



THE CORPORATION OF THE TOWNSHIP OF KING
Report to Council

Monday, June 17, 2024

Growth Management Services Department - Development Division
Report Number GMS-DEV-2024-004
Fifth Avenue Homes (King City) Inc. - Subdivision Agreement - 19T-19K03

RECOMMENDATION(S):

The Director of Growth Management Services respectfully submits the following recommendation(s):

1. Report Number GMS-DEV-2024-004 be received.
2. Council enact By-Law 2024-048, to authorize the Mayor and Clerk to sign the Subdivision Agreement between the Township of King and Fifth Avenue Homes (King City) Inc. once Draft Plan Approval has been finalized.

REPORT HIGHLIGHTS:

- Staff are recommending Council authorize the Mayor and Clerk to sign the Subdivision Agreement with Fifth Avenue Homes (King City) Inc. once Draft Plan Approval has been finalized.
- Execution of the Subdivision Agreement will allow the development lands to be registered into three (3) blocks: Block 1 - Future Residential Development, Block 2 - Road Widening, and Block 3 - Municipal Reserve.
- It is important to note that Report Number GMS-DEV-2024-003 has been put forward concurrently to seek Council endorsement to authorize the Mayor and Clerk to sign a Pre-Servicing Agreement with Fifth Avenue Homes (King City) Inc. The Pre-Servicing Agreement would allow the Owner to take advantage of the 2024 construction season and would authorize the commencement of infrastructure construction, including sanitary sewers, storm sewers, stormwater infrastructure, watermains, and the base paving of roads.

PURPOSE:

The purpose of this report is to obtain Council's approval to enter into a Subdivision Agreement with Fifth Avenue Homes (King City) Inc. once Draft Plan Approval has been finalized.

BACKGROUND:

Under previous ownership, applications for Draft Plan of Subdivision, Official Plan Amendment, and Zoning By-law Amendment were submitted for the development of the western portion of the subject lands, known as 2000 and 2008 King Road. The Draft Plan of Subdivision received draft approval, however, Notice of Draft Plan Approval was not issued as the required pre-conditions of approval were not satisfied and formal Draft Plan Approval was not finalized.

The previous owner of the eastern portion of the subject lands, known as 1986 King Road, submitted applications for Official Plan Amendment, Zoning By-law Amendment and Site Plan Control, and did not obtain approval from Council prior to selling the lands.

Fifth Avenue Homes (King City) Inc. (Owner) consolidated the lands at 1986, 2000, and 2008 King Road to develop the lands under a single development project. At the December 11, 2023 Council Meeting, Council approved the Draft Plan of Subdivision 19T-19K03 and Zoning By-law Amendment Z-2019-03 and Z-2019-13. The approved Draft Plan of Subdivision proposes the creation of a road widening block, municipal reserve block, and a future residential block that proposes 26 freehold common element condominium townhouse units.

ANALYSIS:

As required by the Conditions of Draft Plan Approval, the Owner is required to enter into a Subdivision Agreement with the Township so that the lands may be registered into three (3) blocks: Block 1 - Future Residential Development, Block 2 - Road Widening, and Block 3 - Municipal Reserve.

The development of Block 1 - Future Residential Development, is subject to Site Plan Control for the development of the 26 townhouse units. It is anticipated that the Owner will execute the Site Plan Agreement with the Township in Summer 2024, and register both the Subdivision Agreement and Site Plan Agreement in Winter 2025. Block 2 - Road Widening and Block 3 - Municipal Reserve are to be conveyed to the Regional Municipality of York.

Staff anticipate issuing the Notice of Draft Plan Approval in the following weeks and a 20 day appeal period would follow before Draft Plan Approval is finalized. As it is expected that this would be completed during Council's summer recess, staff are recommending Council authorize the Mayor and Clerk to execute the Subdivision Agreement once Draft Plan Approval has been finalized.

The Subdivision Agreement is based on the standard agreement format as approved by Council, containing all standard requirements, and requires the Owner to abide to the Conditions of Draft Plan Approval.

FINANCIAL CONSIDERATIONS:

The subject properties are assessed as follows:

Address	Current Value Assessment (CVA)
2000 King Rd	\$607,000 RT
2008 King Rd	\$655,000 RT
1986 King Rd	\$1,039,000 RT

As of May 21, 2024, the property tax accounts are current. If the proposed development was to proceed as planned, the property's taxable assessment value would change to reflect the developments that occur.

The Owner is required to fulfill the Conditions of Draft Plan Approval, including commitment to satisfying payments and securities through the Site Plan Development Agreement for Block 1 - Future Residential Development in accordance with the fees and charges by-law.

ALIGNMENT TO STRATEGIC PLAN:

The 2023-2026 Corporate Strategic Plan (CSP) was adopted by Council on June 12, 2023. The CSP reflects the priorities of utmost importance to the community and defines the obligations and commitments of the Township of King to its citizens and to the public. The CSP is aligned with the Townships long-term vision defined in the “Our King” Official Plan. The CSP also aims to ensure that staff initiatives focus on and work towards supporting King’s Vision, Mission and Values.

This report is in alignment with the CSP’s Priority Area(s), and/or associated Objective(s) and/or Key Results(s):



Complete
Communities

- Represent King’s interest in major developments within King

The execution of the Subdivision Agreement allows the Fifth Avenue Homes (King City) Inc. development to continue proceeding towards the registration of the Subdivision and Site Plan Agreement to enable the residential development.

CONCLUSION:

It is recommended Council authorize the Mayor and Clerk to sign the Subdivision Agreement with Fifth Avenue Homes (King City) Inc. once Draft Plan Approval has been finalized. Execution of the Subdivision Agreement allows the lands to be registered into three (3) blocks: Block 1 - Residential Development, Block 2 - Road Widening, and Block 3 - Municipal Reserve.

ATTACHMENTS:

[Appendix A - Draft M-Plan](#)

[Appendix B - Fifth Avenue Homes \(King City\) Inc. Subdivision Agreement](#)

Prepared By:

Clement Sin
Development Project Manager

Recommended By:

Stephen Naylor
Director of Growth Management Services

Approved for Submission By:

Daniel Kostopoulos
Chief Administrative Officer

**PLAN OF SUBDIVISION OF
PART OF LOT 6, CONCESSION 3
(GEOGRAPHIC TOWNSHIP OF KING)
AND ALL OF LOTS 9 AND 10
REGISTERED PLAN 337
TOWNSHIP OF KING
REGIONAL MUNICIPALITY OF YORK**

SCALE 1:300
0m 3m 6m 12m 18m 24 metres
R-PE SURVEYING LTD., O.L.S.

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES

- DENOTES MONUMENT FOUND
- DENOTES MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- ORP DENOTES OBSERVED REFERENCE POINT
- P.I.N. DENOTES PROPERTY IDENTIFIER NUMBER
- PL1 DENOTES SURVEYOR'S REAL PROPERTY REPORT BY ERTL SURVEYORS, O.L.S. DATED OCTOBER 22, 2015
- PL2 DENOTES REGISTERED PLAN 337
- PL3 DENOTES SURVEYOR'S REAL PROPERTY REPORT BY R. D. TOMLINSON LIMITED, O.L.S. DATED NOVEMBER 3, 1998
- PL4 DENOTES PLAN 65R-16074
- PL5 DENOTES PLAN 65R-37166
- PL6 DENOTES PLAN 65R-37620
- PL8 DENOTES PLAN 65R-39068
- PL9 DENOTES PLAN R-S 360
- PL10 DENOTES PLAN OF SURVEY BY R-PE SURVEYING LTD., O.L.S. DATED APRIL 22, 2022
- (639) DENOTES J. M. LEITCH, O.L.S.
- (1782) DENOTES L. O. ERTL, O.L.S.
- (1926) DENOTES A. AZIZ SURVEYORS INC., O.L.S.
- (RPE) DENOTES R-PE SURVEYING LTD., O.L.S.
- (NI) DENOTES NOT IDENTIFIED

INTEGRATION NOTE

BEARINGS ARE GRID, UTM, NAD83 (CSRS:CBNV6:2010.0), DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) USING CANNET REAL TIME NETWORK (RTN) No. 20120110002 (NORTHING: 4872129.55, EASTING: 623879.33).

COORDINATES ARE UTM ZONE 17, NAD83 (CSRS) (CBNV6-2010.0), TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10, AND CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

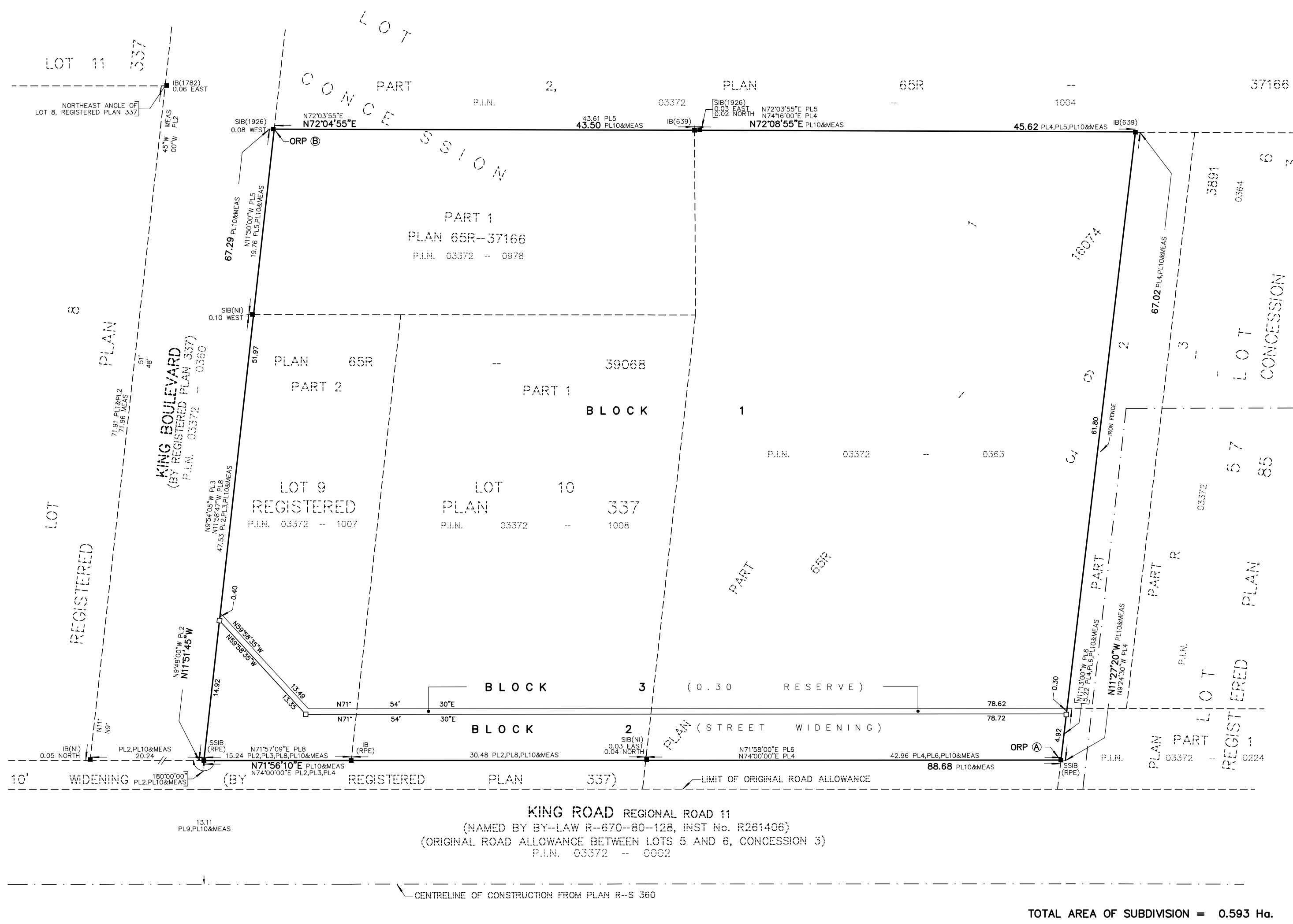
POINT	NORTHING	EASTING
ORP (A)	4865287.80	618965.02
ORP (B)	4865326.08	618866.84

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999733.

PLAN 65M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF YORK (No.65) AT _____ O'CLOCK ON THE _____ DAY OF _____, 2024 AND ENTERED IN PARCEL REGISTER(S) FOR PROPERTY IDENTIFIER(S) _____ AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. _____

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF YORK (No.65)
THIS PLAN COMPRISES ALL OF P.I.N.s 03372-1007, 03372-1008, 03372-0978 AND 03372-0363.



TOTAL AREA OF SUBDIVISION = 0.593 Ha.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____ 2024.
DATE _____ 2024.

R. DENBROEDER
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER _____

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
1. BLOCK 1, STREET WIDENING, NAMELY, BLOCK 2 AND 0.30 RESERVE, NAMELY BLOCK 3 HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. THE STREET WIDENING, NAMELY BLOCK 2, IS DEDICATED AS A PUBLIC HIGHWAY TO THE REGIONAL MUNICIPALITY OF YORK.

FIFTH AVENUE HOMES (KING CITY) INC.

DATED THE _____ DAY OF _____ 2024.

DAVIDE PLATI
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO BIND THE CORPORATION

MUNICIPAL APPROVAL

XXX-XX-XXXX
APPROVED UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990
THIS _____ DAY OF _____, 2024

DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
THE CORPORATION OF THE TOWNSHIP OF KING



R-PE SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Chrislea Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel.(416)635-5000 Fax (416)635-5001
Tel.(905)264-0881 Fax (905)264-2099
Website: www.r-pe.ca
DRAWN: T.C. CHECKED:
JOB No. 22-079 CAD FILE No.22079s01

TOWNSHIP OF KING
SUBDIVISION AGREEMENT

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SUBDIVISION AGREEMENT

THIS AGREEMENT made this 3rd day of June 2024.

BETWEEN:

FIFTH AVENUE HOMES (KING CITY) INC.

(the "Owner")

- and -

THE CORPORATION OF THE TOWNSHIP OF KING

(the "Township")

RECITALS

WHEREAS:

- I. The Owner is the registered owner of the Lands.
- II. The Township has granted draft approval of the Plan of Subdivision on the condition that the Owner enter into this Agreement and perform all requirements and obligations set out herein, all pursuant to Section 51 of the Planning Act;
- III. All cash payments, letters of credit and insurance certificates required to be delivered concurrently with executed copies of this Agreement by the Owner have been so delivered.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Township and in consideration of the Township's approval of the Plan of Subdivision, the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

PART I DEFINITIONS AND BASIS OF AGREEMENT

1.1 Definitions

1. In this Agreement, including in the Recitals, Definitions and Schedules, the terms set out below shall have the following meanings, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:
 - (a) **Acceptance** means that the matter or thing has been certified by the Consulting Engineer in accordance with the provisions of this Agreement and such matter or thing, as so certified, has been accepted by the Director of Engineering in writing, and "Accepted" shall have a corresponding meaning;
 - (b) **Additional Services** means any services, installations, matters or things whatsoever not specifically referred to in this Agreement, the Schedules or the Construction Drawings and which are identified by the Director of Engineering, in writing, as being necessary and to which all provisions of this Agreement shall apply. Any additional services intended to be assumed shall form part of the Municipal Services;
 - (c) **Agreement** means this agreement including the Schedules;
 - (d) **Assumption** means the assumption of Municipal Services, which are intended under this Agreement to become the responsibility of the Township, through the enactment by Council of an Assumption By-law and which occurs no sooner than

the date when all Services under this Agreement have been completed, the maintenance periods for the Services have expired and no other obligations under the Agreement remain outstanding with respect to the Services other than as may be specified on the date of Assumption and “Assume” and “Assumed” shall have a corresponding meaning;

- (e) **Assumption By-law** means a by-law passed by Council whereby the Municipal Services, which are intended under this Agreement to become the responsibility of the Township and which are the subject of the by-law, vest in the Township;
- (f) **Builder** means any person, firm or corporation who has applied for or obtained a building permit from the Township for the purpose of erecting a building or structure on any Lot;
- (g) **Chief Building Official** means the Chief Building Official of the Township and includes any persons designated by the Chief Building Official to act on his or her behalf with respect to matters contained in this Agreement;
- (h) **Clerk** means the Clerk of the Township and includes any persons designated by the Clerk to act on his or her behalf with respect to matters contained in this Agreement;
- (i) **Certificate of Completion** means the certificate of the Consulting Engineer required pursuant to Section 2.36(1)(f)(iv);
- (j) **Composite Utility Plan** means a plan prepared by the Owner that shows where all utilities are to be located, which Plan has been approved and signed by all applicable utility companies and which forms part of the Construction Drawings notwithstanding that it may appear in Schedule “D” with a different name;
- (k) **Conservation Authority** means the conservation authority with jurisdiction in the watershed where the Lands are located, being either Toronto and Region Conservation Authority or Lake Simcoe Region Conservation Authority;
- (l) **Construction Drawings** means the drawings that are described and listed in Schedule “D” and includes any matter in the Design Criteria or the Specifications which may be applicable but not shown on the drawings;
- (m) **Consulting Engineer** means a competent professional engineer or firm of engineers retained by the Owner skilled and experienced in municipal work and land development projects and registered with the Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act, R.S.O. 1990, c. P. 28, as amended*.
- (n) **Control Architect** means a competent professional architect who is engaged and retained by the Owner in accordance with Section 6.1 of this Agreement;
- (o) **Council** means the Council of the Township of King;
- (p) **Design Criteria** means the document entitled Design Criteria and Standard Detail Drawings (June 2015), incorporated referentially as part of this Agreement and available for review at the Township offices during regular business hours, and includes any other or different criteria or standards as may be determined by the Director of Engineering from time to time;
- (q) **Detailed Work Schedule** means a work schedule for the construction of all Services which contains specific dates for the completion of the various Services and which conforms to the overall milestones set out in the General Work Schedule at Schedule “G”;
- (r) **Development Charge By-law** means the by-law enacted by Council pursuant to the *Development Charges Act, 1997, S.O. 1997, c.27* that is in effect at the time of payment of any development charges pursuant to this Agreement;

