

Condition of Draft Plan Approval - Tribute (Lindsay 1) Limited

Part A – Conditions

General Conditions:

1. This approval applies to the draft plan of subdivision 16T-22502 prepared by The Biglieri Group Ltd. Drawing No. DP-1, revision 6, March 2nd, 2026; which shows 65 Blocks with a maximum of 987 residential lots, being located on Blocks 1 to 65 as well as Block 66 being for commercial use, Block 67 being for an elementary school, Blocks 68 to 71 being for stormwater management ponds, Blocks 72 and 73 being for parkland use, Block 74 being for a walkway, Blocks 75 to 77 being for environmental protection, Block 78 being for a road widening, and Block 79 being for a 0.3m reserve.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, as shown on the draft M-Plan. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
4. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
5. The road allowances included in this draft plan shall be shown and dedicated as public highway.
6. The streets shall be named to the satisfaction of the City.
7. Civic addressing shall be assigned 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 schedule to the Subdivision Agreement entitled “Special Warnings and Notices” shall incorporate a notice advising of the existence of the City’s Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.
9. 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.

10. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law 2000-75, as amended.
11. The streets to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
12. The Owner shall convey Blocks 68 to 71 to the City free and clear of encumbrances for stormwater management ponds.
13. The Owner shall convey Blocks 72 and 73 to the City free and clear of encumbrances for parkland.
14. The Owner shall convey Block 74 to the City free and clear of encumbrances for a walkway block.
15. The Owner shall convey Blocks 75 to 77 to the City free and clear of encumbrances for environmental protection purposes.
16. A clause will be included in the subdivision agreement stating that the City and the Owner acknowledge that the Final Plan for any phase will further subdivide the residential Blocks into individual lots. The minimum and maximum number of lots per Block will be as shown on draft plan of subdivision 16T-22502 prepared by The Biglieri Group Ltd. Drawing No. DP-1, revision 6, March 2nd, 2026, However, in no case shall the number of lots to be registered exceed the maximum number of lots as indicated on the Draft Plan of Subdivision (per Block or cumulatively).
17. In order to track the registration of units on a phase-by-phase basis over time, the Owner will submit with each detailed design submission, for each phase of development, a 'registration tracking document'. The document will provide a summary of lots registered in previous phases, proposed lots to be created in the current phase, and future minimum and maximum unit yield in forthcoming phases based on the approved Draft Plan of Subdivision.
18. The Plan may be registered in phases. The Owner will provide a fully lotted M-plan per proposed phase. Each phase is to demonstrate compliance with the minimum and maximum unit count per block as identified on the draft plan. The Owner will demonstrate compliance with the sanitary allocation provided through the Northwest Lindsay Sanitary Agreement. All draft conditions here-in are to be read in the context of the phase being registered and applied (or not applied) accordingly.

19. The Subdivision Agreement shall contain a clause requiring the Owner to implement the mitigation recommendations of the EIS prepared by Geoprocess to the satisfaction of the Director of Development Services.
20. For the continuation of David Drive and Richard Avenue, the Owner shall purchase the portion of the one-foot reserve located at the terminus of Richard Avenue and David Drive, at an amount not exceeding \$3,000.00 plus Land Transfer tax and reasonable legal fees.
21. The Subdivision Agreement for the phase including Blocks 65 and 70, as well as Street 'O', shall include a provision requiring that these blocks be designed, developed, and registered in coordination with Blocks 24, 25, 97 and Street 'V' of draft plan of subdivision 16T-22502 prepared by the Biglieri Group Ltd. Drawing No. DP-1, revision 3, April 12th, 2023.

