

File Number: 39T-10501
N. Pasato

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON FEBRUARY 4, 2014
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS SIFTON PROPERTIES LIMITED FOREST HILL (PHASE 5) SUBDIVISION 39T-10501

RECOMMENDATION

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited for the subdivisions of land over Part of Lot 11, Concession 6, (Geographic Township of London), City of London, County of Middlesex, situated on the north side of North Wenige Drive, municipally referred to as 1100 North Wenige Drive.

- (a) the attached Special Provisions, (Schedule “C”), to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Forest Hill (Phase 5) Subdivision, (39T-10501) **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues to be as per Schedule “B”, attached hereto,
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

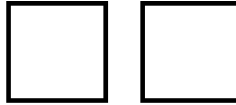
BACKGROUND

BACKGROUND:

The original draft plan application (39T-99515) submitted by Monarch Construction Limited, is referred to as the “Forest Hill” subdivision. The Ontario Municipal Board approved the draft plan of subdivision and conditions March 7, 2000. On June 10, 2008, the City was advised the lands within the draft approved plan were acquired by Sifton Properties Limited.

In draft approved plan 39T-99515, the southern half of the lands were allocated for a future separate school block. As per comments provided, the London District Catholic School Board determined that this elementary site was no longer required, as an elementary school site had been reserved south of Sunningdale Road located within 39T-07502, Block 60. No other school board requested this block, therefore, Sifton applied to subdivide this block and reconfigure the park block (known as Block 322). The application for Draft Plan of Subdivision for the former school site consisted of 53 single detached lots, one park block and open space block located on the North side of Wenige Drive, east of Rollingacres Drive. The application was accepted as complete on January 12, 2010. The subdivision is known as Forest Hill Phase V.

After circulation, a public meeting was held on November 8, 2010. Draft approval was granted by the Approval Authority on December 23, 2010. There was an extension granted. The draft plan was set to expire on December 23, 2013. Further extension went to PEC on November 12, 2013 and Council approved the extension on November 19, 2013. The Approval Authority granted the extension on November 27, 2013.



File Number: 39T-10501
N. Pasato

Since draft approval, Sifton has applied for 2 consent applications requesting to sever 13 future single-detached residential lots located along North Wenige Drive (known as Lots 2-14 on draft plan 39T-10501). Ten lots were created in 2011 and a further 3 lots were created in 2013. This subdivision shall be registered in one (1) phase, consisting of 40 single family detached lots and 2 park blocks.

Previous phases were registered on September 30, 2002 as 33M-451; Phase 2 on March 1, 2011 as 33M-484; Phase 3 on January 19, 2006 as 33M-540; Phase 4A on December 23, 2009 as 33M-610; and Phase 4B on December 11, 2012 as 33M-651.

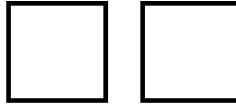
The Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

This report has been prepared in consultation with the City’s Solicitors Office.

A copy of the location plan is attached as Schedule “A” for the information of the Committee.