- (s) **Director of Engineering** means the Township's Director Public Works and includes any persons or firms designated by the Director of Engineering to act on his or her behalf with respect to matters contained in this Agreement;
- (t) **Director of Finance** means the Township's Director of Finance and Treasurer and includes any persons designated by the Director of Finance to act on his or her behalf with respect to matters contained in this Agreement;
- (u) **Director of Planning** means the Township's Director of Growth Management and includes any persons designated by the Director of Planning to act on his or her behalf with respect to matters contained in this Agreement;
- (v) **Director of Parks** means the Township's Director of Community Services and includes any persons designated by the Director of Parks to act on his or her behalf with respect to matters contained in this Agreement;
- (w) **Drinking Water Quality Management System** means the Drinking Water Quality Management System as described in the Drinking Water Quality Management Standard made by the Minister of the Environment and Climate Change pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32;
- (x) **Drinking Water System** means the Township's and Region's system of works, excluding plumbing, that provides users of the system with drinking water and that includes, (a) any thing used for the collection, production, treatment, storage, supply or distribution of water; (b) any thing related to the management of residue from the treatment process or the management of the discharge of a substance into the natural environment from the treatment system; and (c) a well or intake that serves as the source or entry point of raw water supply for the system;
- (y) **Encumbrances** means any and all liens, claims, charges, mortgages or encumbrances of any kind whatsoever that are registered against title to, or affect, the Lands;
- (z) **External Services** means any services required to be constructed pursuant to this Agreement that are located outside of the Lands;
- (aa) **Final Approval** means final approval of the Plan of Subdivision by the Director of Planning as evidenced by the Director's signature on the Plan of Subdivision such that the Plan may then be registered in the Land Registry Office for the Land Titles Division of York Region;
- (bb) **Firebreak Lot** means a Lot so designated by the Fire Chief which, in order to limit the risk of fire during construction within the Plan, shall not be developed until dwellings or structures on adjacent Lots have reached a certain level of construction, all in accordance with Section 5.2;
- (cc) **Fire Chief** means the Fire Chief of the Township and includes any persons designated by the Fire Chief to act on his or her behalf with respect to matters contained in this Agreement;
- (dd) **General Contractor** means the contractor hired by the Owner with general responsibilities for the construction of all Services;
- (ee) **General Work Schedule** means the work schedule set out at Schedule "G";
- (ff) **Guaranteed Maintenance Period** means a minimum two-year period of time following Acceptance of the Municipal Services but prior to their Assumption during which the Owner must maintain and keep in a proper state of repair and operation all Municipal Services, as more specifically set out in Section 2.39;
- (gg) **Lands** means the lands which are the subject matter of this Agreement and the Plan of Subdivision, described in Schedule "A1";
- (hh) **Lot(s)** means any lot or block within the registered Plan of Subdivision

- (ii) **Mortgagee** means every person who holds an encumbrance upon the Lands as described in Schedule "A2" and includes an unpaid vendor of lands under a contract or an agreement of purchase and sale;
- (jj) **Municipal Services** means all services, installations, works and facilities within the Plan of Subdivision to be constructed pursuant to this Agreement which are ultimately intended to vest in the Township upon Assumption, and shall include but not be limited to road systems, sanitary and storm sewers, watermains, stormwater management works, sidewalks, street lights, retaining walls, traffic controls and street trees, including all related appurtenances and structures, as may be shown on the Construction Drawings.
- (kk) **Planning Act** means the *Planning Act*, R.S.O. 1990, c. P.13;
- (ll) **Park Services** means those lands, services, facilities, things and amenities related to public parks and public recreational lands as more specifically described in the Construction Drawings and Part III herein and which form part of the Municipal Services;
- (mm) **Park Standards** means the document entitled "Parks Development Standards - April 2014", incorporated referentially as part of this Agreement and available for review at the Township offices during regular business hours, and includes any other or different criteria or standards as may be determined by the Director of Parks from time to time;
- (nn) **Plan of Subdivision or Plan** means the draft plan of subdivision described and set out at Schedule "A2";
- (oo) **Region or Region of York** means The Regional Municipality of York;
- (pp) **Registration** means registration of the Plan of Subdivision after it has received Final Approval and "Register" shall have a corresponding meaning;
- (qq) **Safe Drinking Water Act** means the *Safe Drinking Water Act, 2002*, S.O. c 32;
- (rr) **School Boards** means the York District School Board and the York District Catholic School Board;
- (ss) **Services** means all services of any kind whatsoever required by this Agreement, and includes but is not limited to Municipal Services, Additional Services and External Services;
- (tt) **Specifications** means any and all applicable specifications and standards other than those contained in the Design Criteria and the Parks Standards and includes, but is not limited to, specifications and standards of the Province of Ontario, the Government of Canada, and the manufacturers of any goods, materials or equipment used by the Owner in carrying out its obligations pursuant to this Agreement;
- (uu) **Subcontractors** means all contractors hired by the Owner through the General Contractor and who are supervised and coordinated by the General Contractor.

1.2 Agreement and Lands

1. This Agreement applies to the Lands and may also apply to lands external to the Lands to the extent that such external lands are referenced in this Agreement.
2. The Lands are owned by the Owner, as confirmed by the Solicitor's Certificate attached as Schedule "B".

1.3 Use of Unassumed Municipal Services

Notwithstanding anything to the contrary contained in this Agreement, the Township shall have sole and absolute discretion to use and allow connection to any of the Municipal Services prior to Assumption, without objection or claim for compensation by the Owner.

1.4 Schedules and Conflict

1. The following Schedules are attached hereto and form an integral and operational part of this Agreement:

Schedule "A1"	Legal description of the Lands
Schedule "A2"	Copy of the Plan of Subdivision
Schedule "B"	Solicitor's Certificate of Ownership
Schedule "C"	Surveyor's Certificate
Schedule "D"	List of Construction Drawings
Schedule "E"	Estimated cost of construction of Municipal Services
Schedule "F1"	Financial Obligations of the Owner - Cash Payments
Schedule "F2"	Financial Obligations of the Owner - Letter of Credit
Schedule "F3"	Financial Obligations of the Owner – Cash Payment for Cash in Lieu of Parkland
Schedule "G"	General Work Schedule
Schedule "H"	Public Lands and Additional Lands to be conveyed to Township
Schedule "I"	Notice and Warning Clauses
Schedule "J"	Special Conditions
Schedule "K1"	Consultant's Lot Grading Certificate
Schedule "K2"	Consultant's Final Lot Grading Certificate
Schedule "L"	Phases
Schedule "M"	Form of Letter of Credit
Schedule "N"	Region of York

2. If there is any conflict between any provision of a Schedule and the main body of the Agreement, the provision of the Schedule shall prevail to the extent of such conflict.
3. Where the provisions of any of the Schedules constitute conditions or obligations imposed upon the Owner by any other government or other agency, the Owner shall address such conditions to the full satisfaction of such government or agency and provide evidence of same to the Township. Notwithstanding the foregoing, the Township shall be entitled, but not obligated, to treat such conditions or obligations as if imposed by the Township for the purposes of enforcement of this Agreement and all remedies available to the Township in respect of any breach thereof.

1.5 Subdivision Order of Procedure

1. The Owner shall comply with the general order of procedure set out below:
 - (a) Concurrent with the delivery of copies to the Township of this Agreement executed by the Owner, the Owner shall:
 - (i) pay, or have paid, by cash or certified cheque the total amount of cash shown on Schedule "F1" for the items set out therein;
 - (ii) deposit, or have deposited, with the Township the total amount of the letter of credit shown on Schedule "F2" for the items set out therein; and

- (iii) deposit, or have deposited, with the Township a certified copy of the policy of liability insurance or certificate of insurance in accordance with Section 8.4.
 - (b) Prior to Registration of the Plan of Subdivision the Owner shall:
 - (i) deposit with the Clerk all necessary transfers of lands and easements as set out in Schedule "H";
 - (ii) provide the certificate of a registered Ontario Land Surveyor that confirms that the areas, frontages and depths of all lots and blocks in the Plan of Subdivision comply with applicable zoning by-laws and as-built surveys of any model homes constructed on the Lands prior to Registration;
 - (iii) pay, or have paid, by cash or certified cheque the total amount shown on Schedule "F3" for the compensation in lieu of parkland set out therein.
 - (c) Within thirty (30) days of Registration of the Plan of Subdivision the Owner shall:
 - (i) supply the Township with two copies of a digital Plan of Subdivision in the format and to the specifications established by the Region of York;
 - (ii) supply the Township with a full set of engineering drawings in AutoCAD and PDF format;
 - (d) Prior to commencing construction of any Services, the Owner shall comply with the provisions of Section 2.6 of this Agreement.
 - (e) Prior to the issuance of building permits the Owner shall have complied with all the requirements of Section 4.1 of this Agreement.
 - (f) Prior to occupancy of any building, unit or structure the Owner shall have complied with all the requirements of Section 4.2 of this Agreement.
2. The general order of procedure set out above is intended for ease of reference and does not replace specific provisions elsewhere in this Agreement that may require other matters to be completed at the same stages set out above.

PART II SERVICES

GENERAL CONDITIONS

2.1 Construction of Services

The Owner shall construct, install or otherwise provide the Municipal Services in accordance with the Construction Drawings and all provisions of this Agreement. The Services shall be designed and constructed in accordance with the Township of King Design Criteria and Standard Detail Drawings (latest version thereof) and those adopted by the Township prior to the commencement of construction.

2.2 Decisions by the Director of Engineering

1. Where any acceptance or approval is required or where any decision must be made under the terms of this Agreement by the Township and the officer of the Township required to give such acceptance is not specifically set out in this Agreement such acceptance or decision shall be made by the Director of Engineering.
2. The acceptance of any plans or drawings by the Township shall not absolve the Owner or its agents or employees from any liability for any errors in or omissions from such plans or drawings subsequently discovered.

2.3 Cost of Services

The Owner shall be solely responsible for the actual cost of all Services constructed pursuant to this Agreement. In the event that the Township incurs any expenses involving construction lien actions or any other actions respecting the construction of the Municipal Services, the Owner shall pay such expenses forthwith on demand.

2.4 Consulting Engineer

1. The Owner shall retain a Consulting Engineer and shall carry out all necessary engineering requirements for the development of the Plan of Subdivision in accordance with this Agreement. The contract between the Owner and the Consulting Engineer shall include design, general supervision, resident supervision and certification and shall provide that the Director of Engineering may inspect the construction, installation and provision of the Municipal Services and shall have the power to stop any work or construction in the event that in his or her opinion the work or construction is being performed in a manner that may result in a completed installation or construction that would not be satisfactory to the Township.
2. The Consulting Engineer shall remain under retainer by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director of Engineering.
3. Prior to the pre-construction meeting required pursuant to Subsection 2.6(b)(v), the Owner shall provide to the Township a letter from the Consulting Engineer confirming that the Consulting Engineer has been provided with a copy of this Agreement, has read the Agreement thoroughly, and will carry out all of the duties and obligations of the Consulting Engineer as set out herein.

2.5 Municipal Services Vest in the Township

Notwithstanding any earlier conveyance of lands or interests in lands to the Township related to the Municipal Services, the Municipal Services shall vest in the Township only upon Assumption. The Owner shall thereafter have no claims or rights with respect to Municipal Services so Assumed other than those that may accrue to it as an owner of land over or abutting streets or lands upon which services have been installed.

2.6 Prior to Commencement of Construction

1. The Owner shall not:
 - (a) let any contract for the performance of any of the Municipal Services unless: (i) the General Contractor has first been approved by the Director of Engineering, which approval shall not be unreasonably withheld; and (ii) the Township has been provided with the names and contact information of all Subcontractors. All contracts between the Owner and the General Contractor shall provide that the Director of Engineering may inspect the construction of all works and shall have authority to instruct the General Contractor and any Subcontractors to stop work in the event that the Director of Engineering determines that such work is being carried out contrary to the provisions of this Agreement; and
 - (b) commence construction of any Services unless:
 - (i) all reports for each element of the Services, as may be required by the Director of Engineering and set out at Schedule "J", have been completed and the recommendations of such reports are implemented in the Construction Drawings, or, as necessary, are otherwise implemented and secured to the satisfaction of the Director of Engineering;
 - (ii) the designs for all the Municipal Services and soil tests have been accepted by the Director of Engineering;
 - (iii) at least five (5) full business days' written notice has been given to the Director of Engineering of the Owner's intention to commence work;

- (iv) it has provided the Detailed Work Schedule to the Director of Engineering and it has been approved by the Director;
- (v) it has convened a pre-construction meeting to review this Agreement and the methods of construction and such meeting has taken place, attended by: the Director of Engineering, any other Township representatives, any other applicable government agency or authority as required, the Owner, the Consulting Engineer and other consultants of the Owner as required, and the General Contractor;
- (vi) it has provided evidence satisfactory to the Director of Engineering and the Township's solicitor that a legal right of entry onto each and every Lot has, or will be, reserved to the Owner and the Township for the purposes of inspection, repair and rectification of any deficiencies thereon, with such right of entry to be expressly maintained throughout the period commencing with the sale of a Lot to a Builder, then to its ultimate occupants and ending only upon Assumption;
- (vii) the Composite Utility Plan has been signed by all applicable utility companies;
- (viii) it has submitted to the Township environmental compliance approvals from the Ministry of the Environment Conservation and Parks for the storm and sanitary sewage collection systems and the stormwater management system;
- (ix) it has obtained a copy of the signed Form 1, as required pursuant to the Safe Drinking Water Act and Regulations, from the Township evidencing approval of the Drinking Water System;
- (x) it has obtained all necessary permits and approvals from the applicable government or other agencies; and
- (xi) it has provided, prior to initiating any grading or stripping of the Lands, a phase one environmental site assessment of the Lands and if necessary, a phase two environmental site assessment of the Lands, by a qualified person and will take further action as necessary such that a Record of Site Condition can be filed in the Environmental Site Registry in respect of the Lands, all as set out in Part XV.1 of the Environmental Protection Act. The Owner shall reimburse the Township for the cost of any peer review of any environmental site assessment report, or other reports and documents, prepared by the Owner and shall provide:
 - (1) a copy of the Record of Site Condition filed in the Environmental Site Registry pursuant to the *Environmental Protection Act*; and
 - (2) the certificate of a qualified person that the Lands within the Plan of Subdivision meet the "Soil, Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" published by the Ministry of Environment and Energy on April 15, 2011.
- (xii) it has mitigated, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the Lands prior to confirmation from the Township and the Ministry of Tourism, Culture and Sport that all archaeological resource concerns have met licensing and resource conservation requirements.

2.7 Utilities

1. The Owner shall:

- (a) install all utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunication, etc.) for the Plan of Subdivision as underground facilities within the public road allowances or within other appropriate easements, as shown on the Composite Utility Plan;
- (b) provide evidence to the Township that it has entered into an agreement or agreements with the applicable utility companies to provide utilities as required and to satisfy all related requirements of the utility company, including but not limited to the relocation, maintenance and repair of the facilities and equipment until, at a minimum, Assumption of the Municipal Services by the Township;
- (c) inform the applicable utility company of the Owner's intention to commence any construction on the Lands;
- (d) pay to the Township the maintenance and energy costs for all illumination within the Plan of Subdivision until and up to the date of Assumption of the applicable Municipal Service;
- (e) confirm with the Township which telecommunications service provider(s) will be participating in the installation and provision of telecommunications to the Plan of Subdivision and satisfy the Township that such service provider(s) provide effective delivery of communications/telecommunications services for emergency management services (i.e. 911 Emergency Services);
- (f) if Bell Canada is the service provider, enter into an agreement with Bell Canada complying with any underground servicing conditions imposed by the Township, and if no such conditions are imposed, the Owner shall advise the Township of the agreement made for such servicing; and
- (g) install conduits within the road allowance to protect for future broadband works. The conduits shall be installed in strategic locations, with a priority given to collector and arterial routes wherever possible, all as may be determined by the Director of Engineering. The Owner shall make satisfactory arrangements with the Township so that the construction of these works is coordinated with construction on the Lands, all to the satisfaction of the Director of Engineering.
- (h) The Owner shall be responsible for the costs incurred by the Township prior to final assumption of the subdivision for the work related to locating infrastructure related to water, sewer and streetlights, as may be installed. Further, the Township shall not be required to provide said locating services until all water, sewer and streetlight services have been commissioned and are deemed to be under the care and control of the Township. The Township will assume no responsibility or liability in locating such services based on erroneous information being provided to the Township (as in as-constructed drawings). The costs for these locating services will be invoiced to the Owner (based on prevailing labour and equipment costs plus customary burden) and are to be paid within 30 days. These costs are deemed to be secured as otherwise provided for under the installation of services under Schedule "F".

2.8 Prior Work

1. In the event that the Owner has carried out any work on the Lands prior to entering into this Agreement and such prior work is not the subject of a pre-servicing agreement or a site alteration agreement between the Township and the Owner, the Owner shall provide all the information and expose or reconstruct any service which the Director of Engineering may, in his or her sole and absolute discretion, require.
2. Any such prior work undertaken by the Owner shall not be Accepted by the Township until such time as the Consulting Engineer has advised the Director of Engineering, in writing, that such work has been carried out in accordance with the Design Criteria and with the Specifications.

2.9 General Work Schedule

1. The Services shall be constructed, installed or otherwise provided in conformity with the General Work Schedule set out in Schedule "G" but the Director of Engineering shall at all times have the right to reschedule the construction of any Services in such order and in such priority as the Director of Engineering, in his or her sole discretion, deems advisable and the Owner shall abide by such rescheduling.
2. If the Owner fails to complete a Service in accordance with Schedule "G" or any rescheduling directed by the Director of Engineering, then the Chief Building Official may refuse to issue building permits or occupancy permits as the case may be and/or the Township may avail itself of any other remedies available to it under this Agreement.

2.10 Limited Means of Access

The Township shall have the right to designate and limit access to the Lands from public highways adjacent thereto. The Owner shall gain access to the Lands during the period of construction only by way of the road or roads that the Township and York Region has designated for such access.

2.11 Inspection by Township

1. The Township, its employees, agents and contractors or any other authorized persons may inspect the construction of any Service, but such inspection shall in no way relieve the Owner from its responsibility to inspect the said construction itself.
2. If the construction of Services is not, in the opinion of the Director of Engineering, being carried out in accordance with the provisions of this Agreement and good engineering practices, the Director of Engineering may issue instructions to the Owner and/or to the Consulting Engineer to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement. Such instructions may be by way of a stop work order and an order to comply, or may be verbal, in which case the Director of Engineering shall confirm them in writing within twenty-four (24) hours by way of a stop work order and an order to comply. In the event that neither the Owner nor the Engineering Consultant is present at the site of construction of the Services to receive verbal instructions, the Director of Engineering may instruct the General Contractor or Subcontractor to cease work forthwith.

2.12 Additional Tests

The Director of Engineering may conduct, at the expense of the Owner, any tests that the Director, in his or her absolute discretion, considers necessary in order to be satisfied as to the proper construction, installation or provision of the Municipal Services.

2.13 Township May Repair Services

1. In the event that the Owner fails to keep any of the Services in a proper state of repair and maintenance until and up to the date of Assumption, the Township may:
 - (a) provide notice to the Owner of its obligation to repair and maintain the Service and to complete same to a condition satisfactory to the Township within five (5) days of being given notice; and
 - (b) if the Owner has not complied with the Township's notice to complete repairs or maintenance of the Service, upon five (5) days' notice, enter upon the Lands and make such repairs as are necessary.
2. The Owner shall be liable for all costs of repair and maintenance and shall forthwith upon demand pay to the Township its cost thereof plus an administrative fee of twenty-five per cent (25%).

2.14 Emergency Repairs

1. At any time prior to Assumption, if any of the Services do not function or do not function properly or, in the opinion of the Director of Engineering, require necessary immediate

repairs to prevent damage or hardship to any persons or to any property, the Township may enter upon the Lands and make whatever repairs may be deemed necessary and the Owner shall pay to the Township, immediately upon receipt of a written demand, all expenses (including engineering fees), based upon the cost of the work incurred in making the said repairs. If the Owner fails to make the payment as demanded by the Township, the Township shall be entitled to draw upon any security it holds pursuant to this Agreement. The Township agrees to advise the Owner within two (2) business days from the date of entry by the Township of the nature and extent of the emergency and repairs which were necessary. Such undertaking to repair shall not be deemed an acceptance of the Services by the Township or an assumption by the Township of any liability in connection therewith and shall not release the Owner from any of its obligations under this Agreement.

