

Document General

Subdivision Agreement

Between

KING'S BAY LAND HOLDINGS LIMITED

and

The Corporation of the City of Kawartha Lakes

REDEVELOPMENT OF FORMER KING'S BAY GOLF AND  
COUNTRY CLUB  
16T- XXXXX

Dated as of , ~~2024~~2025

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CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, ~~2025~~<sup>3</sup>.

BETWEEN:

**KING'S BAY LAND HOLDINGS LIMITED**

("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 set out in Schedule "A" (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. File No.16T-XXXXX – D05-XXXX-XXX (the "Plan"), subject to conditions;

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

AND WHEREAS the Owner desires to develop the Development Lands in a single phase, to create 46 lots and \_\_13\_\_ blocks, together with associated streets and parklands, to accommodate construction of 46 dwelling units ~~and~~ on a portion of the Development Lands ("Phase 1");

AND WHEREAS the City has draft-approved the Plan on the condition, amongst others, that

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the Owner enter into a Subdivision Agreement with the City to satisfy all requirements, including financial, legal, engineering and other requirements, to the satisfaction of the City;

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

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

AND WHEREAS this Agreement applies to the lands described at **Schedule “A-3”**, and shown as Lots 1 to 46 inclusive, four Blocks for Open Space, being Blocks 47 to 50 inclusive, one Block for water protection and infrastructure, being Block 51, one Block for servicing, being Block 52, one Block for a future road right-of-way, being Block 53, two Blocks for fire storage tanks, being Blocks 54 to 55 inclusive, two Blocks for drainage, being Blocks 56 to 57 inclusive, two Blocks for a 0.3 metre reserve, being Blocks 58 and 59 and three Streets, being Streets A,B, and C, 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.

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## 1.1 PUBLIC SERVICES

### a) SERVICING

- i. ~~(i)~~ The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within thirty-six (36) 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~~their designate or equivalent. A paper copy and electronic copy (AutoCAD and pdf) of the approved engineering plans shall have been deposited with the Director prior to the execution of this Agreement by the City.
- ii. The Owner agrees to submit a sanitary servicing and water distribution design for the proposed development, prepared by a qualified professional in accordance with the applicable municipal and provincial standards and guidelines to the satisfaction of the City of Kawartha Lakes.
- iii. The Owner shall provide an addendum to the Water Supply Investigation Report by Golder dated February 2022 to confirm the capacity of the new well which has been constructed to provide firm capacity for the existing and proposed subdivision.
- iv. The Owner agrees to provide two independent water supply points for adequate redundancy and looping for domestic purposes. All restoration will be the responsibility of the Owner, to the satisfaction of the City.
- v. The Owner agrees to design, construct and provide ongoing monitoring, entirely at their expense, including any required permitting, agency approvals, infrastructure, infrastructure improvements, testing, for the municipal water supply, water treatment and wastewater treatment systems, as required by the engineering design and to the satisfaction of the City, to ensure adequate capacity, quality treatment and outlet conditions, until Assumption.
- vi. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for sanitary drainage. The Owner agrees that each of the approved lots will be connected to the City's municipal water, sanitary systems, and

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storm to the satisfaction of the City.

vii. The Owner agrees to the decommissioning and/or abandonment of all applicable wells shall be completed by the Owner, entirely at their expense, through a qualified professional to the satisfaction of the City and in accordance with provincial standards and guidelines.

viii. ~~(ii)~~The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision. The Owner agrees to regular updates to the construction management plan to confirm the construction activities, development process and timelines, and milestones for inspection.

ix. The Owner agrees to have the Schedule "A-1" subdivision agreement engineering drawings available for review by all potential homeowners.

x. A Legal and Topographic survey, current to the existing conditions, is included at Schedule "A-1".

xi. The Owner agrees to provide any access to wells and other infrastructure that are proposed to be assumed by the City shall be provided by the Owner to the satisfaction of the City.

xii. The Owner shall obtain an amendment to the Municipal Drinking Water License (MDWL) and the Drinking Water Works Permit (DWWP) for the proposed water main expansion.

## 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 SCS Consulting Group Ltd. (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director, which shall not be unreasonably withheld or delayed. The Engineer shall provide a reference letter outlining relevant experience in municipal engineering design which will be kept on file with the City. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the ~~Engineer~~Engineers, as provided in **Schedule "I"** with

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respect to the work being done under the Engineer's supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all of the Public Services may be provided. ~~The~~Subject to the replacement of the Engineer in accordance with the above, the Engineer shall continue to be retained by the Owner, until all requirements of this Agreement have been completed to the satisfaction of the Director, and until the Engineer confirms and certifies, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the approved 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 and inform the City of milestones for inspection. 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, but only after the City has first delivered a written notice to the Developer setting out any details as to the lack of supervision (the "Issues") and providing the Developer the next 7 calendar days thereafter to rectify any such Issues and the Developer failing to have rectified the Issues within that time.

#### 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, which approval shall not be unreasonably withheld or delayed. Notwithstanding this, contractors engaged to grade, topsoil and sod the boulevards and those engaged to construct and pave driveway aprons prior to the assumption of the roads need not be approved by the Director subject to such work being certified by the Engineer.

Unless or until the Owner engages its contractors to do so, as approved by the Director, as set out above, the City reserves the right to employ its own contractor for any works, the cost of which is partially or completely paid for by the City, provided no such City-employed contractor shall increase the costs of such works or delay the performance of such works.

#### d) INSTALLATION

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

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In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.1a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Lands and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, including all sediment and erosion controls, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

The Owner and Engineer acknowledge that the time to place the top course asphalt shall be no longer than three years following the placement of the base asphalt. No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All deficiencies within the road right-of-way must be rectified and the stormwater management facilities will be restored to condition matching original design prior to the issuance of the permission letter. All roads under construction within the Plan of Subdivision must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City and use of roads and sidewalks is 'at your own risk'. The signs will not be removed until such time as the assumption by-law is passed.

Engineering drawings showing as constructed (Record/As-Built) information for all Public Services installed, in electronic AutoCAD, pdf and hard copy are required to be submitted to the City for Acceptance and Substantial Completion of the applicable Public Services and residential occupancy. The Owner will be responsible for executing all locates of Public Services, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record drawings.

#### e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.1h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of the Director, do all acts and things as are required by the Director, acting reasonably, to rectify the condition within the timeframe requested by the Director, acting reasonably.

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

#### f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

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

- i. An electronic copy (AutoCAD and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii. A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii. A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are, subject to statutory lien holdbacks pursuant to the *Construction Act*, 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~~their designate as the case may be, and that the rough grading of the Lands has been completed to provide the proper outlet for the major design storm, including completion of the functional stormwater management facility. The certification should include confirmation that all deficiencies in the water and

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sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems.

Notwithstanding anything in this Agreement to the contrary, for the purposes of this section, those matters listed on **Schedule "A-1"** as numbers 41-54 shall be excluded from the definition of "Public Services" for the purposes of permitting occupancy.

#### g) MAINTENANCE

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

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

#### h) ASSUMPTION

Upon completion of the maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required to confirm the installation and implementation of the approved detailed engineering design have been completed to the City's approved guidelines and all provincial and federal standards, and:

- i. to clean all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii. to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii. to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv. to complete the installation of pavement markings;
- v. to rectify, clean out, and repair damages to the stormwater management facilities, and

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- to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vi. to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii. to make all plant material replacements.

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

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.h) above to the satisfaction of the Director. In addition, the Director will be satisfied that the following have been received:

- i. a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings and as per the approved design are constructed, are landscaped, are operational, and are functioning;
- ii. a certificate from the Engineer stating that all water and sanitary servicing has been constructed in conformance with the approved engineering design and further that all water and sanitary servicing are operational and are functional;
- iii. a certificate from the Engineer confirming that the roads are constructed in conformance with the approved engineering design and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- iv. a certificate from an Ontario Land Surveyor certifying that ~~he or she has~~they have confirmed the areas and frontage of all lots and blocks in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- v. a certificate executed by the Engineer, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision, certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible;
- vi. the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks ~~approval~~Consolidated Linear Infrastructure Environmental Compliance Approval;

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- vii. confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- viii. Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- ix. a listing of assets to be assumed by the City, in a format acceptable to the City; and
- x. a statutory declaration confirming all payments have been made, as per the City's template.

#### j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the Owner shall request that City Council pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

No action of the City, by way of repair to Public Services, maintenance, use of or connection to Public Services, snow removal from roadways, operation of street lighting system or any other use or action shall be construed as assumption of the affected Public Services, and no ownership shall vest with the City and no assumption shall be construed until the Assumption By-law is passed by City Council.

#### k) LIABILITY – INDEMNITY AND INSURANCE

##### i. INDEMNITY

The Owner on behalf of 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

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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, breach of contract, misfeasance, non-feasance or malfeasance, 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 breach of contract, misfeasance, non-feasance or malfeasance, 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;

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- 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.
- 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,

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- 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.

iii. CURRENT CLAIMS

For greater certainty, the parties acknowledge and agree that the Owners claim against the City bearing Court File No. CV-24-00000024-0000 did not arise from or in connection with this Agreement and the indemnity provided herein shall not affect the Owners right to continue said claim.

**2. CLEARANCE OF BUILDING LOTS**

The owner agrees that except for the purpose of constructing a model home, no building permit will be requested for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition. All lots and blocks will be developed in accordance with the approved engineering design for the subdivision. The building permit applicant for each lot shall submit individual lot grading plans and receive approval from the City prior to the issuance of a building permit.

The Owner shall not make an application for occupancy of any lots until,

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a) all services and utilities that are required to service the building have been constructed, including, that water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;

b) the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Conservation Authority, where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due;

c) [Not Applicable]

d) ~~e)~~ This Agreement has been registered on title;

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

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

g) The Owner shall agree in the Subdivision Agreement to establish a homeowners' manual to the satisfaction of the City, which shall be provided with all Purchase and Sale Agreements. This manual shall provide, among other things:

a. The method of stormwater drainage within the subdivision and significance of maintaining existing grades and drainage flows;

b. The importance of natural features protection including the use of native species for property landscaping and general environmental stewardship; and,

c. The homeowners' manual shall also contain information regarding normal farm practices.

