

File Number: 39T-04503-3

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON MAY 27, 2014
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS CLAYBAR DEVELOPMENTS INC. CLAYBAR SUBDIVISION – PHASE 3 39T-04503-3

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 Claybar Developments Inc. for the subdivisions of land over Part of Lot 23, Concession 5, City of London, County of Middlesex, situated on the north side of Tokala Trail, west of Aldersbrook Gate, and north of Fanshawe Park Road West.

- (a) the attached Special Provisions, (Schedule “C”), to be contained in a Subdivision Agreement between The Corporation of the City of London and Claybar Developments Inc. for the Claybar (Phase 3) Subdivision (39T-04503-3) **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; and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all related documents required to fulfill its conditions.

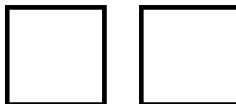
BACKGROUND

This application for Plan of Subdivision Approval was received on July 9, 2004. The entire Claybar subdivision is comprised of a 32 hectare (80 ac.) property located at 1139 Fanshawe Park Road West, east of Hyde Park Road. After a number of modified versions of the plan it was approved by the Approval Authority on October 14, 2009.

The anticipated reimbursements or payment from the Urban Works Reserve Fund for the cost of construction of eligible storm sewers in conjunction with the Plan, is estimated at \$356,502.

The Owner registered the first phase of this subdivision on November 29, 2010, as Plan 33M-623, which consisted of twenty four (24) single family lots, one (1) school block and two (2) multi-family blocks. The second phase consisted of 64 single family detached Lots, three (3) part lot blocks.

This subdivision, consists of 206 single family lots, one (1) walkway block, two (2) park blocks and one (1) future school site, the extension of Watroak Drive and two (2) new local streets, Foxridge Crescent and Sedgefield Row.



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This report and Special Provisions have been prepared in consultation with the City’s Solicitors Office and have been reviewed with the Owner.

A copy of the location plan (Schedule “A”) and the plan of subdivision (Schedule “D”) is attached for the information of the Committee.

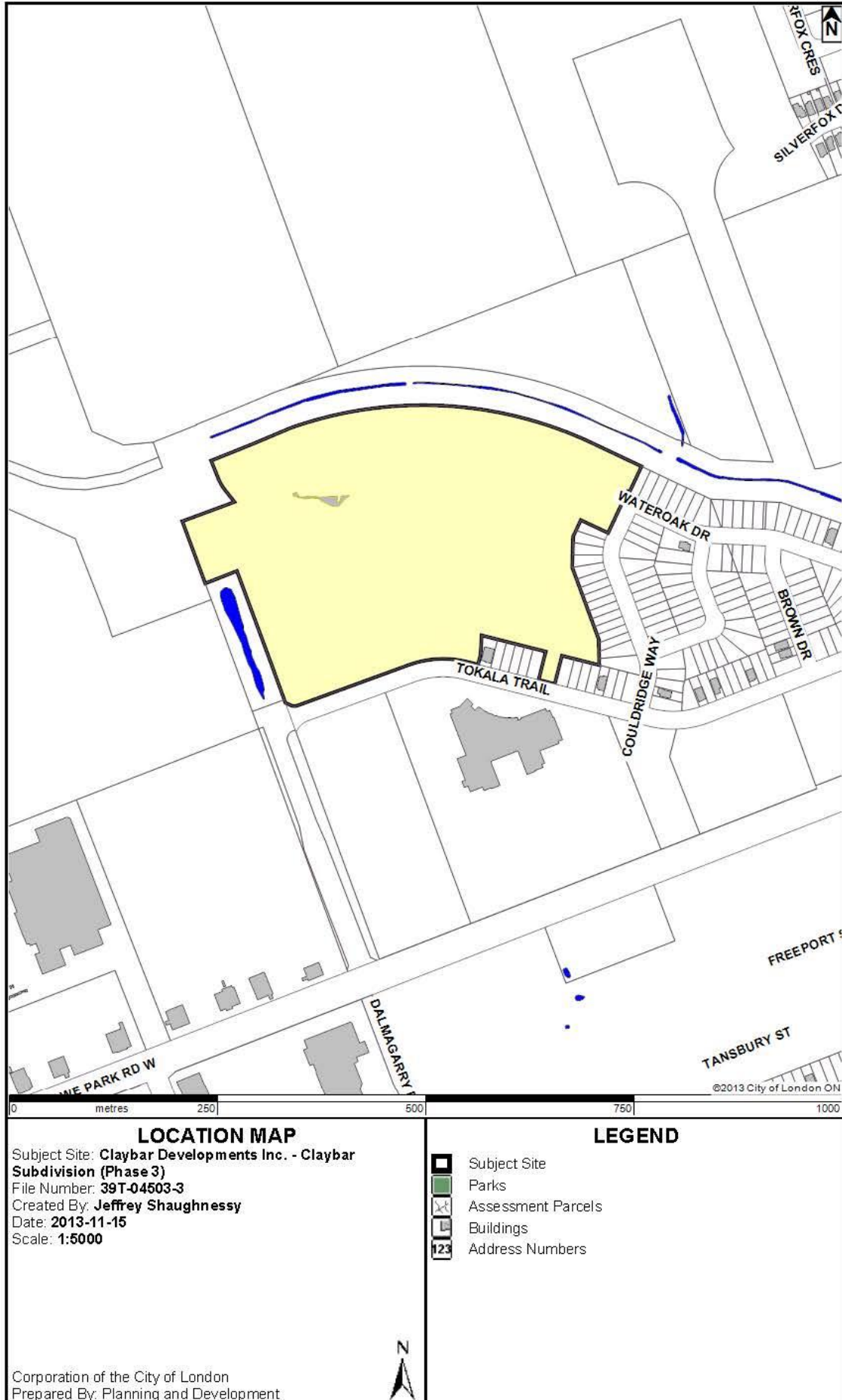
RECOMMENDED BY:	REVIEWED BY:
CRAIG SMITH SENIOR PLANNER, DEVELOPMENT SERVICES	ALLISTER MACLEAN MANAGER OF DEVELOPMENT PLANNING
CONCURRED BY:	SUBMITTED BY:
TERRY GRAWAY MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