2. The Owner shall do, cause to be done, or refrain from doing any act or thing as directed by the Township if at any time the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable legislation set out in Section 2.15. If the Owner fails to comply with such direction, the Township may take action to remedy the situation. The Owner shall be liable for all costs of such action and shall forthwith upon demand pay to the Township its cost thereof plus an administrative fee of twenty-five per cent (25%).

2.15 Compliance with All Laws

In constructing, installing or providing the Services, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time, from time to time, in force. Without limiting the foregoing, the Owner shall comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Fisheries Act*, the *Safe Drinking Water Act, 2002* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act*, the *Fisheries Act*, the *Safe Drinking Water Act, 2002* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto or any amendments or successor legislation thereto. The Owner shall handle and dispose of all materials in accordance with the foregoing legislation.

2.16 Damage and Debris

1. The Owner shall:
 - (a) keep
 - (i) all lands owned by the Township outside the limits of the Plan of Subdivision that may be used by the Owner or persons employed or retained by the Owner or others during the construction of the Services; and
 - (ii) all buildings and structures within the Plan of Subdivision, in a good and usable condition during the construction period. If damaged by the Owner or persons employed or retained by the Owner in construction of the Services, buildings and structures, same will be repaired or restored immediately;
 - (b) not foul the public roads outside the limits of the Plan of Subdivision leading to the Lands, and shall provide the necessary persons and equipment to be available on reasonable notice at all times to keep such roads clean. The Owner shall further ensure that all trucks making deliveries to or taking materials from the Plan of Subdivision shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish, or debris on the abutting highways and streets;
 - (c) not allow and shall restrain, insofar as it is able to do so, all others, from depositing junk, debris, or other materials on any lands within the Plan of Subdivision, including lands to be dedicated for municipal purposes, vacant public land and private land;

- (d) be responsible for the clean-up and repair of all public streets, including boulevards, upon which obstructions or mud and dust are created or which are damaged by the installation and maintenance of any Services, regardless of the persons responsible for the obstructions, mud, dust or damage and to undertake such works as are necessary to clear and clean the streets or repair the damage within twenty-four (24) hours of verbal notification, and that, if the Owner fails to comply, the Township shall be entitled but not obligated, to arrange for the necessary work to be undertaken at the Owner's expense and to draw upon any security provided under this Agreement to the extent necessary to pay such costs in connection therewith;
 - (e) clear and transport debris and garbage on any part of the Lands to an approved waste disposal site, if so requested in writing by the Director of Engineering; and
 - (f) maintain satisfactory personnel and equipment available to sweep the highways and streets within the Lands on a twice-weekly basis or as directed by the Director of Engineering until the Assumption.
2. If in the opinion of the Director of Engineering, any of the aforementioned requirements is not complied with, the Township may do the work as required. The Owner shall be liable for all costs of such work and shall forthwith upon demand pay to the Township its cost thereof plus an administrative fee of twenty-five per cent (25%).

2.17 Services Not to be Assumed by the Township

1. Notwithstanding the definition of Services, Municipal Services, Additional Services or External Services, or any of the provisions of this Agreement, the following Services shall not be assumed by the Township, other than on lands conveyed to the Township:
- (a) fences and noise attenuation features;
 - (b) overall grading on Lots;
 - (c) fine grading, topsoil and sod on Lots;
 - (d) driveways including the driveway apron;
 - (e) private condominium roads;
 - (f) retaining walls;
 - (g) trees preserved or relocated on Lots; and
 - (h) landscaping on Lots.

2.18 Additional Services

If at any time during the construction of the Municipal Services, the Township is of the opinion that Additional Services are required to adequately provide for any of the Municipal Services referred to, or to properly service the Lands or to provide for the best interest of the Township and its inhabitants, the Owner shall construct such Additional Services as the Director of Engineering in writing directs. All Additional Services shall be designed and constructed by the Owner in the same manner as if they had been Municipal Services specifically identified in this Agreement, and without limiting the generality of the foregoing, such Additional Services shall be designed by the Engineering Consultant at the Owner's expense in accordance with the Design Criteria and the Specifications. All aspects of such Additional Services, including but not limited to their design and construction, shall be subject to the terms of this Agreement as if they had been originally identified as Municipal Services. The completion of Additional Services shall occur on or before a date to be specified by the Director of Engineering and shall in any event be completed expeditiously.

2.19 Potable Water Supply

The Owner shall provide potable water to any residents whose wells are impacted, to the satisfaction of the Township, and at the Owner's cost, regardless of the cause of the impacts. The

water supply shall be maintained until the source of the impact has been determined and such responsibility has been discharged to the satisfaction of the Township or the Ministry of the Environment Conservation and Parks.

SPECIFIC MUNICIPAL SERVICES

2.20 Water Supply and Watermains

- (a) The Owner shall:
 - (i) adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the Township;
 - (ii) install anti-tampering devices on all fire hydrants and not remove same until Assumption of the Municipal Services;
 - (iii) ensure that service valve boxes (“curb stops”) shall not be located within driveways; and
 - (iv) not open or close any valve, hydrant or gate in any street watermain connected into and served by the Township’s system of water supply, or alter or interfere with same in any manner, unless authorized in writing by the Director of Engineering.
- (b) The Owner shall not use any existing watermain systems, including hydrants, for the purpose of flushing or testing any watermain required to be constructed and installed under this Agreement without the prior written approval of the Director of Engineering. The Owner shall be responsible for the costs of the water used for such flushing and testing at the rates applicable from time to time and for installing, maintaining and subsequently removing the temporary water meter required for such flushing and testing.
- (c) The use of water, watermains, valves, water services and hydrants and all appurtenances thereto shall be subject to the Township’s Water Use By-law 2014-73 and any other applicable by-laws.
- (d) The Owner shall ensure that it and its General Contractor and applicable Subcontractors are familiar with the following documents prior to performing any work on the Drinking Water System:
 - (i) the Township’s Drinking Water Quality Management System, including the associated Standard Operating Procedures which shall govern the commissioning and operation of the Drinking Water System;
 - (ii) the Safe Drinking Water Act and its Regulations as the over-riding legislative instruments governing the operation of the Drinking Water System; and
 - (iii) the Township’s Drinking Water Works Permits and Municipal Drinking Water Licenses for its Drinking Water System issued under the Safe Drinking Water Act.
- (e) Hydrants are to be flow tested and identified based on flow outcomes in accordance with NFPA 291.
- (f) A minimum of one (1) metre clearance shall be maintained around the fire hydrants at all times, both during and after the construction phase.
- (g) The Owner shall calculate the size of the municipal water service connection pipe to each Lot based on the methods described in the Ontario Building Code for the anticipated future dwelling or building. Service connections that are found to be inadequate shall be replaced prior to issuance of a building permit for each Lot.

- (h) All drinking water infrastructure shall conform to and be compliant with the Township's Cross Connection Control Program, to the satisfaction of the Director of Engineering.
- (i) The Township is responsible for the operation of the drinking water system constructed by the Owner once it is connected to any portion of the Drinking Water System and any direction or decision by the Township or Region in respect thereof shall be complied with immediately by the Owner.

2.21 Sanitary and Storm Sewers

1. The Owner shall:
 - (a) connect and drain all sanitary and storm sewers to outlets approved by the Township or such other governmental authorities as may be applicable;
 - (b) not connect any watermain or sewer to any existing municipal services unless authorized in writing by the Director of Engineering;
 - (c) not permit occupancy of any dwelling unit prior to the connection of the foundation drainage to the storm sewer system;
 - (d) not connect the roof drainage system to the storm sewer system unless otherwise approved by the Director of Engineering;
 - (e) not install sanitary cleanout chambers within driveways unless permission in writing is provided by the Director of Engineering. A sanitary cleanout chamber shall be brought to grade located as close as practical upstream of the Township sewage connection.
2. The Owner shall carry out, or cause to be carried out, camera (CCTV) inspections of all storm, sanitary and foundation drain sewers throughout their length prior to the issuance of a building permit and low pressure air testing of the sanitary sewer in compliance with the *York Region Sanitary Sewer Commissioning Guidelines*. The Owner shall carry out, or cause to be carried out, a second camera inspection prior to Assumption of the services. The Owner shall carry out rectification of any deficiencies identified through the camera inspections.
3. The Owner agrees that the Township shall have present a representative of the Township at any testing of the Services as necessary for the release of building permits or a Certificate of Completion or a Certificate of Assumption.
4. The use of the sewers and sewer services shall be subject to the Township's Sewer Use By-law Number 2014-72 and any other applicable by-laws.

2.22 Stormwater Management

1. The Owner shall:
 - (a) install all stormwater management facilities and erosion and sediment control measures prior to any site alteration and the creation of impervious areas such as roads and buildings;
 - (b) provide a certificate from the Consulting Engineer that the stormwater management facilities and erosion and sediment control measures have been completed in accordance with the Construction Drawings and are functioning as intended prior to issuance of any building permits, except for any model homes authorized pursuant to an agreement between the Township and the Owner;
 - (c) be responsible to maintain all stormwater management and erosion and sediment control structures operating and in good repair during the construction period to the satisfaction of the TRCA and Director of Engineering; and

- (d) be responsible for the monitoring and maintenance of the stormwater management system, and shall provide all records annually to show compliance with the Environmental Compliance Approval for the time period commencing the day the stormwater management system is complete, but no later than when the first building permit is issued, except for model home(s), up to a period of two (2) years after Assumption to the satisfaction of the Director of Engineering.

2.23 Sewer Video Inspection Program

- 1. The Owner shall:
 - (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Municipal Services as well as sanitary sewer laterals between the main sewer and the buildings or structures on Lots. Inspections of the storm and sanitary sewers shall be undertaken by a qualified provider, to be approved by the Director of Engineering prior to video inspection being undertaken;
 - (b) provide the Township with digital records and written reports in a format specified by the Township;
 - (c) carry out the video inspection:
 - (i) prior to the laying of the base coat of asphalt and issuance of any building permits; and
 - (ii) prior to Assumption of the applicable Municipal Services by Township; and
 - (iii) for the sanitary sewer laterals, prior to occupancy of any building or structure; and
 - (iv) at any other time if required by the Director of Engineering; and
 - (d) remove all silt and debris from the sewers prior to the video inspection taking place and rectify any sewer deficiencies that may be outlined in the video inspection report.

2.24 Streets and Highways

- 1. The Owner shall:
 - (a) carry out, or cause to be carried out, any soil compaction tests that the Township may require at any time on lands upon which any of the Services are being constructed.
 - (b) carry out or cause to be carried out, a core test or tests of all roads and selected driveways (as identified by the Township) prior to the application of top course asphalt, to determine compliance with the approved design specifications. The Owner shall carry out rectification of any deficiencies identified through the core testing.
 - (c) provide the results of testing to the Director of Engineering, in accordance with all applicable Specifications, and obtain his or her approval for:
 - (i) the granular and stone bases for all roads prior to laying the base course of asphalt;
 - (ii) the base course of asphalt for all roads prior to laying the top course of asphalt; and
 - (iii) the top course of asphalt, applied in accordance with the Detailed Work Plan or as otherwise directed by the Director of Engineering.

- (d) maintain all unassumed roads for vehicular traffic and all sidewalks on all unassumed roads for pedestrian traffic during all phases of construction until such roads have been Assumed by the Township.
- (e) not permit building materials, aggregate or equipment to be stored on the unassumed roads during any phase of construction to ensure emergency access is readily available for police, fire, and ambulance services. The Owner shall also ensure compliance with the Township's parking by-law, including the prohibition on the parking of vehicles on unassumed roads in excess of three hours and shall ensure that there is no parking of vehicles so as to obstruct unassumed roadways.
- (f) at each entrance into the Plan of Subdivision, erect signs informing the public that the subdivision roads are not assumed by the Township and that the Township is not responsible for providing safe passage of traffic on the subdivision roads. The signs shall be erected at the commencement of construction and shall not be removed until Assumption. Signs shall be provided in accordance with the Design Criteria or as otherwise directed by the Director of Engineering.

2.25 Winter Maintenance of Streets and Highways

- (a) Following Registration of the Plan of Subdivision and up until Assumption of any streets and highways within the Plan of Subdivision, the Township may, in its sole and absolute discretion, carry out:
 - (i) winter maintenance on sidewalks abutting, and the traveled portions of, all such streets and highways that are (i) paved, where the asphalt and any manholes or other such appurtenances have been maintained at the base course elevations to the satisfaction of the Director of Engineering; (ii) connected by asphalt to assumed public highways; and (iii) that front on one or more dwellings occupied by residents (the "Winter Maintenance") and all such winter maintenance shall be at the sole cost of the Owner;
 - (ii) regular household waste collection for occupied residential units only (the "Waste Collection").
- (b) The Township shall not be responsible for any damage to Services as a result of Winter Maintenance or Waste Collection. In the event the Township damages its equipment while carrying out these activities as a result of any breach of the Owner of the terms of this Agreement, the Owner shall pay all costs and expenses for the repair or replacement of such equipment.
- (c) Winter Maintenance or Waste Collection shall not constitute the Assumption of any Services and the Owner hereby absolves and indemnifies the Township from any and all loss or liability of every nature and kind whatsoever in connection with the Winter Maintenance or Waste Collection.

2.26 Traffic Control Devices

- 1. The Owner shall:
 - (a) erect temporary traffic control devices, conforming to the Design Criteria, at approved locations when the streets and highways are completed to base course asphalt and shall maintain the same until permanent traffic control devices are constructed; and
 - (b) erect permanent traffic control devices conforming to the Design Criteria, at approved locations when all construction of streets and highways, and grading of boulevards have been completed and to maintain such streets, highways and boulevards until Assumption by the Township.

2.27 Street Name Signs

- 1. The Owner shall:

- (a) erect temporary street signs, consisting of a painted and legible sign on wood backing, fastened securely to a post 2 metres above ground level at all street and highway intersections in the Plan of Subdivision no later than the date that the base course of asphalt is laid, and shall maintain such temporary street signs until permanent signs are erected; and
- (b) erect permanent street signs when all grading of streets, highways and boulevards has been completed to the satisfaction of the Director of Engineering and shall maintain such street signs until Assumption by the Township.

2.28 Pavement Markings

The Owner shall install temporary pavement markings on all roads within the Plan of Subdivision at base course asphalt and shall maintain such markings until permanent pavement markings are installed by the Owner at top course of asphalt. The Owner shall thereafter maintain the permanent markings until Assumption. Both temporary and permanent pavement markings shall be installed in accordance with the Design Criteria.

2.29 Grading and Drainage

1. The Owner shall:
 - (a) submit for the acceptance of the Director of Engineering an overall grading control plan establishing the proposed grading that shall properly drain the Lands and all adjacent lands which drain through the Lands, all in accordance with the Design Criteria (the “**Grading Control Plan**”)
 - (b) submit individual lot grading plans for each Lot (the “**Lot Grading Plans**”) to provide further grading details. The Lot Grading Plans shall conform to the Grading Control Plan and no building permits shall be issued until such Lot Grading Plans have been approved by the Director of Engineering.
 - (c) grade the Lands in general conformity with the elevations and spot levels shown on the Lot Grading Plans and in general accordance with the Design Criteria and good engineering practices;
 - (d) correct or rectify any drainage problems by altering the grade of the Lands, and/or constructing catchbasins, swales, retaining walls or other structures as may be necessary;
 - (e) correct or rectify any grading deficiencies to the satisfaction of the Director of Engineering within two (2) weeks, weather permitting, of being notified by the Director of Engineering of deficiencies; and
 - (f) lay topsoil to a depth of 150 mm (minimum) and place sod on the front, side and rear yards and within the boulevards of each of the Lots, except for paved or planted areas, in accordance with the dates indicated in Section 4.4(a).
2. After completion of the matters set out in this Section 2.29, the Consulting Engineer shall certify that the final grading for each Lot is in general accordance with the Design Criteria and good engineering practices, such certification not to occur earlier than one year after the laying of topsoil as required by Subsection 2.29(f).
3. Reductions to the amount of the letter of credit attributable to lot grading in Schedule “F2” shall be calculated such that the amount remaining with the Township is never less than the number of lots as yet uncertified multiplied by \$5,000.00.
4. Any Filling and/or Site Alteration of the Lands shall be undertaken in compliance with the requirements, specifications and processes as outlined in By-Law No. 97-84 (A By-Law to Control the Dumping of Fill and Alteration of Grades), or latest amendment thereto) and as may be further described in Schedule J – Special Conditions.

2.30 Retaining Walls

The Owner shall be responsible for maintaining all retaining walls which may be constructed, installed or erected on the Lands, whether on private or public lands, for a period of two (2) years following Assumption.

2.31 Waste Management

1. The Owner shall provide recycling containers to each dwelling unit in the Plan of Subdivision. The Township shall provide the recycling containers to the Owner (two Blue Box recycling containers, one Green Bin and one Kitchen Collector) for the amount set out in Schedule "F1", being the Township's costs of the containers.
2. The Owner shall contact the Township at least four weeks prior to unit occupancy to arrange an appointment time in which recycling containers are to be collected by the Owner.
3. Upon application for occupancy, the Owner shall deliver two Blue Box recycling containers, one Green Bin and one Kitchen Collector and educational materials per residence so that each purchaser may participate in the Township's waste diversion program.

2.32 Existing Services

The Owner shall repair any damage to any existing municipal services, works, facilities or utilities, whether assumed by the Township or otherwise and whether within the Plan of Subdivision or external thereto, caused by the installation, construction or repair of the Municipal Services or otherwise caused by the development of the Lands. Without limiting the generality of the foregoing or limiting the liability of the Owner, should there be a breach of this Section 2.32, the Owner shall repair the existing municipal services upon being notified by the Township to do so.

2.33 Tree Preservation

1. The Owner shall:
 - (a) preserve existing trees as indicated in the Tree Preservation Plan;
 - (b) install tree protection barriers (the "Protective Fencing") in accordance with the Park Standards along the perimeter of the tree protection zone prior to the start of any construction activity on the Lands, to the satisfaction of the Director of Parks;
 - (c) retain a landscape architect to supervise and approve the installation of the Protective Fencing and ensure that it remains in place during the entire period of construction activity. The landscape architect shall certify to the Director that the Protective Fencing has been installed in accordance with the approved Tree Preservation Plan;
 - (d) not remove any trees without prior written approval of the Director of Engineering, except such trees that are diseased or dead as determined by a certified arborist, or such trees that are identified as part of the Tree Preservation Plan;
 - (e) undertake every precaution necessary to prevent damage to existing trees and vegetated areas, including the following:
 - (i) areas within the Protective Fencing shall remain undisturbed and shall not be used for the storage of surplus soil, debris and building materials or equipment;
 - (ii) no contaminants shall be dumped or flushed where feeder roots of vegetation exist;
 - (iii) no vegetation or tree limbs shall be removed, pruned or otherwise damaged during the course of construction; and

- (iv) no rigging cables shall be wrapped around or installed in trees to be preserved; and
 - (f) For every tree removed, the Owner shall plant three replacement trees. Any shortfalls that cannot be planted to meet the 3:1 compensation rate will require cash compensation in the amount indicated in Schedule "F1".
2. The security provided for tree preservation in Schedule "F2" shall be based on compensation at a rate of 3:1 for tree replacements unless otherwise approved by the Director of Parks.

