required to provide and maintain additional insurance coverage(s), which are related to this Agreement. All premiums and all applicable deductibles under the above required insurance policies are at the sole cost of the Owner. All policies shall apply as primary and not as excess of any insurance available to the City.

## **2.0 CLEARANCE OF BUILDING LOTS**

The Owner COVENANTS AND AGREES with the City that no Building Permits will be applied for or issued for detached dwellings or buildings or structures on any of the Lots and Blocks shown on Schedule "A" attached hereto until such time as underground services are installed and operational, and a suitable base asphalt road foundation has been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks for which said Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Kawartha Region 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.

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 Kawartha Region 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) The Plan of subdivision as described herein at **Schedule "A-2"** has been registered on title;
- (d) This Agreement has been registered on title;
- (e) All necessary fire access routes have been constructed to the satisfaction of City's Chief Fire Official; and,
- (f) If applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study.

## **2.1 PHASING – N/A**

## **2.2 SERVICING ALLOCATION – N/A**

## **2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY**

This Agreement requires that development of the Plan of subdivision is to commence within one (1) year and that the Plan of subdivision is to 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 easements and Blocks as are set out in **Schedule “B”** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of Plan of Subdivision.

b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any portion of the Lands shown on **Schedule “A-2”** 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.

It is understood that the lands associated within the cul-de-sac currently terminating O’Reilly Lane are to be converted to the extension of O’Reilly Lane; and, that portion of lands no longer necessary for the cul-de-sac as a result of the conversion for the purposes of the extension of O’Reilly Lane is intended to be conveyed to adjacent landowners.

c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in **Schedule “B”** hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.

d) The Owner further COVENANTS AND AGREES that any portion of the Lands 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, rights-of-way, 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, rights-of-way, or Land, and the costs of such expropriation shall be at the expense of the Owner.

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City’s behalf.

g) The Owner AGREES to grant, at its expense, such further easements and rights-of-way as may be required for the installation and supply of the Public Services, including those easements and rights-of-way which the Director may establish as necessary during construction and prior to Assumption, and any such additional easements and rights-of-way shall thereafter be deemed to have been set out in **Schedule “B”**.

#### **4. LAND TO BE RETAINED BY THE OWNER**

Prior to final approval and registration of the Plan of Subdivision, the Owner AGREES to provide the complete legal description of all land shown as “Other lands owned by the Applicant” as shown on the key map of the Plan of Subdivision.

#### **5. LOT GRADING**

a) The Owner AGREES with the City that all Lots and Blocks will be graded in accordance with the Lot Grading Plan on file with the City and identified as **Schedule “E”**, and in the manner described in **Schedule “C”** hereto and topsoil will be replaced in accordance with Section 16 of this Agreement hereof and further that prior to the placing of topsoil on any of the Lands herein the Owner will arrange for an inspection of and receive the approval of the lot grading by the Engineer.

b) The Owner AGREES to place in the deed, transfer or conveyance for every Lot and Block a restrictive covenant in favour of the remaining land affected by this Agreement that the purchaser or transferee will not alter the drainage on the land in any way as to adversely affect the drainage pattern established by the Lot Grading Plan as amended and approved by the City. That restrictive covenant shall run with the land and shall state that the Owner will not do, or cause to be done, any activity that alters the drainage on the land including, but not limited to, constructing a building or structure without the approval of the City’s Engineering and Corporate Assets Department, placing fill, planting trees, or landscaping.

c) The Owner AGREES that **Schedule “E”**, Plan of Lot Grading, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that the Owner shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner’s Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the

construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) The Owner shall submit site and grading plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block within the Plan of Subdivision. 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.

e) 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 Plan and issue a Certificate in accordance with Section 5.c).

f) The Owner of any Lot with a sewage system AGREES that it shall be the responsibility of the Owner to maintain the sewage system envelope for the Lot

or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.