## 2.1 PHASING

a) The Owner specifically acknowledges that the Plan is as set out in **Schedule "A-2"** attached hereto and forming part of this Agreement. Should the Owner require, prior to final approval of the Plan, any revisions to the Plan, then the Owner specifically acknowledges that such requests, if

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granted, shall require an amendment to this Agreement. Should the Owner request any amendments to the Conditions of Draft Approval, attached hereto as **Schedule “F”**, the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement.

b) [\[Not Applicable\]](#)

c) [\[Not Applicable\]](#)

d) [\[Not Applicable\]](#)

e) [\[Not Applicable\]](#)

## 2.2 SERVICING ALLOCATION

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

## 2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that servicing the Plan commence within one (1) year and be completed within five (5) years of the date of this Agreement [or servicing allocation is, whichever occurs later](#), 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.

[All lots or blocks to be left vacant, for a period of time longer than twelve \(12\) months, shall be graded, seeded, maintained, signed and fenced by the Owner, as required, to confirm compliance with City Property Standards By-Laws. For greater certainty, dumping and trespassing shall be prohibited thereon.](#)

## ~~3.~~ 3. LAND FOR MUNICIPAL PURPOSES

a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all

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encumbrances such as easements and Blocks as are set out in **Schedule “B”** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan.

b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on **Schedule “A-3”** hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.

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

d) The Owner further COVENANTS AND AGREES that any portion of the Lands conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of any portion of the Development Lands herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under **Schedule “B”** of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner’s expense.

e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.

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

g) Prior to the issuance of the first building permit for the construction of a new home on any Lot within the Plan and provided that, by so doing, the construction of a new home to the maximum area as defined in the zoning by-laws is not adversely affected thereby, the Owner AGREES to grant, at its expense, such further easements and right-of-ways as may be required for the installation and supply of the Public Services, including those easements and right-of-ways which the Director may establish

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as necessary during construction and prior to Assumption, and any such additional easements and right-of-ways shall thereafter be deemed to have been set out in **Schedule “B”**.

h) The Owner agrees to convey the servicing infrastructure and as shown on the draft plan- Schedule 'B' of the Subdivision Agreement. Such land shall be free and clear of all encumbrances.

i) The Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, and road widenings, and as shown on the draft plan as contained in Schedule 'NTD' of this Agreement. Such land is to be free and clear of all encumbrances and shall be dedicated as public highways.

#### **4. ~~LOT GRADING~~ LAND TO BE RETAINED BY THE OWNER**

Not Applicable.

#### **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 Plan, 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

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circumstance arise which was not properly taken into account by the Owner's Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) The Owner shall submit lot grading and drainage plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block within the Plan. 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~~certifying 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 except as altered or amended pursuant to section (e) above 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

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buildings as shown on the plans and drawings for which a Building Permit has been applied.

f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading and Drainage Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading and Drainage Plan and issue a Certificate ~~in accordance with Section~~.

~~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) [\[Not Applicable\]](#)

gh) The Owner agrees to maintain and to post a copy of the overall Lot Grading Plan in any home sales office ~~and~~ [online](#) for prospective buyers to view.

[i\) The Owner agrees that prior to any construction or earthworks, the Owner shall complete a water well survey of private wells, to the satisfaction of the City.](#)

## **56. PAYMENT OF TAXES**

a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.

b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the Development Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being developed have been assessed and entered on the collector's roll. Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

## **7. ~~6.~~ 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. ~~7.~~ DEFAULT**

a) The Owner shall be in default of this Agreement if the Owner fails to install the Public Services

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in compliance with the approved drawings and within the time schedule agreed upon in this Agreement, or if the Owner:

- i. is not diligently completing the Public Services within the specified time, and/or;
- ii. fails to provide the annual update to the City, including the construction management plan, communication plan, and confirmation of securities, and/or;
- iii. neglects or abandons the Public Services prior to completion, and/or;
- iv. has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
- v. is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
- vi. is not constructing the Public Services in compliance with the Director's approved 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 twenty (20) 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.

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## 9. FINANCIAL ARRANGEMENTS

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

a) The Owner at ~~his or her~~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~~it 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;
- 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, it must automatically renew unless the City is notified~~ at least ~~thirty~~ninety (~~30~~90) days prior to the date of expiry ~~by an irrevocable letter of renewal or replacement letter of credit in such form and on such~~

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~~terms acceptable to the City's Treasurer, and~~ the City ~~may~~must be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; ~~and~~

v. Letters of credit must be issued by Canadian banking institutions with a branch office in Ontario; and

vi. ~~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

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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 ~~the~~ [the City](#) 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 M-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. 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:

<del>2023</del> 2025 Residential Dwelling Unit Type	Single- or Semi-Detached	Row or Multiple	Apartment : Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision					
Health and Social					
Airport					

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

~~It is acknowledged, however, that the Owner has applied to the City for a deferral of Development~~

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~~Charges whereby the payment of the Development Charges in respect of each dwelling unit within the development would be deferred to time of **Occupancy** of the same. Whereas the City has determined the Owner to be eligible for a deferral of the Development Charges, the City has resolved to grant the requested deferral in accordance with By Law 2019-184 and Council Policy CP2019-005, as amended or replaced from time to time.~~

~~Accordingly, the Development Charges in respect of each dwelling unit within the development are due upon and as condition of, issuance of a permit for **Occupancy** of the same, by the Chief Building Official, rather than at the time of the issuance of a building permit, subject to the following conditions:~~

- ~~i. On the 3<sup>rd</sup> anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;~~
- ~~ii. Payments of Development Charges shall be determined by the Chief Building Official in accordance with the Development Charge rates in effect at the time payment is made;~~
- ~~iii. The Owner may make a full, but not a partial, payment of Development Charges in respect of a dwelling unit prior to when the payment is due;~~
- ~~iv. The Owner agrees it is solely responsible for ensuring timely payment of Development Charges and that late payments of Development Charges are subject to an interest rate of 5.00% per annum until they are finally received or recovered from the Owner by the City;~~
- ~~v. The Owner shall forthwith reimburse the City, upon demand by the City Solicitor, for all legal, administrative and other costs to the City of recovering late payments of Development Charges from the Owner;~~
- ~~vi. The Development Charges and other financial obligations of the Owner to the City arising from the deferral of the Development Charges remain owing to the City until they are settled to the City's satisfaction;~~
- ~~vii. Notwithstanding any other provision of this Agreement, at such time any financial security provided by the Owner to the City pursuant to this Agreement shall no longer be required for its original purpose, it shall thereafter be kept in force for a period satisfactory to the City to secure outstanding Development Charges, and, upon renewal from time to time, shall be adjusted to the value of the outstanding Development Charges in accordance with the Development Charge rates then in effect, plus any additional financial obligations of the~~

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~~Owner to the City arising from the deferral of the Development Charges, subject to truncation of the financial security at its original value;~~

~~viii. Should the Owner fall into default of any financial obligation to the City arising from the deferral of the Development Charges, the City may recover the outstanding financial obligation, in whole or in part, from the Owner by drawing upon any available financial security provided to the City by the Owner and or by collecting the outstanding financial obligation from the Owner in the same manner as property taxes; and~~

~~ix. The foregoing conditions shall not be interpreted or construed so as to limit any of the rights, prerogatives or powers of the City or remedies or recourse available to the City.~~

## 10. NOTIFICATION

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

### Owner: King's Bay Golf Club Limited

**Name** Mario Giampietri  
**Address:** 3190 Steeles Avenue East, Suite 300  
Markham, ON L3R 1G9  
**Phone:** 905-413-7167

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**Email:** mariog@geranium.com

### Legal Counsel: Loopstra Nixon LLP

**Name** Steven C Ferri  
**Address:** 135 Queens Plate Drive, Suite 600  
Markham, ON L3R 1G9

**Phone:** 416-748-4752

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**Email:** sferr@LN.Law

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**Engineering Consultant: SCS Consulting Group Ltd.**

**Name**            **Steve Schaefer**

**Address:**    **30 Centurian Drive**  
**Suite 100**  
**Markham, ON L3R 8B8**

**Phone:**        **905-475-1900**

**Email:**         **sschaefer@scsconsultinggroup.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 all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

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

**12. HYDROGEOLOGICAL REPORT**

*~~Details of the report to be inserted by the Owner's Engineer~~*

The Owner AGREES to implement the recommendations as outlined in the Geotechnical and Hydrogeological Investigations dated December 20, 2021 and Supplementary Hydrogeological Assessment dated July 3, 2024.

**13. EMERGENCY ACCESS ROUTE / WALKWAY**

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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 Stub Road and Southcrest Drive.

The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development.

#### **15. ZONING**

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

LOT OR BLOCK	ZONE

#### **16. CONSTRUCTION & SOIL USE**

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

- a) That all streets abutting on the Lands to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored in a timely manner 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

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assessment by an engineer appointed upon mutual consent of the City and the Owner and at the sole cost of the Owner shall form the basis of comparison.

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

c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement. If topsoil is required from offsite, [or if topsoil from the site is to be removed from the site](#), the Owner is entirely responsible for compliance with the Excess Soil Guidelines of Ontario Regulation 406/19 to the Environmental Protection Act. [The Owner shall provide the City with a copy of the Qualified Person’s report, confirming compliance with the Excess Soil Guidelines.](#)

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

## **17. REGISTERED PLAN**

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

(b) The Owner shall supply a “mylar” copy of 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. 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.

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

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

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

The City has required that all primary and secondary electrical services for the Plan of Subdivision be designed and installed underground.

The Owner and/or Building Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within the Plan.

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

## **20. TREE MANAGEMENT AND STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

- a) design the subdivision street layout after having regard to the preservation of the maximum number of mature trees on the property. [To this end, the Owner will hire a certified Arborist to survey the location of all mature, healthy, native trees on the property prior to finalizing the streetscape plan, and will provide this report to the City;](#)
- b) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- c) commit to best efforts to ensure all trees are planted within the landscape architect recommended planting season and to be planted prior to surface asphalt placement;

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- d) provide security in an amount shown in **Schedule “D”** to the City to ensure compliance with the street tree planting requirements for this Agreement;
- e) plant trees having a minimum caliper of sixty millimeters (60mm);
- f) coordinate the approved landscape plan with the approved utility plan;
- g) Provide a comprehensive Streetscaping Plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping at a minimum equivalent to 2 trees/residential unit, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City, as included at **Schedule 'A-1'**; and
- h) ~~g)~~ maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view; and display a map on the wall of the sales office and/or electronically available in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development including the location of all Community Mail Boxes within the development.