Engineering and Corporate Assets – General:

22. The Subdivision Agreement for each phase of the subdivision shall confirm the Owner has paid 75% of the Development Application Approval Processing (DAAP) fee as per By-Law 2007-132, as amended, upon the submission of the first detailed engineering design, and 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.
23. The Owner and the City shall agree in the Subdivision Agreement that:
 - a. 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 such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
24. The Subdivision Agreement for each phase 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 an access provided to the development from Highway 35, subject to MTO approval, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements. 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 for each phase shall specify that the Construction Management Plan will be in force until assumption.
25. The Owner shall provide for City approval, a blasting report in compliance with OPSS.MUNI 120 by a qualified Professional Engineer outlining the 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.
26. 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.
 27. 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 a Schedule of the subdivision agreement containing engineering drawings available for review by all potential homeowners.
 28. The Subdivision Agreement shall include reference to a Legal and Topographic survey for each phase, 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.
 29. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, Blocks 75 to 77 through Phase 1 of the development. Such land is to be free and clear of all encumbrances.
 30. 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, and as shown on the draft plan for each phase as contained in a Schedule of the Subdivision Agreement. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
 31. The Subdivision Agreement shall confirm the Owner agrees that the existing tile drainage pipe network and all outlets will be decommissioned. Decommissioning details are to be provided in the first detailed engineering design submission.

32. The Subdivision Agreement shall confirm that a construction phasing plan and anticipated timeline shall be submitted to the City at each detailed design phase and provide for suitable road and infrastructure connectivity.

Engineering and Corporate Assets – New and Expanded Public Roads and Traffic:

33. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways, sidewalks, and all municipal services for the proposed subdivision in compliance or conformance with all current provincial and municipal guidelines and standards.
34. The Subdivision Agreement shall confirm the Owner will design and construct, entirely at their expense, the following:
 - a. The connection to Sylvester Drive and the intersection of Sylvester Drive and Street 'A'.
 - b. The connection to St. Joseph Street and the intersection of Debois Street and St. Joseph Street.
 - c. The connection to Connolly Road and the intersection of Street 'L' and Connolly Road, including connection to the existing Connolly Road, 57M-809, to an urban cross section, including road and entrance realignment and restoration as required.
 - d. The connection to Richard Avenue and the intersection of Richard Avenue and Street 'J'.
 - e. The connection to David Drive and the intersection of David Drive and Street 'J'.
35. Prior to entering into the Subdivision Agreement for Phase 1, the Owner shall provide an updated traffic impact study which includes an analysis of the proposed ultimate traffic conditions of the intersections of Angeline Street / Connolly Road and Street A / Sylvester Drive. As a result, if recommendations for addition improvements, traffic calming measures, signalization, etc. are suggested in the analysis, the Owner will be responsible for all design and construction costs related to the improvements.
36. The Subdivision Agreement shall confirm the Owner will provide for a road connection and adequate lands for the Jennings Creek crossing, at a location identified by the City. The design and construction of the Jennings Creek crossing is identified by the City in the current Development Charges By-Law. The timing of municipal design and construction is subject to Council Approval.
37. The Subdivision Agreement for each phase shall confirm that the Owner has provided an overall traffic lane marking and signage plan and school Block pedestrian crossings as required, the City's satisfaction, including any external improvements required and to be identified through the detailed engineering design, adjacent to the proposed subdivision approved by the City. The installation of pavement markings and signage, as well as any

required modifications to existing pavement markings and signage, shall be at the Owner's expense, included in the cost estimate, Schedule "D" for each phase specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.

38. The Subdivision Agreement for each phase 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.
39. The Subdivision Agreement for each phase 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, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
40. The Subdivision Agreement for each phase 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 each phase of the subdivision will be to the satisfaction of the City.

Engineering and Corporate Assets – Site Servicing:

41. The Subdivision Agreement for each phase shall confirm that municipal water capacity is not guaranteed for the entire development. The Owner is required through the engineering design of each phase of development to confirm with the City that there is sufficient domestic and fire water supply and treatment in the municipal system.
42. The Subdivision Agreement of each phase shall provide for the installation of a piped water supply system, sanitary sewage collection system, storm collection system, and stormwater management system to the satisfaction of the City and all municipal by-laws and design criteria 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.
43. The Subdivision Agreement shall confirm the Owner will provide for the functional design of sewer and water service laterals for the City of Kawartha Lakes Municipal Airport located at 3187 Highway 35. The Owner is required to include the service connections in the right of way through engineering design of the applicable phase.

