

THE CORPORATION OF THE TOWN OF GEORGINA

STARLISH HOME (BT) CORP.

TREASURE HILL PHASE 3
PLAN OF SUBDIVISION 19T-20G01 PART LOT 14 AND
PART LOT 15, CONCESSION 3 (NG)
TOWN OF GEORGINA

SUBDIVISION AGREEMENT

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SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate as of this ____ day of _____, 20_.

B E T W E E N:

STARLISH HOME (BT) CORP., a company duly incorporated under the laws of the Province of Ontario

hereinafter called the "**OWNER**"

- and -

THE CORPORATION OF THE TOWN OF GEORGINA, in the Regional Municipality of York

hereinafter called the "**TOWN**"

of the third part.

PART I - RECITALS

1.1 Whereas:

- (a) The Owners are the registered owners of the lands described in Schedule "2" attached hereto (the "Lands") and as confirmed by the solicitor's certificate in Schedule "4" attached hereto;
- (b) The Owners have received approval of draft Plan(s) of Subdivision 19T-20G01 to be registered upon the Lands, subject to certain conditions, including a condition that the Owners enter into this Agreement. A reduced copy of the proposed plan or of each of the proposed plans forms Schedule "3" hereto (the "Draft M Plan");
- (c) This Agreement is being entered into in accordance with sections 51(25) and 51(26) of the *Planning Act*, R.S.O., 1990., c. P.13, as amended and to satisfy one of the conditions of draft approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the said parties agree, each with the other, as follows:

PART II - INTERPRETATION

- 2.1 The words and expressions used in this Agreement, including its recitals, have meanings set out in Schedule "1" attached hereto.
- 2.2 This Agreement shall be read with all changes in gender or number as the context requires.
- 2.3 In this Agreement, unless otherwise specified,
 - (a) a grammatical variation of a defined word or expression has a corresponding meaning;
 - (b) references to an Act, by-law, guideline, or policy shall include any amendments to or successors of such Act, by-law, guideline, or policy;
 - (c) references to sections, subsections, clauses, and Schedules are references to sections, subsections, clauses, and Schedules in this Agreement;
 - (d) references to Lots or Blocks are references to Lots or Blocks on the draft M-Plan;
 - (e) references to any approved plan, drawing or other document shall be deemed to include any approved revisions;
 - (f) every reference to a decision, determination, consent, approval, or request shall be deemed to be qualified by the words "acting reasonably";
 - (g) every provision by which the Owners or the Owners' Engineer or agent are required to act shall be deemed to include the words "at the Owner's expense, including the payment of any applicable taxes"; and

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- (h) every obligation of the Owners' consultants, workmen, agents, etc. shall be an obligation of the Owners.

2.4 The following Schedules are attached to and form part of this Agreement:

- Schedule 1 Definitions
- Schedule 2 Legal Description of Lands
- Schedule 3 Plan(s) of Subdivision
- Schedule 4 Solicitor's Certificate
- Schedule 5 Approved Plans
- Schedule 6 Ontario Land Surveyor Certificate as to the Conformity
- Schedule 7 Easements, Lands and Reserves to be Conveyed
- Schedule 8 Schedule of Works
- Schedule 9 Estimated Cost of Constructing the Works
- Schedule 10 Payments to Town
- Schedule 11 Securities and Guarantees
- Schedule 12 List of Security Reduction Requirements
- Schedule 13 List of Building Permit Requirements
- Schedule 14 Conditions of Approval for Draft Plan

PART III - ENGINEERING

General

- 3.1 The Owners and the Owners' Engineer shall ensure that all Works are designed and constructed in accordance with the Approved Plans and Town Specifications unless otherwise approved by the Director.
- 3.2 The Owners and the Owners' Engineer shall ensure that all licenses, permits and approvals required to construct, repair and maintain the Works are obtained and maintained in good standing.
- 3.3 The Owners and the Owners' Engineer shall comply with all applicable legal requirements including but not limited to statutes, by-laws, order and rules and regulations of every governmental authority having jurisdiction which relate to the design, construction, repair and maintenance of the Works including all requirements under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sch. A, as amended.

Owners' Engineer Consultant

- 3.4 The Owners agree to retain as their consultant a competent Professional Engineer, skilled and experienced in the municipal engineering field, who shall carry out all the necessary engineering requirements for the development of the Plan of Subdivision in accordance with this Agreement, as well as design, supervise, layout, inspect, and maintain the Works and to remedy any defects as required (the "**Owners' Engineer**"). The Owners' Engineer shall be in good standing with the Professional Engineers of Ontario. The Owners' Engineer or a successor thereto, shall continue to be retained until the Works provided for in this Agreement is completed and formally assumed by the Town and shall provide its certificate respecting same for acceptance purposes.
- 3.5 The Owners' Engineer is authorized to act as the Owners' representative in all matters pertaining to the design, construction, repair and maintenance of the Works and shall co-operate with the Director to protect the interests of the Town and the general public in such matters.

Owners' Landscape Consultant

- 3.6 The Owners also agree to retain a competent Professional Landscape Architect experienced in municipal arboriculture (the "**Landscape Consultant**"). Any Landscape Architect retained by the Owners shall be in good standing with the Ontario and/or Canadian Association of Landscape Architects.

Approved Plans and Specifications

- 3.7 The Owners agree to construct the Works in accordance with the plans and specifications as approved by the Director and as attached as Schedule '5' hereto (the "**Approved Plans**") and in accordance with the Town's Design Criteria, as amended, in effect at the time development occurs.
- 3.8 The Approved Plans include any and all engineering plans, drawings, and reports which may include, but is not limited to, any of the following:
 - (i) Grade Control Plan;
 - (ii) Stormwater Management Report;
 - (iii) Master Landscape and Tree Planting Plan; and/or
 - (iv) a Communication Implementation Plan
 - (v) a detailed Fence Plan showing all required fencing (construction, privacy, acoustical, environmental protection, and security) to the satisfaction of the Director of Development Services and the Director of Recreation and Culture.
 - (vi) other related reports such as soils reports, geotechnical report, and traffic reports.
- 3.9 The Approved Drawings shall only be those plans, drawings, reports and the like which have been reviewed and approved by the Director, which approval shall be signified by the Director's signature on such plans, etc. No deviation from the Approved Drawings shall be permitted unless such deviation is authorized by the Director before it is undertaken.
- 3.10 The Approved Drawings shall not absolve or release the Owners, the Owners' Engineer or Landscape Consultant or any other consultant retained by the Owners from liability for

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any errors or omissions in relation to the Approved Drawings or from any other obligation under this Agreement.

- 3.11 Notwithstanding any review, approvals, criticisms, or modifications given by the Town, neither the Town nor the Director shall in any way be responsible for the design, drawings, or plans and specifications prepared by or on behalf of the Owners and the Owners shall bear sole responsibility for the soundness of the engineering design and for ensuring that the Works will function as intended and contemplated.
- 3.12 The Owners agree not to let any contractor act for the performance of any of the said Works unless and until the form and provisions of the contract, the contractor's guarantees and the contractor have first been approved by the Director. The contract(s) shall provide that the Director may inspect the construction of all Works under the contracts and that the Director shall have the authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to any of the provisions of this Agreement.
- 3.13 The Approved Plans and any other documents provided to the Director under Section 3.8 may be used and/or reproduced by the Town without cost, and without further approval or permission from either the Owners or the Owners' Engineer.

Grade Control Plan

- 3.14 Prior to the execution of this Agreement, the Owners shall submit to the Director a Grade Control Plan together with a Storm Water Management Report both of which shall be in conformity with the Town's Development Design Criteria and the Town's Lot Drainage specifications in effect at the time approval is received by the Director. In addition, any Stormwater Management Report shall deal with any external contributing areas which drain through the said subdivision.
- 3.15 The grading of the lands specified shall be carried out in general accordance with such Grade Control Plan. If, in the opinion of the Director, drainage problems occur prior to the Final Assumption of the subdivision by the Town, the Owners agree to correct them by re-grading or by the construction of catch basins, swales, retaining walls or other structures as may be necessary to correct such problems.
- 3.16 The Owners agree to sod boulevards between the property line and the curb line together with each of the lots or blocks except for paved or planted areas upon the completion of the construction of buildings thereon.
- 3.17 The Town, within the discretion of the Director, agrees to permit the Owners to revise a portion of the submitted Grade Control Plan if, in the opinion of the Owners, the grading can be improved to accommodate housing types. The revisions must be approved by the Development Engineering Department

Construction According to Grade Control Plan

- 3.18 The Owners agree that no building construction shall be commenced on the lands described in the said plan except in close conformity with the elevations and spot levels shown on a Grade Control Plan approved by the Director.
- 3.19 The Owners further agree to rough grade the boulevard within subject lands to within 0.3 metres of the final grade prior to placement of the base course asphalt and the curb and gutter.

Restoration of the Boulevard and Disturbed Areas

- 3.20 The Owners agree to grade and sod any lands disturbed by construction of the Works within 2 weeks of the Works being completed.
- 3.21 The Owners agree to sod boulevards between the street line and the curb line together with each of the lots or blocks except for paved or planted areas upon the completion of the construction of buildings thereon.

Individual Lot/Block Grading Plans

- 3.22 No building permit shall be issued for the construction of a building on any lot or block until an individual lot or block Grading Plan prepared by a Professional Engineer has been approved by the Owners' Engineer and submitted to the Director. The individual Grading Plan shall indicate the proposed sitting of the building, its design and main floor elevation and its grading, sodding and 'as built' municipal service information.

Master Landscape and Tree Planting Plan

- 3.23 A Master Landscape and Tree Planting Plan approved by the Director and attached at Schedule '5' hereto shall be prepared by the Landscape Consultant and shall show, in addition to tree plantings, all Aboveground features including, but not limited to, driveways, sidewalks, hydrants, transformers, utility pedestals, super mailboxes, and other pertinent site features. Trees proposed along each side of each street, including species and sizes, shall be in accordance with the Town's Development Design Criteria, as amended. Where trees are lost through development, the Owners shall agree to compensate the Town as per the Tree Preservation and Compensation Policy, as amended.
- 3.24 The Owners agree to carry out all landscape work and planting in accordance with the approved Master Landscape and Tree Planting all at the Owners' expense.
- 3.25 All plantings are considered to be part of the Aboveground works and shall be completed prior to Preliminary Acceptance of the Aboveground Works and Services.
- 3.26 The Owners agree to maintain and water all trees, sod and other landscaping planted or laid on Public Lands all in accordance with a detailed schedule to be submitted by the Landscape Consultant and approved by the Director until Final Assumption of the subdivision. Each spring during this period, the trees, sod, and other landscaping planted on public lands shall be inspected by the Owners' Landscape Consultant and any trees, sod or other landscaping which is dead, diseased, or failing to establish a healthy growth, shall be replaced forthwith.
- 3.27 The Owners further agree to retain the Landscape Consultant for tree planting site inspection and supervision during the planting and maintenance period. The Landscape Architect shall further provide his/her *'Certificate of Completion'* to the Director prior to Preliminary Acceptance of the Aboveground works.
- 3.28 The Owners agree that the responsibility and costs of the tree planting and sod is not to be passed on to builders or an ultimate home purchaser.
- 3.29 The Owners shall agree not to remove trees or hedgerows without the written approval of the Town. The Owners will be required to satisfy all provisions of the Region of York Forestry Bylaw, as amended, the Town's Tree Preservation and Compensation Policy, and the Town's Development Design Criteria, as amended from time to time, regarding the preservation and protection of trees and vegetation.
- 3.30 Upon satisfactory completion of the maintenance period, the Town shall return the securities deposited with the Director for boulevard tree planting, subject to any reduction for any payouts and/or claims pursuant to the *Construction Act*.

Cost Estimates

- 3.31 Prior to the execution of this Agreement, the Owners' Engineer shall submit a Works Cost Final Estimate to the Director for approval. The Works Cost Estimate shall be attached as Schedule '9' hereto.

Utilities

- 3.32 The Owners shall enter into agreements with the authorities having jurisdiction to ensure the proper design and installation of all utilities required to service the Lands including water, sanitary sewers, hydro, telecommunications and gas, and provide copies of all such agreements to the Town.
- 3.33 All utilities shall be installed in locations approved by the Director and shall be installed underground, unless otherwise approved.
- 3.34 No dwelling shall be occupied until such time as these services and street lighting in front of the dwelling have been approved by the requisite authority and are in operation.
- 3.35 The Owners shall agree that it will permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the plan registration provided the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owners shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the development as and when each dwelling unit is constructed.
- 3.36 The Owners shall agree that in the event that easement(s) are required to provide gas

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service to this development, the Owners will provide the easement(s) to Enbridge Gas Distribution at no cost.

- 3.37 The Owners shall agree to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.
- 3.38 That the Owners agree in the Subdivision Agreement to contact Enbridge Gas Distribution'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.
- 3.39 That the Owners agree in the Subdivision Agreement that 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.
- 3.40 That the Owners agree in the Subdivision Agreement that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
- 3.41 That the Owners agree in the Subdivision Agreement that in the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea30@enbridge.com.

Commencement of Construction

- 3.42 The Owners agree that the Works required to be undertaken pursuant to this Agreement shall be commenced within one (1) year of the date of the execution of this Agreement.
- 3.43 If the Owners have not commenced the Works within one (1) year of the date of the execution of this Agreement, the Town, at its sole discretion, may deem the Owners to be in default under this Agreement and subject to the provisions of Part XI ('Remedies') or may require that a new Agreement be entered into and may alter the terms and conditions as it deems advisable.
- 3.44 The Owners agree prior to the construction of any Works to give to the Town at least seven (7) days' notice in writing of the date upon which such construction shall commence.
- 3.45 The Owners agree that no Works shall be commenced without the written approval of the Director and it is understood that any approvals given prior to the registration of the plan shall not be binding upon the Town nor on the Director and any works undertaken by the Owners prior to the registration of the plan shall be at the sole risk of the Owners.
- 3.41 Any approvals given by the Town shall be subject to any and all approvals required by any other governmental authority.
- 3.42 Notwithstanding anything herein contained, the Town shall not be obligated under this Agreement until the Town or the Owners have obtained any and all approvals required to be obtained from the Regional Municipality of York, Ministry of Tourism, Culture and Sport and the Lake Simcoe Region Conservation Authority and nothing herein shall relieve the Owners from obtaining all approvals and consents required by any governmental authority.

Construction Management Plan

- 3.43 Prior to the commencement of the Works, the Owners shall prepare, for the approval of the Director, a Construction Management Plan (the "CMP") which will address, at minimum, the following matters:
- a) Site access;
 - b) Schedule of works
 - c) Parking;
 - d) Surface encroachment;
 - e) Storage – on and off site;
 - f) Hoarding;
 - g) Traffic management;

- h) Site containment and security;
- i) Deliveries and removals;
- j) Noise by-law and hours of operation;
- k) Staging; and
- l) Neighborhood liaison plan and key contact information.

3.44 The Owners shall carry out all matters identified within the approved CMP.

Construction Hours

3.45 The Owners acknowledge and agree that notwithstanding the limitations contained within Town's By-law 2003-0075 (PWE-1) as amended being a by-law to prohibit and regulate noise likely to disturb the inhabitants of the Town of Georgina, the hours of work will be limited to 7:00 a.m. to 8:00 p.m. Monday to Saturday.