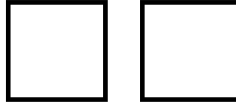
CS/fg
Attach.
May 13, 2014



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Schedule A – Location Map





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Schedule B – FINANCE

Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General - Storm sewer subsidy	\$356,502
Claims from Urban Works Reserve Fund - Stormwater Management	Nil
Capital Expense	Nil
Other	Nil
Total	\$356,502
Estimated Revenues - This Agreement (2014 rates)	
CSRF	\$4,709,627
UWRF	\$804,028
Total	\$5,513,654

1. Estimated Costs are based on approximations provided by the applicant. Final claims will be determined based on the terms of the subdivision agreement and the applicable By-law.
2. Estimated Revenues are calculated using January 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.
3. 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.
4. The Owner should take note that there are currently significant delays in payment of claims from the Urban Works Reserve Fund.
5. New requirements of developer constructed works will be incorporated into the new DC By-law. The new requirements generally involve greater application of City procurement practices to work completed under agreements under the Planning Act and greater documentation prior to initiation of work.

Reviewed By:

Peter Christiaans
Director, Development Finance



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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) Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) For the removal of the temporary turning circle on and adjacent to Lots 39 and 40 in this Plan and on Part 12, Plan 33R-18005, an amount of \$20,000;
- (b) The Owner shall undertake the work at the Owner's entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim under this section.

If the Owner alleges an entitlement to any reimbursement or payment from the Urban Works Reserve Fund (the "Fund") either as a result of the terms hereof or pursuant to the requirements of City of London By-law C.P.-1473-212 as amended (the "Development Charges By-law"), the Owner may, upon receipt of a Certificate of Conditional Approval pursuant to Clause 9 of the general provisions hereof, make application to the said Fund for payment of the sum alleged to be owing, and as confirmed by the City and the payment will be made pursuant to the by-law and any policy established by Council to govern the administration of the said Fund.

It is further understood by the Owner that no words or phrases used in this Agreement relating to the calculation of any credits due the Owner or entitlements from the Fund or elsewhere shall be interpreted as an obligation or promise on the part of the City to pay from the said Fund except in conformity with the By-law and policies governing the administration thereof as provided in this clause above and no payment shall be made except from the said Fund and only after appropriate application is made as herein set out.

The City may plead this Agreement as an estoppel against any application or action whatsoever to challenge the validity of this Agreement, the Development Charges By-law or the Fund. In addition, the Owner agrees that in the event that the Fund does not have sufficient funds to pay the Owner's claim by reason of an order or judgement of a Court of Law or, that the Development Charges By-law is void or invalid for any reason, the Owner will not seek further or other reimbursement from the City.

If the Owner undertakes work subject to a claim under this section it shall not seek a credit under Section 38 of the *Development Charges Act* and this clause may be pleaded in any complaint, action, application or appeal to any court or tribunal in which the Owner who is entitled to make a claim against the Fund seeks a credit under Section 38.

The anticipated claims against the Fund are for the construction of eligible storm sewers in conjunction with the Plan, at the subsidized rate contained in the By-law and at an estimated cost of which is \$356,502.

- (c) Where the Owner undertakes works at their entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim and the claim is made from the Urban Works Reserve Fund, the City Services



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Reserve Fund or the Capital Works Budget, the Owner shall comply with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1473-212 as amended (the "Development Charges By-law"). For any claim from any fund, the Owner must comply with the rules of eligibility applied under Schedule 7 Sections 1.6, 1.7, 1.8 and 1.9, of the above by-law including requirements for tendering and completeness of claims.

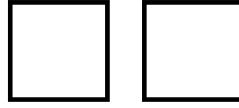
(d) In the event that the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted blocks in this Plan to the specifications of the City and at the Owner's entire expense. The City may require additional inspections 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. 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.

(e) The Owner shall adhere to the geotechnical engineer's recommendation with respect to the placement of engineering fill, the decommissioning of the existing Heard Drain in this subdivision, 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 under the full time supervision of the geotechnical engineer. 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 and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.

The Owner shall register against the title of each Lot and Block within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot and Block 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.

(f) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have a qualified consultant confirm all recommendations in the geotechnical 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, the impact on the water balance, and the decommissioning of the existing Heard Drain in this subdivision, to the satisfaction of the City Engineer.