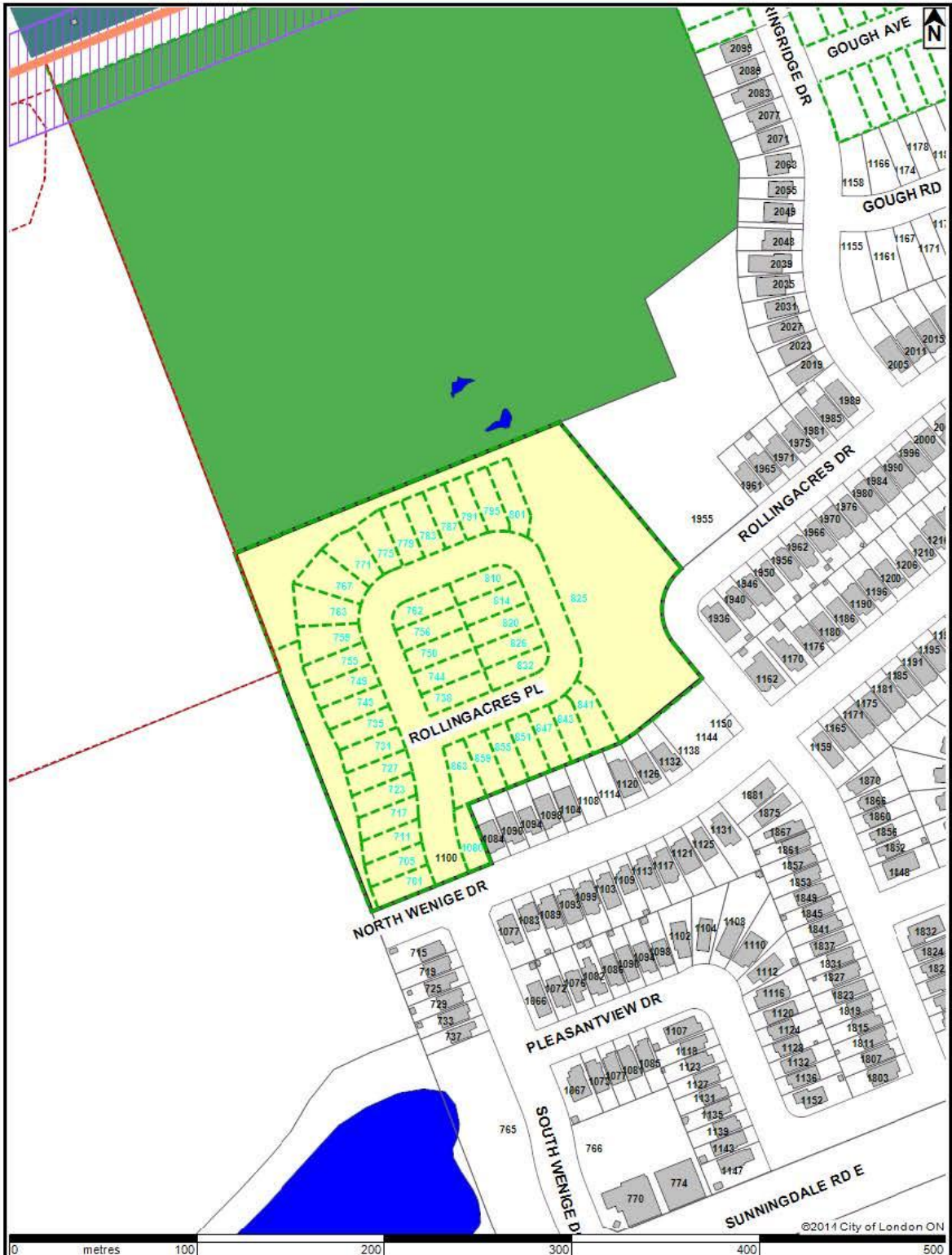
REVIEWED BY:	RECOMMENDED BY:
NANCY PASATO, MCIP, RPP SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	BRUCE HENRY MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
TERRY GRAWAY MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

NP/fg
Attach.
January 21, 2014



File Number: 39T-10501
N. Pasato

Schedule A – Location Map

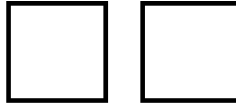


LOCATION MAP
 Subject Site: **Forest Hill Phase Five**
Proposed Plan of Subdivision
 Applicant: **Sifton Properties Limited**
 File Number: **39T-10501**
 Planner: **Nancy Pasato**
 Created By: **Frank Gerrits**
 Date: **2014-01-20**
 Scale: **1:2500**

Corporation of the City of London
 Prepared By: Planning and Development

LEGEND

- Subject Site
- Parks
- Assessment Parcels
- Buildings
- Address Numbers



File Number: 39T-10501
N. Pasato

Schedule "B"

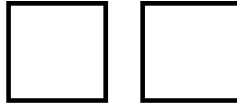
Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General	Nil
Claims from Urban Works Reserve Fund - Stormwater Management	Nil
Capital Expense	Nil
Other	Nil
Total	Nil
Estimated Revenues - This Agreement (2014 rates)	
CSRF	\$873,373
UWRF	\$146,415
Total	\$1,019,788

1. Estimated Revenues are calculated using 2014 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
2. The revenues and costs in the table above are not directly comparable. This subdivision, like others in the area, also relies on recently constructed roadwork and SWM facilities, the cost of which is not reported above. Other growth related costs (like wastewater treatment plant and road capacity expansion) incurred to serve this subdivision and surrounding areas are not reported above, though the revenue for those service components is included in the "Estimated Revenues – This Agreement" section above. As a result, the revenues and costs reported above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed By:

for. Peter Christiaans
Director, Development Finance



File Number: 39T-10501
N. Pasato

Schedule C – Special Provisions

28. PART II – SPECIAL PROVISIONS

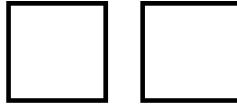
The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Special Provisions.