## **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 ~~the first~~ final occupancy permit.
- b) The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the first issuance of ~~the first~~ final occupancy permit.

## **22. MODEL HOME**

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling as approved by the City.
- b) The Owner COVENANTS AND AGREES that ~~he~~ it or ~~his~~ its agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the

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satisfaction of and at no expense to the City, the following:

- i. off-street granular parking facilities detailed in the Model Home Plan and access driveway;
  - ii. facilities for the lighting of the said Lot and the building or structure to be erected thereon;
  - iii. walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
  - iv. facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and
  - v. grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.
- d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.
- e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

**23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD AND  
~~PETERBOROUGH~~PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND CLARINGTON  
CATHOLIC DISTRICT SCHOOL BOARD**

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside within the Plan 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

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Department, and further AGREES that it will itself comply with this policy.

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

- i. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
- ii. A firebreak may contain the following:
  - a. A completed foundation and first floor platform constructed under authority of a building permit, or
  - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.
- iii. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
- iv. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
- v. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
  - a. 6th single house lot, and
  - b. 3rd semi-detached house block.
- vi. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
- vii. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
- viii. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
- ix. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
- x. At the Chief Building Official's discretion, all matters with respect to fire breaks, that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.
- xi. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.

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

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erected upon completion of the road base and/or curbing.

## **25. BELL CANADA, ROGERS, NEXICOM and COGECO REQUIREMENTS**

- a) Prior to the issuance of Building Permits, the Owner AGREES that the telecommunication providers which may include Bell Canada, Rogers, Nexicom, and Cogeco shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with **Bell Canada for any Bell Canada facilities** the telecommunication providers serving the Plan which are required to be installed underground.
- b) The Owner further AGREES to grant Bell Canada, Rogers, Nexicom, and Cogeco any easements that may be required for telecommunication services.
- c) The Owner further AGREES that if there are any conflicts with existing Bell Canada, Rogers, Nexicom, and Cogeco facilities or easements, the Owner shall be responsible for re-arrangements or relocation.
- d) The Owner further AGREES to advise any telecommunications service provider intending to locate within a municipal right-of-way, that they may be required to apply for Municipal Consent with the City, and to satisfy all conditions, financial and otherwise, of the City.

## **26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

The Owner shall grade all boulevards to final pre-topsoil subgrade prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas.

The Owner agrees to grant Enbridge Gas Inc. any easement that may be required for gas infrastructure to service the subdivision.

## **27. ARCHAEOLOGICAL FINDS**

- i. The Owner AGREES that it, or its agents, builders or contractors shall immediately cease work and notify the Ministry of Tourism, Culture and Sport, of any discovery of any archaeological resources, including but not limited to artifacts or burials, during development and housing construction.
- ii. The Owner further AGREES that if during construction any archaeological or cultural heritage resources (including human remains) are found, that all work shall cease and the Ministry of Tourism Culture and Sport be notified and only commenced with the Ministry's concurrence.

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- iii. The Owner acknowledges that the Project Area corresponds to the limits of the development application as identified in the Stage 2 Archaeological Assessment prepared by WSP. Only the parts of the Project Area that are proposed to be disturbed were subject to Archeological Assessment completed by WSP. The Owner agrees that the parts of the Project Area that were not subject to archaeological assessment will require archaeological assessment prior to any proposed impacts, disturbance or development.
- iv. The Owner agrees that should development be proposed in the future on any part of unassessed lands, a Stage 2 archaeological assessment must be completed and submitted and accepted by the Ministry of Ministry of Citizenship and Multiculturalism prior to ground disturbance activities. The future Stage 2 archaeological assessment is to include the following:
- Engagement with the applicable local Indigenous Community as required to advise them of the commencement of the Stage 2 archeological assessment.
  - Following the Stage 1 archaeological assessment recommendations, the parts of the subject property that retain archaeological potential must be subject to test pit survey at 5 m intervals following Section 2.1.2 of the Standards and Guidelines for Consultant Archaeologists (MHSTCI 2011).
  - Given the presence of previously identified archaeological sites, intensified test pit survey at 2.5 metres is recommended for those site areas (BbGr 10-13, BbGr 27-35) to confirm if there is any possibility that all or part of the archaeological sites may still be present.
  - Mapping which indicates the assessed and unassessed areas of the subject property is included as Schedule J of this Subdivision Agreement (Map of Areas of Archeological Concern prepared by WSP).
- v. Twelve archaeological sites identified by York North Archaeological Services (YNAS) in 1996 are located within the project area lands, south of the area that will be subject to development. These sites include BbGr-10, 12, 13, 27, 28, 29, 30, 31, 32, 33, 34, 35.
- vi. It has been recommended that there is further cultural heritage value or interest for each of the archaeological sites identified above. Further details regarding the locations and recommendations for those areas of further cultural heritage value or interest can be found in

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York North Archaeological Services Report titled “Stage I-II AA of the Proposed Site of the Quorum Development Corporation Inc. Near Seagrave, on Lake Scugog” under Permit CIF-1994-044 on file with the MCM and entered into the Ontario Public Register of Reports.

- vii. The Owner agrees that there shall be no alteration, excavation, disturbance, interference with, destruction, removal or modification of the land or the soil situated within the Lands by any person other than by prior agreement with the Ministry of Citizenship and Multiculturalism.
- viii. The Owner agrees that under section 48(3) of the Ontario Heritage Act, the restriction on alteration or the removal of an artifact or other physical evidence of past human use activity from the archaeological site will no longer apply when a licensee has completed archaeological fieldwork, within the meaning of the regulations, on the archaeological site and an archaeological report has been provided to the Minister stating that the archaeological site has no further cultural heritage value or interest and the report is entered into the Ontario Public Register of Archaeological Reports.
- ix. The owners agrees that any alterations or soil disturbance to an archaeological site prior to having met the requirements of Section 48(3) is an offence subject to penalty under Section 69(1) of the Ontario Heritage Act.
- x. The Owner acknowledges and agrees that any application to amend the terms of this Agreement with respect to the unexcavated part of the archaeological site or any application to remove the Agreement from title to the Property will require the approval and consent of the Ministry of Citizenship and Multiculturalism.

## **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 **LakesRegion** 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 Plan;
  - ii. the entire drainage conditions, the outlet and outfall design, and the decommissioning of the existing ponds subject to confirming the detailed design for stormwater management, drainage, outlet and outfall, including the decommissioning of the existing ponds;

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- iii. ~~ii.~~ the anticipated impact of the Plan on water quality, water balance, and phosphorus control, as it relates to the receiving water body;
- iv. ~~iii.~~ the means by which the stormwater management design for the Plan mitigates impacts to the downstream fish and fish habitat once adequate protective measures have been taken;
- v. ~~iv.~~ the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- vi. ~~v.~~ the site soil conditions, including grain size distribution profiles; and,
- vii. ~~vi.~~ a site grading plan.

b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha ~~Lakes~~Region Conservation Authority and the City.

c) The Owner covenants that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, in compliance with all provincial and municipal guidelines and standards

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

e) The Owner agrees to apply to Kawartha Region Conservation Authority separately for any permits for works which are situated within Kawartha Conservation's regulated area.

f) The Owner agrees that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the City.

## 29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

NOT APPLICABLE.

b) UPGRADES TO EXISTING SANITARY SEWER

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

NOT APPLICABLE.

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### 30. OTHER UPGRADES

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

The Owner agrees to design and implement the recommendations as outlined within Technical Memorandum King's Bay Water and Sewage Systems Review dated January 2025 and prepared by TYLIN.

The Owner agrees to provide a detailed design of the redundancy upgrade for the wastewater treatment plant to the satisfaction of the City of Kawartha Lakes prior to the issuance of the 19<sup>th</sup> building permit.

The Owner agrees to design, construct and provide ongoing monitoring, entirely at their expense, including any required permitting, agency approvals, infrastructure, infrastructure improvements, testing, for the municipal water supply, water treatment and wastewater treatment systems, as required by the engineering design and to the satisfaction of the City, to ensure adequate capacity, quality treatment and outlet conditions, until Assumption.

Occupancy of more than eighteen (18) units in the Plan shall be prohibited until such time as the redundancy upgrades to the wastewater treatment plant are constructed and commissioned.

The Owner shall re-evaluate the Sewage Treatment Plant's operation during the detailed design stage, prior to registration, following the replacement of the rotating biological contactors (RBC) and once updated effluent data is received.

The Owner shall provide a separate and specific Construction Management Plan, prepared in coordination with the City's Water/Wastewater Division and system operating agency, for the construction, commissioning, implementation, ongoing monitoring of new municipal water and wastewater treatment and distribution system infrastructure and connections to each existing water and wastewater municipal treatment and distribution system, to the satisfaction of the City.

### 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 5% of the appraised value of the Land exclusive of any land to be conveyed to the City, including the lands set out in Schedule "B", in accordance with condition 14. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was

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given by Ontario Land ~~tribuna~~Tribunal. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \_\_\_\_\_ (\$\*\*\*,\*\*\*.\*\*\*) based on the appraisal of the entire draft approved plan dated June 21 2024.

### **32. SCHEDULES**

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

- Schedule “A” – Description of Development Lands (attached)
- Schedule “A-1” – Engineering Drawings (Complete Set & Electronic CD)  
To be on file with the City of Kawartha Lakes
- Schedule “A-2” - Draft Plan of Subdivision
- Schedule “A-3” - Draft M-Plan for Lands
- Schedule “B” – Land for Municipal Purposes (attached)
- Schedule “B-1” – Plan of Easements
- Schedule “C” – Specifications and Standards (attached)
- Schedule “D” – Summary of Estimated Costs (attached)
- Schedule “E” – Lot Grading Plan (on file with City)
- Schedule “F” – Conditions of Draft Plan Approval (attached)
- Schedule “G” – Special Warnings and Notices (attached)
- Schedule “H” – Composite Utility Plan (on file with the City)
- Schedule “I” - Letter of Undertaking (attached)

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

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

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

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#### **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.