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- (g) The Owner shall construct a fully serviced road over Part 12 on Plan 33R-18005 for the extension of Waterloo Drive outside this Plan to service this Plan, including a temporary turning circle over Lots 39 and 40 in this Plan, all to the specifications of the City Engineer and at no cost to the City. At a time deemed appropriate by the City, the City shall establish Part 12 on Plan 33R-18005, as a public highway and name it "Wateroak Drive".
- (h) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct the extension of Waterloo Drive outside this Plan over Part 12 in Plan 33R-18005 with all underground servicing and a minimum of Granular 'B' road consistent with the servicing of Waterloo Drive within this Plan as required herein, all to the specifications of the City Engineer and at no cost to the City.
- (i) The Owner shall maintain the extension of Waterloo Drive over Part 12, Plan 33R-18005 until construction is fully complete, all deficiencies are cleared, a Certificate of Completion of Works covering the road construction has been issued to the City by the Owner's Consulting Professional Engineer and the road is assumed by the City, all to the satisfaction of the City Engineer, at no cost to the City.
- (j) Prior to the issuance of a Certificate of Conditional Approval for Lots 39 to 41 in this Plan, the Owner shall install and make operational all municipal and private services to service Lots 39 to 41 within Part 12, Plan 33R-18005, all to the specifications of the City Engineer, at no cost to the City.
- (k) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a temporary turning circle (including a barricade) at the north limit of Waterloo Drive, over Part 12, Plan 33R-18005 and on Lots 39 and 40 in this Plan, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Waterloo Drive, all as shown on this Plan of Subdivision and over Part 12 in Plan 33R-18005, prior to its extension to the north of the said Part 12, the Owner shall pay to the City at the time of the assumption of this subdivision, the amount estimated by the City, to be the cost of the future removal the temporary turning circle at the north limit of Waterloo Drive over Part 12, Plan 33R-18005 and Lots 39 and 40 in this Plan; and completing it as a fully serviced road including, but not limited to, the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, street lights and restoring adjacent lands (including the relocation of any driveways) all to the specifications of the City. The estimated cost, including legal fees for releasing easements and completing the above-noted work on this street and adjacent lands is \$20,000 for which amount sufficient security is to be provided in accordance with Condition 28(a). The Owner shall provide the cash payment to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands adjacent to this Plan of Subdivision develop with the northerly extension of Waterloo Drive; and the temporary turning circle and barricade is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

- (l) The Owner shall hold Lots 39 and 40 in this Plan out of development until Waterloo Drive is extended north of Plan 33R-18005; the temporary turning circle over these Lots is no longer required; and Waterloo Drive adjacent to these Lots has been constructed as a fully serviced road, all to the satisfaction of the City Engineer, at no cost to the City.
- (m) The Owner shall register against the title of Lots 39 and 40 in this Plan, and shall include in the agreement of purchase and sale for the transfer of each of the said Lots, a covenant by the purchaser or transferee stating that the purchaser or

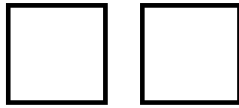


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transferee of the Lots shall not develop the said Lots until Waterlooak Drive is extended north of the said Lots in future; the temporary turning circle on the said Lots is no longer required; and Waterlooak Drive adjacent to these Lots has been constructed as a fully serviced road, all to the satisfaction of the City Engineer.

- (n) 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 Fanshawe Park Road via Dalmagarry Road and Tokala Trail adjacent to this Plan, unless otherwise approved by the City Engineer. The Owner further agrees that no construction traffic contracted by the Owner for the construction of services and dwelling units 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. 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 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.
- (o) 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 Engineer and at no cost to the City:
- (i) a fully serviced road connection where Waterlooak Drive in this Plan joins with Waterlooak Drive in Plan 33M-655, including all underground services and related works;
 - (ii) a fully serviced road connection where Foxridge Crescent in this Plan joins with Tokala Trail in Plan 33M-623, including all underground services and related works;
 - (iii) a fully serviced road connection where Sedgefield Row in this Plan joins with Tokala Trail in Plan 33M-623, including all underground services and related works;
 - (iv) a sanitary sewer connection and pathway/maintenance access and drainage works in Part 13, Plan 33R-18005 (the Heard Drain corridor) adjacent to Block 206 in this Plan;
 - (v) private service connections (e.g. water, storm and sanitary) to service Lots 1 to 4, Lots 199 to 203 and Block 204 in this Plan from the City's water and sewer systems on Tokala Trail in Plan 33M-623 and make all restorations as needed;
 - (vi) a fully serviced road on Parts 12, Plan 33R-18005 (Wateroak Drive) with the exception of a temporary turning circle, including all underground services and related works as well as sanitary private drain connections to service Lots 39 to 41 in this Plan from the City's existing sanitary sewer in the said Part 12, Plan 33R-18005; and
 - (vii) all road work, servicing and utility adjustments on Tokala Trail In Plan 33M-623 to accommodate the servicing and development of Lots 1 to 5, Lots 199 to 203 and Block 204 in this Plan.

The Owner shall complete all work on the said existing street(s) and lands in accordance with current City standards, procedures and policies, and restore the



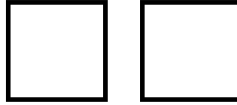
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road(s) and lands, and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its professional engineer for all works to be constructed on Waterloo Drive, Foxridge Crescent, Sedgefield Row and Tokala Trail and in Parts 12 and 13, Plan 33R18005 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.