The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at their expense, the watermain extension and connections on, McKay Avenue, David Drive, Richard Avenue, Sylvester Drive, and Connolly Road, to provide for adequate redundancy and looping for domestic and fire protection purposes, for each phase. All restoration will be the responsibility of the Owner, to the satisfaction of the City.

44. The Subdivision Agreement for each phase shall confirm that the Owner agrees that all sanitary residential services shall drain by gravity and not use sump pumps and grinder pumps for sanitary drainage. The Subdivision Agreement for each phase 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.
45. The Subdivision Agreement for each phase 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.
46. The Subdivision Agreement for each phase 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 works in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA numbers(s).

Engineering and Corporate Assets – Stormwater Management:

47. The Subdivision Agreement for each phase, 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 throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
48. The Subdivision Agreement for each phase 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.
49. The Subdivision Agreement for each phase shall confirm that all Stormwater Management facilities have been sized to accommodate all City of Kawartha Lakes, Kawartha Region Conservation Authority, and Ministry of the Environment, Conservation and Parks (MECP) 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.
50. The Subdivision Agreement for each phase shall confirm that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, and wording will be added to the agreement that all commercial and institutional blocks will be required to

provide independent quality and quantity controls, in compliance with all provincial and municipal guidelines and standards.

51. The Subdivision Agreement for each phase shall confirm that the Owner has submitted an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control. Stripping topsoil and earth works must consider a phased approach, and any stripped lands within future phases must be stabilized.
52. The Subdivision Agreement for each phase 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). This assessment will be undertaken in accordance with the provisions of Policy 2 of the Provincial Water Quality Objectives.
53. The Subdivision Agreement for each phase shall confirm that the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the City, in compliance with all provincial and municipal guidelines and standards.
54. The Subdivision Agreement for each phase shall contain, among other matters, the following provisions:
 - a. The Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
 - b. The Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
 - c. The Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.
 - d. 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.
55. The Subdivision Agreement for each phase 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.

Kawartha Region Conservation Authority:

56. Prior to final approval, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site-specific conditions.
57. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
58. The Subdivision Agreement shall contain, among other matters, the following provision:
 - a. The Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
59. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority.
60. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall obtain required permits prior to any site alteration or grading activities are permitted on site.
61. A stand-alone operation and maintenance manual for the stormwater management facilities involved (wet pond, wetland etc.) should be submitted and the Owner should ensure that the continued performance of the facility as designed is achieved.
62. Prior to commencing any on-site grading or other site alterations, the KRCA is to advise that the Tribute South Comprehensive Flood Study, prepared by Geoprocess, dated December 1, 2022 has been approved and the detailed grading design is in compliance with the report.
63. The Owner shall implement any identified plan changes and construct infrastructure to accommodate the final Flood reduction engineering solution.
64. The Owner is to satisfy the KRCA that the flood mitigation is in place prior to the issuance of any building permits within the Flood Hazard Policy area. KRCA/CKL will remove the Flood Hazard policy designation upon approval and implementation of flood mitigation measures.

Finance Department:

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

a. All applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,

b. All applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,

c. All applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,

d. All applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,

e. The form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,

f. Where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and

g. Any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

Fire Department:

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

Ministry of Transportation:

67. Prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a copy of the updated stormwater management report, prepared by Counterpoint Engineering, revised December 2025 covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.

68. Prior to final approval, the Owner shall submit to the Ministry of Transportation, for their review and approval, a transportation memorandum identifying all required interim

improvements to Highway 35, including the design and construction plan for the signalized Sylvester Drive intersection, required turn lanes, and any necessary temporary works.

69. The Owner shall contribute its share of the financial contributions towards the development driven highway improvement on Highway 35 in accordance with the terms and conditions as set out in the MTO Development Agreement executed May 15, 2024.
70. For the detailed design package for the Highway 35 and Sylvester Drive intersection, the Owner shall submit full intersection design drawings meeting MTO Geometric Design Standards, including channelization, taper lengths, signal plans, illumination, drainage tie ins, and signage/pavement marking plans.
71. The Owner shall agree that no additional direct access onto Highway 35 shall be permitted from the Subdivision area beyond Sylvester Drive.
72. The Owner shall agree that all above and below ground structures, as well as stormwater management facilities shall have a minimum of 6m setback from the future Highway 35 right of way limit.
73. The Owner agrees that MTO will not issue a Building and Land Use Permit under the Public Transportation and Highway Improvement Act and construction activity will not begin on the commercial block (Block 66) until all draft approval conditions are fulfilled to MTO's satisfaction.