Access to the Subdivision

3.46 The Owners agree to gain access to the proposed subdivision during the period of construction only by way of **Church St**, or an alternate route approved by the Director in writing.

Subdivision Signs

3.47 As soon as construction commences, the Owners shall advise builders and purchasers of lots in the plan of subdivision of the intended use of the lands being conveyed to the Town or other authorities, other than road widenings and 0.3 reserves, by installing a sign or signs on the respective lots. Such signs shall also be erected on blocks zoned so as to permit any use other than residential dwellings.

3.48 The Owners further agree to erect signs on all open spaces within the plan of subdivision indicating the proposed use of each block in both a textual and graphic form approved by the Town. The said signs shall be erected prior to anyone offering lots, blocks, or dwelling units on the plans for sale to the public and shall be 1.2m x 1.2m in size, constructed from plywood, crezon or other material to the satisfaction of the Town and shall contain a colour park plan with labels of facilities.

3.49 The Owners agree to display plans in its sales office and identify in its sales literature any phases of development, the location of adjacent environmentally protected features, and the location of private and utility infrastructure including but not limited to sidewalks, stormwater management facilities, transformers, pedestals, streetlights, mailboxes and lands for other development.

Streetlights

3.50 The Owners agree to design and construct the streetlight system all in accordance with the Development Design Guideline in effect at that time.

3.51 The Owners further agree that the streetlights shall be installed, tested, inspected, certified and operational in advance of any building permit being released.

Drinking Water Works Permit

3.52 The Owners agree that the proposed watermain design and construction meets all conditions of the Town's Drinking Water Works Permit No. 119-201 including "The watermain addition, modification, replacement or extension will not adversely affect the distribution system's ability to maintain a minimum pressure of 140 kPa at ground level at all points in the distribution system under maximum day demand plus fire flow conditions."

3.53 The Owners acknowledge their obligations pursuant to the Town's Drinking Water License and Drinking Water Permit as issued, and as may be amended from time to time by the Ministry of the Environment, and its obligations pursuant to the Town's Procedure No. W/WW 13, as may be amended from time to time respecting the provisions of minimum water pressure.

Completion of Works

3.54 The Owners shall complete the Works required by this Agreement and as listed in Schedule '8' hereto within two (2) years of the commencement of construction.

3.55 Notwithstanding the remedies available to the Town herein (Part XI – Remedies), failing completion of the Works within two (2) years of the commencement of construction, the

Town may, at its option, require the Owners and their successors in title, to desist from the continued construction of services in which case the Town may declare any performance guarantee forfeited and may out of the receipt of any monies available from the performance guarantee complete the Works of any of them required to be completed and the Town shall not be required to return to the Owners any funds it may have received from the performance guarantee, or, in the alternative, the Town may require the Owners to cease work being carried out in the subdivision by the Owners, or their successors in title, including the completion of any structural building and may require the Owners or their successors in title to renegotiate with the Town on the basis of any construction standards or financial requirements which may then be Town standards.

Top Course of Asphalt

- 3.56 The Owners agree to lay the top course of asphalt on all roads following acceptance of the base course of asphalt at such time as shall be directed by the Director, provided that such top course of asphalt will not be laid before June 1st of any given year or in the same calendar year as the base course of asphalt but in any event the Owner shall lay the said top course within two (2) years of the date of commencement of any work. The Director, at their discretion, may alter this requirement if they deem it to be appropriate.

Preliminary Acceptance of Underground Services

- 3.57 Following completion of the construction of all Underground Works and Services, the Owners' Engineer shall submit his/her Certificate of such completion to the Director and shall submit and carry out all requirements as indicated in Schedule '12', attached hereto.
- 3.58 The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid, either advise the Owners' Engineer, in writing, that such works have been completed to his/her satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Owners' Engineer shall submit his/her Certificate as to the completion of such requirements and the Director shall similarly advise as to his satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the underground works and services by the Town.

Preliminary Acceptance of Aboveground Services

- 3.59 Following the completion of the construction of all Aboveground Works and Services and twelve (12) months after the Preliminary Acceptance of Underground Services, the Owners' Engineer shall submit his/her Certificate of such completion to the Director and shall submit and carry out all requirements as indicated in Schedule '12', attached hereto.
- 3.60 The Director shall, within sixty (60) days from the receipt of the Certificate as aforesaid either advise the Engineer, in writing, that such works have been completed to his/her satisfaction or set forth in writing particulars wherein the work has not been so completed. In the event that the Director submits a list of requirements, the Engineer shall submit his Certificate as to the completion of such requirements and the Director shall similarly advise as to his satisfaction or otherwise in respect to such requirements. The final approval by the Director shall constitute the Preliminary Acceptance of the Aboveground works and services by the Town.

Licence to Enter

- 3.61 The Owners agree to retain a licence from any subsequent purchaser of the Lands described in Schedule '2' to enter upon such Lands in order to comply with the provisions of this Agreement. Such licence shall be retained until Assumption of this subdivision. It will be the Owners' responsibility to register a release of said licence on all affected lots and blocks prior to assumption occurring.

Maintenance of Partially Constructed Roads

- 3.62 The Owners agree, until the roads have been constructed in accordance with the provisions of this Agreement, to maintain the gravel and stone base and to apply such dust preventative layer and snow-plow and sand as may be required by the Town and in the performance of such covenants, to comply with such directions as may be from time to time given to the Owners in writing by the Director.

Maintenance and Repair of Public Works

- 3.63 Upon construction of either the Underground and/or Aboveground works and services, the

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Owners agree to maintain all the Works and services as provided for in this Agreement free from defects and to repair or rectify any defects which may occur when required by the Director until Final Assumption of the subdivision. Without limiting the generality of the foregoing, the Owners agree as follows:

- a) to maintain all sewers, manholes, catchbasins and outlets free of road material, building debris and other foreign matter and to clean such materials from the system until the Final Assumption of the subdivision;
- b) maintain the roadway pavement, curbs and sidewalks clear of building debris and earth deposits and to clean and remove such material and power sweep roadway surfaces at minimum of a weekly basis and as required by the Director in writing until the Final Assumption of the subdivision;
- c) to rectify and repair all damages to the curb boxes, sidewalks and curbs constructed under this Agreement until the Final Assumption of the subdivision;
- d) to revamp manholes and catch basins when so directed by the Director until the Final Assumption of this subdivision;
- e) to rectify and repair all settlements, depressions or any other defects on roadways including around manholes and/or catch basins, until the Final Assumption of this subdivision;
- f) to maintain, repair and replace, at their own expense, all walls, noise attenuation barriers and berms, and any fencing required to be erected by this Agreement; and
- g) to carry out continuous maintenance to the satisfaction of the Town on all vacant lots or blocks within the plan. Such maintenance will include weed control, grass and weed cutting to maintain a height not exceeding one hundred and fifty (150mm) millimetres.

3.64 Notwithstanding anything here to the contrary, where in this Agreement the Town is obliged or required to give notice to the Owners or any other party before undertaking any action of which it is entitled to take hereunder and where the Director deems, in his/her absolute discretion, that an emergency situation exists the time for giving such notice shall be abridged and the Town shall be entitled to take such action forthwith upon the giving of the notice.

Repair of Damaged Public Works on Adjoining Lands

3.65 The Owners agree that all streets abutting on the lands to be covered by the new registered plans of subdivision and to be used for access during the construction of the houses or buildings and the public works on the new plans shall be maintained in good and usable condition during the said construction and if damaged by the Owners or parties employed by the Owners in construction of the said works or by builders so employed, will be restored immediately and all trucks making delivery to or taking materials from the lands in the said new registered plans shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting.

Driveway Surfacing

3.66 The Owners agree to place asphalt or other approved hard surface from the rear face of the curb to the front face of the house or garage in accordance with the Town's Development Design Criteria, as amended. Asphalt shall be placed in two even lifts on any driveway.

3.67 Prior to occupancy of any dwelling, the granular base shall be installed and compacted on the driveway in accordance with the Town's Development Design Criteria, as amended.

Replacement of Curb Depressions

3.68 The Owners agree that if any curb depressions are not located correctly with respect to a driveway, to construct a curb depression in the correct location and replace the original curb depression, in accordance to the Town's Development Design Criteria, as amended from time to time, all to the satisfaction to the Director.

Replacement of Topsoil

3.69 The Owners agree that all topsoil removed from the lands shown in Schedule '3', and as described in Schedule '2' attached hereto shall be a reasonable amount stockpiled during grading operations and as building construction is completed, the said screened topsoil shall be placed at a depth of at least three hundred (300) millimetres on all land not covered

by buildings, driveways or pavement. The Owners further agree not to stockpile topsoil on any land to be dedicated to the Town.

Debris or other Materials on Lands to be Dedicated

- 3.70 The Owners agree that land conveyed to the Town for municipal purposes including roads, parks and for any other purpose, will not be used for the depositing of junk, debris, refuse, topsoil, building materials, equipment or other materials and the Owners further agree to restrain, insofar as they are able to do so, all others from depositing junk, debris, refuse, topsoil, building material, equipment or other materials on the lands conveyed to the Town and further agree to remove any junk, debris, refuse, topsoil, building materials, equipment or other materials excluding original topsoil immediately when so directed by the Town, at the Owners' expense.

Snow-Plow Incomplete Roadways

- 3.71 The Owners agree to snow-plow and sand roadways until the base course of asphalt has been laid. The Town will be responsible for plow and sanding of roadways only after the base course of asphalt has been laid and occupancy has occurred on the subject roadways.
- 3.72 The Owners agree that all pavement and boulevards must be maintained clear of debris and building material and all manholes or other structures ramped as required and such ramping maintained by the Owners until top course of asphalt is placed.

Watermain Testing and Flushing

- 3.73 The Owners are to obtain Road Occupancy permit for any works to occur on existing Town roads. The Owners are to contact Environmental Services at the Town for latest Watermain Testing and Flushing Procedure and follow as appropriate including any on-site inspections by Town staff. The Owners shall not operate, connect, or construct any works on the Town's existing water or wastewater system without written consent from the Town's Operations & Infrastructure department. The Owners agree to retain a Licenced Water and Wastewater Operator to oversee and inspect any Works which involves the construction or connection to the existing Town water or wastewater system until the occupancy level in Ainslie Hill 1 reaches 85%.

Fouling of Roadways

- 3.74 The Owners agree not to foul the highways, outside the limits of the subdivision, leading to the Lands and further agree to provide the necessary labour and equipment to be available on twenty-four (24) hour notice at all times to keep public roads clean and if, in the opinion of the Director, such roads do not meet with these requirements, then the work shall be done by the Town at the Owners' expense.

Cleaning and Sweeping of Streets

- 3.75 The Owners agree to maintain all roads, pavement, boulevards, curbs, and sidewalks clear of building debris and other material and keep same in a clean and reasonable condition throughout the period of house construction and shall provide the necessary labour and equipment including power sweeping and flushing equipment and labour to do so on a daily basis and/or as required by the Director. If, in the opinion of the Director such roads do not meet with these requirements, then the work may be done by the Town at the Owners' expense.

Clearance of Debris from Vacant Public and Private Lands

- 3.76 The Owners agree to clear debris and garbage originating from the Works in the subdivision and deposited on vacant public and private lands within or outside the limits of the subdivision, if so requested in writing by the Director. If the Owners fail to do so in seventy-two (72) hours, the Town will remove such debris and garbage at the cost of the Owners.

PART IV - BUILDING AND PLANNING REQUIREMENTS

Street Signs and Traffic Control Signage

- 4.1 Prior to the issuance of a building permit, the Owners agree to erect permanent street signs and traffic control signage according to specifications approved by the Director on all street intersections in the subdivision and to maintain same until all grading of roads and boulevards has been completed and Final Assumption of subdivision occurs.

- 4.2 The Owners shall further supply and install traffic signs as directed by the Director in accordance with the traffic plan or equivalent.

Street Names

- 4.3 The Owners agree that the street(s) on the proposed plan(s) of subdivision shall bear names satisfactory to the Town and the Region of York and shall be in accordance with any by-law(s) passed by the Town naming any streets within the proposed subdivision.
- 4.4 Permanent street name signs shall be erected according to specifications approved by the Director.

Building Requirements

- 4.5 The Owners agree that all houses shall be designed, located and constructed to ensure a reasonable mix of styles, materials and colors for adjacent houses, and shall be constructed in accordance with the Council approved Urban Design Report and Architectural Design Guidelines, as amended. The Owners' Engineer shall consider all existing and future street intersections in the overall siting of homes to minimize any potential impact.
- 4.6 The Owners agree to retain a competent Building Control Architect. The Building Control Architect shall be in good standing with the Ontario Association of Architects. The Building Control Architect shall have experience in and be capable of reviewing all building permits for compliance with the Council approved Urban and Architectural Design Guidelines. Where possible the Control Architect shall be the same as the architect that drafted the Urban and Architectural Design Guidelines.
- 4.7 The Owners agree that no building permit will be issued until the Town is satisfied that:
- a) all requirements contained in Schedule '13' are fulfilled;
 - b) all the following sections have been fulfilled:
 - 4.1- 4.2 Street Signs and Traffic Signage
 - 4.3- 4.4 Street Names
 - 3.22 Individual Lot/Block Grading Plans
 - 6.2- 6.3 Fire Protection and Access
 - 6.4 Fire Breaks
 - 6.6- 6.7 House Numbers
 - 3.47- 3.48 Streetlights
 - c) all adequate road access including base course asphalt, municipal water supply, storm and sanitary sewers, and storm drainage facilities, utilities and streetlighting are available to service the development.

Accessory Buildings, Additions and Swimming Pools

- 4.8 The Owners and/or subsequent purchaser shall not construct or apply for a building permit to construct any accessory building, addition to an existing building or a swimming pool until the individual grade control plan pursuant to section 3.22 herein has been appropriately amended and approved by the Director.

Pre-Registration Homes

- 4.9 The Town hereby agrees to the construction by the Owners of pre-registration homes prior to the registration of the plan of subdivision, subject to the provisions of this agreement and pursuant to the Town's Zoning By-law 500, as amended.
- 4.10 It is mutually agreed by the parties hereto that the maximum number of pre-registration homes shall be determined in accordance with Zoning By-law 500, as amended.
- 4.11 The Owners acknowledge and agree that all other provisions respecting the issuance of any building permit is applicable to the issuance of any building permit prior to the registration of the plan of subdivision(s).

Occupancy of Buildings

- 4.12 The Owners agree to not permit occupancy of any building including pre- registration

homes, or part thereof, until the following requirements have been fulfilled, to the satisfaction of the Director:

- a) the Plans of Subdivision or any approved Phases thereof as the case maybe, are registered;
- b) the water, sewage, and drainage facilities, including the storm outlet on adjacent lands, are operating and the required water meter has been installed, in accordance with the conditions set out by the Town;
- c) all lot grading for said lots are complete and the consultant's grading certificate, issued by the Engineer, has been submitted and accepted by the Director;
- d) the granular base shall be installed and compacted on the driveway and access to the dwelling by way of patio stones, has been provided in accordance with the latest revision of the Town's Development Design Criteria, as amended from time to time;
- e) hydro electric service to the building is in operation and approved by the Electrical Safety Authority and streetlights are installed and fully operational, in accordance with the conditions set out by the Town;
- f) Each dwelling unit shall be furnished with a house number, as assigned to the dwelling by the Town, and has been permanently posted on the front of the dwelling in such a manner as to be visible from the street and suitably illuminated; and
- g) In the case of a lot containing a detached garage, the garage shall be fully complete.