The parties agree that the engineering design has provided sufficient buffers to all source wells to the satisfaction of the City.

The Owner agrees to construct fencing around new well infrastructure within Block 51 Water Production and Infrastructure to ensure security of this new infrastructure and to the satisfaction of the City.

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

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of **Schedule “C”** Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with **Schedule “G”** Item 1I) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

The Owner agrees that prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

#### **36. MINISTRY OF TRANSPORTATION REQUIREMENTS**

[Not Applicable]

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

[Not Applicable]

#### **38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS**

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

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- a) Municipal Sewage Collection System (Sanitary): **141-W601**
- b) Stormwater Management System (including storm sewers): **141-S701**
- c) Drinking Water Works Permit: ~~141-220~~141-119

### **39. OTHER APPROVING AGENCY**

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

### **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.~~

### **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 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*.

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c) In the event that the Plan of Subdivision has not been registered within thirty (30) days from the date that final approval the Plan 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), unless those are replaced by the transferee, to the satisfaction of the City, acting reasonably and without delay. At the time of release of securities, the City will release the security to the then 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.

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THE CORPORATION OF THE CITY OF KAWARTHA LAKES

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Owner's Name:~~

Mario Giampetri:

\_\_\_\_\_  
Date

Title:

*I have the authority to bind the Corporation.*

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## SCHEDULE "A"

### DESCRIPTION of the LAND

***Legal description of the Land shall be inserted.***

**Subdivision File No.: 16T-\_\_\_\_\_**

**Name of Subdivision:\_\_\_\_\_**

**Legal Description:**

**Part of Blocks 107, 108 and 112 and all of Blocks 111, 113 and 114, Plan 57M-747, City of Kawartha Lakes**

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## SCHEDULE “A-1”

### ENGINEERING DRAWINGS

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

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

#### Drawing List:

##### Topographic Survey and Existing Plan of Subdivision

- |   |                 |
|---|-----------------|
| <u>1. Topographic Survey prepared by RPE</u>                                  | <u>May 2023</u> |
| <u>2. Plan of Subdivision Plan # 57M-747 prepared by H.F.Grander Co. Ltd.</u> | <u>May 2000</u> |

##### Civil Drawings (SCS Consulting Group)

- |  |                    |
|--|--------------------|
| <u>3. Cover Sheet</u>  | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>4. Drawing No. 100 - General Notes and Orientation Plan</u>         | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>5. Drawing No. 101 – General Plan 1</u>                             | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>6. Drawing No. 102 – General Plan 2</u>                             | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>7. Drawing No. 103 – General Plan 3</u>                             | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>8. Drawing No. 201 – Storm Drainage Plan 1</u>                      | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>9. Drawing No. 202 – Storm Drainage Plan 2</u>                      | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>10. Drawing No. 203 – Storm Drainage Plan 3</u>                     | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>11. Drawing No. 301 – Sanitary Drainage Plan 1</u>                  |                    |
| <del>October 2024</del> <u>February 2025</u>                           |                    |
| <u>12. Drawing No. 302 – Sanitary Drainage Plan 2</u>                  |                    |
| <del>October 2024</del> <u>February 2025</u>                           |                    |
| <u>13. Drawing No. 303 – Sanitary Drainage Plan 3</u>                  |                    |
| <del>October 2024</del> <u>February 2025</u>                           |                    |
| <u>14. Drawing No. 401 – Stub Road Sta. 0+900 to Sta. 1+040</u>        | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>15. Drawing No. 402 – Southcrest Drive Sta. 0+980 to Sta. 1+160</u> | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |
| <u>16. Drawing No. 403 – Southcrest Drive Sta. 1+140 to Sta. 1+680</u> | <del>October</del> |
| <del>2024</del> <u>February 2025</u>                                   |                    |

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<a href="#">17.</a> <a href="#">Drawing No. 404 – Street A</a> <del>2024</del> <a href="#">February 2025</a>	Sta. 0+000 to Sta. 1+000	<del>October</del>
<a href="#">18.</a> <a href="#">Drawing No. 405 – Street B</a> <del>2024</del> <a href="#">February 2025</a>	Sta. 0+720 to Sta. 0+860	<del>October</del>
<a href="#">19.</a> <a href="#">Drawing No. 406 – Street B</a> <del>2024</del> <a href="#">February 2025</a>	Sta. 0+860 to Sta. 1+000	<del>October</del>
<a href="#">20.</a> <a href="#">Drawing No. 407 – Street C</a> <del>2024</del> <a href="#">February 2025</a>	Sta. 0+680 to Sta. 0+820	<del>October</del>
<a href="#">21.</a> <a href="#">Drawing No. 408 – Street C</a> <del>2024</del> <a href="#">February 2025</a>	Sta. 0+820 to Sta. 1+000	<del>October</del>
<a href="#">22.</a> <a href="#">Drawing No. 501 – Grading Plan 1</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">23.</a> <a href="#">Drawing No. 502 – Grading Plan 2</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">24.</a> <a href="#">Drawing No. 503 – Grading Plan 3</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">25.</a> <a href="#">Drawing No. 504 – Grading Plan 4</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">26.</a> <a href="#">Drawing No. 505 – Grading Plan 5</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">27.</a> <a href="#">Drawing No. 506 – Grading Plan 6</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">28.</a> <a href="#">Drawing No. 701 – Erosion and Sediment Control Plan 1</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">29.</a> <a href="#">Drawing No. 702 – Erosion and Sediment Control Plan 2</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">30.</a> <a href="#">Drawing No. 703 – Erosion and Sediment Control Plan 3</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">31.</a> <a href="#">Drawing No. 704 – Erosion and Sediment Control Details</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">32.</a> <a href="#">Drawing No. 801 – Composite Utility Plan 1</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">33.</a> <a href="#">Drawing No. 802 – Composite Utility Plan 2</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">34.</a> <a href="#">Drawing No. 803 – Composite Utility Plan 3</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">35.</a> <a href="#">Drawing No. 804 – Composite Utility Plan 4</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">36.</a> <a href="#">Drawing No. 805 – Composite Utility Plan 5</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">37.</a> <a href="#">Drawing No. 806 – Composite Utility Plan 6</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">38.</a> <a href="#">Drawing No. 901 – Details Plan 1</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>
<a href="#">39.</a> <a href="#">Drawing No. 902 – Details Plan 2</a> <a href="#">February 2025</a>		<del>October</del> 2024
<a href="#">40.</a> <a href="#">Drawing No. 903 – Details Plan 3</a> <a href="#">February 2025</a>		<del>October</del> 2024
<a href="#">41.</a> <a href="#">Drawing No. 1101 – Design Sheets – Storm (5 Year)</a> <del>2024</del> <a href="#">February 2025</a>		<del>October</del>

*[Link-to-previous setting changed from on in original to off in modified.]*

*[Link-to-previous setting changed from on in original to off in modified.]*

[42.](#) Drawing No. 1102 – Design Sheets – Sanitary  
[February 2025](#)

~~October 2024~~

Tank & Valve Chamber Water Storage and Well Monitoring Design (~~TYLin~~TYLIN)

[43.](#) [Cover Sheet](#)

[August 2024](#)

[44.](#) Drawing No. G-101 – Tank & Valve Chamber

August 2024

[45.](#) Drawing No. G-102 – Proposed Connection to Water Distribution Chamber

August 2024

[46.](#) Drawing No. G-103 – Proposed Well Design

August 2024

[47.](#) Drawing No. G-301 – Section A & B

August 2024

[48.](#) Drawing No. G-302 – Section C & D

August 2024

Landscape Drawings (Schollen & Company Inc.)

[49.](#) Drawing No. L0 – Cover Sheet

~~November 2024~~

[February 2025](#)

[50.](#) Drawing No. L1 – Landscape Plan - Area 1

~~November 2024~~

[February 2025](#)

[51.](#) Drawing No. L2 – Landscape Plan - Area 2

~~November 2024~~

[February 2025](#)

[52.](#) Drawing No. L3 – Landscape Plan - Area 3

~~November 2024~~

[February 2025](#)

[53.](#) Drawing No. L4 – Landscape Plan - Area 4

~~November 2024~~

[February 2025](#)

[54.](#) Drawing No. L5 – Landscape Plan - Area 5

~~November 2024~~

[February 2025](#)

[55.](#) Drawing No. LD1 – Landscape Details

~~November 2024~~

[February 2025](#)

*[Link-to-previous setting changed from on in original to off in modified.]*



DRAFT

**SCHEDULE "A-2"**

**DRAFT PLAN OF SUBDIVISION**

Subdivision File No.: 16T-\_\_\_\_\_

Name of Subdivision: \_\_\_\_\_

The Draft Plan consists of 46 residential Lots and Blocks, permitting a total of 46 residential units (46 single detached), together with the following non-residential components:

1. Four Open Space Block(s);
2. One Water Production / Infrastructure Block
3. One Servicing Block
4. Two Fire Storage Tank Blocks
5. Two Drainage Blocks
6. Two 0.3m Reserve Blocks; and,

an area comprising 1.63 ha designated for future roads to be constructed in 20.0 m and 26.0 m rights of way.

The Draft Plan, which was prepared by Malone Given Parsons Ltd, dated June 20, 2024, may be viewed at:

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

**SCHEDULE "A-3"**

**DRAFT M-PLAN**

The Draft M-Plan comprises PINs 63195-0107, 63195-0115, 63195-0116, 63195-0118, 63195-0119 and 63195-0184(LT), being Part of **Blocks 107, 108 and 112 and all of Blocks 111, 113 and 114, Plan 57M-747**, , City of Kawartha Lakes).