- a) In the event that the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted blocks and/or lots in this Plan to the specifications of the City and at the Owner's entire expense. The City may require additional inspections by the Owner's professional engineer and the City of London of relocated utilities, municipal services and private services, including video inspections and ball tests of sewers, as a result of the relotting of blocks in this Plan prior to the issuance of a Certificate of Conditional Approval for works serving the relotted blocks and/or lots. Should the amount of security held by the City at the time the blocks in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of the Certificate of Conditional Approval for works serving the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City Engineer in accordance with the City's security requirements.
- b) The Owner shall adhere to the geotechnical engineer's recommendation under the full time supervision of a geotechnical engineer with respect to the placement of engineering fill and the construction of utilities, roadways, driveways and buildings on areas within this Plan as identified by the geotechnical engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a geotechnical engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the geotechnical engineer's recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Lot within the Affected Lands in order to protect the proposed buildings on the said Lots from settlement and other harmful effects.

The Owner shall register against the title of each Lot within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot or Block within the Affected Lands must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the Lot or Block within the Affected Lands that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

- c) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have a qualified consultant confirm all recommendations in the hydrogeological investigation for this subdivision have been implemented with respect to the effects of the construction associated with the subdivision on existing ground water elevations, private wells in the area and the impact on the water balance of the subject plan, to the satisfaction of the City.
- d) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from North Wenige Drive.
- e) The Owner agrees that no construction traffic contracted by the Owner for the construction of services for this subdivision which are to be assumed by the City, will utilize existing streets adjacent to this Plan, except as approved otherwise by the City Engineer. The Owner further agrees to restrict this construction traffic to and from this subdivision to North Wenige Drive except as otherwise approved by the City Engineer. Barricades which may be used to restrict construction traffic during the construction of the underground services associated with the issuance of a Certificate of Conditional Approval, as identified by 9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS of PART 1 – GENERAL PROVISIONS, may be removed with the issuance of the Certificate of Conditional Approval, unless otherwise directed by the City Engineer. Should the



File Number: 39T-10501
N. Pasato

subdivision develop in stages as allowed by other conditions of the subdivision agreement, the Owner will reinstate the necessary construction traffic restrictions with development of each stage as each stage develops, to the satisfaction of the City Engineer.

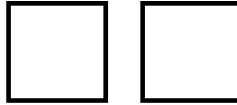
- f) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) Remove and replace a portion of concrete sidewalk on North Wenige Drive at Rollingacres Place and at the west limit of North Wenige Drive in Plan 33M-540 and any associated works;
 - (ii) a fully serviced road connection where Rollingacres Place in this Plan joins with North Wenige Drive in Plan 33M-540, including all underground services and related works;
 - (iii) removal of a section of watermain and installation of cap and blow-off on the existing watermain at the west limit of North Wenige Drive in Plan 33M-540 and any associated works; and
 - (iv) installation of a storm catchbasin lead on North Wenige Drive at the west limit of Plan 33M-540.

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its professional engineer for all works to be constructed on North Wenige Drive in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

- g) Prior to the construction of works on existing City streets, the Owner shall have its professional engineer notify in writing all affected property owners of all works proposed to be constructed on existing City streets in conjunction with this subdivision in accordance with the City's policy on "Guidelines for Notification to Public for Major Construction Projects".
- h) The Owner shall construct the watermains to service the Lots in this Plan, excluding Lot 1 of this Plan, and connect them to the City's existing water supply system, being the 200 mm (8 inch) diameter water main on North Wenige Drive, to the specifications of the City Engineer.
- i) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have its professional engineer confirm water quality requirements for the watermain in this Plan and/or implement any accepted recommendations in the accepted water quality report, by



File Number: 39T-10501
N. Pasato

the use of the following:

- i) valving to shut off future connections which will not be used in the near term; and/or
- ii) automatic flushing devices to maintain water quality, with it being noted that the water flushed by the device is to be measured (by a water meter in a meter pit) and the cost of water charged to the Owner. *Please note that where automatic flushing devices will be used, calculations of the turnover required to maintain chlorine residual are to be provided in order to justify the settings for the automatic flushing device.*

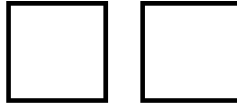
all to the satisfaction of the City Engineer, at no cost to the City.

- j) Sewage treatment capacity at the Adelaide Pollution Control Plant is available for this Plan as of January, 2014 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before January, 2015.