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 Development Lands 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 drawings and within the time schedule agreed upon, or if the Owner:

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



- b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City Solicitor shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.
- c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to draw upon its security without further notice to the Owner in order to provide funds for payment of any Public Services undertaken by the City.
- d) If the cost of any work performed by the City exceeds the value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Development Lands, or, the Lands, as deemed appropriate by the City.
- e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided-for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

## **9. FINANCIAL ARRANGEMENTS**

The Owner UNDERTAKES AND AGREES to the following financial arrangements with respect to the performance of this Agreement:

- a) The Owner, at its 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 said security shall be kept

in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.1 f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- 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 Services or completed work, whether pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the “Construction Act”) or otherwise.

d) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the City Clerk under the Construction Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Act, it is agreed that the City may use the security for payment into court of any amount required by the provisions of the Construction Act, providing the Owner is unable to remove the lien within twenty-one (21) business days of receiving notification.

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as laid out in **Schedule “D”** (exclusive of H.S.T.). Inter alia, the above-mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered Plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) The Owner agrees that it and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of the proposed subdivision, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:



<b>2024 Residential Dwelling Unit Type</b>		Single- or Semi-Detached	Row or Multiple	Apartment : Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		<b>8</b>				8
<b>RURAL</b> Development Charge Rate Per Dwelling Unit	Health and Social					
	Airport					
	By-Law Enforcement					
	Parking					
	Parks and Recreation					
	Library					
	Administration Studies					
	Fire					
	Paramedic					
	Police					
	Transit					
	Waste Diversion					
	Roads and Related					
	Water Treatment					
	Water Distribution					
	Wastewater Treatment					
	Wastewater Collection					
		\$12,157.00				
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.		\$97,256.00				

**10. NOTIFICATION**

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

**Name** Robert Catenacci c/o 2042825 Ontario Inc.  
**Address** 21 Windmer Street  
Suite 2011  
Toronto, ON M5V 0B8  
**Phone** 647-802-7625  
**Email** rcatenacci@rogers.com

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

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

## **11. NOTIFICATION OF SERVICES**

The Owner AGREES to notify, or cause to be notified, each and every purchaser of a Lot or Block within the Plan of Subdivision of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

Each Agreement of Purchase and Sale for a Lot or Block in the said Plan of Subdivision shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and **Schedule 'G'**.

## **12. HYDROGEOLOGICAL REPORT**

The Owner AGREES that existing wells on the site, including test wells that shall not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments) at no cost to the City. Development shall proceed in accordance with the Hydrogeological Assessment Report prepared by Grace and Associates, April 29, 2016.

## **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 **O'Reilly 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 subdivision development.

**15. ZONING**

The Lands described on **Schedule "A-2"** hereto are governed by the provisions of File D06-16-031 and Zoning By-Law 2017-231, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1-3 (Residential)	RS-2(H) & HL
Lots 4-8 (Residential)	RS-3(H) & HL
Block 9 (Grave Site Block)	OS-8(H) & HL
Block 10 (Drainage Block)	OS-7(H) & HL
Block 11 (0.3 m Reserve N)	A
Block 12 (0.3 m Reserve W)	A

**16. CONSTRUCTION & SOIL USE**

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

- a) That all streets abutting on the Lands to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Lands in the said Plan 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 shall form the basis of comparison.

b) That all topsoil removed from the Lands, shown on **Schedule “A-1”** attached hereto, shall be stockpiled and vegetated, and as each building is completed. The topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

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

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

## **17. REGISTERED PLAN**

a) The Owner shall register, at its expense, the M-Plan described at **Schedule “A-2”** hereto on title to the Development Lands within thirty (30) days of final approval of the Plan of Subdivision being provided to the Owner by the Director of Development Services.

b) The Owner shall supply a “mylar” copy of the Registered Plan of Subdivision to the Director immediately following registration.