2.34 Street Trees

1. The Owner shall:
- (a) install trees within the rights-of-way of all streets to be dedicated to the Township, in accordance with the Landscape Plan;
 - (b) guarantee such trees for two (2) years from the date of Assumption;
 - (c) replace any and all dead trees within sixty (60) days of notification from the Township, weather permitting; and
 - (d) in the event that a tree cannot be planted in the boulevard as shown in the Landscape Plan due to the presence of utilities or other services, shall not charge the purchaser of that Lot a tree fee.

2.35 External Services

The Owner shall construct the External Services in accordance with the Construction Drawings. The External Services are to be constructed and fully inspected and commissioned prior to the issuance of any building permits for any dwelling or structure within the Plan of Subdivision except for any model homes which the Township has specifically authorized.

ACCEPTANCE OF MUNICIPAL SERVICES

2.36 Prior to Acceptance

1. Immediately prior to Acceptance of the Municipal Services, the Owner shall:
- (a) flush all sewers, manholes, and catchbasins free of road materials, building debris, and other foreign matter, clean such materials from the system, provide video inspection as required under Section 2.23 and rectify any deficiencies the video inspection may reveal;
 - (b) flush and flow test all hydrants and provide indication of the available flows in accordance with the guidelines promulgated by the National Fire Protection Association;
 - (c) sweep roadway pavement, including sidewalks, free of building debris and earth deposits, and clean and remove such material from the Lands;
 - (d) rectify and repair all damages, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, hydrant painting, etc.;
 - (e) repair and rectify all street and traffic signs; and
 - (f) submit to the Director of Engineering:
 - (i) a statutory declaration from the Owner that all contractors and subcontractors associated with the construction of Municipal Services have been paid;

- (ii) a certificate from an Ontario Land Surveyor verifying that all standard iron survey bars as shown on the registered Plan of Subdivision are in place and that all horizontal control monuments and vertical benchmarks have been established;
- (iii) all required digital data, including as-built drawings for all underground services, hard copy plots, and report information as specified in the Design Criteria and a list of the numbers, lengths, sizes, materials, etc. of all Municipal Services by reference to subdivision street and facility, including but not limited to storm and sanitary sewers, watermains, street lights and an inventory of all traffic control devices within the Plan of Subdivision and any other appurtenances, in a format as directed by the Director of Engineering; and
- (iv) a Certificate of Completion from the Consulting Engineer stating that all Municipal Services and all fencing have been completed in general accordance with the Construction Drawings, are functioning as intended, have been cleaned and flushed as applicable, and are structurally sound. The Certificate of Completion shall not be issued by the Consulting Engineer between October 31 and April 30 of any given year except at the sole discretion of the Director of Engineering.

2.37 Conditions of Acceptance

1. Acceptance of the Municipal Services shall take place upon fulfillment of the following conditions to the satisfaction of the Director of Engineering:
 - (a) all sewers, manholes, and catchbasins are clean and free of road materials, building debris and any other foreign matter;
 - (b) all roadway pavements and sidewalks are clean and free of building debris and earth deposits;
 - (c) all damage to curb boxes, sidewalks, and curbs constructed under this Agreement is repaired or rectified to the satisfaction of the Director of Engineering, Public Works and Building;
 - (d) all settlements, depressions or any other defects on roadways are repaired to the satisfaction of the Director of Engineering, Public Works and Building;
 - (e) permanent street name signs and regulatory signs and street lights have been erected on all streets within the Plan of Subdivision;
 - (f) eighty-five per cent (85%) of all buildings or structures on lots or blocks within the Plan of Subdivision, or any phase thereof, have been substantially constructed; less than 85% completion may be accepted at the sole discretion of the Director;
 - (g) eighty-five per cent (85%) of all street trees are installed, as required throughout the Lands;
 - (h) ninety-five per cent (95%) of the fencing and landscaping is complete as required throughout the Lands;
 - (i) the Director of Engineering has received all of the materials required under Section 2.36(f);
 - (j) the Owner has re-graded and seeded all vacant lots or blocks to comply with the Grading Control Plan, as defined in Section 2.29(a);
 - (k) all other obligations contained within this Agreement have been completed to the satisfaction of the Township.

2.38 Date of Acceptance

The date of Acceptance shall be the date upon which the Director of Engineering provides written notice to the Owner and to all Directors of the Township that all of the conditions of Acceptance have been fulfilled. At the sole discretion of the Director of Engineering, the date of Acceptance may be back-dated to the date of receipt of the Certificate of Completion pursuant to Section 2.36(f)(iv). The date of Acceptance marks the beginning of the Guaranteed Maintenance Period.

2.39 Maintenance and Repair of Municipal Services During Guaranteed Maintenance Period

1. The Owner shall maintain and keep in a proper state of repair and operation all of the Municipal Services during the Guaranteed Maintenance Period. At the end of the Guaranteed Maintenance Period, the Township may assume the Municipal Services if it is satisfied that all conditions required for Assumption of the Municipal Services have been satisfied.
2. The Guaranteed Maintenance Period shall commence in accordance with Section 2.38.

ASSUMPTION

2.40 Assumption

1. The parties acknowledge and agree that, as the Owner's development is proposed to proceed as a condominium, any or all Municipal Services may not be subject to Assumption by the Township. If Assumption proceeds, then immediately prior to Assumption, the Owner shall:
 - (a) provide a certificate by a registered Ontario Land Surveyor that the surveyor 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;
 - (b) clean all sewers, manholes, and catchbasins to be free of road materials, building debris, and other foreign matter, and clean such materials from the system, provide a sewer video inspection and rectify any deficiencies the sewer video inspection may reveal;
 - (c) clean and remove any debris and earth deposits from all roadway pavement and the Lands;
 - (d) rectify and repair all damages, settlements or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
 - (e) pay for the cost of installation of pavement markings;
 - (f) repair grading problems associated with any Lot;
 - (g) rectify, clean out and repair damages to the stormwater management facilities;
 - (h) rectify and repair damage to any retaining walls in the Plan of Subdivision;
 - (i) pay all outstanding work orders that the Township may have concerning emergency repairs;
 - (j) make all necessary plant material replacements;
 - (k) provide an updated and current complete set of "as-built" Construction Drawings and design sheets for the Municipal Services, in a form acceptable to the Director of Engineering; and
 - (l) provide a certificate from an Ontario Land Surveyor that benchmark monuments have been installed in the locations required by the Director of Engineering and to

the specifications outlined in the Design Criteria. The number of said benchmarks shall be no less than one per each Registered Plan of Subdivision within the Lands.

2.41 Conditions for Assumption

1. Following the Guaranteed Maintenance Period, Assumption shall take place upon fulfillment of the following conditions to the satisfaction of the Director of Engineering:
 - (a) all sewers, manholes, and catchbasins are clean and free of road materials, building debris and any other foreign matter;
 - (b) all deficiencies of underground and above ground utilities have been rectified;
 - (c) all roadway pavements and sidewalks are clean and free of building debris and earth deposits;
 - (d) all damages, settlements or depressions to the above ground infrastructure including but not limited to, curbs, water boxes, sidewalks, roadways, etc. are repaired or rectified;
 - (e) the grading of each individual Lot has been rectified;
 - (f) any and all other deficiencies in any Municipal Service has been rectified; and
 - (g) the Director of Engineering has received:
 - (i) an updated Certificate of Completion from the Consulting Engineer stating that all Municipal Services and all fencing and retaining walls have been completed in accordance with the Construction Drawings, are functioning as intended, have been cleaned and flushed as applicable, and are structurally sound. The updated Certificate of Completion shall not be issued by the Consulting Engineer between October 31 and April 30 of any given year except at the sole discretion of the Director of Engineering;
 - (ii) confirmation from the Township's maintenance departments that any repairs or emergency repairs that may have been completed by the Township have been paid for by the Owner; and
 - (iii) confirmation from the Director of Finance that all other outstanding taxes, fees and charges of any kind whatsoever have been paid to the Township by the Owner.

2.42 Assumption By-law

After receipt of the documentation set out in Section 2.41(g), the Director of Engineering shall submit a written report to Council advising that the Services which are the subject of the report have been constructed and installed in accordance with this Agreement, 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 Municipal Services are in the required condition to be assumed. Upon receipt of the report of the Director of Engineering and being satisfied therewith, Council may pass an Assumption By-law. Upon the coming into force of the Assumption By-law, the complete ownership of the Municipal Services which are the subject matter of the Assumption By-law shall vest in the Township 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 Municipal Services were constructed or installed.

**PART III
PARK SERVICES**

3.1 Parkland Dedication

1. The Owner shall convey such lands to the Township as may be required for park or other recreational purposes in accordance with the Township's By-Law #98-101 (or successor). The lands to be conveyed are identified in Schedule "H" and further dealt with in detail in Schedule "J". Lands to be conveyed for park or other recreational purpose shall be in a physical condition that is satisfactory to the Township.
2. In the alternative, and at the sole discretion of the Township, the Owner shall pay to the Township such amounts as may be required as cash-in-lieu of the conveyance of lands for park or public recreational purposes in accordance with By-Law #98-101 (or successor) and as set out in Schedules "F3" and "J".

3.2 No Credit or Compensation for Over-Dedication

Any over-dedication of lands for park purposes or combination of payment of cash-in-lieu/over-dedication of lands made by the Owner shall not be subject to credit, reimbursement or compensation to the Owner and the Owner hereby expressly waives and disclaims any entitlement to credit, reimbursement or compensation unless otherwise expressly provided for in this Agreement.

3.3 Certain Lands Not Comprising Parkland

In accordance with By-Law #2016-10 or successor thereto, the conveyance of certain lands shall not be considered a conveyance of lands for park or other recreational purposes. These include natural heritage features, hydrologically sensitive features, associated vegetation protection zones, utility rights-of-way or easements, railway corridors, stormwater management facilities, remnant vista parcels and pedestrian pathways, and lands unsuitable for park or other public recreational purposes due to size, configuration, road frontage, topography, soil condition or other like matters, as determined by the Township. If such lands are conveyed to the Township or other public agency, they shall not constitute any part of lands for park or other recreational purposes and shall not be eligible for any compensation, credit or reimbursement by the Township or other public agency.

3.4 Design and Construction of Public Parks

1. The Owner shall:
 - (a) retain a landscape architect, who is a member in good standing with the Ontario Association of Landscape Architects (the "Landscape Architect") to design and administer detailed park and open space plans;
 - (b) retain a certified arborist (the "Arborist");
 - (c) ensure that its agreements or contracts with the Landscape Architect and Arborist shall include design, general supervision, resident supervision and certification for the construction and installation of Park Services and shall provide that the Director of Parks shall be entitled to inspect such construction and installation and shall have the power to stop any work in the event that, in his or her opinion, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Township;
 - (d) ensure that the Landscape Architect and Arborist remain under retainer by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director of Parks.
 - (e) ensure that the construction and installation of Park Services shall be supervised by the Landscape Architect and Arborist, as applicable;
 - (f) submit a detailed park construction schedule for the approval of the Director of Parks that conforms with the milestones in the General Work Plan and commence

and complete all work in accordance with the approved detailed park construction schedule;

- (g) submit for the prior review and approval of the Director of Parks the selection of the landscape contractors as well as addenda, change orders, progress draws, inspection reports or other correspondence relating to the administration of the contract for the construction of the Park Services;
- (h) employ dust control measures to protect the adjacent residences while the Park Services are under construction;
- (i) construct temporary fencing around park sites and in such other locations as may be required by the Director of Parks during the period of construction of Park Services;
- (j) grade and sod all parks, including the installation of all drainage systems to the satisfaction of the Director of Parks;
- (k) construct such outdoor and indoor facilities, buildings, structures and amenities and to install and erect all park furniture and walkways and parking lots as are set out in the Construction Drawings;
- (l) install all landscaping to the satisfaction of the Director of Parks;
- (m) construct permanent fencing around all boundaries of all completed public parks as may be required by the Director of Parks.

PART IV BUILDING PERMITS AND OCCUPANCY

4.1 Building Permit Issuance

1. The Owner shall not apply for or be entitled to building permits, except for any model homes which the Township has specifically authorized, until:
 - (a) this Agreement has been registered on title to the Lands;
 - (b) the Plan of Subdivision has been Registered
 - (c) the Director of Engineering has confirmed that satisfactory water, road and sewage facilities are available to service the Lands and all roads are paved with base course asphalt;
 - (d) the Township's Fire Chief has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
 - (e) the Director of Engineering has confirmed that "Unassumed Road" signs, temporary street name and regulatory signs have been installed in accordance with this Agreement;
 - (f) the Director of Finance has confirmed that all applicable development charges, taxes, levies, fees and other payments required under this Agreement have been paid in full or secured by sufficient security;
 - (g) the Township's solicitor has confirmed that all necessary conveyances of land, easements and reserves have been received free and clear of all Encumbrances and have been registered against title;
 - (h) the Director of Engineering has certified that, on lots or blocks on which easements have been imposed or for lots and blocks immediately adjacent to such easements, required Municipal Services have been installed within the limits of the easements granted to the Township;

- (i) the Owner is capable of satisfying all requirements related to any other applicable law in accordance with the *Building Code Act, 1992*, S.O. 1992, c.23;
- (j) detailed lot grading and siting plans showing the lot drainage and grading, location of all utilities (storm, sanitary and water), as well as the depth at the connection on the street line have been submitted to the Chief Building Official, stamped by an Ontario Land Surveyor or the Consulting Engineer, and approved in accordance with the requirements of the Township;
- (k) the Owner has complied with all matters specified in Schedule “J” and Schedule “N” (where applicable); and
- (l) all building permit fees have been paid to the Township.

4.2 Occupancy of Buildings

1. No building or part thereof within the Plan of Subdivision shall be occupied until the work for which the building permit was issued is completed in accordance with the occupancy requirements of the *Building Code Act, 1992* and the *Ontario Building Code* and an occupancy permit has been issued, and
 - (a) all lot grading has been completed in general conformity to the approved drawings;
 - (b) a water meter has been installed and inspected by the Township;
 - (c) street lights are installed, operational and energized;
 - (d) hydro-electric service to the building is in operation and approved by the applicable authority;
 - (e) all acoustical barriers and/or berms required by the terms of this Agreement have been completed on or adjacent to the lot or block upon which the building has been erected;
 - (f) any retaining wall as shown on the overall grading control plan is constructed and certified by the Consulting Engineer;
 - (g) the municipal address, as assigned to the dwelling by the Township, has been permanently posted on the front of the dwelling in such a manner as to be clearly visible from the street as required by the Township. Where a unit can be accessed by a rear lane, the municipal address shall also be posted in a location clearly visible from the lane;
 - (h) the Township has verified by way of sewer lateral camera inspection that the installation of the sanitary sewage system for each newly constructed building is in compliance with the requirements of the Ontario Building Code and the Township’s by-laws;
 - (i) if the building has a sideyard less than 1.2 m in width, the Lot shall not be transferred unless there is an easement, or adequate arrangements have been made, to the satisfaction of the Township Solicitor, to ensure creation of an easement, over the lands abutting such sideyard that will provide adequate access for maintenance purposes; and
 - (j) all other matters specified in Schedule “J” have been complied with.
2. The security for occupancy provided pursuant to Section 8.1 and Schedule “F2” guarantees the Owner’s compliance with the occupancy provisions in this Section 4.2. The Township shall be entitled to draw upon the security should a building or structure be occupied in contravention of this Section 4.2 in the amount of \$5,000.00 for each contravention.
3. The security for occupancy shall remain in force until all occupancy permits have been issued for all buildings or structures in the Plan of Subdivision,

4.3 Interim Occupancy

In the event that an occupancy permit is requested and all the provisions of Section 4.2 have not been complied with, the Chief Building Official may, in his or her sole discretion, issue an early occupancy permit only if the occupancy of a dwelling (i) is not contrary to the occupancy provisions of the *Building Code Act, 1992* and the *Ontario Building Code* and; (ii) will not, in the opinion of the Chief Building Official, create a hazard to the safety of the occupants. The Owner shall complete any thing or matter that may be specified in the early occupancy permit within the time period indicated therein. The issuance of an early occupancy permit shall not relieve the Owner from the requirement to obtain an occupancy permit in accordance with the provisions of Section 4.2.

4.4 Post Occupancy

1. After occupancy permits have been issued, the Owner shall:
 - (a) sod all lots, construct all sidewalks and complete all boulevard grading and sodding in accordance with the Design Criteria, to the satisfaction of the Development Engineer, such work
 - (i) to be completed by July 1 of the same year for occupancies occurring between January 1 and March 31, or as otherwise agreed to by the Director of Engineering;
 - (ii) to be completed by October 15 of the same year for occupancies occurring between April 1 to August 31, or as otherwise agreed to by the Director of Engineering; and
 - (iii) to be completed by July 1 of the following year for occupancies occurring between September 1 to December 31, or as otherwise agreed to by the Director of Engineering.
 - (b) pave all driveways, between the roadway and the garage or dwelling, in accordance with the Design Criteria and to the satisfaction of the Director of Engineering no later than sixty (60) days following the date of completion of the works described in Section 4.4(1)(a);
 - (c) install any fencing required on the Lot upon which the building has been erected as well as adjacent to a walkway, park, or open space block abutting such Lot no later than sixty (60) days following the date of completion of the works described in Section 4.4(1)(a); and
 - (d) prior to commencing the matters required in Subsection 4.4(1)(b) and (c), complete or install any special architectural feature, fence detail, or supplementary landscaping specified by the Control Architect.

4.5 Entry onto Lots

If the Township deems it necessary to enter upon any Lot because of a breach of this Part 4.4 for the purpose of rectifying and/or remedying any or all of deficiencies noted on the early occupancy permit, it may do so without any further additional notice to the Owner. The Owner shall be liable for all costs of such rectification and/or remediation and shall forthwith upon demand pay to the Township its cost thereof plus an administrative fee of twenty-five per cent (25%).

4.6 Part Lots

No building permits shall be issued for any part lots until the part lots are combined with adjacent lands to create lots that conform in all respects with the Township's Zoning By-law.

4.7 Building Numbers

1. The Owner shall:

- (a) submit to the Clerk for review and approval, a copy of the Final Approval upon which each Lot is labelled with building numbers in accordance with the Design Criteria;
 - (b) erect temporary signage on each Lot identifying the lot number, municipal street number and the builder's name prior to obtaining a building permit;
 - (c) install, prior to occupancy or early occupancy, house numbers that are sufficiently illuminated and at a prominently visible height and location in accordance with the Design Criteria, and ensure that they are maintained as installed until Assumption; and
 - (d) where a unit can be accessed by a rear lane/roadway, the municipal address post the house number in a location clearly visible from the lane/roadway.
2. The Township will not consider any requests from any party for changes to house numbering except in the event of an error or omission or if a specific change is recommended by King Fire and Emergency Services to improve emergency response.

