

By-law Number 37-2018

of The Regional Municipality of Durham

Being a by-law to authorize the Regional Chair and Regional Clerk to execute estate residential subdivision agreements.

Whereas many estate residential subdivision agreements entered into by the Region are substantially in standard form.

And Whereas the form and substance of estate residential subdivision agreements has been considered and approved of by Regional Council;

And Whereas the authority to execute estate residential subdivision agreements has in the past been implemented by individual by-laws;

And Whereas it is considered expedient to have a specific by-law authorizing the Chair and Clerk to execute the estate residential subdivision agreement provided the agreements are substantially in accordance with a standard form or meet certain other requirements as set forth in this by-law.

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

1. Interpretation

1.1 In this by-law:

- (a) "Approved Subdivision Agreement" means the estate residential subdivision agreement approved for use by the Region pursuant to Section 1.2;
- (b) "Development Charges" means charges imposed pursuant to development charge by-laws enacted by the Region under the *Development Charges Act, 1997* or a successor statute;
- (c) "Region" means The Regional Municipality of Durham;
- (d) "Subdivider" means the owner of lands who has applied for approval of a plan of subdivision;

- (e) “Estate Residential Subdivision Agreement” means an agreement entered into under Section 51 of the *Planning Act*, or a successor statute, as a condition of approval of a plan of subdivision;
- (f) “Solicitor” means the Director, Legal Services of The Regional Municipality of Durham or their designate;
- (g) “Treasurer” means the Treasurer of The Regional Municipality of Durham, or their designate.

1.2 The Estate Residential Subdivision Agreement attached to this by-law as Schedule “A” is approved.

2. Authority

2.1 Subject to Section 2.2 of this by-law, the Chair and the Clerk are authorized to execute any Estate Residential Subdivision Agreement that is substantially in accordance with the Approved Subdivision Agreement, or which may contain any additional provisions necessary to implement Regional policies or conditions of subdivision approval regarding matters not otherwise addressed in the Approved Subdivision Agreement.

2.2 Prior to presenting any estate residential subdivision agreement under the authority contained in Section 2.1 to the Chair and Clerk for execution, Regional staff shall ensure the following in regard to such agreement:

- (a) It is substantially in accordance with the form and content of the Approved Subdivision Agreement;
- (b) Any additional provisions are necessary to implement Regional policies or conditions of subdivision approval regarding matters not otherwise addressed in the Approved Subdivision Agreement;
- (c) On or before the execution of the agreement, all local improvement charges assessed against the lands for Regional services have been commuted and paid;
- (d) Subject to Section 2.2(f) of this by-law, the Region has received payment of the Development Charges payable in regard to the Development Charges Act, 1997, in accordance with the Approved Subdivision Agreement;

- (e) Where the Subdivider elects to defer any payment of Development Charges in accordance with the Approved Subdivision Agreement, the Region has received a letter of credit, in a form acceptable to the Regional Solicitor and the Treasurer, in an amount equal to 110 percent of the Development Charges that remain payable in the Subdivision Agreement;
- (f) The Region has received payment in regard to the following:
 - (i) the costs associated with processing of the plan of subdivision and supervising the servicing of the land subject thereto in accordance with the Approved Subdivision Agreement;
 - (ii) legal expenses, financial administration fees and registration fees in accordance with the Approved Subdivision Agreement;
- (g) The Region has received a letter of credit, in a form acceptable to the Solicitor and the Treasurer, in the amount equal to the sum required in accordance with Regional policy based on the estimated costs of the Regional services to be installed by the Subdivider;
- (h) The Region has received a certified copy of liability insurance or a certificate of insurance setting out the essential terms and conditions of insurance in accordance with the Approved Subdivision Agreement, to the satisfaction of the Treasurer; and
- (i) The pay assurance provisions of the Approved Subdivision Agreement have been included, if applicable.