## **18. UTILITY COORDINATION**

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

## **19. AGREEMENT WITH HYDRO ONE NETWORKS INC.**

The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Lands, and including easements as required across Blocks 9 and 10. Hydro One Networks Inc. may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the Plan of Subdivision but necessary to ensure the integrity of the company’s power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.

The Owner AGREES that a Multi-Service connection Agreement must be



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

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

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.

The Owner AGREES to provide to the City a copy of the Hydro One Networks Inc. agreement and reference plans.

## **20. STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

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

## **21. WINTER MAINTENANCE AND WASTE COLLECTION**

- a) The Owner covenants and agrees to snowplow and sand all roads in the Plan until the first issuance of a 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 first issuance of a final occupancy permit.

## **22. MODEL HOME/SALES OFFICE – N/A**

## **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 this Plan of Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside within the Plan 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, as applicable.

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break as follows:

1. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
2. A firebreak may contain the following:
  - a. A completed foundation and first floor platform constructed under authority of a building permit, or
  - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.
3. A firebreak plan shall be submitted to the City for approval prior to the issuance of any building permits in the subdivision.
4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
  - a. 6th single house lot, and
  - b. 3rd semi-detached house block.
6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.

10. At the Chief Building Official's discretion, all matters with respect to fire breaks that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.

11. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.

c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

## **25. BELL CANADA REQUIREMENTS**

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

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 – N/A**

## **27. ARCHAEOLOGICAL FINDS**

Block 9 of Plan 57M-\_\_\_\_\_ encompasses an historic Catholic cemetery/burial ground that has been identified by an Archaeological Assessment as having cultural heritage significance. The Bereavement Authority of Ontario ("BAO") has directed the owner and the City to protect "in place" the cultural heritage resources within this Block.

The Owner AGREES to conveying Block 9 of Plan 57M-\_\_\_\_\_ to the City as a cemetery, in accordance with requirements of the BAO.

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 further 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 Citizenship and Multiculturalism be notified and only commenced with the Ministry's concurrence.

## **28. STORMWATER MANAGEMENT**

- a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as **Schedule “F”** and any reports submitted to Kawartha Region Conservation Authority, and the City pertaining to:
- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
  - ii) the anticipated impact of the Plan on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
  - iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
  - iv) the site soil conditions, including grain size distribution profiles;
  - v) a site grading plan.
- b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.
- c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that Kawartha Region Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

## **29. SEWER UPGRADES**

- a) UPGRADES TO EXISTING STORM SEWER  
*Not applicable.*
- b) UPGRADES TO EXISTING SANITARY SEWER  
*Not applicable.*

## **30. OTHER UPGRADES**

The Owner COVENANTS AND AGREES to provide for the design and for the removal of the existing terminating turning basin and reconstruction of a minimum 20 metre right of way at O’Reilly Lane, to the satisfaction of the Engineering and Corporate Assets Department of the City, as shown in **Schedule “A-1”** and **Schedule “D”**.

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

The Owner COVENANTS and AGREES that prior to the execution of this

Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to no greater than Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his/her designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$100,000 based on the subject appraisal.

### **32. SCHEDULES**

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

- Schedule “A” – Description of Development Lands (attached)
- Schedule “A-1” – Engineering Drawings (Complete Set & Electronic CD)  
To be on file with the City of Kawartha Lakes
- Schedule “A-2” – Draft Plan of Subdivision
- Schedule “B” – Land for Municipal Purposes (attached)
- Schedule “B-1” – Plan of Easements (Not Applicable)
- Schedule “C” – Specifications and Standards (attached)
- Schedule “D” – Summary of Estimated Costs (attached)
- Schedule “E” – Lot Grading Plan (on file with City)
- Schedule “F” – Conditions of Draft Plan Approval (attached)
- Schedule “G” – Special Warnings and Notices (attached)
- Schedule “H” – Composite Utility Plan (on file with the City)
- Schedule “I” – Letter of Undertaking (attached)

### **33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST – N/A**

### **34. BUFFER AND FENCING REQUIREMENTS**

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

### **35. CANADA POST REQUIREMENTS**

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of **Schedule “C”**, Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective

purchasers of locations of CMBs in accordance with **Schedule “G”** Item 1l) 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 – N/A**

**37. MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES AND FORESTRY REQUIREMENTS – N/A**

**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) Stormwater Management System (including ditches, storm sewers): **141-S701**

**39. OTHER APPROVING AGENCY – N/A**

**40. SUBORDINATION**

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

**41. MISCELLANEOUS**

- a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the Agreement specifies otherwise.