The Draft M-Plan consists of 46 residential Lots and Blocks, which include residential and non-residential components, including as follows:

1. Residential blocks shown as Lots 1 to 46, both inclusive;
2. *Insert all street names;*  
*Insert details, additional blocks, etc. here*

The Draft M-Plan, which was prepared by R-PE Surveying Ltd \_\_\_\_\_, dated \_\_ October 24, 2024 \_\_\_\_\_, and bears reference number \_18189s06 \_\_\_\_\_ may be viewed at:

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

DRAFT

## SCHEDULE "B"

### LAND FOR MUNICIPAL PURPOSES

#### 3. PUBLIC HIGHWAYS

The streets to be constructed in this development named, Street A, Street B, Street C shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

#### 4. 0.3 METRE RESERVES

The Owner shall convey Block(s) 58 to 59, inclusive, as shown on Plan 57M-\_\_\_\_ (16T-xxxxx) to the City for the purpose of a 0.3 m reserve.

#### 5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facilities consisting of enhanced grass swales and infiltration swales for the Plan of Subdivision on the public rights-of-way and Block 53 and 58 of Plan 57M-747 and shall convey Blocks 53 & 58 for access to the stormwater outlets of Plan 57M-747 to the City.

#### 7. OPEN SPACE LANDS

The Owner shall convey Block(s) 47-50, inclusive, that have been identified within the Plan as open space lands for the purposes of ensuring long term-protection of the natural heritage features, to the satisfaction of the Municipality.

#### WATER INFRASTRUCTURE

The Owner shall convey Block 51 of Plan XXT-XXXX to the City for water production and infrastructure.

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

Page 1 of 2

**Attach to Agreement**

DRAFT

## SCHEDULE "C"

### SPECIFICATIONS AND STANDARDS

#### 1. General

Public Services shall be constructed in accordance with the specifications and standards of the City of Kawartha Lakes as amended from time to time [as at the date of the execution of this Agreement](#) 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 [as at the date of the execution of this Agreement](#).

#### 2. Roadways

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation and the City of Kawartha Lakes Engineering and Corporate Assets Department as revised from time to time [as at the date of the execution of this Agreement](#).

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

- i. Excavation
- ii. Grading
- iii. Subgrade and boulevard material to be compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), subgrade material to be proof rolled and approved by geotechnical engineering prior to placing Granular "B" road base material;
- iv. Minimum of 300mm Granular "B" Type I or II compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- v. Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- vi. Subdrains shall be 100mm diameter perforated corrugated plastic pipe with filter cloth and to be installed in a separated 300mm x 300mm trench below subgrade with a minimum 50mm Granular "A" bedding and Granular "A" backfill.
- vii. Boulevards
- viii. Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

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

Immediately prior to the construction of the final gravel course and the surface

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

The Owner agrees to design and construct by a qualified professional, entirely at the Owner's expense, the roadways (including cul-de-sacs), sidewalks, and all municipal services for the proposed subdivision including drainage, surrounding grading and slopes and boundary conditions, in compliance or conformance with all current provincial and municipal guidelines and standards and all recommendations contained in related technical reports approved by the City.

The Owner will design and construct by a qualified professional, entirely at their expense, the road connections required to existing streets. More specifically: a) the intersection of Southcrest Drive and Street A; b) the intersection of Southcrest Drive and Street B; and c) the intersection of Southcrest Drive and Street C.

The Owner shall provide for the detailed design of the subdivision, recommendations and engineering design for internal traffic and transportation improvements, including traffic calming measures, traffic signage, controlled intersections, pedestrian crossings, etc., completed by a traffic engineer. The Owner agrees to design and construct, entirely at the Owner's expense.

The Owner has provided an overall traffic lane marking and signage plan, to the City's satisfaction, including any external improvements required and to be identified through the detailed engineering design. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense, included in the cost estimate, Schedule "D" specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.

### **3. Curbs and Gutters and Sidewalks**

i. [Not Applicable]

### **4. Watermains**

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

### **5. Sanitary Sewers**

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



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

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

- i. Polyvinyl Chloride Pipe (PVC) in accordance with OPSS.MUNI 1841 and shall be PVC SDR 28 or 35.
- ii. A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
- iii. Polyethylene Pipe in accordance with OPSS.MUNI 1842.

d) Unless otherwise specified, PVC sewer pipe shall be laid in a Class "P" bedding consisting of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. Where conditions warrant, the bedding material shall be 19mm Type 1 Clear Stone.

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

## **6. Storm Sewers**

[Not Applicable]

## **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 stormwater 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, Kawartha Conservation, Ministry of the Environment, Conservation and Parks, and Ministry of Northern Development, Mining, Natural Resources, and Forestry, as applicable.

## **8. Service Connections**

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

a) **Water Service Connections:**

Water services shall not be less than 19mm internal diameter and shall be installed to the standards of the Ministry of the Environment’s *Design Guidelines for Drinking-Water Systems* to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) **Sanitary Sewer Service Connections:**

i. Material:

- Pipe: 100mm PVC SDR 28 pipe green in colour shall be used for sanitary sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii. Installation:

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured, prefabricated tee and long sweeping bend. All sewer services shall be installed on a line perpendicular to the main sewer.

Sewer service pipe bedding shall consist of approved Granular “A” material compacted to 100% of material’s Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. All services shall be terminated with a collar and water-tight plug.

iii. General:

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

Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street

line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

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

c) Storm Sewer Service Connections:

i. Material:

- Pipe: 150mm PVC SDR 28 pipe white in colour shall be used for storm sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee. For storm sewer mains larger than 450mm diameter an approved saddle may be used with written approval of the Director.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.
- Sump Pits and Pumps: Where gravity drainage is not practical, all dwellings constructed in the Plan of Subdivision shall be equipped with a sump pit with an automatic pump for foundation drainage as per Ontario Building Code 9.14.5.2. Shop drawings of the automatic sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City.

ii. Installation:

Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Sewer service pipe bedding shall consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010.  
. All services shall be terminated with a collar and water-tight plug.

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

iii. General:

The Owner shall supply the Director, prior to the storm

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

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

NOT APPLICABLE

## **9. Street Lighting and Electrical Distribution**

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

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

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

## **10. Pedestrian/Cycling Trail**

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

[Not Applicable]

## **11. Parkland**

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

~~Alternatively, the~~ 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 exclusive of any land to be conveyed to the City, including the lands set out in Schedule "B", in accordance with condition 14. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his or her designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \_\_\_\_\_ (\$\*\*\*\*,\*\*) based on the appraisal of the entire draft approved plan dated \_\_\_\_\_ - exclusive of any land to be conveyed to the City, including the lands set out in Schedule "B", in accordance with condition 14.

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

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

Prior to occupancy, The Owner shall construct chain-link fencing adjacent to the rear yard of any new lot within that subdivision which abuts existing/proposed public lands. This is to delineate all future and existing City owned blocks from private property. The detailed engineering design of the subdivision will be to the satisfaction of the City.

## **13. Walkway**

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

## **14. Canada Post Requirements**

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

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- e) Canada Post must be contacted prior to implementation for the approval of proposed mailbox locations.
- f) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and /or locations.

## **15. House Numbers**

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

## **16. Street Signs**

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

## **17. Driveway Entrances**

Driveway entrances for each building Lot must be paved within the boulevard between the road edge of pavement 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 water service or a hydro service.

The location of any house or building on any Lot is set by the driveway entrance location and width noted on Schedule "A-1" hereto.

## **18. Boulevards**

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt.

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

Street tree planting shall be in accordance with the Landscape 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**

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

**22. Addressing**

It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot with the correct address. The Lots and Blocks in the 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-xxxxx</b>	<b>Address</b>

Lot # / Block on Draft Plan 16T-xxxxx	Address

**23. Requirement for Blasting**

[Not Applicable]

**Not Applicable**

**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, except in accordance with the relevant engineering drawings.

**25. Disposal of Construction Garbage**

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

**26. Qualitative and Quantitative Tests**

The Owner AGREES that the Director may have qualitative and quantitative tests made of any materials or equipment installed or proposed to be installed on public land. The costs of such tests shall be paid by the Owner.

**27. Maintenance, Closing and Use of External Roads**

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



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

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

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

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

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

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

DRAFT

**SUMMARY OF ESTIMATED COSTS (continued)**

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 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, Consolidated By-Law 2016-209, as updated, the fee is \$\_\_\_\_\_. The initial payment of \$\_\_\_\_\_, which was comprised of 75% of the fee based on the estimated construction value of \$\_\_\_\_\_ per unit, was submitted on \_\_\_\_\_. Therefore the remainder fee owed is \$\_\_\_\_\_.

DRAFT

**SCHEDULE "E"**

**LOT GRADING PLAN**

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

**DRAFT**

## SCHEDULE "F"

### CONDITIONS OF DRAFT PLAN APPROVAL

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

#### Part A – General Conditions

1. This approval applies to the draft plan of subdivision XXT-XXXXX prepared by Malone Given Parsons Ltd. Project No. 15-2448, which shows 46 single detached residential Lots, being Lots 1 to 46 inclusive, four Blocks for Open Space, being Blocks 47 to 50 inclusive, one Block for water production and infrastructure, being Block 51, one Block for servicing, being Block 52, one Block for a future road right-of-way, being Block 53, two Blocks for fire storage tanks, being Blocks 54 to 55 inclusive, two Blocks for drainage, being Blocks 56 to 57 inclusive, two Blocks for a 0.3 metre reserve, being Blocks 58 and 59 and three Streets, being Streets A, B, and C.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, on-street illumination, tree plantings, walkways, sight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, certain blocks, including but not limited to:

Block 47-50	Open Space (34.15 ha)
Block <a href="#">S151</a>	Water Production / Infrastructure Block (3.75 ha)
Block 52	8 m Servicing Block (0.03 ha)
Block 53	Future Road (0.01 ha)
Block 54-55	Fire Storage Tanks (0.04 ha)
Block 56-57	Drainage Block (5.67 ha)
Block 58-59	0.3 m Reserve Blocks (0.01 ha)
Roads A, B and C	Roads (1.62 ha)

which Block(s) numbering may be amended. Such land is to be environmentally clean and free and clear of all encumbrances.

4. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, road widenings, as shown on the draft M-Plan. Such land to be free and clear of all liens and encumbrances. These lands shall be dedicated as public highways.
5. The streets shall be named to the satisfaction of the City.
6. The Owner shall name road allowances included in the draft plan of subdivision to the satisfaction of the City of Kawartha Lakes.
7. Civic addressing shall be assigned based on lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.

8. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
9. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions in accordance with the provisions of the City's Noise By-law.
10. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the active farm to the northwest of the Lots 1 to 14 inclusive.
11. The Owner shall agree to implement any noise attenuation outlined in the final noise report to the City's satisfaction.
12. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
13. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Ontario Regulation 44/22, as may be amended.
14. The Owner agrees that, pursuant to section 51.1(3) of the Planning Act, cash-in-lieu of parkland shall be provided. The parties acknowledge and agree that cash-in-lieu of parkland shall not be paid on any lands that are to be conveyed to the City and that the calculation of cash-in-lieu of parkland shall exclude such lands. This condition will be included in the Subdivision Agreement entered into between the Owner and the City.
15. The Owner agrees that the natural heritage features and recommended buffers shall be dedicated and held in public ownership to ensure the long-term protection of both the features and ecological functions of the natural heritage system. The natural heritage features and recommended buffers are contained within blocks 47-50, which the Owner shall convey to the City at no cost.
16. The Owner agrees that Block 51 shall include the wings/flippers currently at the end of Crescent Moon Lane to reflect all water production infrastructure. This Plan shall be red-lined to the City's satisfaction identifying all water production infrastructure in one Block.
17. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law. The Owner shall agree in the Subdivision Agreement to pay all applicable development charges in accordance with applicable Development Charges By-law.
18. The Owner agrees that the purchase and sale agreement for each individual lot adjacent to the active farm, will contain a clause (with wording to the City's satisfaction) which informs the purchaser of the presence of the existing farm operation(s).
19. The Owner shall agree in the Subdivision Agreement to establish a homeowners' manual to the satisfaction of the City, which shall be provided with all Purchase and Sale Agreements. This manual shall provide, among other things;
  - a. The method of stormwater drainage within the subdivision and significance of maintaining existing grades and drainage flows;

- b. The importance of natural features protection including the use of native species for property landscaping and general environmental stewardship; and,
- c. The homeowners' manual shall also contain information regarding normal farm practices.

#### Engineering – General

20. The Subdivision Agreement shall confirm that the Owner has paid 75% of the Development Application Approval Processing (DAAP) fee as per B-Law 2007-132, as amended, upon the submission of the first detailed engineering design, and agrees to pay the remaining 25% prior to entering into the Subdivision Agreement based on the final approved cost estimate. The cost estimate will make up Schedule 'D' of the Subdivision Agreement, which shall be included in the first engineering submission.
21. The Owner and the City shall agree in the Subdivision Agreement that:
- a. Except for the purpose of constructing a model home, no building permit will be requested for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
  - b. All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c. The building permit applicant for each lot shall submit individual lot grading plans and receive approval from the City prior to the issuance of a building permit.
22. The Subdivision Agreement shall confirm the Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic through accesses provided to the development from Stub Road and Southcrest Drive, the sediment and erosion control plan to the satisfaction of the City and in compliance with the City's current standard requirements. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the construction management plan will be in force until assumption.
23. The Owner shall provide a separate and specific Construction Management Plan, prepared in coordination with the City's Water/Wastewater Division and system operating agency, for the construction, commissioning, implementation, ongoing monitoring of new municipal water and wastewater treatment and distribution system infrastructure and connections to each existing water and wastewater municipal treatment and distribution system, to the satisfaction of the City.
24. The Owner shall provide for City approval, a blasting report in compliance with OPSS.MUNI 120 by a qualified Professional Engineer outlining any area subject to any blasting or rock excavation by explosives for the construction of the proposed infrastructure as well as, blasting techniques being employed. The report shall provide any necessary mitigation measures to ensure that adjacent wells and septic systems are not negatively impacted. The City reserves the right to have the blasting report peer reviewed by a qualified expert at the applicant's expense.
- a. The owner shall employ a qualified blasting contractor prior to the commencement of any blasting activity on the subject lands.
  - b. Prior to the commencement of blasting activities on the subject lands, the owner shall provide written notice both to the City and all property owners within 200 metres of the development area.

25. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement as applicable, and as per the City of Kawartha Lakes Council Policy CP2018-009, as amended.
26. The Subdivision Agreement shall confirm the Owner agrees, prior to offering any Blocks, Lots, dwellings, for sale, to display a map on the wall of the sales office and electronically available in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners.
27. The Subdivision Agreement shall include reference to a Legal and Topographic survey, current to the existing conditions. The survey shall ensure the detailed design maintains and incorporates all boundary conditions. The existing grading shall remain undisturbed and vegetated for a minimum of 0.3 metres within the subdivision property limit.
28. The Subdivision Agreement and engineering design shall include a clause stating that all lots or blocks to be left vacant, for a period of time longer than twelve (12) months, shall be graded, seeded, maintained, signed and fenced by the Owner, as required, to confirm compliance with City Property Standards By-Laws, and in addition prohibit dumping and trespassing.
29. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, and road widenings, and as shown on the draft plan as contained in Schedule 'B' of the Subdivision Agreement. Such land is to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
30. The Subdivision Agreement shall confirm the Owner agrees to convey the servicing infrastructure and as shown on the draft plan-Schedule 'B' of the Subdivision Agreement. Such land is to be free and clear of all encumbrances.
31. The Subdivision Agreement shall confirm that a construction plan and anticipated timelines shall be submitted to the City at the detailed design phase and provide for suitable road and infrastructure connectivity.
32. Water Production and Infrastructure Block:
  - a. The Subdivision Agreement shall confirm that the Owner agrees that Block 51 of Plan XXT-XXXX water production and infrastructure is to be conveyed to the City free and clear of encumbrances for water production and infrastructure.
  - b. The Owner shall agree in the Subdivision Agreement to provide a sanitary servicing and water distribution design for the proposed development, prepared by a qualified professional in accordance with the applicable municipal and provincial standards and guidelines to the satisfaction of the City of Kawartha Lakes.
  - c. The Owner shall provide an addendum to the Water Supply Investigation Report by Golder dated February 2022 to confirm the capacity of the new well which has been constructed to provide firm capacity for the existing and proposed subdivision.
33. Prior to execution of any Agreement, the Owner shall submit a Development Communications Plan for review and approval by the City.



The Development Communications Plan shall inform the City and area residents of Significant Site Activities and include:

- a. Installation of a Project Notification Sign, 1.2 m x 2.4 m minimum, to City template and Building Permit requirements, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date and maintained for full duration of construction.
- b. Notification of the construction project to property owners.

#### Engineering – New and Expanded Public Roads and Traffic

34. The Subdivision Agreement shall confirm that the Owner agrees to design and construct by a qualified professional, entirely at the Owner's expense, the roadways (including cul-de-sacs), sidewalks, and all municipal services for the proposed subdivision including drainage, surrounding grading and slopes and boundary conditions, in compliance or conformance with all current provincial and municipal guidelines and standards and all recommendations contained in related technical reports approved by the City.
35. The Subdivision Agreement shall confirm the Owner will design and construct by a qualified professional, entirely at their expense, the road connections required to existing streets. More specifically:
  - a. the intersection of Southcrest Drive and Street A;
  - b. the intersection of Southcrest Drive and Street B; and
  - c. the intersection of Southcrest Drive and Street C.
36. The Subdivision Agreement shall confirm that the Owner shall provide for the detailed design of the subdivision, recommendations and engineering design for internal traffic and transportation improvements, including traffic calming measures, traffic signage, controlled intersections, pedestrian crossings, etc., completed by a traffic engineer. The Owner agrees to design and construct, entirely at the Owner's expense.
37. The Subdivision Agreement shall confirm that the Owner has provided an overall traffic lane marking and signage plan, to the City's satisfaction, including any external improvements required and to be identified through the detailed engineering design. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense, included in the cost estimate, Schedule "D" specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
38. The Subdivision Agreement shall confirm that the Owner has provided a composite utility plan which will outline the proposed location of all of the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan, as Schedule 'H' of the agreement.
39. The Subdivision Agreement composite utility plan shall confirm that the Owner agrees to access, on reasonable terms and conditions, to any telecommunications service providers indicating an interest to locate within a municipal right-of-way.
40. The Subdivision Agreement shall confirm the Owner agrees to advise any telecommunications service provider intending to locate within a municipal

right-of-way, that they may be required to apply for Municipal Consent with the City, and to satisfy all conditions, financial and otherwise, of the City.

41. The Subdivision Agreement shall confirm that the Owner has provided a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping at a minimum equivalent to 2 trees/residential unit, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City, to be included in Schedule 'A-1'.
42. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically to delineate all future and existing City owned blocks from private property. The detailed engineering design of the subdivision will be to the satisfaction of the City.
43. The entire detailed engineering design of the proposed new roads is subject to confirming the new roads, including cul-de-sacs, drainage, surrounding grading and slopes, and boundary conditions, and shall be designed to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
44. For road placement adjacent to existing rear yards, the Owner shall demonstrate, through the detailed engineering design, that the drainage, grading, fencing, screening, and/or landscaping/tree planting has been designed to ensure compatibility and mitigate impacts to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
45. The vertical sight lines between Southcrest Drive and Stub Road shall be protected through a grading and landscaping restriction to protect for sight lines across Lots 1 and 2, to the satisfaction of the City.
46. The interface between Street C and the drainage Block 57 shall be addressed from a transportation safety perspective by the Owner providing a guard rail that is designed and constructed on Street C along the outer bend in the road next to the stormwater management pond to the satisfaction of the City of Kawartha Lakes and at no cost to the City of Kawartha Lakes.

#### Engineering – Site Servicing

47. The Owner is required through the engineering design of the development to confirm with the City that there is sufficient sanitary, domestic water and treatment in the municipal system.
48. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system in compliance or conformance with all current provincial and municipal guidelines and standards to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.
49. The Subdivision Agreement shall confirm that the Owner agrees to provide two independent water supply points for adequate redundancy and looping for domestic purposes. All restoration will be the responsibility of the Owner, to the satisfaction of the City.