2.3 The Chair and Clerk are authorized to execute any estate residential subdivision agreement which, while not satisfying the requirements of Section 2.1, has been prepared to implement arrangements that were the subject matter of a report and were approved by Regional Council.

2.4 By-law Number 34-2013 shall continue to apply to any complete submission for an estate residential subdivision agreement received by the Development Approvals Division of the Regional Works Department on or before June 30, 2018, if the Subdivider elects to be processed under the policies of a Development Charges by-law, as amended, and in force from time to time.

3. Repeal

3.1 Save as provided for in Section 2.4 of this by-law, By-law Number 34-2013 is repealed upon the coming into force of this by-law.

4. Effective Date

4.1 This by-law shall come into force and takes effect the 1st day of July, 2018.

This By-law Read and Passed on the 13th day of June, 2018.

G.L. O'Connor, Regional Chair and CEO

R. Walton, Regional Clerk

Schedule A

ESTATE RESIDENTIAL SUBDIVISION AGREEMENT

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Legal File AGT-
Works File



ESTATE RESIDENTIAL SUBDIVISION AGREEMENT

This Agreement dated _____, 2018 is made

B E T W E E N:

(the "Subdivider")

- and -

THE REGIONAL MUNICIPALITY OF DURHAM
(the "Region")

- and -

(the "Encumbrancers")

RECITALS

WHEREAS:

- (a) The Subdivider is the registered owner of the Lands;
- (b) The Subdivider warrants the Encumbrancers are the only Encumbrancers of the Lands;
- (c) The Draft Plan of Subdivision was approved on _____ by _____ subject to the terms and conditions contained in Schedule B; and
- (d) The 40M-Plan will not be registered until the terms and conditions of draft plan approval herein contained have been met, pursuant to Section 51 of the *Planning Act*.

NOW THEREFORE the Subdivider, the Region and the Encumbrancers agree as follows:

INTERPRETATION

Definitions

- 1. In this Agreement and in the recitals above,
 - (a) "**Agreement**" means this subdivision agreement;

- (b) **“Lands”** means the lands legally described as **X** in the **X** in the Regional Municipality of Durham;
- (c) **“Development Charges Letter of Credit”** means the letter of credit described in Section 11;
- (d) **“Region”** means The Regional Municipality of Durham acting as a body corporate and, where the context requires, includes all employees, officers, servants and agents of The Regional Municipality of Durham; and
- (e) **“Plan”** means the draft M-Plan.

Schedules

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

Schedule A Solicitor's Certificate of Ownership of the Lands

Schedule B Region's Conditions for Draft Plan Approval

Schedule C Special Conditions

Schedule D List of Lots for which Development Charges are Paid

References

3. References in this Agreement to Sections and Schedules are to Sections and Schedules in this Agreement.

Extended Meanings

4. This Agreement shall be read with all changes in gender or number as the context may require.

Subdivider's Expense

5. Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.

REGIONAL SERVICES

Restoration of Roads

6. The Subdivider shall be responsible for the clean-up and repair of all Regional and local roads, including boulevards, which become dirty or damaged as a result of the installation of the Works. Within 48 hours of verbal notification to the Subdivider by the Region, the Subdivider shall undertake such works as are necessary to clean-up or repair the roads. In the event the Subdivider fails to comply, the Region may arrange for the necessary work to be undertaken at the expense of the Subdivider. At the Region's discretion and without further notice to the Subdivider, the monies for these works may be drawn or claimed against any financial securities filed with the Region.