Noise:

74. Prior to final approval of each phase, the Owner shall submit a Detailed Environmental Noise Assessment, based on detailed engineering grading plans and final lot/block fabrics, to the satisfaction of the City. The Owner agrees that this detailed report shall be subject to a subsequent third-party peer review at the Owner's expense. The Owner shall implement all noise mitigation measures (including central air conditioning, upgraded building components, and acoustic barriers) as finalized in the approved detailed report.

Furthermore, the exact location and configuration of all acoustic barriers (including necessary wrap-arounds for highly exposed blocks such as Blocks 19 and 22) and the final, corrected wording of all Warning Clauses (specifically correcting the erroneous text in Warning Clause G of the March 2026 YCA report) shall be established by the peer-reviewed detailed report, rather than the March 2026 revised report.

75. The Owner agrees to include warning clauses in all offers of Purchase and Sale as noted in the *future detailed* Noise Report. The exact wording of all warning clauses shall be finalized and approved by the City through the subsequent peer review process to ensure the removal of redundant clauses and erroneous text (specifically the removal of peer-reviewer commentary mistakenly included in Warning Clause G of the March 2026 YCA report).

76. Prior to final approval of each phase of development, the Owner agrees to provide a *detailed* Environmental Noise Assessment based on detailed engineering grading plans and final lot/block fabrics. This detailed report shall be subject to a subsequent third-party peer review, at the Owner's expense, to ensure all acoustical mitigation measures are accurately and consistently captured across all text, tables, and figures, to the satisfaction of the City.
77. 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 of the existence of the Airport and that, while noise mitigation measures have been installed with the construction of the house, there may be occasions where Purchasers may be aware of noise related to the Airport's operations.
78. The Owner shall install all acoustical barriers in a location and configuration to be determined at detailed design. The operation and maintenance of said barriers shall be the responsibility of private property Owners. The Owner agrees to a clause in the Subdivision Agreement that requires that all Purchase and Sale Agreements to prospective purchasers include a clause notifying the purchaser of their responsibility related to the location and maintenance of fencing where it is located on private property.

Parks:

79. The Owner agrees that the City, pursuant to section 51.1 of the Planning Act, requires 5% conveyance of parkland for the single-detached, semi-detached, and townhouse dwelling units as well as 2% conveyance of parkland for commercial blocks. The Owner and the City Agree that Blocks 72 and 73 to wholly satisfy the City's parkland requirement pursuant to the Planning Act. The City shall require conveyance of such Blocks to the City during the corresponding phase of development/registration.
80. The Owner shall supply and install a 1.2 metre black vinyl chain link fence along the boundary of parks, open spaces and public walkway blocks abutting residential lots or blocks.

Schools:

81. 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).
82. Prior to final approval of the draft plan, the Trillium Lakelands District School Board (TLDSB) and the Peterborough Victoria Northumberland and Clarington Catholic District School Board (PVNCCDSB) shall be satisfied that appropriate clauses are contained within the Subdivision Agreement as follows:

- a. On a first come, first serve basis, the Owner and a School Board agree to enter into an Option Agreement for the potential acquisition of Block 67 at fair market value.
- b. The agreement shall, among other matters, provide for the levelling, rough grading and seeding of Blocks, the provision of municipal services to the site, and the installation of a 1.8 metre high chain link fence on the perimeter where it abuts proposed or existing residential lands, to the satisfaction of the School Board.
- c. Owner to provide a geotechnical report.
- d. Any filling on the School Block is to meet the soil bearing requirements of the School Board
- e. Owner shall grade, topsoil and sod or hydroseed the School Block to the satisfaction of the School Board.
- f. 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 contain a clause advising all potential purchasers that:
 - i. While an Elementary School site has been reserved within the approved draft plan of subdivision for the School Board that it may not be constructed and used as an Elementary school site.
 - ii. All potential purchasers are further advised that an existing school will be used to accommodate all elementary pupils until such time as a new Elementary School can be constructed.
 - iii. Further the clause shall advise that if no new Elementary school is constructed in the approved draft plan then all elementary pupils will continue to be accommodated at an existing Elementary School(s).
- g. 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 Secondary pupils will be accommodated at an existing Secondary School(s) as no Secondary School site is proposed within the approved draft plan.
- h. The pertinent Subdivision Agreements for the subject draft plan between the City and the Subdivider contain a requirement that Purchaser and Sale Agreements for Block 67 of the approved draft plan contain a clause notifying Purchasers of the location of a school on adjacent lands and that such school activity may give rise to noise and traffic
- i. The Owner shall install a sidewalk within the road allowance for any roads that are adjacent to the proposed Elementary School in the draft plan subdivision, in accordance with the City of Kawartha Lakes infrastructure design guidelines.
- j. The Owner shall install a 1.8 metre galvanized coated chain link fence of standard school construction (#9 gauge galvanized or #6 gauge vinyl coated) along the perimeter of the school block where it abuts proposed or existing residential lands (lots or blocks)

Utilities:

83. The Owner shall make satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
84. The Owner agrees that if there are any conflicts with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
85. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for the relocation of such facilities or easements.
86. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication / telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication / telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e., 911 Emergency Services).
87. Satisfactory arrangements, financial and otherwise, shall be made with Cable Cable Inc. for any underground facilities serving the subdivision.
88. The Owner agrees in the Subdivision Agreement with the City to grant Cable Cable Inc. any easements that may be required.
89. If there are any conflicts with existing Cable Cable Inc. facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
90. Satisfactory arrangements, financial and otherwise, shall be made with Nexicom Inc. for any underground facilities serving the subdivision.
91. The Owner agrees in the Subdivision Agreement with the City to grant Nexicom Inc. any easements that may be required.
92. If there are any conflicts with existing Nexicom Inc. facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.

93. 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.
94. 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. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.
95. 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.
96. 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.
97. 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).
98. Satisfactory arrangements, financial and otherwise, shall be made with Cogeco Connexion Inc. for any Cogeco underground facilities serving the subdivision.
99. The Owner agrees in the Subdivision Agreement with the City to grant Cogeco Connexion Inc. any easements that may be required.
100. If there are any conflicts with existing Cogeco Connexion Inc.'s facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
101. 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.

102. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.
103. 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.
104. 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.
105. 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.
106. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that Conditions 1 to 21 and 105 have been satisfied.
107. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Department shall confirm that Conditions 22 to 55 and 74 to 78 have been satisfied.
108. 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 56 to 64 have been satisfied
109. 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 65 has been satisfied.
110. 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 66 has been satisfied.
111. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Ministry of Transportation indicating how Conditions 67 to 73 have been satisfied.
112. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department/Division indicating how Conditions 79 and 80 have been satisfied.

113. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the TLDSB indicating how Conditions 81 and 82 have been satisfied.
114. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the PVNCCDSB indicating how Conditions 81 and 82 have been satisfied.
115. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how Conditions 83 to 86 have been satisfied.
116. 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 Cable Inc. indicating how Conditions 87 to 89 have been satisfied.
117. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Nexicom. indicating how Conditions 90 to 92 have been satisfied.
118. 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 93 to 97 have been satisfied.
119. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cogeco Cable Solutions indicating how Conditions 98 to 100 have been satisfied.
120. 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 101 and 102 have been satisfied.
121. 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 103 and 104 have been satisfied.
122. Prior to final approval, Owner agrees to ensure a clearance letter or acknowledgement letter is obtained from the Ministry of Tourism, Culture and Sport for the Archaeological Assessment. If no further archaeological work is necessary, then no clearance is required.

Part B – Lapsing

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

Extensions to draft approval may be considered provided that existing technical reports remain applicable or updates are provided and the provisions of **By-law 2026-0XX**, 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.

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