50. The Subdivision Agreement shall confirm that the Owner agrees to design, construct and provide ongoing monitoring, entirely at their expense, including any required permitting, agency approvals, infrastructure, infrastructure improvements, testing, for the municipal water supply, water treatment and wastewater treatment systems, as required by the engineering design and to the satisfaction of the City, to ensure adequate capacity, quality treatment and outlet conditions, until Assumption.
51. The Subdivision Agreement shall confirm that the Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for sanitary drainage. The Subdivision Agreement shall confirm that the Owner agrees that each of the approved lots will be connected to the City's municipal water, sanitary systems, and storm to the satisfaction of the City.
52. The Subdivision Agreement shall confirm the Owner has obtained an approved Form 1 - Record of Watermains Authorized as a Future Alteration from the Director of Engineering and Corporate Assets for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism.
53. The Subdivision Agreement shall confirm that the Owner has obtained an Environmental Compliance Approval (ECA) in accordance with the Ministry of the Environment, Conservation and Parks and City standards and guidelines for the municipal sanitary works in accordance with the Ontario Water Resources Act, the Environmental Protection Act, and the Consolidated Linear Infrastructure Environmental Compliance Approval. The Subdivision Agreement shall reference the applicable ECA number(s).
54. The Subdivision Agreement shall confirm that the Owner has obtained an Environmental Compliance Approval (ECA) in accordance with the Ministry of the Environment, Conservation and Parks and City standards and guidelines for the municipal storm and stormwater works in accordance with the Ontario Water Resources Act, the Environmental Protection Act and the Consolidated Linear Infrastructure Environmental Compliance Approval. The Subdivision Agreement shall reference the applicable ECA number(s).
55. An evaluation to assess redundancy of operational elements for the projected demand/flows of water and wastewater servicing shall be undertaken at the cost of the Owner and this evaluation shall be conducted by a mutually agreed upon Professional Engineer at the Owner's expense. Any required recommendation(s) resulting from that evaluation shall be undertaken at the cost of the Owner.
56. Prior to connecting a new well to the Drinking Water System, the Owner, at its own expense, shall fulfill the requirements to amend the Drinking Water Works permit, Permit to Take Water and Source Water Protection Plan.
57. Prior to connecting services to Lots 1 and 2, the Owner shall confirm the municipal water and sanitary servicing shall be extended along the existing Stub Road to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
58. The Subdivision Agreement shall confirm the Owner has agreed to the decommissioning and/or abandonment of all applicable wells shall be completed by the Owner, entirely at their expense, through a qualified professional to the satisfaction of the City and in accordance with provincial standards and guidelines.

59. The Subdivision Agreement shall confirm the Owner has agreed to provide any access to wells and other infrastructure that are proposed to be assumed by the City shall be provided by the Owner to the satisfaction of the City.
60. The Subdivision Agreement shall confirm the engineering design has provided sufficient buffers to all source wells to the satisfaction of the City.
61. The Subdivision Agreement shall confirm the Owner has decommissioned all groundwater wells on municipal property not required for ongoing monitoring or supply as per Ontario Regulation 903, prior to any construction, and entirely at their expense.
62. The Subdivision Agreement shall confirm the fencing requirements for Block 51 Water Production and Infrastructure to ensure security of this new block and to the satisfaction of the City.
63. Following draft plan approval and at the detailed design stage, the Owner shall obtain an amendment to the Municipal Drinking Water License (MDWL) and the Drinking Water Works Permit (DWWP) for the proposed water main expansion.
64. Following Draft Plan approval, the Owner shall prepare a Predesign Report and preliminary design drawings following which the Owner shall contact the MECP to initiate a pre-consultation meeting to review the system upgrades and the MECP's update requirements.
65. The Owner shall provide an addendum to the Geotechnical and Hydrogeological Investigation prepared by Golder, dated December 20, 2021, to confirm the recommendations of the original investigation, based on the detailed engineering design, and include final geotechnical and hydrogeological recommendations that reflect the final design, to the satisfaction of the City.
66. The Owner shall provide a Final Landscape Plan prepared by a qualified professional in accordance with the applicable standards and guidelines to the satisfaction of the City of Kawartha Lakes and Kawartha Conservation.
67. In support of detailed design, the Owner shall complete a dewatering assessment to determine the quantity and quality of water generated during construction and on a permanent basis and to identify suitable discharge options and permitting requirements, to the satisfaction of the City.
68. The Owner shall re-evaluate the Sewage Treatment Plant's operation during the detailed design stage, prior to registration, following the replacement of the rotating biological contactors (RBC) and once updated effluent data is received.
69. The Subdivision Agreement shall confirm the Owner agrees that prior to any construction or earthworks, the Owner shall complete a water well survey of private wells, to the satisfaction of the City.

#### Engineering – Stormwater Management

70. The Subdivision Agreement, as applicable, shall confirm that the Owner has submitted a Stormwater Management Facility Operations, Maintenance, Monitoring and Assumption Report, for the use of the Stormwater Management Facilities, including Low Impact Development, throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.

71. The Subdivision Agreement shall confirm that the City has received a stormwater management report for quantity and quality control, water balance and phosphorus control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify Detailed Design opportunities for City Approved Low Impact Development solutions applicable to the site specific conditions. The report shall confirm on-site infiltration rates and stormwater management facility sizing requirements based on a comprehensive and field-verified review of the associated drainage area.
72. The Owner shall provide a detailed design submission of the final Stormwater Management system including outlet and outfall design and the details of the decommissioning of the existing ponds, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the City of Kawartha Lakes and Kawartha Region Conservation Authority (Kawartha Conservation).
73. The Subdivision Agreement shall confirm that all Stormwater Management facilities have been sized to in all City of Kawartha Lakes, Kawartha Region Conservation Authority, and Ministry of the Environment, Conservation and Parks design elements/features in accordance with their standards and design criteria. At the time of detailed engineering design, should review of the Stormwater Management facility design show that the block has been undersized, the Subdivider shall revise the plan to increase the block size accordingly.
74. The Subdivision Agreement shall confirm that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, in compliance with all provincial and municipal guidelines and standards.
75. The Owner shall confirm through the detailed engineering design and Subdivision Agreement that outlets and drainage blocks for all municipal drainage are protected and that no municipal drainage shall be directed to private property.
76. The Subdivision Agreement shall confirm that the Owner has provided a stormwater management detailed design confirming the entire drainage conditions, the outlet and outfall design, and the decommissioning of the existing ponds subject to confirming the detailed design for stormwater management, drainage, outlet and outfall, including the decommissioning of the existing ponds to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
77. The sizing and location of the blocks for drainage, outlets, and outfalls to the receiving water bodies shall be confirmed through redlining the Draft Plan to include the entire municipal drainage design from source to receiving Nonquon River and Lake Scugog.
78. The Subdivision Agreement shall confirm that the Owner has submitted an erosion and sediment control plan prepared by a qualified professional detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation, in accordance with the applicable standards and guidelines and to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control. Any grading and earthworks must comply with the City's pre-servicing policy and guidelines.
79. The Subdivision Agreement shall confirm that the Owner has submitted a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction

(e.g. best management practices for stormwater management) and showing a net zero increase in phosphorous loading from the site. This assessment shall be undertaken in accordance with the provisions of Policy 2 of the Provincial Water Quality Objectives.

80. That, the Subdivision Agreement shall contain the following provision(s):

- a. That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan, and the approved Sediment and Erosion Control Plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
- b. That, the Owner agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated.
- c. That, the Owner agrees to apply to Kawartha Region Conservation Authority separately for any permits for works which are situated within Kawartha Conservation's regulated area.
- d. That, the Owner shall agree that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the City.

81. The Subdivision Agreement shall include a clause indicating that prior to assumption, all water quality devices (such as stormwater management ponds, OGS, filter devices etc.) shall be cleaned out to the satisfaction of the City.

82. The Subdivision Agreement shall confirm the detailed engineering design for the stormwater drainage and the required drainage blocks are to the satisfaction of the City to ensure the sizing of the Drainage Blocks 56 and 57 of Plan 57M- to be conveyed to the City as drainage blocks, to the satisfaction of the City and at no cost and free of all encumbrances.

City of Kawartha Lakes Finance Department

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

- a. All applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
- b. All applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
- c. All applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
- d. All applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
- e. The form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
- f. Where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment

- employed in the installation of the services on whose completion such reduction has been computed and applied, and
- g. Any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

#### Fire Department

84. The requirements to be addressed in the Subdivision Agreement shall include fire breaks between structures under construction, and the disposal of construction material.

#### Kawartha Region Conservation Authority

85. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system, including but not limited to the location, size and shape of the Stormwater Management ponds, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Conservation.
86. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan, including a slope stability analysis, prepared by a qualified professional to the satisfaction of the Kawartha Conservation.
87. Prior to any site alteration or construction, the Owner shall provide appropriate technical reports identifying the floodplain limits on the subject lands to the satisfaction of Kawartha Conservation.
88. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Conservation. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation. Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).
89. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed cut/fill analysis prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Conservation.
90. The Owner agrees to apply to Kawartha Conservation separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area, and/or a fill Permit. As part of the Kawartha Conservation Fee Schedule (Schedule 2), projects with multiple components: will be subject to only the higher of the application fees - not the aggregated amount for the components.
91. The Owner shall provide Kawartha Region Conservation Authority with an Operations and Maintenance Plan and Schedule for the proposed stormwater infrastructure at the time of detailed engineering design for review.
92. The Owner shall provide Kawartha Region Conservation Authority with dimensions of each of the proposed swales, bottom width, side slopes and depth at the detailed engineering design stage for review.

93. The Owner shall provide Kawartha Region Conservation Authority with sections and details of the culverts at the detailed engineering design stage for review.
94. The Owner shall provide Kawartha Region Conservation Authority with detailed lot and swale at the detailed design stage for review.
95. As defined in Ontario Regulation 205/18 under the Safe Drinking Water Act, 2002, water from a new or altered municipal drinking water system shall not be provided to users until the local source protection documents have been amended and the amendments approved by the Ministry of the Environment, Conservation and Parks (MECP). As such, the addition of a back-up supply well to the King's Bay municipal drinking water system triggers the need for amendments to be completed for both the Trent Assessment Report and Trent Source Protection Plan.
96. A final Section 48 Notice sign off, as per the Safe Drinking Water Act, shall not be issued until the Owner provides the Conservation Authority with an updated model and GIS files that are to the satisfaction of Kawartha Conservation.