4.8 Street Names

Streets on the Plan of Subdivision shall bear names as approved by the Township in accordance with the Township's Street Naming Policy and the inventory of reserved street names for use in the Township. Any request for a change to a street name or for a new street name not previously considered at the time of Final Approval must be formally made to the Clerk's Department, for consideration by Council in accordance with the Street Naming Policy.

4.9 Model Homes

The Chief Building Official may issue model home building permits provided that the Owner has entered into a model home development agreement with the Township.

PART V FIRE

5.1 Compliance with Fire Code

The Owner shall comply with all relevant provisions of the Ontario Fire Code and shall maintain all fire hydrants in operating condition and readily available and unobstructed for use at all times until Assumption.

5.2 Firebreak Lots

1. No construction shall commence on a Firebreak Lot without the written approval of the Fire Chief. Firebreak Lots will be determined prior to Final Approval of the Plan of Subdivision or each phase thereof. Every fifth lot will be established as a Firebreak Lot unless otherwise approved by the Fire Chief. Firebreak lots shall be identified with the appropriate signage installed by the Owner, showing "FB" for firebreak until the exterior cladding is completed on the affected lot.
2. Dwellings or structures that abut a Firebreak Lot will be inspected by the Fire Department prior to the release of the Firebreak Lot
3. Notwithstanding that a building permit has been issued for any Firebreak Lot, no construction shall proceed on such Firebreak Lot until the exterior finish cladding, roofing, windows and interior drywall (taped/mudded - 1 coat) on the dwelling or structure abutting each side lot line of the Firebreak Lot has been completed, unless otherwise approved by the Fire Chief.
4. The Owner may request a change in the designation of any Firebreak Lot and such request shall be considered by the Fire Chief, whose decision shall be final. If the Fire Chief grants

the request of the Owner, the Owner shall make payment of the associated fee as set out in the Township Fees and Service Charges By-law.

5.3 Security for Firebreak Lots

Where construction of a building or structure proceeds on any lot in contravention of Section 5.2, the Township is entitled to draw upon the security posted pursuant to Section 7.1 and Schedule "F2" in the full amount.

5.4 Open Burning of Materials

The Owner shall not conduct open air burning on the Lands during any construction undertaken pursuant to this Agreement and shall comply at all times with the Township's Open Air Burning By-law No. 2015-109. In addition to any other remedies the Township may have with respect to the breach of this Agreement, contravention of the Burning By-law could result in the laying of charges against the Owner.

5.5 Fire Safety Plan

- (a) The Owner shall establish a site-specific fire safety plan that addresses all matters related to fire safety during construction on the Lands, including but not limited to such matters as hot work, usage of portable/gas heaters (salamanders), smoking on site, and how to manage a situation involving a fire (9-1-1).
- (b) Twenty (20) pound, multi-purpose fire extinguishers shall be placed on the utility poles in front of any homes that are under construction, to the satisfaction of the Fire Chief.

PART VI PLANNING

6.1 Architectural Control Guidelines

1. The Owner shall:
 - (a) retain or engage a Control Architect satisfactory to the Township;
 - (b) submit architectural control and urban design guidelines prepared by the Control Architect that establish architectural and urban design guidelines for the Plan of Subdivision and specify the manner in which the design of buildings will comply with the guidelines (collectively the "Architectural Control Guidelines"), all to the satisfaction of the Director of Planning;
 - (c) ensure that the Control Architect is not the same individual or firm responsible for the design of buildings and structures to be constructed within the Plan of Subdivision; and
 - (d) obtain the prior written approval of the Township for any minor modifications to the proposed buildings and structures from the Architectural Control Guidelines.
2. A control architect shall also be retained by the Township, at the cost of the Owner, to ensure that all development proceeds in compliance with the approved Architectural Control Guidelines. At the sole discretion of the Township, the Township may retain the Control Architect to fulfill this function.
3. Prior to the submission of pre-approved models, or of individual building permit applications if a pre-approved model program is not utilized, the Township's control architect shall have stamped and signed the drawings certifying compliance with the Architectural Control Guidelines.
4. The Township may undertake periodic reviews to ensure compliance with the Architectural Control Guidelines. Should inadequate enforcement be evident, the Township may cease

to accept drawings stamped by the Township's control architect and retain another control architect at the expense of the Owner.

6.2 Display Plans

1. The Owner shall cause the following information to be displayed on the interior wall of the sales office, information approved by the Director of Planning, prior to offering any units for sale, to be monitored periodically by the Township. No building permit shall be issued for a sales office or model home, or a residential unit until such information is approved by the Director of Planning.

- (a) the Plan for the broader area, showing surrounding land uses, arterials/highways, railways and hydro lines etc.
- (b) the location of street utilities, community mailboxes, entrance features, fencing and noise attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval.
- (c) the location of parks, open space, stormwater management facilities and trails.
- (d) the location of institutional uses, including schools, places of worship, community facilities.
- (e) the location and type of commercial sites.
- (f) colour-coded residential for singles, semis, multiples, and apartment units.
- (g) The following statement on the plan/map: "This map is based on information available as of (date of map) and may be revised or updated without notification to purchasers." [In such circumstances, the Owner is responsible for updating the map and forwarding it to the Township for verification.]
- (h) Until the plan is registered the following information must also be shown in BOLD CAPITAL TYPE:

“THE PLAN OF SUBDIVISION IS NOT YET REGISTERED;

THE CONSTRUCTION OF THE HOMES CANNOT COMMENCE UNTIL AFTER REGISTRATION OF THE PLAN AND ISSUANCE OF BUILDING PERMITS (EXCLUDING MODEL HOMES);

NOTWITHSTANDING THE EXPECTATIONS OF THE VENDORS AND PURCHASE OF HOUSES, IT IS POSSIBLE THAT DELAYS COULD OCCUR WITH RESPECT TO THE REGISTRATION OF THE PLAN OF SUBDIVISION AND THE ISSUING OF BUILDING PERMITS, WHICH MAY AFFECT THE ABILITY OF THE VENDORS TO PERFORM THEIR OBLIGATIONS WITHIN THE TIME PRESCRIBED IN ANY AGREEMENTS OF PURCHASE AND SALE.”

2. The plan required by this condition shall be approved by the Director of Planning prior to the Owner offering dwelling units for sale and/or registration of the plan, whichever occurs first.

6.3 Signs on Vacant Land

The Owner agrees to erect signs on any vacant land within the Plan of Subdivision indicating the designated or proposed use of future development blocks.

**PART VII
FINANCIAL ARRANGEMENTS**

7.1 Fees

1. Concurrent with the delivery of executed copies of this Agreement to the Township, the Owner shall provide to the Township, by cash or certified cheque, the total amount of cash shown on Schedule "F1".
2. In addition, the Owner shall pay to the Township, in full and no later than thirty (30) days from the date it is presented with an invoice from the Township, the following amounts:
 - (a) legal expenses and disbursements incurred by the Township for the preparation and processing of this Agreement, which amount includes the cost of registration of documents in the land registry office and all documents and all agents' fees related to such registrations;
 - (b) one percent (1%) top up increments to the engineering fee deposit on Schedule "F1", as required by the Township's Fees and Services By-law; and
 - (c) any and all such other or additional costs and expenses that may be incurred by the Township in relation to the Plan of Subdivision and this Agreement.

7.2 Engineering Fees

The Owner acknowledges and agrees that, because no works are authorized under this Agreement, the Township has not requested its standard engineering fee and deposit as well as security for works. The Owner further acknowledges and agrees that said engineering fee, deposit and security will be required under, and shall be paid in full concurrent with the execution of the Site Plan Development Agreement required for the Lands.

7.3 Lawful Levies and Rates

Notwithstanding any of the provisions of this Agreement, the Lands shall remain liable in common with all other assessable property in the Township for all lawful rates and levies of the Township.

7.4 Local Services and Local Connection Charges

1. 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 (except where a charge is referred to herein as a "development charge") are characterized as:
 - (a) local services installed or provided at the expense of the Owner related to or within the Plan of Subdivision as a condition of approval under s. 51 of the *Planning Act*;
 - (b) connections to water and sewer facilities installed at the expense of the Owner, or
 - (c) services denoted on approved plans or drawings or specifically noted in the Agreement for which the Owner is making no claim for credits from the development charge by-law,

and are not charges related to development within the meaning of the *Development Charges Act, 1997*.

7.5 Development Charges

- (a) Development charges and applicable area specific development charges shall be paid to the Township in accordance with the Township's development charge by-law in effect at the time of payment of the charges.
- (b) Where the Plan of Subdivision is to be registered in phases as shown on Schedule "L" then, pursuant to Section 27 of the Development Charges Act, 1997, all hard services components of the development charge, inclusive of the applicable area specific development charge (collectively the "Hard Services Component"), shall be paid on a phase by phase basis prior to Final Approval of each phase of the Plan

and shall be calculated as of the day upon which Final Approval of the applicable Phase is given, except that the Hard Services Component for the first phase shall be paid in accordance with Section 7.1 and Schedule "F1."

7.6 Development Charge Credits

The Owner hereby releases and forever discharges the Township from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Owner hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Owner.

7.7 Credit or Front-Ending Agreements

If the Owner wishes to proceed with the installation of municipal infrastructure external to the Lands prior to the Township having sufficient funds in its development charge reserves in order to permit the Owner to service subsequent phases of the Plan of Subdivision, the Township agrees to consider entering into a credit, front-ending or early payment agreement with the Owner to secure the provision of such works, services or infrastructure or the payment thereof. The decision of Council as to whether it will enter into such an agreement is final and binding.

7.8 No Recovery, Reimbursement, Restitution or Credits

The Township is under no obligation whatsoever to recover, reimburse or otherwise pay the Owner for any Municipal Services constructed, installed, paid for or otherwise provided by the Owner under this Agreement. The Owner hereby waives, disclaims and surrenders any right or entitlement it may have to seek reimbursement, compensation, restitution or credit from the Township. The Owner shall not institute any action, appeal, application, claim, referral or suit against the Township seeking reimbursement, compensation, restitution or credit from or against the Township and expressly agrees that this provision may be pleaded by the Township in any proceeding as an estoppel of the Township's denial of the Owner's purported right.

**PART VIII
SECURITY AND INSURANCE**

8.1 Letter of Credit

1. The Owner shall:
 - (a) deliver concurrently with executed copies of this Agreement to the Township a single irrevocable letter of credit in the total amount set out in Schedule "F2" in order to guarantee compliance with all provisions of this Agreement. The letter of credit shall be in the form attached as Schedule "M"; and
 - (b) keep the letter of credit in full force and effect and shall pay all premiums as the letter of credit becomes due or until such time as the Township releases or reduces the letter of credit in accordance with the provisions of this Agreement.
2. The Township reserves the right to draw on and use the proceeds from the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement whether or not such work or matter is specifically secured by way of a letter of credit.
3. Notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Township determines that any reduction in the letter of credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Township shall not be obligated to reduce or release the letter of credit as by the particular provision until such time as such work is satisfactorily completed or the Township has sufficient security to ensure that such work will be completed.

4. Wherever in this Agreement security is required to be filed with the Township, the Owner may instead of filing a letter of credit deposit cash or a certified cheque to be cashed, in an amount equal to the security required and such deposit shall be held by the Township as security in accordance with this Agreement.
5. No interest shall be payable on any cash deposits or certified cheques provided as security under this Agreement.
6. Upon the transfer of ownership of any of the Lands (except the transfer of Lots for the purposes of occupancy of dwellings by residents), the Township shall not return any letter of credit required under this Agreement until the new owner files a substitute letter of credit or letters of credit in the required amounts with the Township.

8.2 Reduction and Return of Security Related to Services

- (a) Prior to the reduction of security held by the Township for any Services, the Owner must submit the following documentation to the Township:
 - (i) statutory declaration of works completed;
 - (ii) worker's compensation clearance; and
 - (iii) proof of expiration of construction lien period (45 days).
- (b) Upon submission of the documents set out in Section 2.36(1)(f) and Section 8.2(a), the Owner may apply for and the Township may, at the sole discretion of the Director of Engineering, reduce the securities as follows:
 - (i) Security for Municipal Services may be reduced to a minimum of twenty per cent (20%) of the cost of completed Municipal Services as estimated in Schedule "E"; and
 - (ii) Security related to retaining walls, privacy and noise attenuation fencing, street trees and landscape plantings may be reduced to a minimum of twenty per cent (20%) of the cost of these services or facilities which minimum amount shall not be subsequently reduced or released until two (2) years from the date of Assumption.
- (c) Following the coming into force of the Assumption By-law, the Owner shall be entitled to a complete release of any remaining securities held by the Township in respect of the Services that are the subject matter of the Assumption By-law, save and except for securities held in relation to Services for which the Guaranteed Maintenance Period, or any other obligation of the Owner to maintain a Service, runs for two years after Assumption.

8.3 General Liability Insurance Policy

1. Prior to commencing any work with respect to the Plan of Subdivision, the Owner shall take out and keep in force comprehensive general liability insurance against claims for personal injury, death or property damage resulting from any accident or occurrence. The Owner shall deliver with this Agreement (if not previously delivered) a certified copy of the policy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance, the form and content of which shall be satisfactory to the Township and naming the Township as an additional insured. Such policy shall be kept in full force and effect until all of the Municipal Services required under this Agreement have been assumed by the Township and shall comply with the following provisions:
 - (a) the minimum limit shall be \$5,000,000.00 per occurrence, all inclusive, for property damage and personal liability;
 - (b) it shall not contain a clause for exclusion for blasting;

- (c) the premium must be paid initially for a period of one year and the policy shall be renewed for further one-year periods until all Services required under this Agreement are installed and assumed by the Township;
- (d) if the policy contains a deductible clause, the Owner shall be liable and responsible for the deductible amount;
- (e) the policy shall provide for cross-liability and severability of interest protecting the Township against claims by the Owner as if it were separately insured and shall provide that the Township shall be insured notwithstanding any breach of any condition in the policy by any other insured; and
- (f) the policy shall provide that the insurer shall not cancel or refuse to renew it without first giving the Township at least sixty (60) days prior written notice.

8.4 No Relief

The issuance of the policy of insurance required by Section 8.3 shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.

8.5 Notice of Cancellation

If the Township receives notice from the insurer that it has cancelled or refused to renew the insurance, or that it intends to do so, or if the Township otherwise determines that the insurance has lapsed or is about to lapse without renewal or replacement, the Township may, on written notice to the Owner and at the sole cost and expense of the Owner, obtain insurance in accordance with Section 8.3. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Owner shall forthwith, upon receipt of written notice thereof from the Township, reimburse the Township for the cost of such insurance payable as noted above. In addition, the Township shall, at its sole discretion and option, be entitled to draw upon any security posted under this Agreement to cover the costs of the insurance.

PART IX CONVEYANCE OF LANDS AND EASEMENTS TO MUNICIPALITY

9.1 Conveyances

Upon Registration of the Plan of Subdivision, the Owner shall convey to the Township the lands, easements and other interests in land described in Schedule "H" (collectively the "Public Lands")

9.2 Registration of Easements and Lands

All conveyances of Public Lands shall be in a registerable form acceptable to the Township's solicitor. The Owner hereby gives authority to the Township to complete any requisite details in the documents referred to in this Part IX.

9.3 Additional Lands and Conveyances

1. If the Township subsequently determines that in addition to the Public Lands, other lands, easements or other interests in lands (the "Additional Public Lands") are required for purposes of completing installation of the Services, the Owner shall convey the Additional Public Lands on demand to the Township if the Owner owns the Additional Public Lands and otherwise shall use reasonable commercial efforts to arrange to have the Additional Public Lands conveyed forthwith to the Township.
2. If the Township determines, in its sole and absolute discretion, that any of the Public Lands or Additional Public Lands conveyed to the Township are no longer required, then the Township may dispose of same as it deems appropriate, including to any person with or without compensation and with no liability to provide any compensation to the Owner therefor.

3. Any and all Public Lands or Additional Public Lands conveyed to the Township pursuant to this Agreement shall be so conveyed free and clear of any and all Encumbrances and at no cost to the Township.

9.4 Inhibiting Order

The Township shall present an application for an order inhibiting any dealings with the Lands to the applicable Land Registrar following the Registration of the Plan of Subdivision. The Owner shall do nothing that will affect the registered title of the Lands until the inhibiting order is entered against title to the Lands. The Township shall not be obligated to register any documents not in compliance with the inhibiting order or to apply to have the inhibiting order removed from title until the Owner has supplied all documents in compliance with this Agreement in registerable form to the Township and all other documents required to provide discharges, releases and postponements with respect to any Encumbrances with respect to the Lands have been registered against title to the Lands.

9.5 Environmental Clearance

The Township shall not be obligated to accept any Public Lands or Additional Public Lands until it is satisfied that the land is environmentally suitable for its proposed use. The Owner shall provide a phase one environmental site assessment of the Public Lands and Additional Public Lands, and if necessary, a phase two environmental site assessment of same, by a qualified person and will take further action as necessary such that a record of site condition can be filed in the Environmental Site Registry in respect of the Lands, all as set out in Part XV.1 of the Environmental Protection Act. The Owner shall reimburse the Township for the cost of any peer review of any environmental site assessment report, or other reports and documents, prepared by the Owner.

PART X NOTICE & WARNING CLAUSES

10.1 Notices and Warning Clauses

1. The Owner shall include the notices and warning clauses set out in Schedule "I" in all agreements of purchase and sale entered into subsequent to the execution of this Agreement for the Lots set out in Schedule "I".
2. The Owner shall include all applicable notices and warning clauses in any agreement of purchase and sale when offering for sale and selling any Lot to a purchaser, including a Builder. The Owner shall require all Builders to include the same notices and warning clauses in subsequent agreements of purchase and sale with end-users of the Lots and dwellings.
3. The Owner shall provide a copy of the agreement of purchase and sale which is to be used with Builders and with end-users to the Township.

10.2 Development Charges Notice

The Owner shall provide notice to the first purchaser of any Lot, prior to transfer of the Lot, of all development charges payable in respect of the Lot and the Plan of Subdivision, including development charges already paid by the Owner or development charges that may be payable in the future.

**PART XI
ADMINISTRATION**

11.1 Registration of Plan

The Owner agrees to undertake all necessary steps, provide all necessary documentation and work cooperatively with the Township to ensure that the Plan of Subdivision is Registered as soon as possible after Final Approval.

11.2 Notices

- (a) If any notice is required to be given by the Owner to the Township with respect to this Agreement, such notice shall be mailed by postage prepaid mail, personally delivered, emailed or sent by facsimile transmission to:

The Corporation of the Township of King
2585 King Road
King City, Ontario
L7B 1A1

ATTENTION: Township Clerk
Fax: 905-833-2300
E-mail: clerks@king.ca

All notices, demands or requests shall be deemed to have been properly given if delivered personally or sent by prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days upon being deposited with the post office, or upon proof of delivery by return receipt. However, in the event of the interruption of postal services, the notice shall not be deemed to have been given during such period of interruption, unless the notice has been actually received.

- (b) Any notice sent by postage pre-paid mail shall be deemed to have been received on the third (3rd) day after mailing.
- (c) Any notice required to be given to the Owner shall be provided to the persons, addresses and facsimile numbers set out in Schedule "J".