FINANCIAL MATTERS

Development Charges

7. The Subdivider shall pay to the Region, Regional development charges for each dwelling unit within the Plan at the rate in effect at the time payment is made in accordance with the Region's development charge by-laws. The development charges calculated as of the date of this Agreement are as follows:

i. Sanitary Sewerage Services

—	Single and Semi detached @ \$9,170.00/unit	\$ 0.00
—	Medium Density Multiples @ \$7,368.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$5,327.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$3,472.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

ii. Water Supply Services

—	Single and Semi detached @ \$9,420.00/unit	\$ 0.00
—	Medium Density Multiples @ \$7,569.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$5,472.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$3,566.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

iii. Regional Road Services

—	Single and Semi detached @ \$9,250.00/unit	\$ 0.00
—	Medium Density Multiples @ \$7,432.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$5,373.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$3,502.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

iv. Regional Police Services

—	Single and Semi detached @ \$715.00/unit	\$ 0.00
—	Medium Density Multiples @ \$575.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$416.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$271.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

v. Long Term Care

—	Single and Semi detached @ \$19.00/unit	\$ 0.00
—	Medium Density Multiples @ \$15.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$11.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$7.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

vi. Development Related Studies

—	Single and Semi detached @ \$19.00/unit	\$ 0.00
—	Medium Density Multiples @ \$15.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$11.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$7.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

vii. Paramedic Services

—	Single and Semi detached @ \$170.00/unit	\$ 0.00
—	Medium Density Multiples @ \$137.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$99.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$64.00/unit	\$ 0.00
	Sub-Total	\$ 0.00

viii. GO Transit

—	Single and Semi detached @ \$723.00/unit	\$ 0.00
—	Medium Density Multiples @ \$641.00/unit	\$ 0.00
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$454.00/unit	\$ 0.00
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$270.00/unit	\$ 0.00

Sub-Total \$ 0.00

ix. Durham Transit

–	Single and Semi detached @ \$1,143.00/unit	\$ <u>0.00</u>
–	Medium Density Multiples @ \$919.00/unit	\$ <u>0.00</u>
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$664.00/unit	\$ <u>0.00</u>
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$431.00/unit	\$ <u>0.00</u>
	Sub-Total	\$ <u>0.00</u>

x. Health and Social Services

–	Single and Semi detached @ \$123.00/unit	\$ <u>0.00</u>
–	Medium Density Multiples @ \$99.00/unit	\$ <u>0.00</u>
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$72.00/unit	\$ <u>0.00</u>
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$47.00/unit	\$ <u>0.00</u>
	Sub-Total	\$ <u>0.00</u>

xi. Housing Services

–	Single and Semi detached @ \$387.00/unit	\$ <u>0.00</u>
–	Medium Density Multiples @ \$311.00/unit	\$ <u>0.00</u>
<u>n/a</u>	Two Bedroom Apartment and Larger @ \$225.00/unit	\$ <u>0.00</u>
<u>n/a</u>	One Bedroom Apartment and Smaller @ \$147.00/unit	\$ <u>0.00</u>
	Sub-Total	\$ <u>0.00</u>

Method of Payment of Development Charges

8. The Subdivider shall pay to the Region the development charges described in Section 7 with respect to each dwelling unit within the Plan on the date a building permit is issued.
9. Notwithstanding Section 8, the Subdivider, which shall not include a Subdivider of any high density blocks or condominium blocks, shall pay to the Region the development charges with respect to sanitary sewerage services, water supply services and regional road services in the following manner:
 - (a) At any time at the option of the Subdivider by cash or certified cheque 100 percent of the outstanding development charges with respect to sanitary sewerage services, water supply services and regional road services;

OR

- (b)
 - (i) on the date of the execution of this Agreement, 50 percent of the development charges which will be applied to the lots listed in Schedule D with respect to sanitary sewerage services, water supply services and regional road services adjusted in accordance with the provisions of the Region's development charge by-law to the date of payment;
 - (ii) on the first anniversary date of the execution of this Agreement, 50 percent of the development charges with respect to sanitary sewerage services, water supply services and regional road services adjusted in accordance with the provisions of the Region's development charge by-law to the date of payment;

provided, however, in regard to any lot on the Plan, any balance of the development charges owing during the one year period following execution of this Agreement shall become payable, after adjustment in accordance with the provisions of the Region's development charge by-law to the date of payment, on the date a building permit is issued in regard to such lot.