In the event that this Plan and this Agreement are not registered before January, 2015, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.

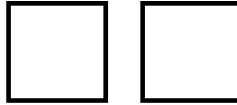
The Owner acknowledges that sewage treatment capacity at the Adelaide Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

- k) The Owner shall construct the sanitary sewers to service the Lots in this Plan, excluding Lot 1 of this Plan, and connect them to the City's existing sanitary sewage system being the 200 mm (8 inch) diameter sanitary sewer stub which was extended to the north limits of North Wenige Drive right-of-way from South Wenige Drive. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.
- l) The Owner shall construct private servicing connections (eg. water, storm and sanitary) to service Lot 1 in this Plan and connect them to the City's existing system on North Wenige Drive and any restoration needed, to the specifications of the City Engineer and at no cost to the City.
- m) The Owner shall take measures to control and prevent any inflow and infiltration and silt from entering the sanitary sewer system during the construction and to ensure that the sanitary sewer system is constructed to minimize inflow into the system, all at the Owner's cost. Quality control measures and submission of reports of these quality control measures to the City to confirm that the constructed works meet acceptable inflow and infiltration works will be required. The Owner shall also be required to take measures to prevent inflow and infiltration from entering the sanitary sewer system after construction of the sanitary sewer works, all to the satisfaction of the City Engineer and at no cost to the City. These measures shall include the following:
 - (i) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed in conjunction with first occupancy. This plug may only be removed by the City of London inspectors or Operations. The Owner shall be responsible for the maintenance and cleaning or emptying of the sanitary sewer as required. The sanitary sewer must be clean and dry before the plug will be removed;
 - (ii) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;
 - (iii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City Engineer) in all sanitary sewer manholes within this draft plan at the time of installation of the manhole. The Owner shall not remove the inserts until the sodding of the boulevards and the top lift of asphalt is completed;



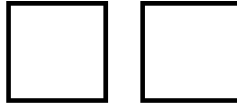
File Number: 39T-10501
N. Pasato

- (iv) Testing of the sanitary sewer system before commissioning shall be carried out in accordance with OPSS 407, OPSS 410 and the City of London Standard Contract Documents with respect to infiltration testing, exfiltration testing and low pressure air testing. The Owner shall have its professional engineer provide a report of the test results to the City;
 - (v) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented; and
 - (vi) On demand by the City of London and within 48 hours thereof, the Owner shall plug any sanitary private drain connections of lots which are vacant or not occupied within this subdivision in order to prevent practices which contravene City of London by-laws and allow excessive levels of inflow and infiltration and sediment to enter the sanitary sewer system. The restoration of the private drain connection will be at the sole cost of the Owner and may be made only at the time of or immediately prior to the occupancy of that Lot.
- n) The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.
- o) The Owner shall construct the storm sewers to service the Lots in this Plan, which is located in the Stoney Creek Subwatershed, and connect them to the City's existing storm sewer system being the 750 mm (30 inch) diameter storm sewer stub on North Wenige Drive and the 750 mm (30 inch) diameter storm sewer on Rollingacres Drive.
- The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.
- p) The Owner shall implement and monitor all erosion and sediment control measures, in accordance with the erosion and sediment control measures accepted by the City in the Functional SWM Report, to be used during construction and implementation of the plan satisfactory to the City. The Owner shall provide bi-monthly status reports to the City Engineer ensuring the appropriate measures are in place and functioning. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith.
- q) The Owner shall provide a security in the amount of \$60,000 for this Plan to ensure that the Erosion and Sediment Control Plan (ESCP) be executed in accordance with the City Engineer approval procedure and criteria. In the event of failure to properly implement and maintain the require ESCP, the ESCP security will be used to undertake all necessary clean-up work, all to the satisfaction of the City.
- r) The Owner shall have its consulting professional engineer supervise the construction of the stormwater servicing works, including any temporary works to the satisfaction of the City and according to the recommendations and requirements of the following:
- (i) The SWM criteria and environmental targets for the Stoney Creek Subwatershed Study;
 - (ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - (iii) The accepted Municipal Class EA for Storm Drainage and Stormwater Management Servicing Works for the Stoney Creek Undeveloped Lands (2008), including any minor revisions and/or amendments;
 - (iv) The approved Functional Stormwater Management Plan for Regional SWM Facility 1N;