Green Bins, and Blue Boxes

- 4.13 The Owners agree to provide for one green bin, and one large blue box for each residential unit within the proposed subdivision for distribution to each subsequent purchaser of a new home within the subdivision and in accordance with any fee(s) as set out in Schedule '10' hereto.

Parkland Conveyance

- 4.14 The Owners agree to fulfill the parkland requirements as set out in Schedule '13' attached and in accordance with section 51 of the *Planning Act*, R. S. O. 1990 c., as amended.

Canada Post

- 4.15 The Owners agree to include on all offers of purchase and sale, a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mail box.
- 4.16 The Owners agree that the Owners will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
- 4.17 The Owners agree to contact Canada Post sixty (60) days in advance of occupancy to arrange for setup of mail delivery.
- 4.18 The Owners agree to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plan.
- 4.19 The Owners agree to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- a) An appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the Community Mailboxes on.
 - b) Any required walkway across the boulevard, as per municipal standards.
 - c) Any required curb depressions for wheelchair access.
- 4.20 The Owners shall agree in the Subdivision Agreement to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residence as soon as the homes are occupied.

PART V - FINAL ACCEPTANCE AND ASSUMPTION

- 5.1 The Town covenants and agrees that the Final Acceptance and Assumption of the subdivision shall take place upon fulfilment of the requirements in Schedule '12' and the following conditions:
- a) satisfactory conclusion of performance by the Owners of their obligations during the full twenty-four (24) month maintenance period, commencing upon Preliminary Acceptance of the Aboveground works;
 - b) that all roadway pavement, ditches, storm sewers and appurtenances incidental thereto and sanitary sewers and appurtenances incidental thereto shall be clean and free of debris and earth deposits and functioning asintended;
 - c) that all settlements, depressions, or any other defects on roadways shall be repaired to the satisfaction of the Director;
 - d) that eighty-five (85%) percent of all buildings on lots within the Plan of Subdivision or any phase thereof are constructed;
 - e) that the Director shall be in receipt of all items as identified in Schedule '12' and as follows:
 - i. a statement by a registered Ontario Land Surveyor that he/she has found or replaced all standard iron bars and iron bars as shown on all reference plans, all corner lots and control points of survey and has located or properly re-established all block corners, the beginning and ends of all block curves other than corner rounding's and all points of change in direction of streets. In addition, the four iron bars on the outside corners of the subject lands shall have their horizontal and vertical coordinates assigned to them and that information provided to the Town;
 - ii. a certificate of location and elevation of two (2) geodetic benchmarks in the subdivision;
 - iii. a Statutory Declaration from the Owners that it has paid all contractors and sub-contractors associated with the construction of public works and complied fully with the provisions of the *Construction Act*;
 - iv. a certificate from the Landscape Architectural Consultant certifying the satisfactory completion of boulevard planting and of all other landscaping in the plan in accordance with the specifications and the approved construction drawings and that the plant materials have been installed for a period of not less than twenty-four (24) months, are in healthy condition and all dead or diseased plantings have been replaced and are now in healthy condition. This certificate must be signed and stamped by a member of the Ontario Association of Landscape Architects (O.A.L.A.);
 - f) that any lands dedicated as public parks have been graded and sodded to the satisfaction of the Director;
 - g) that all vacant lots and blocks have been graded in accordance with the Grade Control Plan and an acceptable grass cover is established; and
 - h) that all other covenants contained within this Agreement have been completed to the satisfaction of the Town.
- 5.2 The Town agrees that once all required documentation and inspections as set out in 8.1 and Schedule '12' are received and accepted and Assumption has been granted, the Director shall issue a certificate of Final Acceptance.
- 5.3 A Council Resolution is required for Assumption to occur. Assumption may occur with very minor deficiencies with the Works, as determined by the Director, the Owners shall rectify the deficiencies prior to Final Acceptance. Once the Owners receive Final Acceptance, all securities shall be returned as per Section 8.12

PART VI - FIRE PROTECTION REQUIREMENTS

Emergency Access to Lands

- 6.1 The Owners shall provide emergency access to the Lands in such locations as may be required by the Fire Chief.

Fire Protection and Access

- 6.2 The Owners acknowledge and agree that building permits will not be issued for any dwelling unless the lot upon which a dwelling is to be constructed is situated within ninety-metres (90m) of an operating fire hydrant and the abutting roadway or any roadway required to access the subject lot, is constructed to a minimum of granular base course which is to be maintained by the Owners.
- 6.3 The Owners shall ensure that all mainline and secondary water main valves are open at all times and all fire hydrants are operating and available for firefighting purposes.

Fire Breaks

- 6.4 The Owners agree to provide a firebreak plan for the development pursuant to the requirement(s) of the Town's Manager of Building and Chief Building Official.

Hydrant Anti-Tampering Devices

- 6.5 Upon acceptance by the Director of the testing and charging of the subdivision water distribution system, whether in whole or in part, the Owners shall install an anti-tampering device of style and manufacture acceptable to the Director on each fire hydrant within the subdivision. Said devices shall remain in place and be maintained by the Owners until Assumption of the subdivision by the Town.

House Numbers

- 6.6 Prior to the issuance of a building permit, the Owners shall provide all house numbers for use within the said plan as allocated by the Town.
- 6.7 Prior to occupancy, each and every dwelling unit shall be furnished with the house number as assigned by the Town and shall be permanently affixed on the front of each respective dwelling in such a manner as to be visible from the street and suitably illuminated to the satisfaction of the Director.

Open Burning of Materials

- 6.8 The Owners agree to comply with the municipal by-law regulating the open burning of materials and obtain the necessary permits from the Town's Fire Department in accordance with By-law 2000-0071 (REG-1), as amended.

PART VII - FEES AND CHARGES

Payments

- 7.1 In addition to the fees and charges as set out herein, the Owners agree to pay to the Town all amounts set out in Schedule '10' attached hereto.
- 7.2 The Owners agree that in the event the proceeds received by the Town pursuant to Schedule '10' are not required or likely to be required wholly, or, in part, by reason of the Owners undertaking this subdivision, such proceeds may then be expended for such other general or specific purposes that the Town shall, at its absolute discretion, determine.
- 7.3 The Owners shall pay all development fees to the Lake Simcoe Region Conservation Authority in accordance with the approved fees policy, under the Conservation Authorities Act.
- 7.4 Winter Maintenance of Roadways
The Owner agrees:
- (a) that if any person should occupy a dwelling unit within said Lands before the Assumption of the Roadways, the Town shall carry out Winter Maintenance on the travelled portion of such streets, sidewalks and multi-use paths within the Roadways that are installed and completed and are required for access to the occupied dwellings, in accordance with the Standards and Specifications, subject to the following:
- the Owner has provided written notice to the Town requesting the Town to commence Winter Maintenance on the respective streets and occupancies;

Attachment 3 - Draft Subdivision Agreement

- all Roadways that are subject to Winter Maintenance are free and clear of debris to the satisfaction of the Town;
 - all maintenance holes and catch basins are constructed to match the existing grade of the travelled portion of the road; and,
 - all sidewalks and boulevards have been constructed to the satisfaction of the Town, and are continuous and connected to an existing maintained Roadway.
- (b) that such Winter Maintenance by the Town shall not constitute Acceptance or Assumption and that it specifically absolves and indemnifies the Town from any and all loss or liability of every nature and kind whatsoever in connection with such Winter Maintenance;
- (c) that if by September 1st of the calendar year, the total occupancy of the subdivision is less than 85% the Owner shall reimburse the town for any costs incurred on the account including a 15% administration charge for winter maintenance inspections, winter maintenance works and including post-winter street sweeping.
- (d) that nothing herein shall be construed as being maintenance by the Town for the purposes of creating any statutory duty on the Town for the maintenance of public streets and highways or with respect to the assumption of the roads as public highways;
- (e) that, if the Town damages or interferes with the Works or any supplies, equipment, or property of the Owner while carrying out Winter Maintenance, the Owner hereby agrees to release and waive all claims against the Town that the Owner might have arising therefrom and make no claim against the Town for such interference or damage provided such interference or damage was not caused through gross negligence on the part of the Town, its servants, contractors, or agents;
- (f) that it will reimburse the Town for any costs incurred on account of damage or replacement of maintenance equipment belonging to the Town, its servants, contractors, or agents as a result of faulty or incomplete construction of Works within the Lands, or failure of the Owner to keep the Roadway free and clear of any debris or other obstruction;

Outstanding Charges

7.5 Prior to the execution of this Agreement, the Owners shall:

- (a) pay all taxes outstanding against the Lands; and
- (b) commute and pay forthwith designated charges and imposed rates now or to be assessed and levied upon the Lands, including but not limited to levies, under all applicable legislation, regulations, by-laws and policies'.

Lawful Levies and Rates

7.6 The Owners shall pay all taxes levied, or to be levied, on the said Lands on the basis and in accordance with the assessment and collector's roll entries until such time as the Lands herein being subdivided have been assessed and entered on the collector's roll according to the Registered Plan.

7.7 Notwithstanding the Works to be constructed and installed by the Owners, the services to be performed and the payments to be made pursuant to this Agreement, the Lands in the said subdivision shall remain liable in common with all other assessable property in the Town to all lawful rates and levies of the Town.

Unpaid Monies

7.8 Interest shall be payable by the Owners to the Town on all sums of money payable under this Agreement, which are not paid within thirty (30) days from the date of an invoice issued by the Town to the Owners. The rate of interest on all late payments shall be paid by the Owners at a rate of fifteen percent (15%) per annum.

PART VIII - GUARANTEES AND SECURITIES

Performance Guarantee

- 8.1 Prior to the registration of the plan(s) of subdivision by the Town, the Owners shall provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as set out in Schedule '11' hereto, in order to guarantee the performance of all the Owners' obligations under this Agreement, including that,
- a) all the Works and related costs contemplated by the Approved Plans, any additional plans and this Agreement, as set out in Schedule '5' are constructed in a proper manner;
 - b) the said Works are properly maintained until the certificate of Final Acceptance is issued; and
 - c) all necessary repairs are made, including repairs to the Works constructed by the Owners but damaged by others, including but not limited to the builders.
- 8.2 The initial amount of the Letter of Credit shall be as set out in Schedule '11' attached.
- 8.3 If, in the opinion of the Director, at any time, the amount of the Letter of Credit as set out in Schedule '11' is insufficient, such amount may be increased and the Owners shall pay such additional sum or provide such additional Letter of Credit on the terms and conditions contained herein, as may be required as a result of such increase. In determining the sufficiency of the amount of the Letter of Credit or any additional Letter of Credit, regard shall be placed on the particulars outlined in Schedule '11' and the total cost of satisfying all the obligations of the Owners pursuant to any of the provisions of this agreement.
- 8.4 If the Town makes a demand for additional security or Letter of Credit and the Owners have failed to deposit such additional security or Letter of Credit with the Town within fourteen (14) days, the Owners shall be deemed to be in breach of this agreement and the Town may issue a stop work order.

Drawing on Letter of Credit

- 8.5 The Town may appropriate any portion of the Letter of Credit to remedy any Default, in accordance with Part XI (Remedies).
- 8.6 Notwithstanding anything contained in this Agreement, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owners' expense, any necessary emergency repairs including but not limited to Immediate risk to the 'health, safety or welfare of persons, environment or property forthwith.
- 8.7 Without limiting the foregoing, the Town may draw upon the Letter of Credit for any one or more of the following purposes:
- a) to construct and install the Works contemplated by this Agreement and the Approved Plans upon the failure of the Owner to commence such construction and installation within the times set out in this Agreement;
 - b) to complete the installation and construction of the Works that the Owner is required to install pursuant to this Agreement and the Approved Plans;
 - c) to correct any lot grading deficiencies upon the failure of the Owner to do so;
 - d) to repair or maintain the works and services, or any specific part thereof, upon the failure of the Owner to do so;
 - e) to perform emergency repairs;
 - f) to clean access and other roads;
 - g) to remove goods and materials that have been stored on access roads and other roads in the plans of subdivision;
 - h) to remove obstructions from access roads and other roads in the plans of subdivision created by house construction;

- i) to take whatever steps are necessary to maintain a free flow of traffic on access roads during the period of construction of services, and on access roads and roads in the plans of subdivision once the underground services have been installed and the aboveground services have been constructed to the point where building permits may be issued for emergency vehicles and the general public;
- j) to pay any and all charges the Town may incur pursuant to this Agreement, including all maintenance work;
- k) to satisfy any liability of the Town pursuant to the *Construction Act*;
- l) to discharge any other obligation of the Owner under this agreement which the Owner has failed to discharge, in accordance with the terms hereof; and,
- m) to cover the cost of retaining an archaeological consultant to undertake an archaeological assessment of the blocks in Ainslie Hill II to be conveyed to the Town as open space to the satisfaction of the Director.

Lot Grading Deposit

- 8.8 Prior to the issuance of a building permit on any lot or block within any phase of the proposed development, the Owners or each successive lot Owner(s), builder and/or each builder if more than one shall provide the Town with a cash deposit or Letter of Credit in the amount as set out in Schedule '11' attached hereto to guarantee completion of the grading of up to a maximum of fifty (50) lots per builder in accordance with the approved engineering plans.
- 8.9 Multiple deposits may be required should any one builder have more than fifty (50) lots. This deposit may further be used by the Town to repair any damages to municipal works including damage to the roadway, curb and gutter, sidewalk, boulevard sodding and to clean and remove any matter fouling any public highway as a result of any work being undertaken on the said lots by the builder or builders. If at any time during the construction of the homes on a particular phase of the subdivision, the Director determines that problems have occurred that would require more than the amount as set out in Schedule '11' to repair, then the Town may make a demand for an additional amount to be deposited within fourteen (14) days, failing upon which the Owners shall be deemed to be in breach of this agreement and the Town may issue a stop work order.

Reduction of Securities

- 8.10 Upon Preliminary Acceptance of either the Underground Works and Services or the Aboveground Works required to be constructed by the Owners, the Town may, at its discretion, reduce the securities required pursuant to Schedule '12' up to an amount of eighty-percent (80%) of the estimated of the Underground Works and Service or the Aboveground Works, as the case may be, provided,
- a) the Owners have made a written request for the reduction which includes all pertinent payment information;
 - b) the Owners are not in default;
 - c) the Owner has submitted to the Town a Statutory Declaration stating that:
 - (i) all services and materials with respect to the construction and maintenance of the Works for which the reduction is sought have been supplied and no amount is owing to any contractor or subcontractor in relation to such materials or services and that no person has given notice of a claim for lien under the *Construction Act*, R.S.O. 1990, c.C.30 against the Lands or any part thereof;
 - (ii) there are no judgments or executions filed against the Owners;
 - (iii) nothing is owed by the Owners or claimed against it for unemployment insurance deductions, income tax deductions, or premiums under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sch. A;
 - (iv) 60 days have passed since the completion of the Works for which the reduction is sought; and
 - (v) the Owners have not made any assignment for the benefit of creditors, no receiving order has been made against them under the *Bankruptcy and Insolvency Act*, R.S.C. 195, c. B-3 and no petition for such an order has been served upon the

Owners.