#### Environmental Constraints and Considerations

97. The Owner agrees to implement the recommendations contained in the Phase Two Environmental Site Assessments for the Northwest, East and West Parcels prepared by WSP dated December 12, 2022, October 11, 2023 and October 12, 2023, respectively.
98. Prior to the signing of the final plan by the Director, the Owner shall submit Records of Site Condition (RSCs) as necessary for lands on which residential dwellings will be constructed only, and provide written confirmation from a qualified professional that the recommendations of such RSCs have been implemented and completed to the satisfaction of the Ministry of the Environment, Conservation and Parks (MECP).
99. The Owner agrees to implement the mitigation measures contained in the Environmental Impact Study by Beacon Environmental dated September 2023.
100. To prevent potential negative impacts on the PSW, a 30 metre vegetated buffer shall be provided. Buffers shall be naturalized and enhanced from the current existing conditions by the Owner as demonstrated in the preliminary landscape plans prepared by Schollen & Co. dated September 2023.
101. Development is proposed a minimum of 10 m from the drip line. Buffers shall be naturalized and enhanced from the current existing conditions by the Owner as demonstrated in the preliminary landscape plans prepared by Schollen & Co. dated September 2023.
102. Butternut trees shall be protected from the proposed development through the installation of sediment and control fencing. A Notice of Butternut Impact shall be filed by the Owner with MECP and a mitigation plan for Butternut shall be prepared in accordance with Ontario Regulation 830/31.

#### Schools

103. The following provisions shall apply equally to the Trillium Lakelands District School Board (TLDSB) and the Peterborough Victoria Northumberland and Clarington Catholic District School Board (PVNCCDSB).



- a. All Subdivision Agreements for the subject draft plan between the City and the Owner contain a requirement that all Purchase and Sale Agreements for all phases of the approved draft plan contain a clause advising all potential purchasers that all Elementary and Secondary pupils will be accommodated at existing School(s) as no Elementary or Secondary School site is proposed within the approved draft plan.

#### Utilities

104. The Owner shall make satisfactory arrangements, financial and otherwise, with the telecommunications provider (Bell Canada, Rogers, Cogeco, or Cable Cable, etc.) for any telecommunications underground facilities serving the subdivision.
105. The Owner agrees that if there are any conflicts with existing telecommunications facilities or easements, the Owner shall be responsible for rearrangements or relocation.
106. The Owner shall agree in the Subdivision Agreement, in words satisfactory to the telecommunications provider, to grant to the telecommunications provider any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing telecommunications facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
107. Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
108. Satisfactory arrangements, financial and otherwise, shall be made with the Internet provider for any underground facilities serving the subdivision.
109. The Owner agrees in the Subdivision Agreement with the City to grant the Internet provider any easements that may be required.
110. If there are any conflicts with existing Internet provider facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
111. Upon approval of the subdivision, the Owner shall provide the new civic addresses to Canada Post as soon as they become available.
112. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the Composite Utility and Streetscaping Plans submitted to the City's Engineering and Corporate Assets Department.
113. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the

wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

114. The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
115. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a. Any required walkway across the boulevard, per municipal standards; and,
  - b. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
  - c. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading is completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
116. The Owner agrees to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mail Box location. This location shall be in a safe area away from construction activity in order that Community Mail Boxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area shall be required to be prepared a minimum of 30 days prior to the date of the first occupancy.
117. The Owner shall confirm to Canada Post that the final secured permanent locations for the Community Mail Boxes will not be in conflict with any other utility; including hydro transformers, bell pedestals flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
118. Satisfactory arrangements, financial and otherwise, shall be made with the cable television provider for any underground facilities serving the subdivision.
119. The Owner agrees in the Subdivision Agreement with the City to grant the cable television provider any easements that may be required.
120. If there are any conflicts with existing cable television facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
121. The Owner agrees that the Subdivision Agreement contain a provision to ensure that the Owner grade all boulevards to final pre-soil subgrade elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Inc. if required.
122. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.
123. The Owner agrees that prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.

124. The Owner agrees to enter into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.

#### Clearance Conditions

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

126. Prior to signing the final plan by the Director, the Planning Division shall confirm that Conditions 1 to 19 and 97 to 102 have been satisfied.

127. Prior to the signing of the final plan by the Director, the Engineering Department shall confirm that Conditions 20 to 82 have been satisfied.

128. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how Condition 83 has been satisfied.

129. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how Condition 84 has been satisfied.

130. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how Conditions 85 to 96 have been satisfied.

131. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the applicable school boards indicating how Condition 103 has been satisfied.

132. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the telecommunications company indicating how Conditions 104 to 107 have been satisfied.

133. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Internet provider indicating how Conditions 108 to 110 have been satisfied.

134. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how Conditions 111 to 117 have been satisfied.

135. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the cable television provider indicating how Conditions 118 to 120 have been satisfied.

136. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how Conditions 121 to 122 have been satisfied.

137. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how Conditions 123 to 124 have been satisfied.
138. Prior to final approval, the Owner agrees to ensure a clearance letter or acknowledgement letter is obtained from the Ministry of Citizenship and Multiculturalism for the Archaeological Assessment.
139. Prior to registration, the Owner shall provide confirmation from the Ministry of Citizenship and Multiculturalism of receipt and approval of a Stage 2 Archaeological Assessment and any archaeological assessments required to satisfy the Ministry that archaeological concerns have been addressed, including Stage 3 and 4 Assessments if required.
140. Prior to occupancy, the Owner shall provide confirmation that any applicable assessment report and Source Water Protection Plan has been updated, as required, and approved by MECP.
141. Prior to occupancy, the Owner shall provide confirmation that the existing Permit to Take Water and Drinking Water Works License has been amended, to incorporate the recently installed supply well (Well 5, formerly called TW21-3) in accordance with the Ministry of Environment, Conservation and Parks (MECP) standards.

## **Part B — Lapsing Provision**

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

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

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

## 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 Blocks 56 and 57 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Blocks 56 and 57 contains stormwater management facilities which at times may retain a level of water that may be extremely dangerous to unattended children or to other persons not adequately supervised. Ice formed within a stormwater management pond is extremely unstable and extremely dangerous. Recreational use and activities (i.e. skating, swimming, fishing, walking, etc.) are prohibited.

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

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and check valve that discharges to surface. 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 Development Charges Assistance Policy.

Development Charge payments in respect of each dwelling unit approved under this Agreement are due upon **Occupancy** of the dwelling unit, subject to a maximum 3-year period of deferral from the time of the execution of the Agreement. Development Charges are subject to increase prior to their payment.

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

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

[Not Applicable. ~~No parklands are proposed in this development.~~]

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

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

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

***Specifics to the plan are to be inserted.***

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

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered *save and except at the direction of the City*. The Purchasers/Grantees acknowledge that side or rear yard Lot swales, and/or rear yard catch basins and/or associated storm sewer connections will exist on their Lot, and these connections will accept drainage from swales on adjacent Lots.

h) **Notice – Fencing**

***Specifics to the plan are to be inserted.***

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots 1, 6-15, 18-45, a black vinyl chain link fence shall be installed \_\_\_\_\_ inclusive on Schedule 'A'. The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent

lands, beyond the fence delineation.

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 Public Services that would otherwise be the responsibility of the City.

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

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until the Maintenance stage has been initiated by the City, and the 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.

[The Purchaser/Grantee acknowledge that because an active farm is close to the northwest of Lots 1-14, some or all of the following impacts arising from normal farm practices may occur:](#)

- [\(i\) Noise from operations and machinery at various times of day and night;](#)
- [\(ii\) Noise from devices used to deter wildlife and protect crops;](#)
- [\(iii\) Farm odours generated by livestock operations and the spreading of manure of various form and intensity on cultivated fields;](#)
- [\(iv\) Lighting generated from farm operations and machinery may at times be intensive and inadvertently directed towards residential dwellings;](#)
- [\(v\) Chemical spray \(e.g., related to pesticide/herbicide applications\);](#)
- [\(vi\) An abundance of insects \(i.e., flies\) commonly associated with farm operations; and](#)
- [\(vii\) Aesthetic appearance \(unkept fields, storage or materials, etc.\).](#)

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l) **Warning – Mailbox Locations**

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

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

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

n) **Warning – Tree Preservation Zone**

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

o) **Warning – Acoustic Barriers**

[Not applicable. ~~Acoustic Barriers are not required for this subdivision.~~]

p) **Warning – Hydrogeological Report**

~~Not applicable. No warning clauses are to be inserted in the Hydrogeological Report.~~

[Not applicable]

q) **Warning – Streetlights**

[Not applicable. ~~There are no Streetlights in 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.

s) **Warning – Boulevard**

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

permission from the City. Any encroachment in the boulevard may lead to delays in assumption of the municipal services.

**t) Warning - Municipal Ditches**

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

**u) Warning – Good Housekeeping Practices**

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

**v) Warning – Noise By-Law**

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

**w) Warning Clause – Infiltration Trenches**

**Not applicable.** All infiltration trenches are located within the ~~right-of-way~~right-of-way. The purchaser/Grantee of any Lot or Block is advised that ponding may occur from time to time within the roadway ditches in the locations where infiltration trenches will be installed.

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

Civil Drawings (SCS Consulting Group)

Drawing No. 801 – Composite Utility Plan 1  
~~2024~~[February 2025](#)

~~October~~

Drawing No. 802 – Composite Utility Plan 2  
~~2024~~[February 2025](#)

~~October~~

Drawing No. 803 – Composite Utility Plan 3  
~~2024~~[February 2025](#)

~~October~~

Drawing No. 804 – Composite Utility Plan 4  
~~2024~~[February 2025](#)

~~October~~

Drawing No. 805 – Composite Utility Plan 5  
~~2024~~[February 2025](#)

~~October~~

Drawing No. 806 – Composite Utility Plan 6  
~~2024~~[February 2025](#)

~~October~~

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**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER**

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<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.1.3 Document comparison done on 2025-02-26 11:40:50 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 2024 11 11 DRAFT-Subdivision-Agreement working copy updated (last circulated).docx	
<b>Modified filename:</b> 2025 X X DRAFT-Subdivision-Agreement (King's Bay - Clean).docx	
<b>Changes:</b>	
<u>Add</u>	490
<del>Delete</del>	220
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>710</b>