11. The balance of any outstanding development charges payable in accordance with Section 9(b) shall be secured by a Letter of Credit, in a form acceptable to the

Regional Solicitor and the Treasurer of the Region, in the amount of \$X being 110 percent of the outstanding balance. The Region may draw on the Letter of Credit for the full or partial payment of development charges owing to the Region and may recover the outstanding balance of development charges, if any, from the Subdivider.

11. The Letter of Credit as herein described shall be kept in good standing for an initial period of one year and, if deemed necessary by the Region, shall be renewed for further one year periods for any outstanding balance of development charges owing to the Region at the time of the renewal. If the letter of credit is not so renewed, the Region shall have the right to draw the full payment of development charges owing to the Region and may recover the outstanding balance of development charges, if any, from the Subdivider.
12. The rates used in calculating the outstanding balance of development charges owing to the Region shall be established in accordance with the provisions of the Region's Development Charge By-law. In the event the development charges are:
 - (a) Increased and the letter of credit is insufficient to satisfy the payment of outstanding development charges to which the Region is entitled to be paid in accordance with Section 9(b), the Region shall give written notice to the Subdivider requiring the Subdivider to increase the letter of credit to an amount equal to 55 percent of the development charges as determined under Section 7 or 110 percent of the outstanding balance, whichever is less. In the event the letter of credit is not so increased within 20 days after the Region's notice in that regard, the Region may, without further notice to the Subdivider, draw upon the letter of credit for the total amount outstanding and may recover the balance from the Subdivider.
 - (b) Reduced, the Region will authorize the reduction of the letter of credit to an amount equivalent to 55 percent of the development charges as determined under Section 7 or 110 percent of the outstanding balance, whichever is less.
13. If, at the time of the issuance of a building permit or permits in regard to a lot on the Plan for which payments have been made pursuant to Section 9(b):
 - (a) Change in Type of Dwelling Unit (Increase)

Where the type of dwelling unit for which building permits are being issued is different than that used for the calculation and payment under Section 9, and there has been no change in the zoning affecting such lot, and the development charges for the type of dwelling unit for which building permits are being issued were greater at the time that payments were made pursuant to Section 9 than for the type of dwelling unit used to calculate the payment under Section 9, an additional payment to the Region is required, which payment, in regard to such different unit types, shall be the difference between the development charges in respect to the type of dwelling unit for which building permits are being issued, calculated as at the date of issuance of the building permit or permits, and the development charges previously collected in regard thereto, adjusted in accordance with the Region's development charge by-law to the date of issuance of the building permit or permits.
 - (b) Change in Type of Dwelling Unit (Decrease)

Where the type of dwelling unit for which building permits are being issued is different than that used for the calculation and payment under Section 9, and there has been no change in the zoning affecting such lot, and the development charges for the type of dwelling units for which building permits are being issued were less at the time that payments were made pursuant to Section 9 than for the type of dwelling unit used to calculate the payment under Section 9, a refund in regard to such different unit types

shall be paid by the Region, which refund shall be the difference between the development charges previously collected, adjusted in accordance with the Region's development charge by-law to the date of issuance of the building permit or permits, and the development charges payable in respect of the type of dwelling unit for which building permits are being issued, calculated as at the date of issuance of the building permit or permits.

(c) Change in Number of Dwelling Units (Increase)

Where the total number of dwelling units of a particular type for which building permits have been or are being issued is greater, on a cumulative basis, than that used for the calculation and payment under Section 9, and there has been no change in the zoning affecting such lot, an additional payment to the Region is required, which payment shall be calculated on the basis of the number of additional dwelling units at the rate prevailing as at the date of issuance of the building permit or permits.