- (p) 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".
- (q) Prior to the issuance of any Certificate of Conditional Approval in this Plan, the Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan and the adjacent areas.
- (r) The Owner shall register against the title of Block 204 in this Plan, and shall include in the agreement of purchase and sale or lease for Block 204 in this Plan giving notice that there may be some restrictions for driveway access as required by the City Engineer due to the abutting the traffic calming circle and associated diverter islands on Tokala Trail at Dalmagarry Road.
- (s) The Owner shall register against the title of all Lots on Waterloo Drive and Sedgefield Road in this Plan, and shall include in all agreements of purchase and sale or lease for the transfer of each of the said Lots, a covenant by the purchaser or transferee stating that traffic calming measures, including speeds cushions and reduced road widths (eg. curb extension bulb-outs with parking bays), shall be installed as traffic control devices on those streets and that Lots adjacent to these devices are to have driveways located away from these devices, to the satisfaction of the City Engineer.



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(t) The Owner shall construct Waterlooak Drive with curbs and base asphalt, including the curb extension bulb-outs (without parking bays) on Waterlooak Drive at the intersections of Sedgefield Row and Couldridge Way to the satisfaction of the City Engineer and no cost to the City.

(u) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install and maintain signs indicating Future Speed Cushion Locations on Waterlooak Drive and Sedgefield Row in locations identified by the City Engineer, adjacent to the speed cushion location that indicate Future Speed Cushion Location, all to the satisfaction of the City Engineer and at no cost to the City.

The Owner shall install speed cushions, including associated signage and pavement markings, as traffic calming measures on Waterlooak Drive and Sedgefield Row in locations identified by the City Engineer, at the time of placing the top coat of asphalt, to the satisfaction of the City, at no cost to the City.

(v) Prior to the issuance of any Certificate of Conditional Approval for lots on Foxbridge Crescent, the Owner shall construct the road, including median islands, with curbs and base asphalt, on Foxridge Crescent, to the satisfaction of the City Engineer.

(w) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct all private service connections to service Lots 1 to 4 inclusive, Lots 199 to 203 inclusive, and Block 204 in this Plan from the City's water and sewer systems on Tokala Trail in Plan 33M-623 and make all restorations, as needed, to the satisfaction of the City Engineer, at no cost to the City.

(x) The Owner shall construct the watermains to service the Lots in this Plan and connect them to the City's existing water supply system, being the 200 mm diameter water main on Waterlooak Drive in Plan 33M-655 and the 300 mm diameter water main on Tokala Trail in Plan 33M-623, to the specifications of the City Engineer.

The Owner shall provide looping of the water main system, as required by and to the satisfaction of the City Engineer.

(y) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have it's professional engineer confirm water quality requirements for the watermain in this Plan and/or implement the accepted recommendations in the accepted water quality report, by the use of the following, all to the satisfaction of the City Engineer, at no cost to the City:

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. 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.

(z) Prior to the issuance of any Certificate of Conditional Approval in this Plan, the Owner shall designate to the City which lots in the Plan the Owner initially wants to remove from the h-100 holding provision, up to the maximum number of lots that may develop without restrictions with respect to looping the watermain system.

The Owner shall not request the release of any holding provisions on lots/blocks in this Plan until the restriction of a looped watermain system has been satisfied,



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to the satisfaction of the City Engineer.

aa) The Owner shall register against the title of Block 204 in this Plan, and shall include in all agreements of purchase and sale or lease for the transfer of each of the Blocks, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

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

In the event that this Plan and this Agreement are not registered before May, 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.

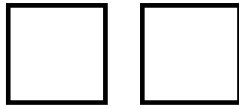
The Owner acknowledges that sewage treatment capacity at the Greenway and/or Adelaide Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

ac) The Owner shall construct the sanitary sewers to service the Lots in this Plan and connect them to the City's existing sanitary sewage system being the 250 mm diameter sanitary sewer stub located in Part 13, Plan 33R-18005 adjacent the north limit of Block 206 in this Plan, the 200 mm diameter sanitary sewer on Waterloo Drive at the east limit of this Plan, the 200mm diameter sanitary sewer on Tokala Trail in Plan 33M-623, and the 375 mm diameter sanitary sewer within Part 12, Plan 33R-18005 (Wateroak Drive extension). 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.

ad) Prior to the issuance of any Certificate of Conditional Approval for this Plan, the appropriate sanitary and storm sewers, and overland storm water flow routes within this Plan shall be constructed and operational to provide outlets for the sanitary and storm sewers, and overland storm water flow routes on Tokala Trail in Plan 33M-623 for all Lots and Blocks in Plan 33M-623 to be serviced through this Plan (e.g. Block 28, Plan 33M-623), to the satisfaction of the City Engineer and at no cost to the City.

ae) 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:

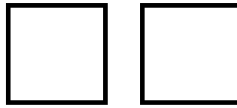
(i) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed in