Maintenance Guarantee

- 8.11 Upon Preliminary Acceptance of all of the Works required to be installed by the Owners, the Town, at its discretion, covenants and agrees to reduce the performance guarantee to an amount equal to twenty percent (20%) of the costs of the works and services which have received preliminary acceptance. This includes one-hundred percent (100%) of all incomplete Public Works as estimated in Schedule '9' hereto to guarantee the workmanship and materials for a period of twenty-four (24) months and until the Final Assumption of this subdivision together with the completion and maintenance of the public works. Prior to the granting of any such reduction, the Owners shall submit to the Town a Statutory Declaration that they have paid all contractors and subcontractors associated with the construction of the works and services and complied fully with the provisions of the *Construction Act*.

Return of Maintenance Guarantee

- 8.12 Subject to reduction for any payouts and/or claims pursuant to the *Construction Act* and upon receipt by the Town of a Statutory Declaration that all contractors and sub-contractors associated with the construction of the work and services have been paid, the Town shall return the securities deposited with the Director upon the certificate of Final Acceptance of the subdivision(s) for which the security has been provided.

PART IX – INSURANCE

Coverage Required

- 9.1 Prior to the execution of this Agreement, the Owners shall obtain and maintain public liability and property damage insurance with an insurance company approved by the Director and licensed in Ontario to underwrite such insurance.
- 9.2 The insurance policy shall contain a cross-liability and severability of interest clause, protecting the Town against all damage or claims by any person or entity, including by the Owners and their agents, as if the Town were separately insured and providing that the Town shall be insured notwithstanding any breach of any condition in the policy by any other insured. The insurance policy shall indemnify the Town against all damage or claims including but not limited to,
- a) any loss or damage that may happen to any of the Works;
 - b) any loss or damage that may happen to any of the materials or any of the equipment or any other items used to construct any of the Works or any of the utilities;
 - c) any loss or damage that shall or may result from the storage, use or handling of equipment;
 - d) any loss or damage that shall or may result from the drainage of surface waters on or from the Lands;
 - e) any loss or damage that may result from the disposal of effluent from any sewage disposal works;
 - f) any loss or damage that may happen to any public road or to any property of the Town or to the property of any other person either directly or indirectly by reason of the Owners' undertaking the development of the Lands; and
 - g) any bodily injury including death and personal injury to any person including workers employed on the Lands and the public.
- 9.3 All policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation.
- 9.4 In the event that the Owners fail to maintain insurance as required, the Town shall have the right to provide and maintain such insurance and the Owners must pay all costs to the Town within fourteen (14) days.
- 9.5 Evidence of insurance must be satisfactory to the Town and shall be provided prior to the signing of the Agreement and shall remain in effect until such time as final assumption.

- 9.6 All policies of insurance shall contain a clause providing for automatic term renewals.
- 9.7 The Owners may be required to provide and maintain additional insurance coverage(s), related to this Agreement, as reasonably determined by the Town.

Amount of Coverage

- 9.8 All policies of insurance shall be issued jointly in the names of the Owners and the Town and shall provide minimum general commercial liability coverage of \$5,000,000.00 for damage arising out of one accident or occurrence or series of accidents or occurrences. The issuance of any policy shall not relieve the Owners from responsibility for other or larger claims for which it may be held responsible.

PART X - ADMINISTRATION AND REGISTRATION

Conveyances and Easements

- 10.1 The Owners agree to transfer to the Town, free from encumbrances and restrictions, all of the lands and easements described in Schedule '7' ('Conveyances of Land, Easements and Reserves') hereto. The documents for the said lands described in Schedule '7' are to be in a form approved by the Town Solicitor and deposited with the Director by the Owners prior to the execution of this Agreement.
- 10.2 If, subsequent to the date of this Agreement, further lands or easements through a particular Lot or Block are required for public purposes related to the development of the Lands, the Owners shall transfer such lands or easements to the Town after notice to do so is given to the Owners by the Director and section 10.1 shall apply to any such transfer.

Registration of Agreement

- 10.3 The Owners hereby consent to the registration of this Agreement and the Schedules or any part or parts thereof upon the title of the Lands. Such registration shall be at the instance of the Town and at its sole and absolute discretion.
- 10.4 The Town may enforce the provisions of this Agreement against the Owners and, subject to the provisions of the *Registry Act*, R.S.O. 1990, c. R.20 and the *Land Titles Act*, R.S.O. 1990, c. L.5, against all subsequent owners of the Lands.
- 10.5 It is declared and agreed that this Agreement and the covenants contained herein and the Schedules attached hereto shall ensure to the benefit of the Town and is binding upon the respective successors and assigns of the Owners.
- 10.6 The Owners agree to satisfy all Conditions of Draft Approval and receive written clearance from the various governing agencies prior to registration of Plan of Subdivision.

Registration of Inhibiting Order

- 10.7 The Owners hereby consent to the registration of an application, signed by the Town, for an order inhibiting any dealings with the Lands (the "Inhibiting Order") immediately before the registration of this Agreement.
- 10.8 The Owners acknowledges that the Town shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Owners have supplied all documents in compliance with this Agreement in a form satisfactory to the Town for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against the title to the Lands.

Registration of Plan(s)

- 10.9 The Owners agree to register the Plan(s) of Subdivision within one (1) year of the first date of this Agreement.
- 10.10 It is mutually agreed that if the Plans of Subdivision contemplated by this Agreement are not registered within the time limit set out in section 10.8 of this Agreement, the Town may at its sole discretion require that a new Agreement be entered into and may alter the terms and conditions as it deems advisable.
- 10.11 It is further understood and agreed by the parties hereto that there is no obligation by the Town to do anything required herein until such time as a Plan of Subdivision has been approved by all requisite authorities and in the event the said plan is not approved by such

authorities, the Town shall deduct its costs and expenses from any monies received from the Owners.

Consent and Postponement

10.12 The Owners agree to obtain and register a discharge or a consent and postponement of any mortgage or other encumbrance on the Lands, at their expense, with the intent that any such prior encumbrance will postpone any rights or interest which it may have in the Lands, so that this Agreement shall take effect as though executed and registered prior to the creation of such right or interest of such party by the execution and registration of any mortgage or other encumbrance creating or defining such rights or interests. Any consent and postponement by a mortgagee of the Lands shall be in form and substance satisfactory to the Town and shall be annexed hereto prior to the execution of this Agreement by the Town.

Release of Inhibiting Order

10.13 The Town shall not release the Inhibiting Order until all the transfers described in Schedule '7' and all partial discharges or postponements relating to such transfers (as described in the Inhibiting Order) have been registered.

Release of Agreement

10.14 The Town shall prepare and register partial releases of this Agreement on a lot-by-lot basis provided Certificates of Acceptance have been issued for all Works, Council has assumed all the roads and the person requesting the partial release pays all registration costs.

PART XI – REMEDIES

Default

11.1 The Owners shall be in default if, in the opinion of the Director,

- a) the Works are not proceeding in accordance with the Approved Plans and specifications;
- b) the Owners have not commenced the Works in accordance with the provisions of this Agreement;
- c) completion of the Works is being unduly delayed causing it not to be completed within the time limits specific herein;
- d) the Works are being or have been improperly constructed;
- e) the Owners fail to take steps to procure compliance with the provisions of this Agreement having received notice from the Town of existing deficiencies and/or other issues with the construction of the Works;
- f) the Owners neglect or refuse to complete, remove or repair any Works that have been rejected by the Director as being defective, deficient or unsuitable; or
- g) the Owners are otherwise in default of any obligation under this Agreement.

11.2 If the Owners are in default and such default has continued for a period of ten (10) business days (or such longer period of time as may be required in the circumstances to cure the default) after receipt of notice from the Director setting out the particulars of the Default, the Town may,

- a) issue a work stop order to the Owners to cease construction of any Works; and/or
- b) revoke or delay the issuance of building permits until the said Works are installed in accordance with the requirements of the Town.
- c) enter upon the Lands and remedy the Default at the Owners' expense. Entry upon the Lands by the Town under this section shall not be deemed for any purpose whatsoever to be an acceptance or assumption of the said Works by the Town.

11.3 The costs incurred by such remedial actions, including all materials, labour and equipment, in the opinion of the Director are required for such purpose, together with the costs of all engineering fees, calculated in accordance with the current fee schedule as established by the Professional Engineers' Association of Ontario, shall be paid for by the Owners and

may be charged as against and paid out of any security held by the Town to guarantee the due performance of the terms of this Agreement.

- 11.4 Notwithstanding subsection 11.2, in cases of emergency or urgency, the Town may enter onto the Lands without notice and perform, at the Owners' expense, such work as the Director deems necessary to protect the integrity of existing municipal infrastructure or to protect the integrity and functionality of the Works.
- 11.5 Every contract made by the Owners with a contractor or homebuilder to construct any Works shall require the contractor or homebuilder to comply with all the provisions of this Agreement, including the requirement to stop work when ordered by the Director.
- 11.6 Construction of any Works described in a stop work order may only recommence after the Director has provided authorization to recommence.

Inspections

- 11.7 The Owners agree that the Director may inspect the construction of the Works under any contract, but such inspection shall in no way relieve the Owners from their responsibility to inspect the Works itself.
- 11.8 If, at any time, the construction of the Works is not, in the opinion of the Director, being carried out in accordance with good engineering practice, the Director may issue instructions to the Owners and/or to the Owners' Engineer to take such steps as the Director deems necessary to procure compliance with the provisions of this Agreement. Such instructions may be written or may be verbal, in which case the Director shall confirm the instructions in writing within forty-eight (48) hours. In the event that neither the Owners nor the Owners' Engineer is present at the site of the works to receive such verbal instruction, the Director may require the contractor(s) and/or workmen to cease work forthwith.
- 11.9 The Town, by its officers, servants, employees and agents, may enter on the said lands or parts thereof and any building(s) erected thereon to ensure the proper compliance of any of the Works required to be constructed by the Owners. The Owner and the Owners' Engineer shall co-operate fully with the Town in any inspection.

Qualitative and/or Quantitative Testing

- 11.10 The Director may require, at their discretion, qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any Works required by this Agreement including Closed Circuit Television (CCTV) and video inspections of sewer pipes. All testing shall conform to the '*Ontario Provincial Standard Specifications*' and the Town's Development Design Criteria, as amended. The costs of such tests shall be paid by the Owners within fourteen (14) days of the account being rendered by the Town.

Liens

Upon receiving notice or upon any liens being filed with the Town pursuant to the *Construction Act*, R.S.O. 1990, c.C.30, as amended, on the Lands in this Agreement in which the Town may have an interest, this Agreement shall be deemed to be defaulted by the Owners. Upon discovering such default, and if the Owners fail to discharge the lien or the claim as the case may be within ten (10) business days after receipt of notice from the Town, then the Town may, notwithstanding any other remedies it may have, draw the full amount of the claim from any security or Letter of Credit which may be held pursuant to this Agreement to secure its interests and may pay into Court any holdback and costs provided by the *Construction Act* as may be necessary, therefore.

- 11.11 The Owners shall indemnify the Town against the costs incurred by the Town in making any payment pursuant to section 11.11 including the Town's legal costs.

Public Works in the Municipality

- 11.12 The Owners agree that all Works when constructed and finally accepted for maintenance by the Town shall vest in the Town. The Owners shall have no claim or rights thereto other than those accruing to it as an owner of land abutting streets on which services have been installed.

Indemnification

- 11.13 The Owners shall indemnify and save harmless the Town and its officers, employees,

agents and elected and appointed officials from and against all actions, claims, liabilities, demands, losses, damages, costs (including legal costs), and expenses and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever, arising in relation to this Agreement, including, without limitation, the construction and/or maintenance of all or any of the Works or the lack of construction or maintenance of such Works by the Owners in accordance with this Agreement, from the date of commencement of any Works until final acceptance thereof by the Town.

- 11.14 The Owners agree to save harmless the Town of Georgina and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

Conflict

- 11.15 In the case of any inconsistency or conflict between the provisions of this Agreement, the Approved Plans, design or specifications or any other document, the order of precedence shall be the:

- i) Executed Subdivision Agreement;
- ii) Approved engineering drawings;
- iii) Town's Development Design Criteria, as amended; and
- iv) Consultant's designs and specifications.

- 11.16 In the event that there is a dispute relating to the interpretation of any clause herein as it relates to the Works, the decision of the Director shall govern such interpretation.

Remedial Action

- 11.17 The Owners acknowledge that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended.

PART XII - GENERAL PROVISIONS

- 12.1 No amendment to this Agreement shall be effective unless made in writing and signed by all parties.
- 12.2 If any provision of this Agreement is held by a court to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.
- 12.4 Time shall be of the essence of this Agreement unless the Director authorizes otherwise.
- 12.5 This Agreement shall ensure to the benefit of and shall bind the parties and their respective successors and permitted assigns.
- 12.6 This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same agreement.
- 12.7 Where there is more than one owner of the Lands, all obligations of Owners under this Agreement are joint and several.
- 12.8 The Owner and the Town agree to execute such other instruments as may from time to time be necessary or desirable to give effect to the provisions of this Agreement.
- 12.9 The Owner shall submit an On-street Parking Plan for review by the Town to the satisfaction of the Director of Development Services of the Town.
- 12.10 The Owner shall enter into an appropriate cost sharing agreement with the Town respecting any extensions, modifications and/or improvements to the existing municipal water distribution system as determined necessary by the Director of Development Services. The Owners further agree to undertake and carry out such works in cooperation with the Town.
- 12.11 The Owner shall erect and maintain fencing as shown on approved fencing plan, all to

- the satisfaction of the Director of Development Services for the Town and at no expense to the Town.
- 12.12 The Owner agrees to not to remove trees or hedgerows without the written approval of the Town.
- 12.13 that the placement of fill or other imported material on any lands subject to this approval shall only be imported and placed in accordance with the requirements of By-law 2011-0044 (REG-1) as amended and O.Reg 406/19 On-Site and Excess Soil Management. The placement of fill shall be governed by the requirements and minimum quality standards of the bylaw and regulation.
- 12.14 The Owner agrees to provide a list of attributes, including but not limited to: cost, installation and manufacturers' information for all infrastructure assets in accordance with the Town's Asset Attribute Lists; and to the satisfaction of the Asset Management and Technical Services Division at the time of underground acceptance.
- 12.15 The Owner agrees to carry out or cause to be carried out the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Town.
- 12.16 The Owner shall agree to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
- 12.17 The Owner agrees to adequately demarcate the environmentally significant areas by means such as fencing (e.g. cedar rail, living) and signage.
- 12.18 The Owner agrees to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.

PART XIII - SPECIAL PROVISIONS

- 13.1 The Owners shall satisfy and agree to all conditions as set out in Schedule '13' attached hereto.

PART XIV - NOTICE

- 14.1 If any notice is required by this Agreement to be given to any of the parties or persons listed below, such notice shall be mailed or delivered by courier or facsimile transmission to:

Town: The Corporation of the Town of Georgina
26557 Civic Centre Road, R.R. 2
Keswick, Ontario L4P 3G1
Attention: Director of Development Services
Email: hlenters@georgina.ca
Phone: (905) 476-4301 / Fax: (905) 476-1475

Owner: Starlish Home (Bt) Corp.
101 Bradwick Drive
Vaughan, ON L4K 1K5
Attention: Nicholas Fidei
Tel: 416-987-5500

Engineering
Consultant: [A. M. Candaras](#)
8551 Weston Rd., Suite 203,
Vaughan, Ont., L4L 9R4
Attention: Don Roughley
905-850-8020

or such other e-mail address or postal address of which either party has notified the other. Any such notice mailed or delivered by courier or facsimile transmission shall be deemed to have been given on the day and at the time of personal delivery or facsimile transmission, if delivered or transmitted prior to 5:00 p.m. on a business day, or if not prior to 5:00 p.m. on a business day, on the business day next following the day of delivery or facsimile transmission, as the case may be.