File Number: 39T-10501
N. Pasato

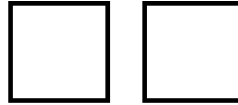
- (v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - (vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - (vii) The City of London Design Specifications and Requirements Manual, as revised;
 - (viii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- s) Prior to the issuance of any Certificate of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes, for the subject lands must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
- t) The Owner shall address any decommissioning of any temporary storm servicing works and make arrangements with the City to release any redundant easements and/or transfer new easements to the City, as necessary, to the satisfaction of the City Engineer, at no cost to the City.
- u) The Owner shall modify all existing storm servicing works satisfactory to the City Engineer to accommodate storm servicing of this Plan and lands external to this Plan to the satisfaction of the City Engineer, at no cost to the City.
- v) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install all storm servicing in Block 41 and any associated works, to the specifications of the City Engineer, at no cost to the City.
- w) The Owner shall address forthwith any deficiencies of the stormwater works, all to the satisfaction of the City.
- x) The Owner's consulting engineer shall certify the development has been designed such that increased and accelerated stormwater runoff from this subdivision will not cause damage to downstream lands, properties or structures beyond the limits of this subdivision. Notwithstanding any requirements for, or any approval given by the City, the Owner shall indemnify the City against any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision.
- y) The Owner shall implement SWM Best Management Practices (BMP's) within this Plan, where possible, to the satisfaction of the City Engineer. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City Engineer.
- z) The Owner shall register against the title of Lots incorporating rear yard catchbasins, which includes Lots 2, 7, 8, 33 and 34 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the agreement of purchase and sale for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.
- aa) If there is known contamination on the site or contamination is encountered on this site, the Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a



File Number: 39T-10501
N. Pasato

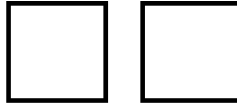
geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "**Schedule A – Record of Site Condition**", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent to the contamination. Should the site be free of contamination, the geotechnical engineer shall provide certification to this effect to the City.

- ab) The Owner agrees that if, during the building or constructing of all buildings or works and services within this subdivision, any deposits of organic materials or refuse are encountered, these deposits shall be reported to the City Engineer and / Managing Director, Development and Compliance Services and Chief Building Official immediately, and if required by the City Engineer/ Managing Director, Development and Compliance Services and Chief Building Official, the Owner shall, at his expense, retain a Professional Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official. If the report indicate the presence of methane gas, then all of the recommendations of the engineer contained in any such report submitted to the City Engineer and Managing Director, Development and Compliance Services and Chief Building Official shall be implemented and carried out under the supervision of the Professional Engineer, to the satisfaction of the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official and at the expense of the Owner, before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to the approval of the City for review for the duration of the approved program.
- If a permanent venting system or facility is recommended in the report, the Owner further agrees to register against the title of each affected Lot and include in the agreement of sale for the conveyance or transfer of each of the affected Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the Owners of the subject Lots must have the required system or facility designed, constructed and monitored to the specifications of the City, and that the Owner must maintain the installed system or facilities in perpetuity at no cost to the City. The report shall also include measures to control the migration of any methane gas to abutting lands outside the Plan.
- ac) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide adequate temporary measures, if necessary, such as easements, catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this Plan.
- ad) The Owner shall make any adjustments to existing services eg. street lights, fire hydrants, trees, traffic calming, etc. to accommodate the proposed lotting pattern on North Wenige Drive, to the satisfaction of the City Engineer, at no cost to the City.
- ae) The Owner shall remove any temporary works when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City Engineer.
- af) The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.
- ag) The Owner shall deliver to all purchasers and transferees of the lots in this Plan, an education package as approved by the Manager of Environmental and Parks Planning that explains the stewardship of natural areas and the value of existing tree cover, all at no cost to the City.
- ah) Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Park Block 41 and Block 42, to the satisfaction of the Manager of Environmental and Parks Planning, and at no cost to the City.
- ai) Within one (1) year of registration of this Plan, the Owner shall implement (at their own cost) the Open Space Buffer Landscape Restoration Plans in Park Blocks 41 and 42, as specified in the approved engineering drawings. Restoration Plans shall be completed to the satisfaction of the Manager of Environmental and Parks Planning.