- b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.

- c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:

- i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
- ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

- d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.
- e) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.
- f) Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent, in writing, of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, unless expressly stated, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

#### **42. REGISTRATION OF AGREEMENT**

- a) The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of the Plan of Subdivision within ten (10) days of registration of the Plan.
- 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) In the event that the Plan of Subdivision has not been registered within thirty (30) days from the date that final approval is granted, the City may, at the option of the Director, on one (1) months' notice to the Owner, declare this Agreement to be null and void. Upon expiration of the notice period, the Owner will not register the Plan of Subdivision or make any improvements upon the Lands and the proposed Plan until a new Agreement has been executed by the parties.

#### **43. SUCCESSOR OWNERS**

- a) **IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors in title or permitted assigns of each of the parties hereto. "Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural. Where the property is transferred prior to assumption, the Agreement is binding upon those successive owners as successors in title to the signatory.
- b) **IT IS DECLARED AND AGREED** that, where the Lands are transferred

prior to release of securities, that the City may continue to hold those securities as securing the commitments under this agreement of the new/current property Owner(s). At the time of release of securities, the City will release the security to the Owners (excepting to those owners of individual lots and blocks who did not act as developer/owner) that completed the obligations under the Agreement. The signatory to this Agreement, or any successors in title, who are not reimbursed the monies they deposited have no claim against the City for return of the security and will make their action directly against the recipient of the funds. If such claim is brought, this provision will be a complete bar to that action, and the City will be entitled to recover 100% of its costs in enforcing this provision of the Agreement.

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Douglas J.F. Elmslie, MAYOR Date

\_\_\_\_\_  
Cathie Ritchie, CITY CLERK Date

2042825 ONTARIO INC.

\_\_\_\_\_  
Owner's Name: Anthony Tenaglia Date

Title:

*I have the authority to bind the Corporation.*



## **SCHEDULE "A"**

### **DESCRIPTION OF DEVELOPMENT LANDS**

Subdivision File No: 16T-16501

Name of Subdivision: Walden Farm Subdivision

Legal Description:

The Land affected by this Agreement is legally described as Part of Lots 6 and 7, Concession 2, former Township of Ops as shown on Plan 57M- \_\_\_\_\_, City of Kawartha Lakes. More particularly, the Land is described as Lots 1-8, both inclusive, and Blocks 9-12 inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

## SCHEDULE "A-1"

### ENGINEERING AND LANDSCAPE DRAWINGS

(Must include the complete drawing set in both hardcopy and digital formats)

***The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.***

List of Civil Drawings, prepared by Tatham Engineering:

- Drawing GP-1 Streetscaping Plan
- Drawing SS-1 Street Signage Plan
- Drawing SC-1 Site Removal and Siltation and Erosion Control Plan
- Drawing LG-1 Lot Grading Plan
- Drawing LG-2 Lot Grading Plan
- Drawing PP-1 O'Reilly Lane Extension Plan and Profile 0+000 to 0+240
- Drawing PP-2 O'Reilly Lane Extension Plan and Profile 0+240 to 0+398
- Drawing PP-3 Drainage Outlet Plan and Profile
- Drawing CUP-1 Composite Utility Plan
- Drawing DET-1 Notes & Details
- Drawing DET-2 Notes & Details

Photometrics Plans prepared by Tatham Engineering:

- Drawing E1 Site Plan and Photometrics
- Drawing E2 Details & Specifications

Landscaping Plans, prepared by Basterfield & Associates:

- Drawing L1 Landscape Plan

## **SCHEDULE “A-2”**

### **DRAFT PLAN OF SUBDIVISION AND DESCRIPTION OF THE DEVELOPMENT LANDS**

Subdivision File No: 16T-16501

Name of Subdivision: Walden Farm Subdivision

**Legal Description:**

The Land affected by this Agreement is legally described as Part of Lots 6 and 7, Concession 2, former Township of Ops as shown on Plan 57M- \_\_\_\_\_, City of Kawartha Lakes. More particularly, the Land is described as Lots 1-8, both inclusive, and Blocks 9-12 inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

The Draft Plan consists of eight (8) residential Lots and four (4) blocks, permitting a total of eight (8) residential units, together with associated streets (extension of O’Reilly Lane), and the following non-residential components:

1. Block 9: Grave Site Block;
2. Block 10: Drainage Block;
3. Block 11: 0.3 m reserve;
4. Block 12: 0.3 m reserve.

The Draft Plan, which was prepared by EcoVue Consulting Services Inc., dated June 14, 2016 may be viewed at:

City of Kawartha Lakes  
City Clerk’s Office  
26 Francs Street  
Lindsay, Ontario,  
K9V 4R5

## **SCHEDULE "B"**

### **LAND FOR MUNICIPAL PURPOSES**

**1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES – N/A**

**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 **O'Reilly Lane** shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

**4. 0.3 METRE RESERVES**

The Owner shall convey Block 12, as shown on Plan 57M-\_\_\_\_\_ to the City for the purpose of a 0.3 m reserve.

**5. STORMWATER MANAGEMENT FACILITIES**

The Owner shall construct the stormwater management facilities for the Plan of Subdivision within Block 10 of Plan 57M-\_\_\_\_\_.

**6. PARKLAND**

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

**7. LANDSCAPE STRIP**

Not applicable.

**8. LAND FOR MUNICIPAL SERVICING INFRASTRUCTURE**

Not applicable

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

*To be inserted as available*

## **SCHEDULE "C"**

### **SPECIFICATIONS AND STANDARDS**

#### **1. General**

Public Services shall be constructed in accordance with the specifications and standards of the City of Kawartha Lakes as amended from time to time and the most recent editions of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings adopted as specifications and standards of the City of Kawartha Lakes.

#### **2. Roadways**

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation as revised from time to time.

Roadways shall be constructed in the locations and to the widths and grades indicated within **Schedules "A-1"** and **"E"** and set out in **Schedule "D"** attached hereto.

- i) Excavation
- ii) Grading
- iii) Subgrade compacted to 95% standard proctor density;
- iv) 300mm minimum compacted depth of Granular "B", Type II;
- v) 150mm minimum compacted depth of crushed gravel, Granular "A";
- vi) Subdrains
- vii) Boulevards
- viii) Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

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

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

#### **3. Curbs and Gutters and Sidewalks – N/A**

#### **4. Watermains – N/A**

#### **5. Sanitary Sewers – N/A**

**6. Storm Sewers – N/A**

**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 Region Conservation Authority.

**8. Service Connections – N/A**

**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 – N/A**

**11. Parkland**

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

## **12. Buffering and Fencing Requirements**

Chain link fence shall be installed along either side of the Cemetery and Drainage Blocks (Blocks 9 & 10) as set out on the Drawings included in Schedule 'A1' attached hereto and shall be installed by the Owner.

## **13. Walkway – N/A**

## **14. Canada Post Requirements**

The Owner shall be responsible for coordination of an offsite Community Mail Box (CBM) 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 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.
- c) The Owner shall, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.

## **15. House Numbers**

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

## **16. Street Signs**

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

## **17. Driveway Entrances**

. Driveway entrances for each building Lot must be paved between the property line and the street line. 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  
In no case shall a driveway or driveway entrance be sited over a hydro service.