Attachment 3 - Draft Subdivision Agreement

In this Agreement, a “business day” shall mean any day other than a Saturday, Sunday, or a statutory holiday or banking holiday in Ontario. Notice by mail shall be deemed delivered on the fifth (5th) business day following posting.

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DRAFT

IT IS HEREBY DECLARED that this Agreement and the covenants, provisos, conditions, and schedules herein contained shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the hands and corporate seals of the parties hereto, attested to by the hands of their proper signing officers, duly authorized in that behalf, the day first above written.

**THE CORPORATION OF THE
TOWN OF GEORGINA**

Margaret Quirk, Mayor

Rachel Dillabough, Town Clerk

We have the authority to bind the Corporation

STARLISH HOME (BT) CORP.

Per:

Per:

We have the authority to bind the Corporation

DRAFT

SCHEDULE 1

DEFINITIONS

“Aboveground Works and Services” means Aboveground works including but not limited to top course asphalt, second stage curbs, sidewalks, streetlights, street signage, boulevard topsoil, sod, and related Aboveground works.

“Agreement” means this Subdivision Agreement.

“Approval” means draft plan approval under the *Planning Act*, R.S.O. 1990, c. P.13.

“Approved Drawings” means all drawings, plans, reports and related documents prepared on behalf of the Owner and as submitted and approved by the Director and as appended as Schedule ‘5’ to this Agreement.

“Assumption” means assumed by the Town for public use and maintenance purposes through the passage of a by-law by Council under subsection 31(4) of the *Municipal Act*, 2001, S.O. 2001, c.25.

“Council” means the Council of the Town of Georgina.

“Control Architect” means the Owner’s Professional Architect who is engaged and retained in accordance with this Agreement;

“Default” means default as described in Part XI (Remedies).

“Director” means the Town’s Director of Development Services or his/her designate.

“Engineering Drawings” means drawings and/or specifications prepared by a professional engineer respecting any Works.

“Final Approval” means approval for the final plan of subdivision under the *Planning Act*, R.S.O. 1990, c. P.13.

“Firebreak” is an open space between building units under construction and is intended to assist the fire department by interrupting or slowing down the spread of fire to adjoining structures.

“Lands” means the lands and premises described in Schedule ‘2’.

“Landscape Consultant” means the Owner’s Professional Architect and/or Certified Arborist who is engaged and retained in accordance with this Agreement.

“Letter of Credit” means an irrevocable and unconditional letter of credit issued by a bank listed in Schedule “I” or Schedule “II” of the *Bank Act*, S.C. 1991, c.46 containing terms satisfactory to the Town’s Director

“Maintenance Period” means the period of time following Acceptance of the Public Works and prior to Assumption of same by the Town.

“Municipality” means The Corporation of the Town of the Georgina including, where appropriate, its agents, consultants, contractors, sub-contractors, employees or other persons authorized to act on its behalf.

“Occupancy” means public access for public use.

“Owner or Owners” means the owner or owners as identified on page 3 of this Agreement and includes, where appropriate, all agents, consultants, contractors, sub-contractors, suppliers, employees and other persons for whom the Owner or Owners are in law responsible.

“Owner’s or Owners’ Engineer” means a professional engineer or a firm of professional engineers retained by the Owner or Owners’ to perform the engineering duties set out in this Agreement.

“Public Lands” means those lands owned or maintained by any government or government agency or public board and shall include road allowances.

Attachment 3 Draft Subdivisions Agreement

“Public Works” means Attachment 3 Draft Subdivisions Agreement which will ultimately be utilized by the general public and assumed by the Town.

“Region” means The Corporation of Regional Municipality of York.

“Security or Securities” means a security or deposit referred to in Part VIII and Schedule ‘11’.

“Site Alteration” means dumping of fill, the removal of topsoil from land, or the alteration of the existing grade of land by any means including placing fill, clearing, and grubbing, the compaction of soil or the creation of impervious surfaces, or any combination of these activities as per By-law 2014-0048, as amended.

“Town Development Design Criteria” means the Design Guidelines prepared by the Town 2013 edition, as amended.

“Underground Works and Services” means underground works and services in connection with electrical works (utilities, conduit, wiring, streetlights, and all appurtenances thereto), storm sewers, sanitary sewers, water-mains and all appurtenances incidental thereto; the granular road base, base course asphalt and base stage curb and gutter, and related works.

“Works” means the Underground Works and Services and Aboveground Works and Services including all connections, alterations, adjustments required for the development of the Lands and other miscellaneous works as set out in Schedule ‘8’ and as shown on the Approved Plans in Schedule ‘5’

DRAFT

SCHEDULE

**BEING A BOUNDARY (LEGAL) DESCRIPTION OF THE LANDS
TO BE SUBDIVIDED**

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Georgina, in the Regional Municipality of York and being composed of Part Lot 14, Concession 3; Town of Georgina (Part of PIN 03491-0181 LT), Block 249, Plan 65M-4659 (PIN 03491-0432 LT); Block 250, Plan 65M-4659 (PIN 03491-0433 LT) and Block 251, Plan 65M-4659 (PIN 03491-0434 LT).

DRAFT

SCHEDULE

SOLICITOR'S CERTIFICATE OF OWNERSHIP

I, Larry, Fischer, a solicitor of The Supreme Court of Ontario, do hereby certify that **Orchidtrail Building (BT) Corp.** and **Starlish Home (BT) Corp.** are the Owners in fee simple of the lands described in Schedule "A" to the Subdivision Agreement as set out below:

Orchidtrail Building (BT) Corp. is the owner of the lands described as Part Lot 14, Concession 3; Town of Georgina (Part of PIN 03491-0181 LT) (hereinafter referred to as the "Orchidtrail Lands");

Starlish Home (BT) Corp. is the owner of the lands described as Block 249, Plan 65M-4659 (PIN 03491-0432 LT); Block 250, Plan 65M-4659 (PIN 03491-0433 LT) and Block 251, Plan 65M-4659, Town of Georgina (PIN 03491-0434 LT) (hereinafter collectively referred to as the "Starlish Lands");

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

Orchidtrail Lands:

1. Instrument No. YR3019199 being a Charge registered on October 10, 2019, in favour of The Bank of Nova Scotia securing the principal amount of \$50,000,000.00;

Starlish Lands:

1. Instrument No. YR2573025 being a Charge registered on November 3, 2016, in favour of Canadian Imperial Bank of Commerce securing the principal amount of \$175,000,000.00, as amended by Notice Amending Charge, registered as Instrument No. YR2959261;
2. Instrument No. YR2938183 being a Notice of External Pre-Servicing Agreement registered on March 13, 2019;
3. Instrument No. YR2982621 being a Notice of Internal Pre-Servicing Agreement registered as Instrument No. July 11, 2019;
4. Instrument No. YR3070207 being a Notice of Subdivision Agreement registered on February 24, 2020;
5. Instrument No. YR3095191 being a Notice of Amendment to Subdivision Agreement registered on May 1, 2020.

I further certify that **Orchidtrail Building (BT) Corp.** and/or **Starlish Home (BT) Corp.** are the Owners in fee simple of all lands to be conveyed to the Municipality pursuant to the said Subdivision Agreement. All easements, licenses or rights-of-way to be conveyed to the Municipality will be so conveyed with the consent of all mortgagees or other encumbrancers.

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

DATED at Toronto this day of November, 2022.

TO: TOWN OF GEORGINA

Larry Fischer - solicitor for Orchidtrail Building (BT) Corp. and Starlish Home (BT) Corp



SCHAEFFER DZALDOV PURCELL LTD.
Attachment 3 - Draft Subdivision Agreement
SCHEDULE 6: Ontario Land Surveyor Certificate
as to the Conformity

Ontario Land Surveyors

OPHIR N. DZALDOV

November 14, 2022

DAN DZALDOV

TOM KRISTJANSON

NEIL LEGROW

SOFIA LOSYEV

Town of Georgina
26557 Civic Centre Road
Keswick, Ontario
L4P 3G1

ROBB MCKIBBON

MURRAY PURCELL

KEVIN THOM

JUSTYNA ZIEMLEWSKA

W. M. FENTON, Ret.

Re: Starlish Home (BT) Corp. Roll No 092-713
Part of Lot 14, Concession 3
Town of Georgina, Our Job No. 16-316-50

RICHARD PREISS, Ret.

FRED SCHEAFFER, Ret.

SURVEY RECORDS
SINCE 1850s of:

I hereby certify that the proposed subdivision Lot sizes comply with Zoning By-law 500-2022-0004.

ANTON KIKAS
BENNETT & NORGROVE
BENNETT YOUNG
BROWNE CAVELL & JACKSON
D.J. NORGROVE
DAVID ANSHUETZ

If further information is required, please contact the undersigned.

Yours truly,

SCHAEFFER DZALDOV PURCELL LTD.

H.C.J. WHEELER
H.G. ROSE
H.H. GIBSON
H. KOESTER
J.K. YOUNG

Dan Dzaldiv, B.Sc., O.L.S., O.L.I.P.

I.T. RANSOM
JOHN C. MOORE
LLOYD & PURCELL
VILLESSE & BURTON
OPHIR N. DZALDOV
P.J. MCGUINNESS

DD/pl

RICHARD A. PREISS
REID J. WILSON
R.G. MCKIBBON
ROBERT BASIL LEE
ROBERT J. KINGSTON

SCHAEFFER DZALDOV BENNETT
SCHAEFFER & REINTHALER
WILDMAN HADFIELD STEWART
WILSON & BUNNELL
W.M. FENTON
YATES & YATES



SCHAEFFER DZALDOV PURCELL LTD.

Attachment 3 - Draft Subdivision Agreement
Ontario Land Surveyors

SCHEDULE 6: Ontario Land Surveyor Certificate

November 14, 2022 as to the Conformity

Town of Georgina
Planning Department
26557 Civic Centre Road - R.R.#2
Keswick, Ontario
L4P 3G1

Ontario Land Surveyors

OPHIR N. DZALDOV

DAN DZALDOV

TOM KRISTJANSON

NEIL LEGROW

SOFIA LOSYEV

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MURRAY PURCELL

KEVIN THOM

JUSTYNA ZIEMLEWSKA

W. M. FENTON, Ret.

RICHARD PREISS, Ret.

FRED SCHEAFFER, Ret.

SURVEY RECORDS SINCE 1850s of:

ANTON KIKAS
BENNETT & NORNGROVE
BENNETT YOUNG
BROWNE CAVELL & JACKSON
D.J. NORNGROVE
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ROBERT J. KINGSTON

SCHAEFFER DZALDOV BENNETT
SCHAEFFER & REINTHALER
WILDMAN HADFIELD STEWART
WILSON & BUNNELL
W.M. FENTON
YATES & YATES

Re: Proposed Plan of Subdivision of 19T-95070
Part of Lot 14, Concession 3, Blocks 249, 251 and Part of Block 250,
Registered Plan 65M-4659
Town of Georgina - Job 16-316-50B

I hereby certify the areas and frontages of lots and blocks comply with the provisions of Zoning By-law 500-2018-14 amended by Zoning By-Law 500-2018-0020 (PL-5).

LOT NO.	ZONING	REQ'D AREA	ACTUAL AREA (m ²)	REQ'D FRONTAGE	ACTUAL FRONTAGE (m)	LAND USE
1	R1-162	450.0	730.4	15.0	27.00	SF
2	R1-162	320.0	378.0	12.0	12.00	SF
3	R1-162	320.0	378.0	12.0	12.00	SF
4	R1-162	320.0	378.1	12.0	12.00	SF
5	R1-161	310.0	570.8	11.0	14.20	SF
6	R1-162	320.0	440.5	12.0	12.12	SF
7	R1-162	320.0	402.0	12.0	12.00	SF
8	R1-162	320.0	402.0	12.0	12.00	SF
9	R1-162	320.0	402.0	12.0	12.00	SF
10	R1-162	320.0	402.0	12.0	12.00	SF
11	R1-162	450.0	502.5	15.0	15.00	SF
12	R1-162	450.0	480.0	15.0	15.00	SF
13	R1-162	320.0	384.0	12.0	12.00	SF
14	R1-162	320.0	384.0	12.0	12.00	SF
15	R1-162	320.0	384.0	12.0	12.00	SF
16	R1-162	320.0	384.0	12.0	12.00	SF
17	R1-162	320.0	448.3	12.0	16.04	SF
18	R1-162	320.0	388.8	12.0	13.65	SF
19	R1-162	450.0	450.0	15.0	15.00	SF
20	R1-162	320.0	360.0	12.0	12.00	SF
21	R1-161	310.0	330.0	11.0	11.00	SF
22	R1-161	310.0	330.0	11.0	11.00	SF
23	R1-161	420.0	450.7	14.0	15.00	SF
24	R1-161	310.0	448.7	11.0	11.00	SF
25	R1-161	310.0	391.8	11.0	11.05	SF
26	R1-162	320.0	384.0	12.0	12.00	SF
27	R1-162	320.0	384.0	12.0	12.00	SF
28	R1-162	320.0	384.0	12.0	12.00	SF
29	R1-162	450.0	496.0	15.0	15.50	SF
30	R1-162	450.0	479.0	15.0	16.00	SF

Attachment 3 - Draft Subdivision Agreement



LOT NO.	ZONING	REQ'D AREA	ACTUAL AREA (m ²)	REQ'D FRONTAGE	ACTUAL FRONTAGE (m)	LAND USE
31	R1-162	320.0	450.0	12.0	15.00	SF
32	R1-162	320.0	582.6	12.0	22.65	SF
33	R1-162	320.0	360.0	12.0	12.00	SF
34	R1-162	320.0	360.0	12.0	12.00	SF
35	R1-162	450.0	480.0	15.0	16.00	SF
36	R1-161	420.0	420.0	14.0	14.00	SF
37	R1-161	310.0	330.0	11.0	11.00	SF
38	R1-162	320.0	360.0	12.0	12.00	SF
39	R1-162	320.0	360.0	12.0	12.00	SF
40	R1-162	450.0	450.0	15.0	15.00	SF
41	R1-162	320.0	354.0	12.0	12.00	SF
42	R1-162	450.0	531.0	15.0	18.00	SF
43	R1-161	310.0	330.0	11.0	11.00	SF
44	R1-161	420.0	614.9	14.0	24.50	SF
45	R1-161	310.0	353.1	11.0	11.00	SF
46	R1-161	310.0	353.1	11.0	11.00	SF
47	R1-161	310.0	337.0	11.0	11.00	SF
48	R1-162	450.0	597.9	15.0	16.30	SF
49	R1-162	320.0	480.4	12.0	12.00	SF
50	R1-162	450.0	755.0	15.0	16.37	SF
51	R1-162	320.0	347.2	12.0	13.64	SF
52	R1-162	320.0	438.0	12.0	16.64	SF
53	R1-162	320.0	394.6	12.0	12.00	SF
54	R1-161	310.0	364.8	11.0	11.00	SF
55	R1-161	310.0	402.5	11.0	11.00	SF
56	R1-161	310.0	405.9	11.0	11.00	SF
57	R1-161	310.0	379.9	11.0	11.00	SF
58	R1-161	310.0	335.9	11.0	11.00	SF
59	R1-161	310.0	331.6	11.0	11.00	SF
60	R1-161	310.0	331.6	11.0	11.00	SF
61	R1-161	310.0	331.6	11.0	11.00	SF
62	R1-162B	320.0	403.8	12.0	12.00	SF
63	R1-162B	320.0	600.8	12.0	12.00	SF
64	R1-162B	320.0	833.4	12.0	12.00	SF
65	R1-162B	320.0	564.7	12.0	12.00	SF
66	R1-162B	320.0	408.0	12.0	12.00	SF
67	R1-162B	320.0	408.0	12.0	12.00	SF
68	R1-162B	450.0	510.0	15.0	15.00	SF
69	R1-162B	450.0	510.0	15.0	15.00	SF
70	R1-162B	320.0	408.0	12.0	12.00	SF
71	R1-162B	320.0	408.0	12.0	12.00	SF
72	R1-162B	320.0	408.0	12.0	12.00	SF
73	R1-162B	320.0	408.0	12.0	12.00	SF
74	R1-162B	320.0	408.0	12.0	12.00	SF
75	R1-162B	320.0	408.0	12.0	12.00	SF
76	R1-162B	320.0	408.0	12.0	12.00	SF
77	R1-162B	320.0	408.0	12.0	12.00	SF