11.3 Nullification of this Agreement

1. If construction of the Municipal Services is not commenced, or final registration of the Plan is not effected, within three (3) years from the date of execution of this Agreement, the Township may, at its option and on three (3) months' notice to the Owner, terminate this Agreement and declare it null and void and of no further effect.
2. If this Agreement is terminated, the Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner pursuant to this Agreement or for any credits for services or works in lieu of the payment of any development charges made pursuant to this Agreement. Should any refund or credit be provided, it shall be in the sole discretion of the Township and without interest.
3. If this Agreement is terminated, the Township may in its sole and absolute discretion reassign the water and sewage capacity allocation to lands other than the Plan.

11.4 Registration of Agreement

This Agreement shall be registered upon title to the Lands forthwith after its execution. The Owner shall pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendment thereto notwithstanding that such registration may have been solely at the instance of the Township.

11.5 Postponement and Subordination

The Owner shall obtain and register such discharges and/or postponements as may be acceptable to the Township of any and all Encumbrances prior to the registration of this Agreement. The Owner acknowledges that the Township will not be required to finalize or register this Agreement until it has been satisfied that no other Encumbrances are registered upon or affect the Lands.

11.6 Enforcement

The Owner acknowledges that the Township, 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*.

11.7 Compliance with all other Governing Laws

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, or applicable by-laws, laws or regulations established by any other government body.

11.8 Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be constructed with all changes in number and gender as may be required by the context.
- (c) 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” which includes, without limitation, all associated or ancillary disbursements, costs and applicable taxes (including HST).
- (d) Every provision of this Agreement by which the Owner is obligated to carry out an activity or produce any documents or reports or do any thing shall be deemed to include the words: (i) “or cause to be carried out” where the context so requires, and the same applies, with necessary modifications, to “implement,” “prepare,” “produce,” “provide” and other similar words or phrases and (ii) “to the satisfaction of the Director of Engineer” or other applicable Director.
- (e) References in this Agreement to any legislation (including but not limited to regulations, by-laws, design criteria, standards or specifications) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.
- (f) All obligations contained in this Agreement, although not expressed to be covenants, shall be deemed to be covenants. Any reference in this Agreement whereby the Owner agrees to do something shall be deemed to read “covenants and agrees.”
- (g) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (h) All covenants and conditions contained in this Agreement shall be severable, and should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

11.9 Waiver

The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.

11.10 Indemnity

1. The Owner agrees:
 - (a) to save, defend and keep harmless and fully indemnify the Township and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Township, its elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Township, its elected officials, officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the Township entering into this Agreement and the fulfillment by the Owner of its obligations under this Agreement including the default or breach by the Owner of its obligations under this Agreement or by reason of any negligence or willful default of the Owner, its officers, employees, agents or persons acting under its direction in connection with the Owner's obligations hereunder;
 - (b) to pay to the Township and to each such elected official, officer, employee or agent on demand, any loss, costs, damages and expenses which may be sustained, incurred or paid by the Township or by any of its elected officials, officers, employees and agents in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Township or any of its elected officials, officers, employees or agents in settlement of or in discharge or on account thereof;
 - (c) to release the Township and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the Township its elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Owner by reason of, or on account of, or in consequence of the fulfillment of their respective obligations or exercise of their respective powers under this Agreement. Any amounts owing to the Township pursuant to the obligation of the Owner to indemnify the Township pursuant to the terms of this Agreement may be collected by the Township, in addition to any other remedies it may have, as taxes with all such amounts to be payable as directed by Township Council pursuant to Section 446 of the *Municipal Act, 2001*; and
 - (d) without limiting the generality of any of the foregoing, to indemnify and save harmless the Township of King and York Region from all claims and actions as a direct or indirect result of water or sanitary sewer service not being available for all or portions of the Plan when anticipated or at all.

11.11 Applicable Law

The Owner shall not be entitled to the issuance of building permits for any Lots in the Plan of Subdivision until this Agreement has been registered on title. The Owner agrees and consents to the registration of this Agreement being considered "applicable law" for the purposes of building permit issuance pursuant to subsection 8(2) of the *Building Code Act, 1992*.

11.12 No Challenge to Agreement

Neither party to this Agreement shall call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the other party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are

entitled to all remedies arising from it, notwithstanding any provision in section 51 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right

11.13 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

11.14 No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter the Council which authorized the execution of this Agreement or any successors of Council in the exercise of any of Council's discretionary powers, duties or authorities. The Owner shall not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

11.15 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

11.16 Successors & Assigns

This Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Lands.

11.17 Full Agreement

This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of
 Authorized to be executed by By-law
 _____, passed on the ____ day of
 _____, 20__.

THE CORPORATION OF THE TOWNSHIP OF KING
 Per:

 Steve Pellegrini,
 Mayor

 Denny Timm,
 Clerk

Authorized by By-law No. 2024 __

 Name: Sophina Ursini
 Authorized Signing Officer

I/We have authority to bind the corporation.

FIFTH AVENUE HOMES (KING CITY) INC. – 19T-19K03

SCHEDULE “A1” - DESCRIPTION OF THE LANDS

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the Geographic Township of King, in the Regional Municipality of York, being composed of:

Firstly; LOT 10 PLAN 337 KING, PART 1 65R39068; TOWNSHIP OF KING; having P.I.N. 03372-1008 (LT)

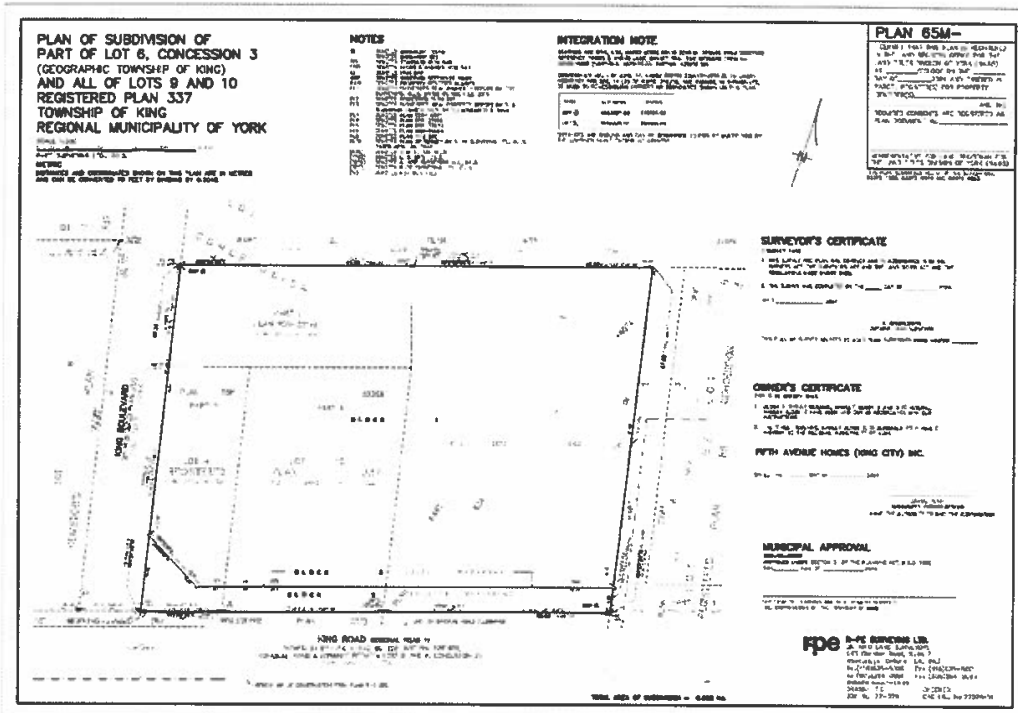
Secondly; LOT 9 PLAN 337 KING, PART 2 65R39068; TOWNSHIP OF KING; having P.I.N. 03372-1007 (LT)

Thirdly; PART OF LOT 6 CONCESSION 3 KING, DESIGNATED AS PART 1, 65R-37166; TOWNSHIP OF KING; having P.I.N. 03372-0978 (LT)

Fourthly; PT LT 6 CON 3 KING, PT 1 65R16074; KING; TOWNSHIP OF KING; having P.I.N. 03372-0363 (LT)

Land Registry Office for the Land Titles Division of York No. 65.

SCHEDULE "A2" - PLAN OF SUBDIVISION



SCHEDULE "B" - SOLICITOR'S CERTIFICATE OF OWNERSHIP

I, Paul R. Bottos, a solicitor of Ontario, do hereby certify that Fifth Avenue Homes (King City) Inc. is the sole owner in fee simple of the Lands described in Schedule "A" to this Agreement.

I further certify that there are no mortgages or other encumbrances upon the Lands or any part thereof save and except the following:

1. Instrument No. A20842A registered 1958/07/23 being a By-Law
2. Instrument No. LB71808 registered 1961/09/29 being a By-Law
3. Instrument No. LB71810 registered 1961/09/29 being a By-Law
4. Instrument No. D2090 registered 1967/01/27 being an Application General
5. Instrument No. YR3026663 registered 2019/10/30 being a Notice of Application for Absolute Title
6. Instrument No. YR3055037 registered 2020/01/10 being a Notice of Discontinuance of YR3026663
7. Instrument No. YR3138554 registered 2020/09/09 being an Application for Absolute Title
8. Instrument No. YR3428956 registered 2022/05/24 being a Charge/Mortgage in favour of P. Rotundo Enterprises Incorporated.
9. Instrument No. YR3477458 registered 2022/09/15 being a Charge/Mortgage in favour of Duca Financial Services Credit Union Ltd.
10. Instrument No. YR3477468 registered 2022/09/15 being a Notice of Assignment of Rents - General in favour of Duca Financial Services Credit Union Ltd.
11. Instrument No. YR3484456 registered 2022/10/06 being a Notice of Change of Address
12. Instrument No. YR3666003 registered 2024/04/12 being an Easement in favour of Enbridge Gas Inc.

This certificate is given by me to the Township for the purpose of having the said Township act in reliance on it in entering into this Subdivision Agreement.

DATED at Vaughan this 31st day of May, 2024.

TO: The Corporation of the Township of King


Paul R. Bottos
Piccin Bottos Professional Corporation
Solicitors for Fifth Avenue Homes (King City) Inc.

SCHEDULE "C" - SURVEYOR'S CERTIFICATE

Paul Edward, B.Sc., O.L.S.
George T. Singh, B.Sc., P.Eng., O.L.S.
Youssef Wahba, B.Sc., O.L.S.

Ross DenBroeder, B.Sc.E., O.L.S.
Shan Goonewardena, B.Eng., O.L.S.
Aloka U. Kumaranayake, B.Eng., O.L.S.



643 Christiea Road, Suite 7, Woodbridge, Ontario, L4L 8A3

www.r-pe.ca

Tel: (416) 635-6000, Fax: (416) 635-6001
Tel: (905) 264-0881, Fax: (905) 264-2099

AREA CERTIFICATE

Our File No.: 22-079

Municipal File No.:

I, R. DenBroeder, an Ontario Land Surveyor of the City of Vaughan, hereby certify that the areas listed below have been compiled from a Proposed Plan of Subdivision of Part of Lot 6, Concession 3 (Geographic Township of King) and All of Lots 9 and 10, Registered Plan 337, Township of King, Regional Municipality of York (R-PE Surveying Ltd. drawing No. 22079s01).

<u>Block No.</u>	<u>Block Area (Square Metres)</u>	<u>Unit Type/Land Use</u>
1	5423.83	Future Development
2	483.44	Street Widening
3	27.63	0.30 Reserve

Total Area of Blocks = 5,934.90 sq.m

Total Area of Subdivision = 0.593 Ha.

February 12, 2024
Date



 Ross DenBroeder
 Ontario Land Surveyor

SCHEDULE "D" - MUNICIPAL SERVICES

The Owners agree all private and public infrastructure works within Block 1 shall be approved under a future Site Plan Development Agreement.

SCHEDULE "E" - ESTIMATED COST OF SERVICES

The Owners agree the Estimated Cost of Services will be included in the future Site Plan Development Agreement.

Item		Cost
1.	Earthworks, Grading and Erosion Controls	
2.	Watermains	
3.	Storm Sewers	
4.	Stormwater Management	
5.	Sanitary Sewers	
6.	Roads - Stage 1 (Base Asphalt)	
7.	Roads - Stage 2 (Top Asphalt)	
8.	Boulevards and Driveways	
9.	Sidewalks and Walkways	
10.	Fences and Noise Attenuation Features	
11.	Trees, Landscaping and Streetscape	
12.	Park Services	
13.	Mud and Dust Control	
14.	Traffic Signs and Pavement Markings	
15.	Street Lighting	
16.	Fine Lot Grading/Topsoil and Sod	
17.	Retaining Walls	
	Subtotal (carried to Item 5, Schedule "F1")	
	Engineering and Contingency (15%)	
	Total (carried to Schedule "F2")	

SCHEDULE "F1" - FINANCIAL OBLIGATIONS OF THE OWNER

CASH PAYMENTS

The Owners agree the Cash Payments will be included in the future Site Plan Development Agreement and payment made upon execution of the Site Plan Development Agreement.

1.	Taxes, including interest and penalties	\$ N/A
2.	All other outstanding fees/accounts.	\$ N/A
3.	Local improvement contribution, cost sharing, external servicing:	
	a) To Township of King.	\$
	b) Reimbursement to third party landowner.	\$
4.	Development Charges and Special (Township – Hard Services Area Development Charges (per Schedule "J").)	\$
5.	Engineering Fees (3% of \$ Schedule E Total) = \$ Less previous payment = \$ Total fees owing = \$	\$
6.	Engineering fee deposit (3% of \$ Schedule E Total)	\$
7.	Water used for testing and flushing water distribution system and other unmetered uses and sanitary sewer infiltration, to be reconciled with meter data where applicable.	\$
8.	Water quality maintenance and monitoring by Township Staff.	\$
9.	Waste management blue box/green bin per Lot - @ \$50 per unit.	\$
10.	Harmonized Sales Tax (H.S.T.) payable on items 5 to 9 inclusive. (13% of \$■)	\$
11.	Landscaping Maintenance Fee for Acoustic Fences, Entry Features and Retaining Walls (annuity)	\$
12.	Maintenance of SWM facilities	\$
13.	Private Well Monitoring	\$
14.	Foundation Drain Collector (per Schedule J)	\$
	TOTAL AMOUNT OF CASH	\$

**SCHEDULE "F2" - FINANCIAL OBLIGATIONS OF
THE OWNER LETTER OF CREDIT**

The Owners agree the Financial Obligations of the Owner Letter of Credit will be included in the future Site Plan Development Agreement and provided upon execution of the Site Plan Development Agreement.

1.	Tree Preservation (Section	\$
2.	Municipal Services (Schedule E)	\$
3.	Security for Occupancy - \$5,000 per lot (Section 4.2)	\$
4.	Lot Grading - \$5,000 per lot (Section 2.29)	\$
	TOTAL AMOUNT OF LETTER OF CREDIT	\$

SCHEDULE "F3" - FINANCIAL OBLIGATIONS OF THE OWNER

CASH PAYMENT FOR CASH IN LIEU OF PARKLAND

The Owners agree the Financial Obligations of the Owner, Cash Payment for Cash in Lieu of Parkland will be included in the future Site Plan Development Agreement, if applicable.

Cash-in-lieu of Parkland (Schedule J, Item __) \$ _____

SCHEDULE "G" - GENERAL WORK SCHEDULE

If applicable - To be included in the future Site Plan Development Agreement.

1.	Construction fencing, Tree Protection and Siltation Control.	Prior to commencement of construction.
2.	Watermains, Storm Sewers, Storm Drainage, Clean Water Collector, Sanitary Sewers, Stormwater Management Facilities, utilities, Fire Protection.	Prior to Building Permit
3.	Roadways including first lift of asphalt, concrete curb base, and overall grading; street name and traffic control signs, etc.	Prior to Building Permit
4.	Street Lighting Systems	Prior to Occupancy
5.	Noise Attenuation Features	Prior to first Occupancy for any lot listed on the approved Construction Drawings as requiring Noise Attenuation Features.
6.	Final Lift of Asphalt and Top of Concrete Curb	Prior to Certificate of Completion (Acceptance)
7.	Township installed, inspected, sealed, and approved water meters.	Prior to Occupancy
8.	Township CCTV inspection of sanitary laterals and clean-outs	Prior to Occupancy
9.	House Numbers affixed to the front of the dwellings.	Prior to Occupancy
10.	Fine Grading, Topsoil and Sodding of Lots and Tree Planting.	(i) To be completed by October 15 of the same year for occupancies occurring between April 1 to August 31; (ii) To be completed by July 1 of the following year for occupancies occurring between September 1 to December 31; (iii) To be completed by July 1 of the same year for occupancies occurring between January 1 and March 31.
11.	Boulevards and Sidewalks	Within 2 months following occupancy of 75% of the lots; if occupancy occurs between November 1 to April 30, within 2 months after April 30; or prior to Certificate of Completion, whichever is sooner.
12.	Fences	Prior to first Occupancy for any lot listed on the approved Construction Drawings as requiring Fencing, or within 3 months of the occupancy of the Lot; if occupancy occurs between November 1 to April 30, within 2 months after April 30; or prior to Certificate of Completion, whichever is sooner.

13.	Driveways	Granular base is to be installed prior to occupancy. For asphaltic driveways, the first lift is to be placed within 9 months of occupancy of the affected lot and the final lift placed after one winter has passed prior to Assumption. For interlocking brick/stone/concrete driveways, these materials are to be placed after one winter has passed but prior to November 15, of the following year.
14.	Pavement Markings and Traffic Signage	Prior to occupancy and again prior to Certificate of Completion following placement of top course asphalt.
15.	Parks or Parkettes	If constructed by Owner, to be completed prior to 50% occupancy, or if phased, 50% occupancy of any first phase. If constructed by the Township, all required grading is required prior to 25% occupancy, or if phased, 25% occupancy of any first phase.
16.	Landscaping	To be completed concurrent with construction of the Plan of Subdivision as applicable and prior to Certificate of Completion of the Plan.

SCHEDULE "H" -
LANDS AND EASEMENTS TO BE CONVEYED TO THE MUNICIPALITY

1. **0.3 Metre Reserve to be conveyed to:**
The Region of York:
Block 3
2. **Lands to be conveyed to:**
Region of York:
Street Widening: Block 2
3. **Easements to be conveyed to:**
If applicable - To be included in the future Site Plan Development Agreement.
4. **Public Highways/Roads:**
Not applicable

SCHEDULE "I" - NOTICE AND WARNING CLAUSES

If applicable - To be included in the future Site Plan Development Agreement.

1. Advice to Owners of All Lots and Blocks in the Plan

The following warning clause shall be included in all offers of purchase and sale or lease for all Residential Units or Lots:

- i. "Purchasers and/or tenants are advised that water servicing, sanitary servicing, roadway, sidewalk maintenance, street lighting, storm water and storm sewer maintenance, snow clearing and removal, perimeter fencing, garbage removal, landscaping maintenance are maintained by the Owner and maintenance is the responsibility of the Owner."
- ii. "Purchasers and/or tenants are advised that mail delivery will be provided from a community mailbox as designated by Canada Post, the location of which will be identified by the Owner prior to any home closings."
- iii. "Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by the Design Criteria Manual, and the Zoning By-law, as amended, and shall conform to such."
- iv. "Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and internet service may be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs."
- v. "Purchasers and/or tenants are advised that prior to the issuance of any building permits, the building is subject to an architectural control program which will direct the exterior style and design of the building and its siting, and also including accessory elements such as fences, porches, and other similar features".
- vi. "Purchasers and/or tenants are advised that the right of the Owner or the Township to enter on to any lot or block pursuant to the Site Plan Agreement must be maintained until final assumption and release of the agreement." "Purchasers and/or tenants are advised that operational vehicles servicing this development will require reversing onto King Boulevard."