(d) Change in Number of Dwelling Units (Decrease)

Where the total number of dwelling units of a particular type for which building permits have been or are being issued is less, on a cumulative basis, than that used for the calculation and payment under Section 9, and there has been no change in the zoning affecting such lot, a refund shall be paid by the Region, which refund shall be calculated on the basis of the number of fewer dwelling units at the rate prevailing as at the date of issuance of building permit or permits.

14. Notwithstanding Section 13, a refund shall not exceed the amount of the development charges paid under Sections 7, 8, 9, 11, 12, and/or 13 hereof.

Fees

15. (1) In this Section,
- (a) "Engineering Fee" means all costs and expenses incurred by the Region in reviewing, examining and inspecting the design and installation of the Works;
- (2) Prior to execution of this Agreement by the Region, the Subdivider shall pay to the Region by certified cheque the sum of \$_ calculated as follows:
- | | | |
|-----|---|--------------------|
| (a) | Engineering Fee | \$ <u>250.00</u> |
| | legal fees for the preparation and processing of this Agreement | \$ <u>2,125.00</u> |
| (b) | financial administration fee | \$ <u>475.00</u> |
| | TOTAL | \$ <u>0.00</u> |

16. The Subdivider shall reimburse the Region for the cost of registering this Agreement and all related documents against title to the Lands.

Subdivider Installs Private Services

17. (1) The Subdivider at its "cost" shall make arrangements to obtain all required approvals and to have constructed in accordance with the Ontario Building Code and the Ministry of the Environment, complete in every detail, the following private services (hereinafter referred to as the "Private Services"):
- (a) Sewage systems; and,
- (b) Drilled wells.

- (2) All of the said Private Services shall be installed in accordance with the Region's requirements and all such installations will be made throughout in a good workmanlike manner.
- (3) The Subdivider shall register a restriction, in a form satisfactory to the Regional Solicitor, on the title of the Lands under Section 118(1) of the Land Titles Act immediately after the registration of the Plan. This restriction shall prevent the transfer of any of the Lands and shall be removed from title only with the consent of the Region, such consent to be given upon the following terms and conditions:
 - (a) Provided the Region is satisfied that the transfer is from the Subdivider to another subdivider and/or developer and a new restriction is being registered; or,
 - (b) the Subdivider has provided to the Region a water well record that validates that a drilled well has been constructed on the lot for which the consent is sought; or,
 - (c) a letter of credit in the amount of \$15,000 has been deposited with the Region for each lot for which the consent is sought.
- (4) The letter of credit shall be kept in good standing until the Subdivider has provided to the Region certification, in a form satisfactory to the Region, that validates that the drilled wells have been constructed. As drilled wells are installed on individual lots, the Region will authorize the release of the letter of credit accordingly.
- (5) In the event that the Subdivider defaults in the installation of the drilled wells as set out herein, the Region may, without further notice to the Subdivider, proceed to draw upon the letter of credit to remedy such default.
- (6) The Subdivider agrees that the employees or agents of the Region may enter upon the Lands at any time, or from time to time, for the purpose of inspection, repair or completion of the Private Services. Such entry shall not be deemed an acceptance of any of the Private Services by the Region, nor an assumption by the Region of any liability in connection therewith nor a release of the Subdivider from any of its obligations under this Agreement.

OTHER MATTERS

Use of the Lands

18. Pursuant to Schedule C, the Subdivider agrees it shall fulfill all conditions and requirements of Column III prior to making use of any lands in Column I for the purposes described in Column II.

Notice of Agreement

19. This Agreement shall be registered against title to the Lands and shall be enforceable against the Subdivider and all subsequent owners of the Lands.
20. The Subdivider shall give to every purchaser of any part of the Lands actual notice of the existence and the terms of this Agreement and include such notice in any offer to purchase or other similar document dealing with the Lands.
21. At the request of the Subdivider, the Region shall release this Agreement from title to the Lands provided all financial requirements have been made to the Region and the Region's fee for registration expenses for such release have been provided.