Attachment 3 - Draft Subdivision Agreement



LOT NO.	ZONING	REQ'D AREA	ACTUAL AREA (m ²)	REQ'D FRONTAGE	ACTUAL FRONTAGE (m)	LAND USE
78	R1-162B	320.0	408.0	12.0	12.00	SF
79	R1-162B	320.0	663.1	12.0	15.00	SF
80	R1-162B	320.0	564.8	12.0	17.13	SF
81	R1-162	320.0	360.0	12.0	12.00	SF
82	R1-162	320.0	360.0	12.0	12.00	SF
83	R1-162	450.0	450.0	15.0	15.00	SF
84	R1-162	450.0	466.7	15.0	17.60	SF
85	R1-162	320.0	324.0	12.0	12.00	SF
86	R1-162	320.0	360.0	12.0	12.00	SF
87	R1-162	320.0	360.0	12.0	12.00	SF
88	R1-162	320.0	360.0	12.0	12.00	SF
89	R1-162	320.0	360.0	12.0	12.00	SF
90	R1-162	320.0	360.0	12.0	12.00	SF
91	R1-161	310.0	330.0	11.0	11.00	SF
92	R1-161	420.0	599.9	14.0	24.00	SF
93	R1-161	310.0	351.0	11.0	11.70	SF
94	R1-161	310.0	330.0	11.0	11.00	SF
95	R1-161	310.0	361.1	11.0	13.26	SF
96	R1-161	420.0	500.5	14.0	18.64	SF
97	R1-162	320.0	558.5	12.0	17.07	SF
98	R1-162	320.0	476.7	12.0	12.00	SF
99	R1-162	320.0	422.5	12.0	12.00	SF
100	R1-162	320.0	368.3	12.0	12.00	SF
101	R1-162	450.0	867.3	15.0	15.00	SF
BLOCK						
102	OS-120		1479.6			Park
103			5.4			0.30 Reserve
104			6.9			0.30 Reserve
105			14.0			0.30 Reserve

Total Area of Subdivision = 5.8743 Hectares

The Total Area of Streets = 1.3722 Hectares

Note: Corner Lot Areas include daylight projections per By-law 500 Section 2.118 definition

SCHAEFFER DZALDOV PURCELL LIMITED

Dan Dzaldiv, B.Sc., O.L.S., O.L.I.P.

Attachment 3 - Draft Subdivision Agreement

SCHEDULE 7

Lands and Easements to be Conveyed by the Owner

Description:	Type:	Purpose:
Block 102 on M-Plan prepared by Schaeffer Dzaldov Bennett Ltd., dated Nov 3, 2022	Conveyance to Town of Georgina	Park
Block 103 on M-Plan prepared by Schaeffer Dzaldov Bennett Ltd., dated November 3, 2022	Conveyance to Town of Georgina	0.3m Reserve Road Allowance
Block 104 on M-Plan prepared by Schaeffer Dzaldov Bennett Ltd., dated November 3, 2022	Conveyance to Town of Georgina	0.3m Reserve Road Allowance
Block 105 on M-Plan prepared by Schaeffer Dzaldov Bennett Ltd., dated November 3, 2022	Conveyance to Town of Georgina	0.3m Reserve Road Allowance

SERVICING WORKS TO BE CONSTRUCTED BY THE OWNER

Design and construction of the work described herein shall be in accordance with the reviewed engineering drawings as prepared by A.M. Candaras Associates Inc., Engineers for the development. Such review shall be signified by the signature of the Director on the drawings.

1. GENERAL – SERVICING WORKS

- a) Construction of all new Local paved roads within the development, including a minimum of 450mm granular base and poured concrete curb and sod to the street lines, including storm sewers, catchbasins, drain inlets and concrete sidewalk. Road surfaces shall consist of hot-mix asphaltic pavement comprising a minimum of 50mm of HL-8 base coarse, compacted measure and 40mm of HL-3 top coat, compacted measure.
- b) Construction of underground servicing including Telephone, Cable TV, Gas and Hydro including the installation of streetlight fixtures in accordance with the Municipal Development Design Criteria, as amended, where applicable.
- c) Construction of a water distribution system, including 150mm diameter mains, suitable looping, main valves, hydrant and hydrant valves, connections to the existing mains, 25mm single service connections to the street line including shut offs to all units, all to the satisfaction for the Director.
- d) Construction of a sanitary sewer system consisting of 200mm diameter sewers on the road allowance, manholes and 125mm single service connections to the street line including test fittings and connection to the municipal system, all to the satisfaction of the Director.
- e) Construction of a storm sewer system including pipe, bedding, manholes, catchbasins, 150mm single service connections to the street line, including test fittings and appurtenances incidental thereto on the subdivision roads, all to the satisfaction of the Director.
- f) Complete construction of curb and boulevard on south side of Danny Wheeler Boulevard and Connell Drive, along frontage of Phase 3 lots, including pouring concrete curb above existing base curb and sod to street line.
- g) Modify the location of existing service connections on the Danny Wheeler Boulevard and Connell Drive, to accommodate proposed lot configuration on Phase 3, as noted on the engineering plans, all to the satisfaction of the Director.
- h) Decommission redundant existing service connections on Danny Wheeler Boulevard and Connell Drive, all to the satisfaction of the Director.
- i) Construction, removal, and associated works on the Danny Wheeler Drive and Connell Drive as shown on the contract drawings including but limited to:
 - Install new storm, sanitary and water service connections to existing mains.
 - Support and/or relocation of hydro poles, bell pedestals, transformers and light standards, as required to accommodate proposed driveway entrances.
- j) Construct continuation of 3.0m walkway from Phase 1/2 park area through Block 53, to west limit of development.
- k) Construction of a temporary construction access pad/mud on the construction entrance as shown on the approved plans.
- l) Construction of fencing as per the approved drawings.
- m) Construction of sediment controls as per approved drawing.

Attachment 3 - Draft Subdivision Agreement

**TREASURE HILL DEVELOPMENT
SCHEDULE OF SUBDIVISION AGREEMENT**

DESCRIPTION AND ESTIMATED COSTS OF WORKS
TO BE CONSTRUCTED BY THE DEVELOPER

STARLISH PHASE 3 SUBDIVISION

COST ESTIMATE FOR AGREEMENT - PHASE 3

**COST ESTIMATE
STARLISH PHASE 3**

**NOV 15, 2022 - 1943
FT - 1**

A	ESC & EARTHWORKS	\$ 202,115.00
B	STORM AND APPURTANENCES	\$ 756,080.00
C	SANITARY AND APPURTANENCES	\$ 615,672.00
D	WATERMAIN AND APPRUTENANCES	\$ 476,900.00
E	ROADWORKS & CURBS	\$ 1,135,750.00
F	SIDEWALKS	\$ 65,700.00
G	LANDSCAPE - (See Cosburn Nabouris Cost Estimate Nov 14, 2022	\$ 296,600.00
H	STREET LIGHTING AND CABLES (See RTG Cost Estimate Nov 11, 2022)	\$ 249,450.00
	TOTAL	\$ 3,798,267.00

SCHEDULE 10 PAGE

PAYMENTS AND FEES TO TOWN

PAYMENTS:

1. In accordance with Part VII of this Agreement, the Owner shall pay to the Town the following amounts to the Town:

a) Agreement Preparation

An amount of \$7,477 as a contribution towards preparation of the agreement and processing of this Agreement by the Town, which amount does not include the costs of registration of the documents, plus an additional 15% administrative fee as per BY-LAW NUMBER 2018-0074 (PL-7)

b) Registration of Documents

The Owner shall pay all of the Town's costs with respect to the registration of this Agreement and any other required documents, including but not limited to any applicable sub-search, execution search and registration fees.

c) Engineering Fees

Prior to the execution of this Agreement, the Owner agrees that they shall pay a total amount of 5.4% of the value of all works and services to be constructed by the Owner, as estimated by the Owner's consultant in the Cost Estimate under Schedule '9'

d) Green Bins, and Blue Boxes

As per clause 4.12 of this Agreement and prior to the execution of this Agreement, the Owner shall pay the current fee per single family dwelling unit for the purchase and supply of a Green Bin, catch can and a large Blue Box for the distribution to the home owner upon occupancy within this subdivision.

e) Watermain Testing

The Owner shall pay all reasonable costs incurred by the Town in connection with the watermain testing and flushing as described in clause 3.70 of this Agreement.

f) Peer Review Fees

The Owner shall pay all reasonable costs incurred by the Town-retained peer review consultants in relation to the peer review of submitted reports, studies, pre-commissioning checklist, and onsite inspection including all applicable administrative fees as set out in Planning Fee Bylaw # 2018-0074 (PL-7) as amended until the date there is 85% occupancy

g) Plot Plan Review Fees

The Owner shall submit a cash payment in the amount of the set out in Planning Fee Bylaw # 2018-0074 (PL-7) as amended applicable to each lot.

h) Water Meter Fees

The Owner shall provide the Town with a cash payment equivalent to the current fee of an appropriately sized water meter per residential unit to be used by the Town for the supply and installation, all in accordance with current Town standards.

i) Water Use Fee

The Owner shall pay all water use fees as required in By-law 2013-0087 (PWO-5)

SCHEDULE 11

SECURITIES AND GUARANTEES

1. In accordance with Clauses 8.8 and 8.9, prior to issuance of a building permit on any lot, the owner shall provide to the Town the following securities and guarantees:

- a) **Lot Grading Deposit**

- The Owner shall provide the Town with a cash deposit or Letter of Credit to guarantee completion of the grading of said lots in accordance with the Grade Control Plan,

- (a) in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per single family dwelling lot and per semi-detached block; and

- (b) Ten Thousand Dollars (\$10,000.00) per street townhouse block,

- (c) In the alternative The Owner shall provide the Town with a cash deposit or Letter of Credit of Two Hundred Thousand Dollars (\$200,000.00) per 50 Lots

2. Prior to the execution of this Agreement by the Town, the Owner shall provide to the Town, in form and content satisfactory to the Town solicitor, an irrevocable Letter of Credit, or at the Owner's option, a cash deposit in the amount of **\$250,000.00 to guarantee completion of works and as a road fouling deposit** unless already provided under the Pre-servicing Agreement for the subject lands.
3. Prior to the registration of the Subdivision Agreement by the Town, the Owner agrees to provide a Letter of Credit from a Canadian Chartered Bank in form and content satisfactory to the Town solicitor as follows. An amount equal to one hundred percent (100%) of the estimated costs of the works and services for external works and (25%) of the estimated costs of the works and services for internal works as detailed in Schedule '9' ('BEING AN ESTIMATE OF THE COST OF CONSTRUCTING THE WORKS') hereto, to guarantee the construction and installation of all the works and services in accordance with the specifications as provided herein.
4. In the event that the Town draws upon any security required herein the Owner agrees to re-establish the total aggregate amount within ten (10) days of the date of the use or this Agreement shall be considered to be in default.

**SCHEDULE 12
LIST OF SECURITY REDUCTION REQUIREMENTS**

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED: UNDER ROUND CCE T NCE

- Consulting Engineers Certificate of Completion of Underground Works
- Electrical Engineers Certificate of Completion
- ESA Approval Certificate
- Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- Statutory Declaration
- Storm and Sanitary Sewers – flush and video inspection report and deficiencies rectified
- Oil/Grit Separator – Certificate of Installation & Maintenance Agreement
- Rear Lot Catch Basin Certification
- Written clearance from Waterworks – for fire hydrants, secondary valves and mainline valves
- Watermain Testing and Commissioning Reports
- A certificate shall be submitted by a qualified consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances
- Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- Storm Sewer – deflection test and air test for PVC sewers
- Sanitary Sewer - testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- Traffic signs – street signs, regulatory signs as required, unassumed road signs
- All SWM facilities including outfalls are complete and operational
- Valves and valve chambers, hydrants and pedestals shall be fenced
- Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- Storm and Sanitary Sewers – visual inspection of benching, MH's, covers, CB's and RLCB's
- Testing and commissioning of sanitary pumping station (if required)
- Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- Watermain – testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning
- Final Connections and Hydrant Flow Testing

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED: O E R O U N D C C E T N C E

As-Built Drawings (complete sets – engineering, landscaping, design sheets):

- 3 full sets of white prints signed and stamped
- 1 compact disk (CD) of all engineering drawings and storm and sanitary design sheets which have been scanned in original scale in PDF and TIFF formats signed and stamped
- 1 compact disk (CD) of all engineering drawings in AutoCAD format
- As-built survey of Stormwater Management Pond – 2 white prints and 1 compact disk which has been scanned in original scale in PDF and TIFF formats
- A PDF digital copy of the reviewed Stormwater Management Report

Service Records

- 3 sets of signed service records shall be provided in accordance with the Town of Georgina Service Record Forms (or utilizing Town`s four ply NCR forms), completed all to the satisfaction of the Water/Wastewater Supervisor, complete with Assessment Roll numbers. (Provide draft for approval prior to full submission)
- 1 compact disk (CD) of all signed service records, scanned individually in original scale in PDF format

Submissions

- Detailed list of infrastructure to be assumed, itemized and complete with quantities and values to be prepared for asset management – 1 compact disc (CD) in Microsoft Excel format (format of spreadsheet to be approved by Asset Management Coordinator), as well as, two paper copies.
- Consulting Engineers Certificate of Completion
- All documentation as required by the MOE Certificate of Approval for SWM facility
- Landscape Architects Certificate of Completion (All landscape items including but not limited to: streetscaping, pond plantings, fence location, block plantings, etc.)
- Written Clearance from Parks & Open Space Division – for parks and open spaces
- Statutory Declaration
- Written clearance from Water/Wastewater Supervisor – hydrants, secondary valves, main line valves and water service boxes
- OLS Certificate – found or replaced bars
- Benchmarks
- Appropriate sized Water Meter
- Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER AND REQUIRE THE PRESENCE OF: SSUM TION

Consulting Engineer and the Engineering Division

- Grading – sod (all lots to be graded and sodded)
- All Silt Fence to be Removed
- Silt Control to be Removed in Rear Lot Catch Basins
- Asphalt, Curb, and Sidewalk Inspections - cracks and settlements
- Streetlight Inspection – pole and fixture
- Utility and Transformer Boxes – secured/bolted, settlements
- Bus Stop pads
- Traffic Signs and Pavement Markings
- Access Road to be Surfaced as Required
- Other Outstanding Issues/Homeowner Complaints

Consulting Engineer, Contractor, Engineering Division and the Waterworks Division

- Storm and Sanitary Sewers – visual inspection of benching, MH and CB's, covers, CB's and RLCB's – filter cloth removed. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.** ***The consultant shall provide traffic protection for the duration of the inspection in accordance with Book 7.