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conjunction with the 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;
 - (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) Ensuring 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;
- af) 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.
- ag) The Owner shall construct the storm sewers (minor storm system) to service the Lots and Blocks in this Plan, which is located in the Medway Creek Subwatershed, and connect them to the unassumed storm sewer systems being the 1650 mm diameter storm sewer on Waterloo Drive in Plan 33M-655; and the 375 mm and 900 mm diameter storm sewers on Tokala Trail in Plan 33M-623, all outletting to the Heard Drain via the existing Fox Hollow SWM Facility # 2 (to the east of this Plan), to the satisfaction of the City Engineer.
- The Owner shall direct the major storm system flows from this Plan to the existing realigned Heard Drain abutting the north boundary of this Plan through Park Block 209 in this Plan, all to the satisfaction of the City Engineer.
- The storm sewers and overland flow routes 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.
- ah) The Owner shall have its consulting professional engineer supervise the construction of the stormwater servicing works, including any temporary works, in



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compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:

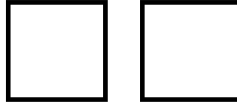
- (i) The City's SWM criteria and environmental targets for the Medway Creek Subwatershed Study;
 - (ii) The preferred Storm/Drainage and SWM Servicing option of the accepted addendum to the Municipal Class EA for the Fox Hollow lands and the accepted Fox Hollow Functional Design Report;
 - (iii) The approved Functional Design Report for the proposed SWM Facility # 2 and the Fox Hollow storm/drainage and SWM system;
 - (iv) The approved storm/drainage and SWM servicing works Design Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - (v) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - (vi) The City of London Design Specifications and Requirements Manual, as revised;
 - (vii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of the relevant SWM agencies including the City, the Ministry of the Environment and the Upper Thames River Conservation Authority.
- ai) The Owner acknowledges that the City shall retain the existing easement ER682815 (registered December 23, 2009, in accordance to the Heard Drain agreement, dated December 1, 2009) over Lots 34, 35, 36, 37, and 38 in this Plan for construction purposes to allow the City to undertake the excavation, disposal and grading on the said Lots necessary to match grades adjacent to the boundary of the Fox Hollow SWM Facility # 1 (South Cell), all to the satisfaction of the City Engineer, at no cost to the City.
- When the Fox Hollow SWM Facility # 1 (South Cell) is constructed and operational, and the above-noted easements over Lots 34, 35, 36, 37, and 38 in this Plan are no longer required in conjunction with the construction of the said Facility, the City will quit claim the easements over the said Lots, as determined by the City Engineer, at no cost to the City.
- aj) The Owner shall co-ordinate the work associated with this Plan with the City's proposed construction of the Fox Hollow SWM Facility # 1 (South Cell) adjacent to this Plan, to the satisfaction of the City Engineer, at no cost to the City.
- ak) The Owner shall ensure the grading of all Lots in this Plan is compatible with the grading on the City lands adjacent to this Plan such as the realigned Heard Drain abutting the north boundary of this Plan; the Fox Hollow SWM Facility # 1 (South Cell); and Parts 11, 12 and 13 in Plan 33R-18005, all to the satisfaction of the City Engineer, at no cost to the City.
- al) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete the following, in accordance with approved design criteria and accepted drawings, with respect to relocating the existing temporary channel within this Plan that services the existing temporary private SWM Facility abutting the west limit of this Plan and Plan 33M-623, to the satisfaction of the City Engineer, at no



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cost to the City:

- i) make all necessary arrangements with the owner of the existing temporary private SWM Facility abutting the west limit of this Plan (Calloway REIT (Fox Hollow) Inc.), the Owner of Plan 33M-623 and the City for the construction a relocated temporary channel within this Plan over Lots 34, 35, 36, 37, and 38 in this Plan; and over Parts 11 and 13 in Plan 33R-18005 to substantially replace the existing temporary channel to redirect the storm water flows in those channels to the outlet of the Fox Hollow SWM Facility # 1;
 - ii) decommission the section of the existing temporary private channels, located over Lots 33, 34 and 42, Block 205 and Waterloo Drive in this Plan, that is no longer required;
 - iii) quit claim the section of the existing private easement for the existing temporary private channels that are no longer required as indicated in iii) above;
 - iv) following the relocation of the existing temporary channels, decommission the original Heard Drain within this Plan, as recommended by the Owner's geotechnical engineer, including filling in the original Drain with suitable engineered fill material; and
 - v) complete and make operational all temporary and permanent storm/drainage and SWM servicing works, including major and minor storm flow routes to service this Plan.
- am) The Owner shall protect and not disturb the section of the original Heard Drain located within this Plan and the existing temporary SWM channels located within this Plan (hereinafter referred to as "existing temporary channels") that service Plan 33M-623 as well as the private temporary SWM Facility abutting the west limit of this Plan (owned by Calloway REIT (Fox Hollow) Inc.); and shall not construct any works, services or grading within the vicinity of the said Drain and works in this Plan until the said existing temporary channels are relocated to redirect the storm water flows in those channels to the outlet of the Fox Hollow SWM Facility # 1, to the satisfaction of the City Engineer, at no cost to the City.
- an) The Owner shall register on title and include in all Purchase and Sale Agreements for all Lots and Blocks in this Plan a covenant by the purchaser or transferee to not develop or build on any Lots and Blocks in this Plan until the following are completed to the satisfaction of the City Engineer:
- i) the existing temporary channels within this Plan are relocated;
 - ii) the original Heard Drain within this Plan is decommissioned;
 - iii) all pertinent existing temporary drainage works within this Plan are removed; and
 - iv) all appropriate storm water works within this Plan are constructed and operational.
- ao) Prior to the issuance of any Certificates of Conditional Approval for Lots 33, 34, 35, 36, 37 and 38 in this Plan, the Owner shall make arrangements with the owner of the abutting lands to the west (Calloway REIT (Fox Hollow) Inc.) to have the stormwater flows from the existing temporary private SWM Facility on the said abutting lands redirected to the Fox Hollow SWM Facility # 1 (South Cell) through the ultimate storm servicing in the Foxwood Subdivision (39T-11503) lands to the west (when available), consistent with the conditions in the