The location of any house or building on any Lot is set by the driveway entrance location and width noted on Schedule "A-1" hereto. In order that the house or building be sited in any other manner, the Owner or the builder shall have received a waiver from each of the utility companies that might be affected in any way by such change in siting and shall have agreed with the City to pay all costs suffered by the City or the affected utility companies as a result of such change in siting.

#### **18. Boulevards**

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 300mm of topsoil and nursery sod prior to the placement of top course asphalt.

Street tree planting shall be in accordance with the Streetscape Plan and shall be completed 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 subdivision. Further, the Engineer will be responsible for providing monthly updates of the report to the City throughout the entire undertaking of the development until final assumption.

#### **21. Camera Inspection of Sewers – N/A**

#### **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 Plan of Subdivision will have the addressing as shown below:

Addressing for **Residential Lots, Stormwater Management Blocks, Park Blocks**

<b>Lot # / Block on Draft Plan 16T-16501</b>	<b>Address</b>
Lot 1	252 O'Reilly Lane
Lot 2	254 O'Reilly Lane
Lot 3	256 O'Reilly Lane
Lot 4	258 O'Reilly Lane
Lot 5	260 O'Reilly Lane
Lot 6	264 O'Reilly Lane
Lot 7	266 O'Reilly Lane
Lot 8	268 O'Reilly Lane
Block 9	262 O'Reilly Lane

**23. Requirement for Blasting – N/A**

**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.

## **28. Cemetery Specifications**

The Owner AGREES that specifications related to fencing, gate, entrance, signage and any other applicable features are to the satisfaction of the City and in accordance with this Agreement.

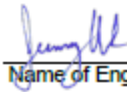
**SCHEDULE "D"**  
**SUMMARY OF ESTIMATED COSTS**

Schedule 'D' Subdivision Agreement

	Unit	Price (\$)	Quantity	Total Cost (\$)
<b>1 Site Preparation, Removals and Erosion Control</b>				
Insurance, Mobilization & Demobilization	LS	\$11,000.00	1.00	\$11,000.00
Heavy Duty Silt Fencing (219.130)	m	\$22.00	1348	\$29,856.00
Earth Excavation	m <sup>2</sup>	\$8.25	2465.00	\$20,336.25
Construction of Mud Mat	ea	\$4,400.00	1.00	\$4,400.00
Removals	LS	\$4,950.00	1.00	\$4,950.00
Topsail Strip & Stockpile	m <sup>3</sup>	\$7.15	11657.00	\$83,347.55
<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$153,689.80</b>
<b>2 Drainage Block 10 and Cemetery Block 9</b>				
Standartpark Ground Grid	m <sup>2</sup>	\$66.60	285	\$18,981.49
Granular Access Trail (200 mm Crushed Gravel)	m	\$27.50	95	\$2,612.50
Granular Access Trail (50 mm Granular 'A')	m	\$27.50	95	\$2,612.50
100mm dia. Perforated Subdrain c/w Clear Stone and Filter Cloth	m	\$41.25	100	\$4,125.00
Ditching	m	\$49.50	115	\$5,692.50
Topsail & Sod	m <sup>2</sup>	\$11.00	564	\$6,204.00
100-200mm dia. Rip-Rap c/w Filter Fabric	m <sup>2</sup>	\$60.50	90	\$5,445.00
Black Vinyl Chain Link Fencing	m	\$110.00	502	\$55,220.00
<b>Subtotal: Drainage Block 10 and Cemetery Block 9</b>				<b>\$100,892.99</b>
<b>3 Road</b>				
Permanent Street and Stop Signs	LS	\$550.00	6	\$3,300.00
Granular 'B' 300mm Depth	m <sup>2</sup>	\$12.65	3231	\$40,872.15
Granular 'A' 150mm Depth	m <sup>2</sup>	\$10.45	3231	\$33,763.95
HL8 Asphalt Binder Course 50mm Depth	t	\$11.55	3354	\$38,738.70
HL4 Asphalt Surface Course 40mm Depth	t	\$18.15	3354	\$60,875.10
Ditching	m	\$33.00	810	\$26,730.00
Topsail & Sod	m <sup>2</sup>	\$16.50	4938	\$81,477.00
Dead End Barrier and Signage	ea	\$4,194.30	1	\$4,194.30
Electrical Light Standards (Including: cable, conduit, and light standards)	ea	\$11,000.00	1	\$11,000.00
Streetscape Plan - Landscaping - Street Trees	LS	\$440.00	17	\$7,480.00
Cross Culvert (600mm dia. HDPE)	m	\$412.50	30	\$12,375.00
Driveway Culverts (375mm dia. HDPE)	m	\$330.00	147	\$48,510.00
100-200mm dia. Rip-Rap c/w Filter Fabric	m <sup>2</sup>	\$66.00	18	\$1,188.00
Ditch Obstruction	ea	\$440.00	2	\$880.00
Reinstate Existing Driveways	m <sup>2</sup>	\$84.40	252.9	\$21,345.52
Instate Private Agricultural Access	ea	\$81.65	43.6	\$3,560.07
<b>Subtotal: Road</b>				<b>\$396,289.79</b>