File Number: 39T-10501
N. Pasato

- aj) Within one (1) year of registration of the Plan, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City standards (SPO 4.8) or approved alternate, along all residential Lots adjacent to Park Blocks and/or Open Space Corridors in accordance with approved engineering plans. Fencing shall be completed at no cost to the City and all to the satisfaction of the Manager of Environmental and Parks Planning.
- ak) The Owner shall not grade into any open space lands. In instances where this is not practical or desirable, any grading into the open space lands shall be to the satisfaction of the Manager of Environmental and Parks Planning.
- al) The Owner shall implement the recommendations contained in the approved Environmental Impact Study (ESG, October 1999), and the approved EIS Addendum Report (Stantec, December 2009), to the satisfaction of the Manager of Environmental and Parks Planning including, but not limited to provision for; buffer zones, re-vegetation/restoration, construction mitigation, and environmental monitoring.
- am) The Owner shall implement the requirements of the City concerning tree preservation measures during all phases of construction. The Owner shall provide monthly status reports to the Manager of Environmental and Parks Planning ensuring the appropriate measures are in place and functioning, prior to and during work on the site.
- an) Within six (6) months after registration of this Plan, the Owner shall transfer Block 42 of this Plan to the City, as parkland, in excess of the required 5% dedication. In exchange for this transfer, the City shall pay the Owner the amount not exceeding \$2,267.00. The current hazard land rate of \$13,590 /ha or \$5,500 / ac has been used to calculate the value; Block 42 has an area of 0.1668 ha @ \$13,590.00 = \$2,266.81.



File Number: 39T-10501
N. Pasato

SCHEDULE 'C'

This is Schedule 'C' to the Subdivision Agreement dated _____ between The Corporation of the City of London and Sifton Properties Ltd. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Rollingacres Place shall have a minimum road pavement width (excluding gutters) of 7.0 metres (23') with a minimum road allowance of 19 metres (62') south of Lot 34 to North Wenige Drive.

- Rollingacres Place shall have a minimum road pavement width (excluding gutters) of 6.0 metres (19.7') with a minimum road allowance of 18 metres (60') north of Lot 34 to Block 41 and south of Block 41 to the corner of Lot 34.

- Rollingacres Place shall have a minimum pavement width (excluding gutters) of 6.0 metres (19.7') with a minimum road allowance of 15.5 metres (50.8') along the frontage of Block 41.

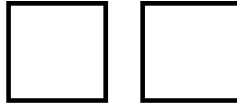
Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of

- (i) Rollingacres Place – on the outside of the boulevard fronting Lots 2 to 23, in Block 41 within 1.0 metres of the road allowance, fronting Lots 40 to 34 and the flankage of Lots 1 and 34.

Pedestrian Walkways

There are no walkways in this Plan of Subdivision.



File Number: 39T-10501
N. Pasato

SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 2014, between the Corporation of the City of London and Sifton Properties Ltd. to which it is attached and forms a part.

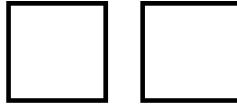
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on the face of the plan):	Nil
Walkways:	Nil
5% Parkland Dedication	Block 41 Dedication of this Block satisfies parkland requirements for this Plan and Draft Approved Plan 39T-99515.
Dedication of land for Parks in excess of 5%:	Block 42 as per Clause 28(an)
Stormwater Management:	Nil

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	Nil
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File Number: 39T-10501
N. Pasato

SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Sifton Properties Ltd. to which it is attached and forms a part.

The total value of security to be supplied to the City is as follows:

CASH PORTION:	\$ 163,052 **
BOND PORTION:	\$ 677,464
TOTAL	\$ 840,516 **

(a) The following security shall be deposited with the City Treasurer at the time of signing this Agreement:

CASH PORTION:	\$ 163,052 **
BOND PORTION:	NIL

(b) The following security shall be deposited with the City Treasurer, before the issuance of a Certificate of Conditional Approval respecting land within this subdivision:

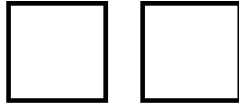
CASH PORTION:	NIL
BOND PORTION:	\$ 677,464

**** Includes \$60,000 for Erosion and Sediment Control Plan security as per Clause q).**

The security shall be supplied to the city in accordance with the policy adopted by the City Council on April 6, 1987, when it approved Clause 15 of the 11th Report of the Planning Committee, and its amendments.

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – General Provisions, which may limit the issuance of a building permit until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION LIEN ACT, R.S.O. 1990.



File Number: 39T-10501
N. Pasato

SCHEDULE 'F'

This is Schedule 'F' to the Subdivision Agreement dated this _____ between The Corporation of the City of London and Sifton Properties Ltd., to which it is attached and forms a part.

Multi-Purpose Easements

There are no multi-purpose or temporary turning circle easements required in conjunction with this Plan.