2. Advice to Owners of Specific Lots and Blocks in the Plan:

- a) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for lots and blocks abutting and/or in proximity to stormwater management facilities:
 - i. "Purchasers and/or tenants are advised that the adjacent stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance."
- b) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for lots/blocks abutting and/or in close proximity to environmental blocks:
 - i. "Purchasers and/or tenants are advised that the environmental blocks of the Plan of Subdivision contain watercourses, wetlands and/or buffers and as such are advised that the natural watercourses are subject to flooding and/or levels of water that may be dangerous to unattended children or to other persons not adequately supervised. The Purchaser acknowledges and agrees that neither the Owner nor the Township shall be responsible for providing any supervision on said Block of any kind and hereby agrees to release, indemnify and save harmless the Township from any and all claims arising from the use or occupation of said Block by the Purchaser and his or her invitees."

- c) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for lots and blocks containing Low Impact Development measures:
 - i. “Purchasers and/or tenants are advised that Low Impact Development measures, such as infiltration trench, exists on the subject lot/block. Low Impact Development measures intend to reduce surface water runoff by facilitating stormwater recharge into the ground. The Low Impact Development measures shall not be removed or altered.”
- d) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for lots and blocks containing sump pump:
 - i. “Purchasers and/or tenants are advised that the house is equipped with a sump pump. The sump pump is required to facilitate foundation drainage into the storm sewer system. The sump pump may operate more frequently or continuously during rainfall, snow fall, and snow melt events.”
- e) The following warning clause shall be included in all offers of purchase and sale or lease for any Blocks and/or Lots subject to site plan control approval, being Block 1 on Schedule “A2”:
 - i. “Purchasers and/or tenants of any unit within Blocks 1 are advised these Blocks are subject to Site Plan Control Approval prior to the issuance of a building permit.”

SCHEDULE "J" - SPECIAL CONDITIONS

The Owner shall provide the information listed below and include and/or address the following conditions in the Site Plan Development Agreement, including identifying how all site plan conditions are being addressed, with the Township of King for approval by Council, to be registered on title of the lands and pursuant to the provisions of the Planning Act, to satisfy all of the requirements and conditions of the Township with respect to the development of the lands, financial, environmental and otherwise, including but not limited to, as the Township may consider necessary, the preparation of all detailed engineering design to the satisfaction of the Township Director of Public Works and Township Director of Growth Management Services, payment of development charges, the provision of private roads and municipal and private services, landscaping and fencing.

The Owner covenants and agrees that no work shall proceed on the Lands until the Owner and the Township have executed a Site Plan Development Agreement.

1. General

The Owner shall:

- a) address all comments indicated on the Fourth Submission Engineering Review Comment Letter prepared by R.J. Burnside & Associates dated November 24, 2023 to the satisfaction of the Township prior to the registration of the Draft Plan and the execution of any Site Plan Development Agreement.
- b) In the event that the Draft Approved Plan is not Registered within three (3) years from the date which Draft Approval by the Township becomes final, the draft approval may lapse at the discretion of the Township but may be extended by the Township subject to any revisions to the draft conditions determined appropriate by the Township in consultation with the Region of York and other agencies.
- c) comply with all of the financial, legal, environmental, and engineering requirements as adopted by Council for the Township of King at the Site Plan Agreement stage.
- d) provide a certificate signed by an Ontario Land Surveyor and the Owner that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan and, if the plans are not the same, that any differences between the proposed registered plan and the latest draft plan are accepted by the Township.
- e) construct at no cost to the Township all required Township services shown on the approved construction drawings to the satisfaction of the Director of Public Works.
- f) concurrent with the registration of the Plan, ensure that any easements that may be required within the plan for utility, drainage, servicing, construction or other municipal purposes, be granted to the appropriate authority(ies), free of all charge and encumbrance.
- g) secure a postponement of all registered interests in favour of the Township's interest.
- h) provide at the Owner's expense all services based on current design standards approved by the Township, and without limiting the generality of the foregoing, such services shall include sanitary sewers, watermains, storm sewers, clear water sewers, foundation drain collector (FDC) sewers, sidewalks, bike lane/ multiuse pathway (if applicable), paved roads, curbs, gutters, LED street lighting, underground utilities, tree planting, walkways, fencing and screening, Stormwater management control including LID (Low Impact Development) facilities, public trails and walkways and sodding.

In cases where Low Impact Development (LID) measures are required within the development, the Owner shall agree to maintain and not remove the LID measures.

- i) provide upgraded screening (fencing, plantings, or combination of both) within the lot(s) along the rear and/or side lot line, as applicable, for the purpose of screening between the lots within the draft plan and the existing residential homes/lots to the satisfaction of the Director of Growth Management Services and the Director of Community Services. The Owner shall also agree to maintain and not remove such screenings. If any plantings or screenings will be located on lands of adjacent owners, the Owner shall enter into an agreement with any such adjacent owner to provide for such plantings or screening. The Agreement should include wording stating that the adjacent Owner recognizes the new plantings or screenings will be under their ownership and maintenance.
- j) To be registered as a first charge against all of the lands affected.
- k) provide asset information in tabular form to enable entry of data into the Township GIS system. All asset information shall be provided as determined by and to the satisfaction of the Director of Public Works.
- l) be aware that no building permits within the site are to be applied for nor issued until the Director of Public Works and the Director of Growth Management Services are satisfied that adequate vehicular access, municipal water, sanitary and storm services, fire route and fire route signage are available to service the development.
- m) agree that all lands being conveyed to the Township and/or Region of York shall be graded for adequate drainage and seeded/sodded as required by and to the satisfaction of the Director of Public Works, all at the cost of the Owner.
- n) provide potable water to any residents whose wells are in the zone of influence of the Plan who may be negatively impacted to the satisfaction of the Director of Public Works and at the Owner's sole cost, regardless of the cause of the impact(s). Said water supply shall be maintained until the source of the impact has been determined and such responsibility has been discharged to the satisfaction of the Director of Public Works or the Ministry of Environment, Conservation and Parks.
- o) ensure that the water distribution system for this development be looped and with the existing watermain system on the periphery of this site as necessary.
- p) install, inspect, and maintain the erosion and sedimentation controls until all the lots and blocks are graded, sodded, and certified by the consulting engineer.
- q) provide construction access only in one location, and only on King Boulevard as approved by the Director of Public Works and/or the Region of York and that said access shall be designed in accordance with Township Standards, to the satisfaction of the Director of Public Works.

Further, the Owner shall agree to submit an Application for a Roadway Occupancy Permit detailing the work on King Boulevard. The Owner shall agree to pay all the applicable fees in accordance with the township By-law(s) and any other appropriate regulations, prior to Final Approval where applicable.

- r) To obtain a Ministry of Environment, Conservation and Parks (MECP) Permit for the stormwater management facilities.

Further, the Owner shall agree in the Site Plan Agreement to construct, maintain, and monitor the stormwater management facilities as required in the MECP Permit, and provide the Township of King written records of:

- a) the Permit
 - b) the constructed stormwater management facilities
 - c) the maintenance and monitoring activities.
- s) The Owner agrees to complete and provide the Ministry of Environment, Conservation, and Parks Form SS1 – Record of Future Alteration Authorized for

Separate Sewers/Nominally Separate Sewers/Forcemain be provided to the satisfaction of the Township's Director of Public Works.

- t) The Owner agrees to re-construct the King Boulevard street boulevard along the subject site's frontage to the urbanized standard stipulated in the Township's Design Criteria and Guideline.

The Owner agrees to provide restoration to King Boulevard, including but not limited to road and intersection improvements, sanitary and water supply systems, to accommodate the subject plan. The Owner agrees to restore the full width of asphalt along the sanitary sewer installation on King Boulevard.

Further, the Owner shall agree to submit an Application for a Roadway Occupancy Permit detailing the work on King Boulevard. The Owner shall agree to pay all the applicable fees in accordance with Township By-law(s) and any other appropriate regulations, prior to Final Approval where applicable.

The Owner shall construct a 1.5m high fence along the northern limit of the site and within the site adjacent to the school property, per Township standards.

The Owner agrees to maintain the fence.

- u) The Owner agrees to carry out the recommendations in the report titled 'Noise Impact Study', prepared by HGC Engineering, dated January 31, 2023.

The Owner further agrees to supply, install, own, and maintain all acoustic mitigation measures within the Site, as may be recommended in the noise study as approved by the Director of Public Works, prior to occupancy of affected dwellings in those locations as indicated on the approved construction drawings to the satisfaction of the Director of Public Works. The acoustic mitigation measures shall be located entirely on the subject site.

- v) That if any grading, drainage, servicing or other works are required on external lands, the Owner shall submit to the Director of Public Works, together with the first submission of engineering drawings, written permission and other related information/agreement/easement (as required), from the Owner of the external lands which shall allow the Owner to enter the external lands and complete the external works, as required by and to the satisfaction of the Director of Public Works.

- w) The Owner shall agree to carry out, or cause to carry out, a supervised cleanup of the localized petroleum-hydrocarbon impacted soils as recommended in the Phase 2 ESA, including excavation and off-site disposal of the impacted soils at a registered landfill or equivalent soil receiving facility.

The Owner agrees to provide written documentation prepared by the qualified person to the Director of Public Works of the cleanup activities.

The Owner agrees the cleanup, monitoring and disposal of the impacted soils, and written documentation are at the Owner's sole cost.

- x) prior to registration arrange for, to the satisfaction of the Director of Public Works the relocation of any utilities required by the development of the site plan. Further, such relocations are to be undertaken at the sole expense of the Owner.
- y) agree as part of the waste diversion program that waste collection shall be privately arranged and will not be provided by the Township. Waste removal will be the responsibility of the Owner / future Condominium Corporation and the Owner is to:

- i. pay to the Township the costs for the waste/recycling containers and to provide said containers to the purchasers at the same cost as paid to the Township;
 - ii. notify the Director of Public Works four weeks prior to unit occupancy to arrange an appointment to collect the waste/recycling containers by the Owner; and
 - iii. deliver the said containers and educational materials to each home on or before the closing date for the sale of the dwelling.
- z) covenant and agree that the snow removal services will not be provided by the Township. Snow removal will be the responsibility of the Owner / future Condominium Corporation.
 - aa) design, purchase materials, and install an LED street lighting system for the private roadway to the satisfaction of the Director of Public Works. The Owner further agrees as part of detail design, to confirm that street/boulevard lighting shall be shielded and directed downwards to minimize light pollution.
 - bb) prior to final approval, pay their proportionate share of the cost of any external municipal services, works, and related studies, including but not limited to road and intersection improvements, sanitary and water supply systems, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the subject plan.
 - cc) supply and install a black vinyl chain link fence, or other standard as determined by the Director of Public Works, on residential lot lines adjacent to any municipally owned lands, or as otherwise shown in other locations on the approved construction drawings, all to the satisfaction of the Director of Public Works.
 - dd) have prepared by a qualified professional and to the satisfaction of the Director of Public Works, a Pre-Construction Survey regarding the structural status of dwellings adjacent to the subject lands or along the servicing route for the review and approval of the Director of Public Works.
 - ee) prior to requesting Building Division inspections, supply a Geotechnical Report for each lot at the underside of the footing (USF).
 - ff) place a sign to be not less than 1.2 metres by 1.2 metres on all blocks (i.e., parkland, stormwater management facilities and institutional, as applicable) to advise of the future use of these blocks, and to maintain these signs in good condition until such time as the land is developed. This signage is to be erected to the satisfaction of the Director of Planning prior to the registration of the plan.
 - gg) at the Township's sole discretion, provide cash-in-lieu of parkland in accordance with the Planning Act, Parkland By-law 2011-120, as amended, and the King City Community Plan, shall be paid to the Township by the Owner prior to final approval. Prior to the execution of the subdivision agreement, the required payment to the Township shall be calculated in accordance with the Township's Parkland By-law 2011-120, as amended, to the satisfaction of the Township's Director of Finance and Treasurer, including an appraisal report and/or other information required by the Director of Finance and Treasurer, or other arrangements to the satisfaction of the Township of King and in accordance with the conditions and requirements of the Subdivision Agreement. The appraisal report and/or other information required by the Director of Finance shall be at the Owner's cost.

if determined necessary by the Director of Growth Management Services and/or Director of Community Services prior to final approval and registration of the plan, the Owner shall enter into a parkland dedication agreement with the Township reconciling parkland dedication and cash in lieu of parkland requirements, if any, for the lands.

- hh) covenant and agree that all services, roads and walkways within the entire site will be privately owned and maintained. The services, roads, or walkways will not be maintained by the Township.
- ii) Prior to the final approval and registration of the Plan, all road allowances shall be named to the satisfaction of the Township and the region of York. In this regard, the Owner shall contact the Clerks Division to initiate the street naming process in accordance with the Township's street naming policy. The Clerk will present a Staff report for Council approval of street name assignment for the development.
- jj) To obtain the municipal address from the Clerk for each lot and that street address numbers shall be permanently embedded in or attached to the exterior of each dwelling, to the satisfaction of the Township.

2. Report and Plan Implementation

The Owner shall agree in the Subdivision Agreement to provide the following through the Site Plan Development Application:

- a) prepare a Construction Management Report for approval to address, but not limited to, the following issues and further agrees to undertake all recommendations outlined in said report subject to the approval of the Director of Public Works:
 - i. Site access and traffic controls;
 - ii. Construction limits and access routes;
 - iii. Sediment controls;
 - iv. Vegetation protection; and
 - v. Site stabilization.
- b) coordinate the preparation of an overall utility coordination plan to the satisfaction of all affected authorities and the Director of Public Works. A utility coordination plan showing all utilities and their locations shall be approved by the various agencies prior to approval of engineering drawings by the Director of Public Works. All utilities within the road allowances are to be constructed in accordance with the approved composite utilities plan.
- c) provide engineering designs for and to install provisions for broadband communications via fibre optic cable, as required by resolution of Council and as outlined in the current Design Criteria Manual. Said works shall be as determined by the Director of Public Works and said works shall be secured as part of the Subdivision Agreement.
- d) provide to the Township digital files (PDF, dxf, dwg or shp file format) of the registered plan of subdivision, any reference plans related to the applicable easements, right-of-way's, etc. and the engineering drawings. A mylar, electronic PDF copies, and fifteen (15) paper copies of the Registered Plan to be provided to the Township Clerk. Engineering drawings to be completed in accordance with the guidelines for CAD drawings as specified by the Region of York and to the satisfaction of the Director of Public Works and the Director of Growth Management Services for the construction of:
 - i. a private watermain distribution system including a water meter and valve chamber at the development entrance;
 - ii. private sanitary and storm sewage works;
 - iii. private stormwater management works;
 - iv. telecommunications;
 - v. electrical supply system;
 - vi. private (common) roadway illumination;
 - vii. private (common) sidewalk;
 - viii. retaining wall;

- ix. snow storage areas; and/or
 - x. other infrastructure
 - xi. as determined to be necessary by and to the satisfaction of the Director of Public Works, including approved connections to existing municipal systems, both within and external to the site plan. Further, the Owner shall agree that the roads and services for the entire development site will be provided from the onset of the design.
- e) have prepared by a qualified professional and to the satisfaction of the Director of Public Works a Functional Servicing Report in accordance with the requirements of the Township of King Design Criteria (as amended) for the review and approval of the Township of King. The Owner shall agree in the Site Plan Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Director of Public Works.
 - f) The final engineering design(s) may result in variations to the Site Plan (i.e., the configuration of road allowances, sidewalk alignment and geometry, etc.) which may be reflected in the final plan to the satisfaction of the Director of Growth Management Services and the Director of Public Works.
 - g) have prepared by a qualified professional and to the satisfaction of the Director of Public Works a water system hydraulic analysis and report that will address internal and external impacts of the site plan of subdivision on the existing water system, for the review and approval of the Director of Public Works. The Owner shall provide any updating or calibration of the Township's Water Distribution System model to the satisfaction of the Director of Public Works and carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Director of Public Works.
 - h) The Owner shall prepare a detailed Stormwater Management Report in accordance with Township Design Criteria together with the necessary hydrology, specific to the proposed development, to ensure that the proposed stormwater facilities and associated infrastructure have been appropriately sized to provide the necessary storage needed to control post development flows in accordance with unit flow rates established by the Conservation Authority, all to the satisfaction of the Director of Public Works and Director of Growth Management and Conservation Authority. The report shall also address Low Impact Development (LID) measures including infiltration, lot level controls, conveyance controls and water balance analysis.

If it is determined that the proposed storage blocks have to be increased in size, then the appropriate adjustments/revisions will need to be applied to the Site Plan, all to the satisfaction of the Director of Public Works and Director of Growth Management. These adjustments may include changes to adjacent lots or blocks.

The Owner shall agree in the Site Plan Agreement to carry out or cause to carry out the recommendations of the approved SWM report.

The Owner shall provide written documentation to the satisfaction of the Director of Public Works of:

- i. the Conservation Authority's approval of the Stormwater Management Report
 - ii. the Conservation Authority's permit for constructing the Stormwater Management facilities
 - iii. the registered easement agreement with York Region District School Board and the registered easement on an R-Plan
- i) have prepared by a qualified professional to the satisfaction of the Director of Public Works a sanitary system analysis and report that will address internal and external impacts of the Site Plan on the existing sewer system, for the review and

approval of the Director of Public Works. This shall include updating design sheets of the existing system based on the proposed sewage flows. The Owner shall agree in the Site Plan Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Director of Public Works at no cost to the Township. The design and construction of the proposed sanitary sewer network shall be coordinated, at the Owner's expense.