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Development Agreement between Calloway Reit (Fox Hollow) Inc. and the City. Once all of the said storm water works are constructed and operational, the private temporary SWM channel in the said Lots may be decommissioned and the Lots restored, all to the satisfaction of the City Engineer, at no cost to the City.

When the relocated private temporary SWM channel is decommissioned and no longer required to service the said temporary private SWM Facility (owned by Calloway Reit (Fox Hollow) Inc.), the Owner shall claim the private easements for the said temporary channel over Lots 33, 34, 35, 36, 37 and 38 in this Plan, at no cost to the City.

ap) The Owner shall register on title and include in all Purchase and Sale Agreements for the Lots in this Plan that are affected by the relocated temporary channels (Lots 33, 34, 35, 36, 37 and 38 in this Plan) needed to service the temporary private SWM Facility adjacent to this Plan (owned by Calloway REIT (Fox Hollow) Inc.), as shown on the accepted plans and drawings, a covenant by the purchaser or transferee of the affected Lots to not develop or build on the said Lots until such time as the following are completed, to the satisfaction of the City Engineer:

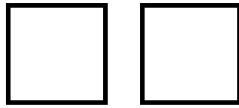
- i) the ultimate minor and major storm system outlets replacing the said temporary private SWM Facility are constructed and operational over lands to the west of this Plan (eg. Fox Hollow SWM Facility # 1 (South Cell) and the Foxwood Subdivision, Draft Plan 39T-11503) to receive and redirect the storm water flows currently directed to the said temporary private SWM Facility and channel ; and
- ii) decommissioning of the said temporary private SWM Facility adjacent to this Plan and temporary channel over the said Lots.

aq) The Owner acknowledges that the City shall retain the existing easement ER682815 (registered December 23, 2009, in accordance to the Heard Drain agreement, dated December 1, 2009) over Lots 1, 2, 3, 4, 5, 6, 7, 33 and 34; and Blocks 204 and 205 in this Plan for the existing temporary storm channel servicing Plan 33M-623, all to the satisfaction of the City Engineer and at no cost to the City should such easement not be established at the time this Plan is registered. The said easements are to remain in place until the existing temporary storm channel servicing the temporary SWM Facility (owned by Calloway REIT (Fox Hollow) Inc.) is relocated; the original Heard Drain within this Plan is decommissioned; the major/minor storm systems in this Plan are constructed and operational to service both this Plan and Plan 33M-623; and the existing temporary storm outlet within this Plan that services Plan 33M-623 is decommissioned, all to the satisfaction of the City Engineer.

When the easements for the temporary storm outlet servicing Plan 33M-623 are no longer required, as determined by the City Engineer, the City will quit claim the easements needed for that temporary outlet over the said Lots and Blocks, at no cost to the City.

ar) Prior to the issuance of any Certificate of Conditional Approval for Lots 1, 2, 3, 4, 5, 6, 7, 33 and 34; and Blocks 204 and 205 in this Plan, the Owner shall decommission the existing temporary channel and associated works over the said Lots and Blocks in this Plan that currently services Plan 33M-623 (following the minor and major storm systems needed to service this Plan being constructed and operational to also service Plan 33M-623), all to the satisfaction of the City Engineer, at no cost to the City.

as) The Owner shall register on title and include in all Purchase and Sale Agreements for Lots 1, 2, 3, 4, 5, 6, 7, 33 and 34; and Blocks 204 and 205 in this



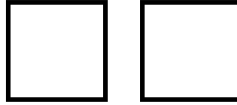
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Plan a covenant by the purchaser or transferee to not develop or build on the said Lots and Blocks until the minor and major storm systems in this Plan are constructed and operational; and the existing temporary channel on the said Lots and Blocks in this Plan servicing Plan 33M-623 is decommissioned, all to the satisfaction of the City Engineer.

- at) In the event that the Owner constructs temporary stormwater works, the Owner shall complete the following until the said works are decommissioned to the satisfaction of the City Engineer, and at no cost to the City:
- i) Operate, monitor and maintain the temporary works;
 - ii) Remove and dispose of any sediment from the temporary works to an approved site;
 - iii) Address forthwith any deficiencies of the temporary works; and
 - iv) Decommission the temporary works within six months of the permanent works being constructed and operational.

The Owner shall be responsible for all costs related to the temporary works including decommissioning and any redirection of sewers and overland flow routes.