Consulting Engineer, Contractor and the Waterworks Division

- Water Service Boxes, Main Line and Secondary Valves (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location. – **Please note that all as-built information (drawings and service records) are required to be provided to the Town prior to scheduling the inspections.**
- Tracer wire for watermains and forcemains

Consulting Engineer, Landscape Architect and Recreation Parks and Culture - Horticulture Division

- Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – **Please note that landscape as-built drawings are required to be provided to the Town prior to scheduling the inspections.**

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED.

- Civil Consulting Engineers Final Certificate of Completion
- Consulting Engineers Certificate - Stormwater Management (SWM) Certification (For Ponds) including monitoring data
- Consulting Engineers Certificate - SWM (For Subdivisions)
- Consulting Engineers Certificate – Master Lot Grading Certification
- Consulting Engineers Certificate – Streetlight Re-lamping and Cleaning
- All documentation as required by the MOE Certificate of Approval for SWM facility
- Landscape Architects Final Certificate of Completion
- Statutory Declaration
- Storm and Sanitary Sewers – flush and video inspection report
- Written clearance from Water/Wastewater Supervisor – hydrants, secondary valves, main line valves and water service boxes
- Record of Site Condition
- Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED AND DOCUMENTED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- Grading – sod
- Asphalt, Curb, and Sidewalk Inspections - cracks and settlements
- Streetlight Inspection – re-lamp and clean
- Utility and Transformer Boxes – secured/bolted, settlements
- Bus Stop Pads
- Traffic Signs and Pavement Markings
- Unassumed Road Sign has been removed
- All silt and sediment control has been removed
- Other Outstanding Issues/Homeowner Complaints
- Obstructions on Road Allowance (fences, armour stone, landscaping in daylight triangle)

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- Storm and Sanitary Sewers – visual inspection of benching, MH and CB's, covers, and RLCB's – filter cloth removed, settlements repaired. *****The consultant shall provide traffic protection for the duration of the inspection in accordance with Book 7.**

Consulting Engineer, Contractor, Waterworks Division

- Water Services, Main Line Valves and Hydrants (inspection for operation) – all services are required to be painted blue and a blue paint mark on the curb to signify the service location.

Consulting Engineer, Landscape Architect, Recreation Parks and Culture - Horticulture

- Tree Inspection including streetscaping, entrance features and other landscaping on road allowances – please note that a clean set of as-built landscape drawings are required to be provided to the Town prior to scheduling the inspection.

SCHEDULE 1
LIST OF UILDIN ERMIT REQUIREMENTS

THE FOLLOWING DOCUMENTATION IS REQUIRED TO BE SUBMITTED TO THE TOWN ALL TOGETHER IN ONE (1) PACKAGE BY THE CONSULTING ENGINEER. PARTIAL SUBMISSION WILL NOT BE ACCEPTED: UILDIN ERMITS

- Consulting Engineers Building Permit Release Request and Certification stating that all storm, sanitary, and water systems including the Stormwater Management (SWM) Facility are complete and operational
- Electrical Engineers Certificate of Completion
- ESA Approval Certificate
- Clearance from the Town's Electrical Contractor regarding the operation of streetlights
- Storm and Sanitary Sewers – Flush and video inspection report and deficiencies rectified
- Written clearance from Waterworks – Fire hydrants, secondary valves and mainline valves are all functional and the new watermain is placed in service
- A certificate shall be submitted by a qualified Geotechnical Engineering Consultant identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances. The certificate shall be stamped and signed by the issuing Engineer.
- Fire Break Plan to be submitted for the Building Division
- Documentation of satisfactory completion of all required inspections below

THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COORDINATED BY THE DEVELOPERS CONSULTING ENGINEER:

The following inspections require the presence of:

Consulting Engineer and the Engineering Division

- Storm Sewer – Deflection test (pig test)* and air test for PVC sewers
- Sanitary Sewer - Testing in accordance with York Region's 'Sanitary sewer system inspection, testing and acceptance Guideline', October 2011, as amended.*
***All sewers shall be cleaned and flushed prior to testing
- Traffic signs – Street signs, regulatory signs as required, unassumed road signs
- All SWM facilities including outfalls are complete and operational
- Valves and valve chambers, hydrants and pedestals shall be fenced
- Road structure including granular, base curb and base course asphalt

Consulting Engineer, Contractor, Engineering Division, Waterworks Division

- Storm and Sanitary Sewers – Visual inspection of benching, MH's, covers, CB's and RLCB's
- Testing and commissioning of sanitary pumping station (if required)
- Testing and commissioning of watermain booster station (if required)

Consulting Engineer, Contractor, Waterworks Division

- Watermain – Testing in accordance with Waterworks Operating Procedure W/WW11 - New Watermain Testing and Commissioning

All installation and testing shall be as per Ontario Provincial Standard Specifications, Ontario Provincial Standard Drawings and approved Engineering Drawings.

SCHEDULE 1**LIST OF SECURITY REDUCTION REQUIREMENTS****DRAFT PLAN OF SUBDIVISION 19T-20G01**

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19T-20G01:

1. Approval shall relate to Draft Plan of Subdivision, comprising Part Lot 14 and Part Lot 15, Concession 3 (NG), and Part of Registered Compiled. Plan 12004, Lot 1, dated November 12, 2019 (Rev #9, June 30, 2022) prepared by Michael Smith Planning Consultants; Development Coordinators, drawing No. 1224-00, redlined revised to delete Lot 115 and the northern lot of townhouse Block 236, and addition of fire hall Block 257.

Corporation of the Town of Georgina ("Town"):

2. The lands within this draft plan of subdivision shall be appropriately zoned by a zoning by-law that has come into force and effect in accordance with the provisions of the Planning Act.
3. Prior to registration of the plan, or any part thereof, or the issuance of building permits, the Owners shall prepare Urban and Architectural Design Guidelines, to the satisfaction of the Director of Development Services, for the subject development.
4. The Owners shall agree in the Subdivision Agreement that:
 - a) All development shall proceed in accordance with the Council-approved Urban and Architectural Design Guidelines;
 - b) A Control Architect shall be retained at the cost of the Owners with the concurrence of the Town of Georgina to ensure compliance with the approved Urban and Architectural Design Guidelines. Where possible the Control Architect shall be the same architect that prepared the Architectural Design Guidelines. Furthermore, the control architect shall be a licensed/registered architect, accredited and in good standing with the Ontario Association of Architects (OAA);
 - c) Prior to the submission of the individual building permit applications, the Control Architect shall have stamped and signed drawings certifying compliance with the Urban and Architectural Design Guidelines; and
 - d) The Town of Georgina may undertake periodic reviews to ensure compliance with the Urban and Architectural Design Guidelines. Should inadequate enforcement be evident, the Town of Georgina may cease to accept drawings stamped by the Control Architect and retain another Control Architect, all at the expense of the Owners.
5. The Owners shall enter into a Subdivision Agreement with the Town and agree to satisfy all conditions, financial and otherwise, of the municipality. Prior to final approval, the Town shall confirm that the Subdivision Agreement has been

registered by the municipality against the lands to which it applies, pursuant to the *Planning Act*.

6. The storm water management facility shall be designed and constructed by the Owners at their expense and conveyed to the Town without monetary consideration and free of all encumbrances as part of the first phase of Draft Plan of Subdivision 19T-95070, all to the satisfaction of the Director of Development Services for the Town. The final size and area of the storm water management block shall be determined subsequent to the review of the engineering design, all to the satisfaction of the Director of Development Services for the Town.
7. The Owner shall agree in the Subdivision Agreement that the following lands will be conveyed to the Town for purposes as deemed necessary by the Town without monetary consideration and free of all encumbrances, to the satisfaction of the Town Solicitor:
 - a) All road allowances within the proposed draft plan;
 - b) All 0.3 metre reserves abutting Town road allowances internal and external to the plan;
 - c) All easements identified for any purpose;
 - d) 6 metre by 6 metre daylight triangles at the intersection of all Town roads;
 - e) Block 252 for stormwater management; and,
 - f) Blocks 105 and 251 for parks.
8. The road allowances within this Draft Plan of Subdivision shall be conveyed to the Town and dedicated as public highways, without monetary consideration and free of all encumbrances.
9. Public highways, including permanent, curbs, sidewalk, multi-use path and any temporary turning circles, expanded bulbs, turning lanes, road widening, daylighting triangles and 0.3m reserves shall be designed, laid out and constructed by the Owners, all to the satisfaction of the Director of Development Services of the Town.
10. Any dead-end roads shall be terminated in a temporary turning circle and/or a 0.3-metre reserve, which are to be conveyed to the Town without monetary consideration and free of all encumbrances, to be held by the Town until required for future road allowances or the development of adjacent lands. The re-conveyance of any such lands to the Owners shall be at no cost to the Town.
11. The Owners shall submit an On-street Parking Plan for review by the Town to the satisfaction of the Director of Development Services of the Town.
12. The Owners shall design and construct the municipal water distribution and sanitary sewage collection systems, including water booster stations, forcemains both permanent and temporary, and any external servicing required to connect the subject lands to the existing municipal system, all to the satisfaction of the

Director of Development Services for the Town. The Owners further agree that such design is subject to peer review by the Town's consultant all at the expense of the Owners.

13. The Owners shall submit complete and detailed engineering drawings together with all accompanying reports and protocols, designed in accordance with the Town's Development Design Criteria in effect at the time development occurs, including but not limited to: general plan of services, storm water and sanitary sewer drainage area plans, overall and detailed lot grading plans, erosion and sediment control plans, topsoil storage location plan, detailed road plan and profile drawings complete with the water distribution system, the sanitary sewage collection system and storm water collection system and storm water management facilities shown, traffic control plan, composite utility plan, street lighting plan, storm water management plan, tree protection and compensation plan, streetscaping and landscaping plans, water booster station as may be required, system design sheets and design reports as required for all works, all for the review by the Director of Development Services. The Owners shall further agree in the Subdivision Agreement to construct all the works at the Owners' expense to the satisfaction of the Director of Development Services for the Town.
14. The Owners shall provide:
 - a) A water model analysis demonstrating that the proposed water system expansion is able to meet the Town's water system performance objectives (pressures and fire flows). The analysis shall identify any system upgrades triggered by the development. The water model analysis is to be reviewed by the Town's 3rd party engineer; and,
 - b) A sanitary model analysis demonstrating that the proposed sanitary system expansion is able to meet the Town's sanitary system performance objectives (minimum velocities and capacities). The analysis shall identify any system upgrades triggered by the development.
15. Prior to the registration of any phase in the Orchidtrail Building Corp. lands, the Owners shall agree in the Subdivision Agreement to make necessary upgrades and improvements at the Connell Water Booster Station, including but not limited to upgrading the jockey pump to a standard duty pump at the Owners' expense to the satisfaction of the Director of Development Services.
16. The Owners shall agree in the subdivision agreement to enter into an appropriate cost sharing agreement with the Town respecting any extensions, modifications and/or improvements to the existing municipal water distribution system as determined necessary by the Director of Development Services. The Owners further agree to undertake and carry out such works in cooperation with the Town.
17. The Owners shall convey to the Town any lands and easements as may be required for water, storm and/or sanitary sewer purposes, storm water

management, and other municipal utility purposes, without monetary consideration and free of all encumbrances.

18. The Owners shall submit an overall Lot Grading and Drainage Plan together with a Storm Water Management Report for review by the Director of Development Services for the Town. The report shall address any external contributing area as required outletting to the subject lands. The Owners shall agree in the Subdivision Agreement to ensure that the final grading of all lands within this Draft Plan of Subdivision shall conform to the reviewed and approved plans.
19. The Owners shall agree in the Subdivision Agreement that the subject lands will accept the stormwater flows from the external lands that currently drain through the subject lands.
20. The Owners shall submit a report prepared by a qualified professional outlining the results of detailed site specific geotechnical and hydrogeological subsurface explorations, respecting the installation of municipal services on the subject lands as well as the construction of buildings all to the satisfaction of the Town.
21. The Owners shall submit a report prepared by a qualified professional outlining the results of detailed site specific geotechnical and hydrogeological subsurface explorations, respecting the installation of municipal services on the subject lands as well as the construction of buildings all to the satisfaction of the Town
22. The Owners shall agree in the Subdivision Agreement, in wording satisfactory to the Town, to carry out or cause to be carried out the recommendations and measures contained within the reports approved under Conditions 19 and 20 above.
23. The Owners shall prepare and submit a detailed Fence Plan showing all required fencing (e.g. privacy, environmental protection, acoustical, security) and shall agree in the Subdivision Agreement to erect and maintain such fencing, all to the satisfaction of the Director of Development Services for the Town and at no expense to the Town.
24. The Owners shall post an up-to-date design drawing of parkland and trails in their sales pavilion(s) and Sales website in order to communicate the future purchasers of the homes.
25. The Owners shall submit to the Town an "Open Space Master Plan" prepared by a qualified Landscape Architect in good standing with the Ontario Association of the Landscape Architects and approved by the Town, which integrates the stormwater management pond area, park linkages, and walkways. The "Open Space Master Plan" will include a facility fit plan, trails system, linkages to the schools and seniors building, landscaping and vegetation management/naturalization plans complete with construction cost estimates. The

"Open Space Master Plan" shall be prepared to the satisfaction of the Director of Recreation and Culture.

26. The Owner shall agree to in the Subdivision Agreement to construct park facilities and amenities in Park Blocks 105 and 251 in accordance with the approved facility fit plans as prepared by Cosburn Giberson Landscape Architects and to the satisfaction of the Director of Recreation and Culture. The Owner shall be reimbursed for all costs related to the construction beyond those for which the Owner is otherwise responsible as per Town of Georgina Parkland Standards Manual and Development Charges Background Study.
27. The Owners are required to submit an Arborist Report, prepared by a professional arborist, and shall satisfy all provisions of the Regional Forest Conservation By-law and the Town's Tree Preservation and Compensation Policy and Development Design Criteria respecting the preservation and protection of trees and vegetation. Where trees will be lost to development, the Owners shall agree to compensate the Town first through additional planting in tree compensation areas identified within the approved Master Landscaping and Tree Planting Plan and thereafter, if required, in areas outside of the draft plan of subdivision approved by the Town or through financial contribution in lieu thereof, all to the satisfaction of the Director Operations and Infrastructure for the Town.
28. The Owners shall agree in the Subdivision Agreement not to remove trees or hedgerows without the written approval of the Town.
29. Prior to final approval of any grading or stripping of topsoil, the Owners shall agree in the Development Agreement to convey to the Town any road widenings without monetary consideration and free of all encumbrances. The Owners shall submit, in accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04, Records of Site Condition, Part XV.1 of the Act, as amended, a Phase 1 Environmental Site Assessment (ESA) prepared and signed by a qualified professional, for all lands, including any lands external to the plan, that are to be conveyed to the Town. Based on the findings and results of the ESA, the Town may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required together with a Phase 2 ESA report and/or Phase 3 report if so recommended. The ESA and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands must contain wording to the effect that the Town shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to the Director of Development Services for the Town.
30. The Owners shall agree in the Subdivision Agreement that the placement of fill or other imported material on any lands subject to this approval shall only be imported and placed in accordance with the requirements of By-law 2011-0044 (REG-1) as amended and O.Reg 406/19 On-Site and Excess Soil Management.