4		Legal Fees		
Miscellaneous Legal Fees (associated with review and registration)	LS	\$6,600.00	1	\$6,600.00
Subtotal: Legal Fees				\$6,600.00
<b>Subtotal (Items 1.0 - 8.0)</b>				<b>\$657,472.58</b>
5		Engineering and Contingency		
10% Contingency - Retained Until Registration of Assumption By-Law				\$85,747.28
7% Engineering				\$46,023.08
<b>*Subtotal</b>				<b>\$769,242.92</b>
H.S.T - 13%				\$100,001.58
City Rebate - 11.24%				\$86,462.90
<b>HST to be Paid</b>				<b>\$13,538.68</b>
<b>Total Construction Costs</b>				<b>\$782,781.60</b>
<b>*DAAP Fee: 4.5% of Subtotal - Pre H.S.T.</b>				<b>\$34,615.93</b>
6		Security		
Security inclusive of H.S.T.				
<b>Total of Security</b>				<b>\$782,781.60</b>

I certify these engineering costs to be the current estimated costs for the works proposed within the approved engineering drawings.


 \_\_\_\_\_  
 Name of Engineer  
 Director, Manager - Ottawa Office  
 \_\_\_\_\_  
 Title  
 May 16, 2024  
 \_\_\_\_\_  
 Date

### **SUMMARY OF ESTIMATED COSTS (continued)**

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$34,615.93. The Total of Security is \$782,781.60. The initial payment of \$25,105.28 has been submitted. Therefore the remainder fee owed is \$792,292.25.

**SCHEDULE "E"**

**LOT GRADING PLAN**

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

## **SCHEDULE "F"**

### **CONDITIONS OF DRAFT PLAN APPROVAL**

**The Corporation of the City of Kawartha Lakes granted draft plan approval on November 14, 2017 and such approval was subject to conditions on file with the City.**



## SCHEDULE "G"

### SPECIAL WARNINGS AND NOTICES

#### 1. General

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

#### a) Warning – Stormwater Management Facilities

The Purchaser/Grantee acknowledges that he or she is aware that the land within Block 10 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, \_\_\_\_\_ contains stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

#### b) Warning – Sump Pump and Check Valves

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and check valve that discharges at the surface on the exterior of the dwelling. The Purchaser/Grantee acknowledges and agrees that revising, modifying or failure to maintain these facilities will increase the risk of flooding of the basement. For further information contact:

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

#### c) Warning - Occupancy

Occupancy of any dwelling within this Subdivision is illegal unless an Occupancy Inspection has been conducted and an occupancy permit has been issued by the Chief Building Official or by a Building Inspector employed by the City. For further information contact:

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 Plan of Subdivision is subject to the

provisions of the Development Charges Act, as amended, and By-law No. 2019-184 as amended, and Council Policy CP2019-005.