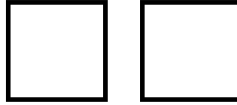
- au) The Owner shall make all necessary arrangements with the abutting property owners to regrade on the abutting properties, where necessary, to accommodate the grading and servicing of this Plan to City standards, to the satisfaction of the City.
- av) The Owner shall implement and monitor all erosion 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 correct any deficiencies of the erosion and sediment control measures forthwith.
- aw) 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.
- ax) The Owner shall have its professional geotechnical engineer address all geotechnical issues and all required setbacks related to slope stability and adequacy of outlet systems conveyance capacities during post development conditions, all to the satisfaction of the City Engineer and the Upper Thames River Conservation Authority.
- ay) The Owner shall address forthwith any deficiencies of the stormwater works, all to the satisfaction of the City Engineer, and at no cost to the City.
- az) Prior to assumption of this Plan, the Owner shall operate, monitor and maintain the stormwater works. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
- ba) Prior to registration of this Plan, 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



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lands, properties or structures beyond the limits of this subdivision. Notwithstanding any requirements of 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.

- bb) The Owner shall register against the title of Lots incorporating rear yard catchbasins, which includes Lots 7, 8, 12, 13, 15, 16, 19, 20, 26, 27, 28, 29, 31, 32, 84, 85, 88, 89, 92, 93, 96, 97, 98, 99, 101, 102, 113, 114, 116, 117, 187, 188, 195 and 196 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.
- bc) The Owner shall register against the title of Lots with reduced sewer easements, which includes Lots 33, 34, 100, 101, 137 and 138 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 building locations restricted by the easement and the associated underside of footing (U.S.F.) elevations, by not constructing any structure in the easement and not disturbing the sewers and the easements. This protects the sewers from damage or adverse effects during and after construction. The building locations (restricted by the easements) and the 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.
- bd) 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 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.
- be) 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 must 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 will, 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



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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.

- bf) 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 boundaries of this Plan, all to the satisfaction of the City Engineer, at no cost to the City.
- bg) Prior to assumption of this Plan, the Owner shall provide any temporary measures, including grading and drainage works, along the boundaries of this Plan and remove any temporary measures when no longer required at that time and restore the land, as deemed necessary and to the satisfaction of the City Engineer.
- bh) Prior to the issuance of any Certificate of Conditional Approval for Lots 1 to 5 inclusive, Lots 199 to 203 inclusive and Block 204 of this Plan, the Owner shall make any adjustments to existing services on Tokala Trail in Plan 33M-623 eg. street lights, fire hydrants, trees, traffic calming, etc., as needed, to accommodate the proposed developments of Lots 1 to 5 inclusive, Lots 199 to 203 inclusive and Block 204 in this Plan fronting that street, to the satisfaction of the City Engineer, at no cost to the City.
- bi) Concurrent with the registration of this Plan, the Owner shall provide all necessary private easements to the owners of Lots 134 to 141 inclusive; Lots 152 to 156 inclusive; Lots 166 to 170 inclusive and Lots 197 and 198 in this Plan over the entire front yards of the Lots abutting both sides of the said Lots (specifically Lots 133 to 142 inclusive; Lots 151 to 157 inclusive; Lots 165 to 170 inclusive and Lots 196 to 198 in this Plan with a minimum distance of 6.0 metres from the street line for the maintenance, repair and replacement of non-standard services to the said Lots, to the satisfaction of the City Engineer and at no cost to the City.
- bj) The Owner shall make all necessary arrangement to combine Block 204 in this Plan with the abutting lands to the west (being Part 20, Plan 33R-17347) to create a single developable site to be serviced through this Plan, to the satisfaction of the City Engineer. The Owner shall hold the above-noted Block out of development until it can be combined with adjacent lands to create a single



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developable site. Should these lands not be combined, the Owner shall provide services to Part 20, Plan 33R-17347 and any necessary easements required over the said Block for the necessary servicing of that Part, to the satisfaction of the City Engineer and at no cost to the City.

- bk) The Owner shall register on title and include in all Purchase and Sale Agreements for Block 204 in this Plan abutting lands to the west (being Part 20, Plan 33R-17347), a covenant by the purchaser or transferee such that the above-noted Block is to be held out of development until it can be combined with adjacent lands to create a single developable site. Should these lands not be combined, the Owner shall provide services to Part 20, Plan 33R-17347 and any necessary easements required over the said Block for the necessary servicing of that Part, to the satisfaction of the City Engineer and at no cost to the City.
- bl) Within one (1) year of registration of this Plan, the Owner shall construct a walkway/maintenance access over Block 207 in this Plan, with connections to the sidewalks and roads on Foxridge Crescent and Waterloo Road for the City to maintain as a walkway, to the satisfaction of the City Engineer, at no cost to the City. The walkway/maintenance access on Block 207 shall be modified from City standards to include a minimum 3.2 metre wide concrete surface (to accommodate access to the proposed sewers), low maintenance vegetation adjacent to the concrete surface, fencing, trees, walkway lighting, etc. as required by the City, at no cost to the City.
- bm) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make arrangements, financial and otherwise, with the City for the construction of all works required for the servicing of this Plan within the Heard Drain corridor (Part 13, Plan 33R-18005) (eg. sanitary sewer connection, pathway/maintenance access connection, grading, drainage works, temporary SWM channel works (Calloway REIT), erosion protection in the Drain), at no cost to the City, to the satisfaction of the City Engineer.
- With respect to the temporary SWM channel works, within one (1) week of the issuance of substantial completion, the Owner shall provide payment for the construction of works under taken by the City associated with the realignment of the Calloway REIT temporary SWM Facility Outlet channel located on City owned lands, estimated in the amount of \$27,090.54 as identified in the Informal Quotation which closed on April 4, 2014, in accordance with the City's "Procurement of Goods and Services Policy."
- bn) The Owner shall register on title and include in all Purchase and Sale Agreements for all Lots in this Plan abutting the Heard Drain Open Space SWM lands (Part 13, 33R-18005) in this Plan, a covenant by the purchaser or transferee such that should the property owner wish to install a fence on the property line between the owner's Lot and the said Open Space SWM lands, the owner shall install the fencing in accordance with current City park standards (SPO 4.8) or approved alternative, to the satisfaction of the City, at no cost to the City.
- bo) Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the City.
- bp) Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to the open space, and education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City.