The placement of fill shall be governed by the requirements and minimum quality standards of the bylaw and regulation.

31. The Owners shall agree in the Subdivision Agreement to provide a list of attributes, including but not limited to: cost, installation and manufacturers' information for all infrastructure assets in accordance with the Town's Asset Attribute Lists; and to the satisfaction of the Asset Management and Technical Services Division.
32. The Owners shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations, measures and remedial action identified within the reports as may be received in Condition 29 above.
33. The Owners shall submit a Record of Site Condition for all lands, including any lands external to the plan, that are to be conveyed to the Town and to provide proof to the Town that the Record of Site Condition has been acknowledged by the Ontario Ministry of the Environment and Climate Change.
34. The Owners shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and measures contained within the Beacon Environmental Limited "Environmental Impact Study" report dated December 2019, and revised December 2021.
35. The Owners shall agree in the Subdivision Agreement and otherwise that all construction traffic to and from the subject lands shall only be by way of Old Homestead Road via Woodbine Avenue.
36. The Owners shall agree in the Subdivision Agreement and otherwise that no building permits will be applied for or issued until the Town at its sole discretion is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
37. The Owners shall prepare and submit a Composite Utility Distribution Plan in consultation with all affected authorities to the satisfaction of the Town. Submission of the Composite Utility Distribution Plan shall occur with the detailed engineering submission as required in Condition 13.
38. The Owners shall agree to permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the plan registration only if the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owners shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
39. The Owners shall agree in the Subdivision Agreement to display plans in its sales office or pavilion and identify in its sales literature all phases of development, the

location of municipal and utility infrastructure including but not limited to sidewalks, transit stops, ponds, sewage pumping and water booster stations, parks, lands for other development and future phases of the subject development, transformers, pedestals, streetlights and mailboxes. The Owners shall further agree to erect appropriate signage on any undeveloped block identifying its proposed use and maintain such signage until the subdivision is assumed by the Town, all to the satisfaction of the Director of Development Services for the Town.

40. The Owners shall pay all reasonable costs incurred by the municipally-retained peer review consultants in relation to the peer review of submitted reports and studies.
41. The Owners shall submit a report to the satisfaction of the Town prepared by a qualified consultant approved by the Town identifying that all lands to be conveyed to the Town are clear of contaminants, noxious or deleterious substances. The Owners shall ensure that the lands transferred are clear of contaminants, noxious or deleterious substances.
42. The Owners agree that phasing shall progress in an orderly manner and to provide a detailed Construction Management and Developer Communications Plan including but not limited to construction phasing, traffic circulation, material and equipment storage, work stations, construction access and communication and liaison with the public, to the satisfaction of the Director of Development Services for the Town.
43. Prior to final approval, the Owners shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments, as well as pedestrian/cycling facilities on the site to support active transportation, at the Owners' cost. A drawing shall be provided by the Owners to illustrate the locations of the pedestrian/cycling facilities in accordance with the Town's Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, and to the satisfaction of the Director of Development Services.
44. The Owners shall submit a Streetscaping Plan prepared by a qualified professional for review and approval by the Town, and agree in the Subdivision Agreement and otherwise to carry out or cause to be carried out the recommendations and measures contained within the approved Streetscaping Plan. The Streetscaping Plan shall address matters such as pedestrian/cycling linkages, entry features, and lighting treatments that can be implemented throughout the development, to the satisfaction of the Director of Development Services.
45. The Owners shall submit a detailed Master Landscaping and Tree Planting Plan prepared by a qualified professional for review and approval by the Town and agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the approved Master

Landscaping and Tree Planting Plan. The plan shall address issues such as window street buffering and corner lot fencing to the Town's standards.

46. That prior to final approval of any phase within Orchidtrail, the Owner shall enter into an Option Agreement to the satisfaction of the Town of Georgina for the transfer and acquisition of Block 257 for a future Town fire hall (the "Fire Hall Site"). The Fire Hall Site shall contain not less than approximately 1.5 hectares, and shall be free and clear of all encumbrances.

In the event that the Town of Georgina (i) has not notified the Owner that it is exercising its option to acquire the Fire Hall Site within 7 years of the registration of any phase within Orchidtrail, or (ii) has confirmed in writing at any time within the term of the Option Agreement that it does not intend to exercise its option, then the Option Agreement will expire and the Block can be developed in its entirety in accordance with the Zoning By-law in effect.

47. That the Owner shall agree in the subdivision agreement to the satisfaction of the Town of Georgina:
- a) To grade the Fire Hall Site, including clearing, grubbing, and, where fill is required, compacting and filling with clean material, to replace topsoil disturbed in the grading process, and at the same time to sod/seed the Fire Hall Site, all at no cost to the Town and in accordance with grading plans approved by the Town;
 - b) To construct access driveway(s) and install municipal services including, without limitation, storm and sanitary sewers, hydro, water, natural gas, street lighting, curbs, walkways, sidewalks and telecommunications to the midpoint of the frontage of the Fire Hall Site. Such services are to be of sufficient capacity and suitable to serve a fire hall of the size to be constructed by the Town of Georgina. Such services shall be installed at no cost to the Town;
 - c) To not stockpile soil on the Fire Hall Site and to obtain written permission from the Town prior to making any physical changes to the Fire Hall Site, including, without limitation, the placing or removal of fill, grading, stripping, storage of goods or materials, or the construction of a means of access thereto; and,
 - d) To include the following clause in all Agreements of Purchase and Sale and Leases in respect of residential units:

"Block 257 represents a potential Fire Hall site. Noise and activity typically related to emergency response and normal Fire Hall operations may occur at any time."
48. That the Owner shall submit to the Town of Georgina, at no cost to the Town, a report from a qualified consultant concerning:
- a) The suitability of Block 257 for construction purposes, relating to soil bearing factors, surface drainage, topography, and environmental contaminants;

- b) The availability of natural gas, electrical, telecommunications, water, storm sewer, and sanitary sewer service with adequate service connections at the lot line; and
 - c) A geotechnical investigation and Phase 1 and, if recommended, a Phase 2 environmental site assessment conducted by a qualified engineer.
49. Should minor modifications be required to the Orchidtrail Phase 1 Draft Plan in order to accommodate the proposed Fire Hall Site, such changes may be approved by the Director of Development Services.

Regional Municipality of York ("Region"):

50. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Georgina and York Region.
51. The Owners shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town of Georgina:
- a) a copy of the Council resolution confirming that the Town of Georgina has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this site plan.
 - b) a copy of an email confirmation by Town of Georgina staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
52. The Owners shall submit a revised Functional Servicing Report and Site Servicing Plan to the satisfaction of York Region.
53. The Owners shall provide an electronic set of 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.
54. The intersection of Danny Wheeler Boulevard and Woodbine Avenue shall be designed in accordance with the Region standards and requirements, with exclusive turning lanes on Woodbine Avenue and 15m x 15m daylight triangles, to the satisfaction of the Region.
55. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owners shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;

- c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Construction Access Design;
 - e) Utility and underground services Location Plans;
 - f) Signalization and Illumination Designs;
 - g) Line Painting;
 - h) Traffic Control/Management Plans;
 - i) Erosion and Siltation Control Plans;
 - j) Landscaping Plans, including tree preservation, relocation and removals;
 - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - l) Functional Servicing Report (water, sanitary and storm services)
 - m) Water supply and distribution report;
 - n) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration
 - o) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
56. The Owners shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-Of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-Of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
57. The Owners shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.
58. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
59. The Owners shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
60. The Owners shall demonstrate, to the satisfaction of Development Engineering that elevations along the street line shall be 0.2 metres above the centreline

elevations of the York Region roadway, unless otherwise specified by Development Engineering.

61. The Owners shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
62. The Owners shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
63. The Owners shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
64. The Owners shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
65. Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region Right-Of-Way's shall not be the responsibility of York Region.
66. The Region requires the Owners to 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 Owners' 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 Owners. 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 Owners 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.

67. Upon registration of the plan, the Owners shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) A widening across the full frontage of the site where it abuts Woodbine Avenue of sufficient width to provide a minimum of 18.0 metres from the centreline of construction of Woodbine Avenue, and
 - b) A 15 metre by 15 metre daylight triangle at the northwest and southwest corners of Street A and Woodbine Avenue, and
 - c) 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 Woodbine Avenue and adjacent to the above noted widening(s), and
 - d) An additional 2.0 metre widening, 30 metres in length, together with a 70 metre taper for the purpose of a southbound right turn lane at the intersection of Woodbine Avenue and Street A, and
 - e) A widening across the full frontage of the site where it abuts Old Homestead Road of sufficient width to provide a minimum of 15.0 metres from the centreline of construction of Old Homestead Road, and
 - f) A 15 metre by 15 metre daylight triangle at the southeast and southwest corners of Street I and Old Homestead Road, and

- g) 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 Old Homestead Road and adjacent to the above noted widening(s).
68. The Owners shall provide a solicitor's certificate of title 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.
69. The Owners shall demonstrate, to the satisfaction of Development Engineering that Danny Wheeler Boulevard shall be designed to intersect Woodbine Avenue at a right angle, or on a common tangent.
70. The Owners shall demonstrate, to the satisfaction of Development Engineering that Street I shall be designed to intersect Old Homestead Road at a right angle, or on a common tangent.
71. Prior to final approval, the Owners shall demonstrate, to the satisfaction of Development Engineering, that the throat width of Danny Wheeler Boulevard & Street I shall be designed to accommodate the recommendations of the transportation report approved by York Region.
72. The intersection of Danny Wheeler Boulevard and Woodbine Avenue shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
73. The intersection of Street I and Old Homestead Road shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
74. The Owners shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owners shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
75. Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the HVA, a Contaminant Management Plan (CMP) will be required prior to Plan of Subdivision Final approval, for Water Resources review and approval. If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.

76. The Owners shall provide an executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
77. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

Lake Simcoe Region Conservation Authority (“LSRCA”):

78. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and the Town:
 - a) For Orchid Trail Phase 1- A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions (2022) and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
 - b) For Starlish Phase 3 - A detailed Stormwater Management Report in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
 - c) A detailed erosion and sediment control plan;
 - d) A detailed grading and drainage plan;
 - e) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan if applicable;
 - f) A Detailed Geotechnical Report for the proposed Stormwater Pond;
 - g) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2020);
 - h) An Environmental Impact Study;
 - i) An Ecological Offsetting Strategy in accordance with the LSRCA Ecological Offsetting Policy;
 - j) Restoration Planting Plans.
79. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
 - a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures if required

80. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
 - a) Phosphorus budget
 - b) Compensatory measures if required
81. That the Owners shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Town.
82. That the Owners shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA.
83. That the Owners shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
84. That the Owners shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.
85. That prior to final plan approval, the Owners shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the Conservation Authorities Act.
86. That the Owners shall agree in the Subdivision Agreement to adequately demarcate the environmentally significant areas by means such as fencing (e.g. cedar rail, living) and signage.
87. That prior to final plan approval, the Owners shall successfully amend the Zoning By-law to rezone Block 256 to the Environmental Protection Zone.
88. That the Owners shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
89. That the Owners shall obtain a permit from the LSRCA for any development within an area governed by Ontario Regulation 179/06 under the Conservation Authorities Act.
90. That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.
91. The Owners shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any

increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owners shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

Ministry of Tourism, Culture and Sport:

92. The Owners shall provide written confirmation from the Ministry of Tourism, Culture and Sport that the required archaeological assessments have been completed and that the Ministry's requirements respecting any significant archaeological resources have been addressed.

Bell Canada:

93. The Owners agree that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Enbridge Gas Distribution Inc.:

94. That the Owners agree in the Subdivision Agreement to contact Enbridge Gas Distribution'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.
95. That the Owners agree in the Subdivision Agreement that 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.
96. That the Owners agree in the Subdivision Agreement that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
97. That the Owners agree in the Subdivision Agreement that in the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea30@enbridge.com.

Canada Post Corporation (“Canada Post”):

98. The Owners shall agree in the Subdivision Agreement to include on all offers of purchase and sale, a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mail box.
99. The Owners shall agree in the Subdivision Agreement that the Owners will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
100. The Owners shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plan.
101. The Owners shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - a) An appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the Community Mailboxes on.
 - b) Any required walkway across the boulevard, as per municipal standards.
 - c) Any required curb depressions for wheelchair access.
102. The Owners shall agree in the Subdivision Agreement to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residence as soon as the homes are occupied.

Hydro One Networks Inc. (“HONI”):

103. Prior to HONI providing its final approval, the developers must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
104. Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
105. At the developers’ expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.

The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developers will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.

106. This letter and the conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through the Provincial Secondary Land Use Program (PSLUP). HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.
107. Should approval for a road crossing be granted, the developers shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the Town of Georgina.
108. Access to, and road construction on the transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.
109. In addition, HONI requires the following be conveyed to the developers as a precaution:

The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

CLEARANCES

110. That the Town of Georgina shall advise in writing that Conditions 1 to 49 inclusive have been satisfied.
111. That the Region of York Regional Corporate Services Department, Community Planning and Development Services Branch shall advise in writing that Conditions 50 to 77 inclusive, have been satisfied.
112. That the Lake Simcoe Region Conservation Authority shall advise the Town of Georgina in writing that Conditions 78 to 91 inclusive, have been satisfied.

113. That the Ministry of Tourism, Culture and Sport shall advise the Town of Georgina in writing that Condition 92 has been satisfied.
114. That Bell Canada shall advise in writing that Condition 93 has been satisfied.
115. That Enbridge Gas Distribution Inc. shall advise in writing that Conditions 94 to 97 inclusive, have been satisfied.
116. That Canada Post Corporation shall advise in writing that Conditions 98 to 102 inclusive, have been satisfied.
117. That Hydro One Networks Inc. shall advise in writing that Conditions 103 to 109 inclusive, have been satisfied.

ISSUED at the TOWN OF GEORGINA on the 7th day of December, 2022.

Alan Drozd
Acting Director of Development Services

NOTE: PURSUANT TO THE PLANNING ACT, R.S.O., 1990, AS AMENDED, APPROVAL OF THIS PLAN OF SUBDIVISION SHALL LAPSE IF FINAL APPROVAL FOR REGISTRATION HAS NOT BEEN GIVEN BY DECEMBER 7, 2025 UNLESS APPROVAL HAS BEEN SOONER WITHDRAWN OR THE TOWN OF GEORGINA HAS EXTENDED THE DURATION OF THE APPROVAL.