Postponement

22. All rights and interests which the Encumbrancers have in the Lands are hereby postponed to this Agreement.

Approval of the Plan for Registration

23. The Subdivider shall, before the final approval of the Plan for registration, deliver to the Region the following:
- (a) The Subdivision Agreement fully executed by the Subdivider and the Encumbrancers and including the completed certificate forming Schedule A to this Agreement;
 - (b) The monies, securities and insurance as noted in this Agreement.

Further Assurances

24. The Subdivider shall execute such further assurances of the rights hereby granted as deemed necessary by the Region.

Notices

25. (1) Any notice required in writing in this Agreement shall be delivered to the following address:

To the Subdivider at:

x
x, Ontario
x

Attention: ●
Fax No. ●

And to the Region at:

605 Rossland Road East
Whitby, ON L1N 6A3

Attn: Regional Clerk

- (2) Notice shall be sufficiently given if,
- (a) delivered in person;
 - (b) sent by registered mail; or
 - (c) sent by facsimile transmission during normal business hours on a business day.
- (3) Each notice sent shall be deemed to have been received,
- (a) on the day it was delivered;
 - (b) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
 - (c) on the same day that it was sent by facsimile transmission or on the first business day thereafter if the day on which it was sent by facsimile transmission was not a business day.
- (3) The Subdivider may change its address for notice by giving notice to the

Region's Clerk in the manner provided in this Section.

Successors and Assigns

26. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Recitals

27. The Recitals contained in this agreement are true and correct and are legally binding and form a true part of this agreement.

Electronic and Counterpart Signatures

28. This Agreement and any Ancillary Agreements may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Ancillary Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement.

[SUBDIVIDER]

2018/ /

Name:
Title:

2018/ /

Name:
Title:
I/We have authority to bind the Corporation

THE REGIONAL MUNICIPALITY OF DURHAM

2018/ /

G. L. O'Connor, Regional Chair and CEO

2018/ /

Ralph Walton, Regional Clerk

[ENCUMBRANCER]

2018/ /

Name:
Title:

2018/ /

Name:
Title:

SCHEDULE "A"

Solicitor's Certificate

IN THE MATTER OF: An application by Name of Subdivider (the "Subdivider") for final approval and release by the Regional Municipality of Durham (the "Region") of a proposed Plan of Subdivision (the "Lands") between the Subdivider and the Region dated Date of Agreement (the "Agreement").

I, **X**, a Solicitor duly qualified to practise law in the Province of Ontario hereby certify that the Subdivider is the owner in fee simple of the Lands included in the Agreement.

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

A Charge in favour of registered by Instrument No. .

This certificate is given by me to the Regional Municipality of Durham for the purpose of having the said Regional Municipality rely upon it and to act on it in approving and releasing the proposed Plan of Subdivision and for certifying the title.

DATED at **X** this **X** day of **X** 2018.

Solicitor

TO: THE REGIONAL MUNICIPALITY OF DURHAM

SCHEDULE “B”

Conditions of Approval of the Region

The Region’s conditions and amendments thereto applying to the approval of the final plan for registration of the subject subdivision are as follows:

Following [insert] pages

SCHEDULE "C"

GENERAL AND SPECIAL CONDITIONS GOVERNING PLAN

<u>Column I</u>	<u>Column II</u>	<u>Column III</u>
All lots included in the Plan	Convey, develop or build upon the lands	All requirements of this Agreement have been fulfilled provided that the Subdivider may use or convey lands to the area municipality in accordance with the Subdivision agreement between the area municipality and the Subdivider.

SCHEDULE "D"

Lots for which development charges for sanitary sewerage services, water supply services and Regional road services have been paid on the date of execution of the agreement. This Schedule is final and conclusive.

<u>Lot No.</u>	<u>Lot Type</u>	<u>Payment</u>
		\$ <u>0.00</u>
Subtotal		\$
Additional amount required for 50% of development Charges		\$ <u>0.00</u>
Total		\$ <u>0.00</u>