- j) have prepared by a qualified professional and to the satisfaction of the Director of Public Works a traffic assessment report(s) that will address internal and external traffic impacts of the site plan, for the review and approval of the Director of Public Works. The Owner shall agree in the Site Plan Agreement to carry out, or cause to carry out, in the recommendations set out in the approved report, to the satisfaction of the Director of Public Works.
- k) submit a noise and/or vibration study, prepared by a qualified consultant for approval by the Director of Public Works. The preparation of the noise report shall include the ultimate traffic volumes associated with any surrounding road and rail networks. The Owner shall agree in the Site Plan Agreement to implement the noise attenuation features and other recommendations of the report and to include warning clauses, as may be required therein, in the Purchase and Sale Agreements.
- l) prior to pre-grading, pre-servicing, or registration of the Site Plan, whichever comes first, a detailed soils investigation report shall be prepared, at the Owner's expense, by a qualified Geotechnical Engineer and submitted to the Director of Public Works for review and approval. The Owner shall agree in the Site Plan Agreement to carry out, or cause to carry out, the recommendations of said report including pavement design detail, pipe bedding, foundation design, cathodic protection, etc. for ideal and non-ideal conditions as well as the design of the stormwater management facilities such as ponds, buried pipes and infiltration techniques, to the satisfaction of the Director of Public Works.
- m) have prepared by a qualified professional and to the satisfaction of the Director of Public Works, a preconstruction condition survey regarding the structural status of dwellings adjacent to the subject lands or along the servicing route for the review and approval of the Director of Public Works.
- n) provide Landscape Plans that shall conform to the Township's Urban Design Standards and the latest version of the Township's Development Standards, policies, and Guidelines. The Plans shall detail the streetscaping integration and enhancement to the satisfaction of the Director of Growth Management Services and the Director of Community Services.
- o) submit Architectural Plans and Urban Design Guidelines to the satisfaction for the Township which shall identify all the urban design objectives of the draft plan. The final report shall be consistent with current Township Policy and shall be revised to address any comments provided by the Township to the satisfaction of the Director of Growth Management Services and the Director of Public Works, including:
 - i. internal landscaping on boulevards;
 - ii. co-ordination of the urban design & streetscape elements as they relate to all streets within the Plan including entrance features, medians, boulevard trees, fencing, landscaping in and around the storm water management facilities, streetscaping, entrance features, valleylands, parks, walkways, trail system, and greenway corridors
 - iii. landscaping including fencing, gateway features and typical cross-sections required to determine appropriate locations for buffer landscaping
 - iv. the appropriate landscape treatment and configuration for the stormwater management pond and landscaping & walkways within environmental buffers
 - v. The location and paving treatment of community mail boxes.

- vi. That the applicant shall complete the Green Development Standards Program and that the Site Plan Development application shall conform to the standards of the Green Development Standards Program.
- p) prior to any site alteration, provide a tree assessment including an inventory of all existing trees, assessment of trees to be preserved and proposed methods of tree preservation and/or remedial plantings in accordance with the Township's Development Design Criteria respecting the preservation of trees and vegetation. The Owner further agrees not to remove trees without the written approval of the Township of King and to satisfy all provisions of the Region of York Tree By-law and all requirements of the Toronto and Region Conservation Authority. New tree plantings shall be larger caliper trees to the satisfaction of the Toronto and Region Conservation Authority, Director of Growth Management Services and Director of Community Services.
- q) to undertake reasonable efforts to relocate the trees that are to be removed from the area of site grading and alteration and place such trees in more appropriate locations on the property.
- r) to implement the recommendations of the studies, plans and reports referred to in the site plan conditions and/or other studies, plans, and reports provided during the review of the site plan and detailed design, as required by and to the satisfaction of the Director of Growth Management Services and the Director of Public Works.
- s) implement the recommendations of the Reports and Plans required hereunder.
- t) submit a Hydrogeological Assessment & Geotechnical Investigation(s) completed to the satisfaction of the Director of Public Works and York Region. The Owner shall address the wellhead protection policies of York Region and the TRCA; and carry out well monitoring and any other recommendations as may be included in the Hydrogeological Assessment Report to the satisfaction of the Director of Public Works. Such monitoring shall commence and be carried out as soon as possible and in advance of the commencement of any site works
- u) prior to the initiation of grading or stripping of topsoil, or prior to final approval or registration, whichever comes first, submit:
 - i. an Environmental Site Assessment report in accordance with the "Ministry of Environment and Energy's Guidelines for Use at Contaminated Sites in Ontario, June 1996", as amended. On-site sampling completed for the reports shall be conducted prior to and following completion of the rough grading of the lands. Testing may include but not be limited to surface and subsurface soil, ground water, soil vapour, plant and aquatic species sampling and testing of building materials. Should site remediation be required to meet the applicable soil and ground water criteria set out in the above Guidelines, the Owner shall submit to the Township Director of Public Works prior to final approval, a copy of the Record of Site Condition acknowledged by the Ministry of the Environment.
 - ii. a certificate by a qualified professional that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the Township, meet the applicable soil and ground water criteria noted above.
 - iii. an Application for Site Alteration and an Erosion and Sediment Control Plan including topsoil storage plan detailing the location, size, side slopes, stabilization methods and time period, for approval by the Director of Public Works.
- v) prepare an Environmental Soil Management Plan with the objective of minimizing excess soil generated from the site and properly disposing the excess soil generated from the site in accordance with applicable by-laws, and regulations all to the satisfaction of the Director of Public Works, and to pay all the applicable fees in

accordance with Township By-law(s) and any other appropriate regulations, prior to Final Approval where applicable.

- w) acknowledge the approval of the 2020 Active Transportation Strategy Study and agree to implement at its own cost those recommendations related to the subject property. The Owner also agrees to implement the active transportation network recommendations stipulated in the King Township 2020 Transportation Master Plan in conjunction. The Owner agrees to provide the required infrastructure within the subject property at the Owner's expense to the Township's satisfaction. The Owner also agrees to maintain the active transportation measures at their cost.
- x) agrees that spotter personnel shall be provided for any operational vehicles reversing onto King Boulevard to service this development.
- y) covenants and agrees not to dump or deposit snow on municipal or any other property beyond the geographic limits of the subject land. If in the event that there is not adequate room for snow storage, the Owner covenants and agrees to have snow removed from the site.

3. External Works

- a) Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and park blocks and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Township of King or the Region of York without monetary consideration and free of all encumbrances.
- b) The need for improvements to the Township's water distribution system, if any, will be based on an updated calibrated model of the Township's Water Distribution System. Should the provided modelling indicate any need for improvements to the external system, the Owner shall contribute their share of the cost of any external upgrades to the existing water distribution system should a calibrated model indicate it is required to adequately service the water demands of the Site Plan.
- c) All lots or blocks to be left vacant shall be graded, seeded, maintained, signed and fenced if required prohibiting dumping and trespassing, all to the satisfaction of the Township Director of Public Works.
- d) The Owner shall construct a municipal sidewalk along the entire frontage of the draft plan along the adjacent arterial road system and to connect to the existing sidewalk, at the discretion of and to the satisfaction of the Director of Public Works. The Township acknowledges that this sidewalk may be subject to Development Charge credits.

4. Maintenance of Landscape Features and Acoustic Fences

The Owner agrees to provide through the Site Plan Development Agreement a payment to the Township for the future maintenance of all landscaping features on abutting public highway rights-of-way, including but not limited to fences, acoustic devices, retaining walls, etc. based on the policy at registration as approved by the Council of the Township, to the satisfaction of the Director of Public Works.

5. Canada Post

- a) The Owner shall agree in the Subdivision Agreement that the Site Plan Agreement shall include that:
- b) The Owner covenants and agrees to provide the Township of King with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of concrete pads as required by Canada Post Corporation and as shown on the approved engineering design drawings/Draft Plan, at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to provide notice to prospective purchasers of the locations of Community Mail Boxes and that home/business mail delivery will be provided via Community Mail Boxes.

- c) The Developer/Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes or Lock box Assemblies (Mail Room). The developer will then indicate these locations on the appropriate servicing plans.
- d) The Developer/Owner agrees, prior to offering any 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 or Lock Box Assemblies (Mail Room), within the development, as approved by Canada Post.
- e) The Developer/Owner will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
- f) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- g) The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Boxes or Lock Box Assemblies (Mail Room). The developer also agrees to note the locations of all Community Mail Boxes or Lock Box Assemblies (Mail Room), within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Boxes or Lock Box Assemblies (Mail Room).
- h) The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- i) The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
- j) The developer agrees to provide the following for each Community Mail Boxes or Lock Box Assemblies, and to include these requirements on the appropriate servicing plans: (if applicable):
 - Any required walkway across the boulevard, per municipal standards

If applicable, any required curb depression for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)

6. Telecommunications

- a) The Owner shall agree in the Subdivision Agreement to address the following as part of the Site Plan Application and Site Plan Development Agreement:
- b) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada/telecom provider, that it will grant to Bell Canada/telecom provider any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada/telecom facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- c) We hereby advise the Developer to contact Bell Canada/telecom provider during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.

- d) The Developer shall ensure that the development is serviced with communication/telecommunication infrastructure. In fact, the 2014 Provincial Policy Statement (PPS) requires the development of coordinated, efficient and cost-effective infrastructure, including telecommunications systems (Section 1.6.1).
- e) The Developer is hereby advised that prior to commencing any work, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.
- f) If the Developer elects not to pay for the above noted connection, then the Developer will be required to demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

7. Hydro One

The Owner shall satisfy all technical, financial, and other requirements of Hydro One Networks Inc., or its successors, regarding the design, installation, connection and/or expansion of electric distribution services, or any other related matters; the Owner shall enter into a development agreement with Hydro One Networks Inc. which addresses the foregoing requirements.

8. Enbridge

- a) The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea30@Enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
- c) In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.
- d) The applicant will contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea30@Enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

9. Site Alteration, Filling and Erosion Control

The Owner acknowledges and agrees that Site Alteration shall be in accordance with Township By-Law 2021-39, amended.

10. Toronto Region Conservation Authority

- a) The Toronto and Region Conservation Authority shall conduct a review of all subsequent applications, including any future Site Plan applications.
- b) The infiltration target is accepted. In designing LID measures aimed at addressing the infiltration deficit at the Site Plan application stage, the Owner shall refer to the TRCA's Stormwater Management Criteria Guideline and CTC's Guidance: Water Balance Assessments. Surface water control should also be considered.
- c) The Site Plan application shall reflect that the TRCA supports the recommendation made in the Hydrogeological Assessment that the maximum finished basement floor depth of 1.5 metres below grade be used in order to minimize long-term groundwater control.

11. Foundation Drain or Roof Collector

In the case where a dedicated Foundation Drain or Roof Drain Collector System (3rd pipe system) is proposed, the Owner agrees to provide a financial contribution equal to the full life cycle cost of this system. Sump pumps shall not be used for foundation drainage except where permitted and approved by the Director of Public Works. Said costs are as indicated on Schedule "F1" of this Agreement.

12. Region of York

Prior to final approval, the Owner shall provide to the Township confirmation from the Regional Transportation and Community Planning Department that the conditions provided in Schedule "N" have been satisfied.

13. Notice to Owner

In accordance with Section 11.2(c) of this Agreement, if any notice is required to be given by the Township to the Owner with respect to this Agreement, such notice shall be mailed by postage prepaid mail, personally delivered, emailed or sent by facsimile transmission to:

FIFTH AVENUE HOMES (KING CITY) INC.
Fifth Avenue Homes (King City) Inc.
c/o Fifth Avenue Homes.
101B Roytec Rd,
Woodbridge, Ontario, L4L 8A9
Attention: Jonathan Ursini

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

Any notice sent by postage pre-paid mail shall be deemed to have been received on the third (3rd) day after mailing.

satisfied.

14. Metrolinx

- a) The Owner shall agree to include the following warning clause in all development agreements, offers to purchase and agreements of Purchase and Sale or Lease of any residential dwelling unit within 300 metres of the railway right-of-way:

"Warning: Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest has or have a right-of-way within 300 metres from the land of the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansions may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way."

- b) The Owner shall grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwellings in favour of Metrolinx.

15. York Region District School Board (YRDSB)

- a) That prior to final approval, the Owner shall have made an agreement satisfactory to the York Region District School Board in respect to the construction of any stormwater management infrastructure to be placed on Board lands and in respect to the maintenance and renewal of such infrastructure.
- b) To provide a letter of credit in an amount and on terms satisfactory to the Board pertaining to the construction and certification that the stormwater management infrastructure has

been constructed as per the engineering plans and specifications prepared by Condeland Consulting, as approved by Board's Plant Department.

- c) That an easement from the Board in favour of the landowner (or future condominium corporation that may be set-up to represent the subject development) to accept post-development stormwater drainage will be required and that the Board shall receive compensation for the easement in accordance with Reg 444/98 and be approved by the Board of Trustees.

SCHEDULE "K1" - CONSULTANT'S LOT GRADING CERTIFICATE

If applicable - To be included in the future Site Plan Development Agreement.

DATE:

Township of King
2585 King Road
King City ON L7B 1A1

Attention: Director of Public Works

RE: SUBDIVISION NAME

R.P.....

LOT or BLOCK.....

I have reviewed the site and grading plan for the proposed building to be constructed, and hereby certify that:

1. The proposed grading and appurtenant drainage services comply with sound engineering principles.
2. The proposed grading is in conformity with the grading plan approved for this subdivision and will not adversely affect adjacent lands.
3. The proposed building is compatible with the proposed grading and the location of the building will not interfere with the function of any services on the lot.
4. The proposed water service curb stop is to be located in the grassed portion of the front yard.
5. The driveway conforms with the Entrance By-law 2005-121 and the Township of King Design Criteria and is a minimum 1.0 metre clear of all utility pedestals, fire hydrants, boulevard trees and catchbasins.

Name of Engineering Firm

Signature of Engineer

PROFESSIONAL ENGINEER'S STAMP

SCHEDULE "K2" - CONSULTANT'S FINAL LOT GRADING CERTIFICATE

If applicable - To be included in the future Site Plan Development Agreement.

DATE:

Township of King
2585 King Road
King City ON L7B 1A1

Attention: Director of Public Works

RE: SUBDIVISION NAME

R.P.....

LOT or BLOCK.....

CERTIFICATION OF BUILDING

AND FINAL LOT GRADING

I have inspected the complete lot grading and building elevations on the above lot, and hereby certify that:

1. The lot grading and building elevations are:

_____ in conformity with the approved grading and site plans.

_____ not in conformity with the approved plan, but have been constructed in accordance with sound engineering principles and vary from the approved plan as shown on the attached as-built plan, signed and stamped by the undersigned.
2. The water service curb stop is located in the grassed portion of the front yard.
3. The driveway conforms with the Entrance By-law 2005-121 and the Township of King Design Criteria and is a minimum 1.0 metre clear of all utility pedestals, fire hydrants, boulevard trees and catchbasins.

Yours very truly,

Name of Engineering Firm

Signature of Engineer

PROFESSIONAL ENGINEER'S STAMP

SCHEDULE "L" - SCHEDULE OF PHASES

The Owners agree the Schedule of Phases will be included in the future Site Plan Development Agreement.

SCHEDULE "M" - FORM OF LETTER OF CREDIT

Financial Institution:
(Name of Financial Institution)
(Address of Financial Institution)

Date of Issue:
Irrevocable Letter of Credit
Identification # of Letter of Credit

Applicant:
(Name of Applicant)
(Address of Applicant)

Beneficiary:
The Corporation of the Township of
King

Amount: *(in figures)*(CAD)
(in words)(CAD)

We hereby authorize you to draw on *(name and address of financial institution)* for the account of *(name of applicant)* up to an aggregate amount of *(maximum amount of letter of credit in words)*(CAD)*(maximum amount of letter of credit in figures)*(CAD), available with ourselves, on demand, by payment, against presentation of the document(s) detailed herein and of your draft(s) at sight drawn on ourselves.

Pursuant to the request of our customer, the said *(name of applicant)*, we, the *(name and address of financial institution)*, hereby establish and give to you an irrevocable standby letter of credit in your favour in the total amount of *(maximum amount of letter of credit in figures)*(CAD)*(maximum amount of letter of credit in words)*(CAD) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the *(name and address of financial institution)*, at such time as a written demand for payment is made upon us, a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this credit are to be and/or have been expended pursuant to obligation incurred or to be incurred by you relative to a Subdivision Agreement between *(name of owner)* and the Township of King under File No. (_____).

The amount of this standby letter of credit may only be reduced by drawings endorsed hereon or as advised by notice in writing to us by you.

This standby letter of credit will continue up to *(date of expiry of letter of credit)* and will expire at our counters on that date and you may call for payment of the full amount outstanding under this letter of credit at any time prior to that date subject to the following:

It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless 30 (thirty) days prior to such expiry date, we notify you in writing by registered mail/courier, that we elect not to consider this standby letter of credit to be renewable for an additional period. Upon receipt by you of such notice, you may draw hereunder by means of your signed demand for payment certifying that the amount drawn will be retained and used by you to meet obligations incurred or to be incurred with the above. Further that you will release any amounts not required by you directly to the applicant.

Partial drawings are permitted.

The drafts drawn under this standby letter of credit are to state on their face that they are drawn under *(name and address of financial institution)* standby letter of credit stating its number and date.

We hereby agree that drafts drawn under this standby letter of credit will be duly honoured upon presentation provided that all terms and conditions of the standby letter of credit have been complied with.

This standby letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication No. 500", and engages us in accordance with the terms thereof.

SCHEDULE "N" – REGION OF YORK

The following items are Draft Plan Conditions of approval as issued by the Region of York and are to be addressed to the satisfaction of the Region of York:

1. The Owner shall save harmless the Township of King and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree to construct the new sanitary sewer systems for the subject property in accordance with the enhanced requirements set out by York Region to achieve 0.107 L/s/ha or less of inflow and infiltration, under a 25-year storm to the satisfaction of the Region and the Township.
3. The Owner shall agree to implement all recommendations, including TDM measures as recommended in the revised Transportation Study, to the satisfaction of the Region.
4. The Owner shall agree to include the following clause in the Subdivision Agreement and Purchase and Sale Agreement:

“The Owner covenants and agrees to advise all potential purchasers, in all agreements of purchase and sale, that interconnection/access will be provided to the lands east of the subject site to permit the access to King Boulevard to be shared as such traffic volumes are expected to increase at the time these lands are developed”.
5. Owner shall agree in the Subdivision Agreement to provide the following prior to the approval of the Site Plan Development Application:
 - a) The Owner shall provide the following documentation to confirm that water and wastewater services are available to the development and have been allocated by the Township of King:
 - a. A copy of the Council resolution confirming that the Township of King has allocated servicing capacity, specifying the specific source of the capacity to the development proposed within this draft plan, or any phase thereof.
 - b. A copy of an email confirmation by Township of King staff stating that the allocation to the development remains valid at the time of the request for regional clearance of this condition.
 - b) The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.
 - c) The Owner shall provide a revised Transportation Study to fully address all of the comments provided on the supporting Transportation Study dated January 2019 prepared by Trans-Plan Transportation Inc. to the satisfaction of the Region.
 - d) The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to Regional roads to support active transportation and public transit, where appropriate. A drawing shall be provided to show the layout of active transportation facilities within the proposed development and connections to Regional roads, to the satisfaction of the Region.
 - e) The Region requires the Owner submit a Phase One Environmental Site Assessment (“ESA”) in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended (“O. Reg. 153/04”). The Phase One ESA must be for the Owner’s property that is the subject of the application and include the lands to be conveyed to the Region (the “Conveyance Lands”). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg.

153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation, and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance, and the Owner's certified written statement.

- f) The Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the York Region Solicitor.
 - a. A widening across the full frontage of the site where it abuts King Road of sufficient width to provide a minimum of 18 metres from the centreline of construction of King Road;
 - b. A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above-noted widening, where it abuts King Road and adjacent to the above-noted widening(s);
 - c. A 10 metre by 10 metre daylight triangle at the northeast corner of King Boulevard and King Road.
- g) The Owner shall provide a solicitor's certificate in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above-noted lands to York Region.
- h) The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- i) The Owner shall enter into an agreement with York Region agreeing to satisfy all conditions, financial or otherwise, of Regional Corporation; Regional Development Charges are payable in accordance with the Regional Development Charges By-law in effect at the time that Regional Development charges, or any thereof, are payable.

- END OF AGREEMENT -