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

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

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

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

**g) Notice - Swales**

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

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. The Purchaser/Grantee acknowledges that side or rear yard Lot swales, will exist on their Lot and will accept drainage from swales on adjacent Lots.

The Purchaser/Grantee of Lots 1 through 8, both inclusive, on Schedule “A-1” acknowledge that a side yard swale exists on their Lot. Swales less than 2% have a potential for standing water.

**h) Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that surrounding the Cemetery Block and Drainage Block (Blocks 9 and 10 respectively) a black vinyl chain link fence shall be installed as depicted on the drawings included in **Schedule “A-1”**. The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

**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 Subdivision Agreement are eligible for assumption under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Public

Services as shown on **Schedule “A-1”** and as further itemized in **Schedules “C” and “D”** of the Subdivision Agreement 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 subdivision lot grading has been certified by the Engineer and accepted by the City. The Purchaser/Grantee will be wholly responsible for the removal and any costs associated with removing any of the above listed construction activities.

**k) Warning - Agricultural Land**

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

**l) Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to an offsite community mailbox. located at the corner of the Boulder Street and O’Reilly Lane intersection in accordance with the Composite Utility Plan included in Schedule A-1.

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

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

**n) Warning – Tree Preservation Zone – N/A**

**o) Warning – Acoustic Barriers – N/A**

**p) Warning – Hydrogeological Report**

All new well construction shall be in accordance with the recommendations of the approved Hydrogeological Assessment Report prepared by Grace and Associates dated April 29, 2016 and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario shall be provided to the City.

All new wells shall be properly constructed, developed and water quality samples collected in accordance with Ontario Regulation 903 of the Ontario Water Resources Act. All wells shall be continuously cased through non-water yielding formations.

It is recommended that pumps be located near the principal water-bearing zones. In addition, wells should be located to maximize their mutual

separation distances and minimize potential interference. Well locations should also be selected to ensure that separation distances from sewage systems meet/exceed minimum standards.

Before a well water supply is used for potable purposes, a water sample shall be submitted to the local Health Department for bacteriological testing. Should bacteriological contamination be detected, the results should be discussed with the Health Department. Chlorination instructions and other general information on water wells are available from the Ministry of the Environment and/or the HKPR District Health Unit.

Groundwater heat pumps are not addressed in the report and therefore the use of groundwater heat pumps has not been approved as part of the development.

Should water treatment be desired, a specialist should be consulted to select and install the appropriate water treatment equipment.

Where possible, the sewage disposal systems should be constructed the maximum distance from the shoreline as considered reasonably possible. All sewage disposal systems shall be design in accordance with the Ontario Building Code & Guide for Sewage Systems, as updated, and best construction practices, for the proposed dwelling to be constructed on each of the subject lots.

**q) Warning – Streetlights**

The Purchaser/Grantee of any Lot or Block is advised that that there are no streetlights designed or proposed for this subdivision.

**r) Warning – Driveway Widths**

The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on **Schedule “A-1”** of the subdivision agreement. The Purchaser/Grantee of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.

**s) Warning – Boulevard**

The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City’s jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.

**t) Warning - Municipal Ditches**

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

**u) Warning – Good Housekeeping Practices**

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

**v) Warning – Noise By-Law**

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

**w) Warning Clause – Cemetery archaeological Findings**

The Purchaser/Grantee acknowledges that Block 9 of Plan 57M-\_\_\_\_\_ encompasses an historic Catholic cemetery/burial ground that has been identified by an Archaeological Assessment as having cultural heritage significance. The Bereavement Authority of Ontario (“BAO”) has directed to leave “in place” the cultural heritage resources within this Block. Block 9 of Plan 57M-\_\_\_\_\_ has been conveyed to the City of Kawartha Lakes as a cemetery, in accordance with requirements of the BAO.

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

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

**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER**

*To be inserted as available*