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- bq) The Owner shall obtain all necessary permits from the UTRCA prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the UTRCA.
- br) The Owner shall register on title and include in all Purchase and Sale or Lease Agreements for Lot 5 of this Plan, the requirement that the home shall be required to be designed and constructed to have a side entry garage, with driveway access from Sedgefield Row, a main entry of the home which fronts the Tokala Trail and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the Takola Trail.
- Prior to the submission of any application for a building permit for Lot 5 of this Plan, Claybar Developments Inc. shall review and endorse the application for building permit, and shall submit, at the time of an application for building permit, a certificate of compliance confirming that the home to be constructed on this Lot has the required side entry garage with the driveway access from Sedgefield Row, the main entry of the home facing Tokala Trail, all to the satisfaction of the Chief Building Official.
- bs) Prior to the issuance of any Certificate of Conditional Approval or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway, Block 205 in this Plan, in accordance with City Standard No. SR-7.0. and all to the satisfaction of the City.
- bt) Prior to the issuance of any Certificate of Conditional Approval or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the park block, Block 207 in this Plan, in accordance with City Standard No. SPO-4.8, all to the satisfaction of the City.
- bu) Within two (2) years of registration of this Plan, the Owner shall grade, service and seed the Park Block identified as Part 11 in 33R-18005 on the Claybar Phase 3 approved plan of subdivision to the satisfaction of the City.
- bv) If the above condition is not satisfied within two (2) years of registration of this Plan, the Owner shall develop a temporary park with play equipment as per current City Standards at no cost to the City on the proposed elementary school Block 204 or another suitable block as agreed to by the Manager of Environmental and Parks Planning. The Owner will be reimbursed by the City for the costs attributed to the playground equipment and the original installation within three (3) years of the installation of the temporary park.
- bw) Within one (1) year of registration of this 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 and blocks adjacent to Park Blocks and/or Open Space Corridors in accordance with approved engineering plans. Fencing shall be completed to the satisfaction of the City.
- bx) 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 City.
- by) The Owner shall implement the requirements of the City concerning sedimentation and erosion control measures during all phases of construction. The Owner shall provide bi-monthly status reports to the Managing Director, Development and Compliance Services and Chief Building Official and the City Engineer ensuring the appropriate measures are in place and functioning, prior to and during work on the site, unless otherwise directed in writing by the General Manager of Planning and Development or City Engineer.

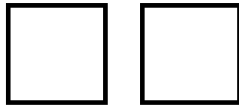


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- bz) The Owner shall implement the requirements of the City concerning tree preservation measures during all phases of construction. The Owner shall provide monthly status reports to the Manager of Environmental and Parks Planning ensuring the appropriate measures are in place and functioning, prior to and during work on the site.

- ca) The Owner shall dedicate to the City Block 206 and 207 of this Plan, as the required parkland dedication for Plan 33M-623 (Phase 1) and 33M-655 (Phase 2) of this development. The parkland dedication for the remaining lands will be provided through cash-in-lieu payment prior to the issuance of a building permit as per By-law CP-9.

- cb) The Owner shall construct the driveways for each Lot or Block in compliance with the approved on street parking plan for this subdivision, attached as **Schedule "N"** to this Agreement and in compliance with the City's Zoning By-law. Prior to assumption of the subdivision by the City, the Owner shall have its Consulting Engineer/Surveyor certify for each Lot or Block to the satisfaction of the Managing Director, Development & Compliance Services and Chief Building Official that the location and width of the as built driveways complies with the approved parking plan and is in compliance with the City's Zoning By-law. Further, the Owner shall rectify any deficiencies identified by the Consulting Engineer/Surveyor at no costs to the City.



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICES

Roadways

- Waterlooak Drive and Part 12 in Plan 33R-18005 shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres in accordance with the conditions in this Agreement.
- Sedgfield Row and Foxridge Crescent shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Waterlooak Drive in this Plan and the extension of Waterlooak Drive over Part 12, Plan 33R-18005.

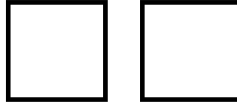
A 1.5 metre (5 foot) sidewalk shall be constructed on one side of:

- (i) Sedgfield Row – west boulevard
- (ii) Foxridge Crescent – outside boulevard

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkway shall be constructed on Block 205 of this Plan.

A combined pedestrian walkway/maintenance access 3.2 metres wide shall be constructed on Block 207 of this Plan in accordance with the conditions in this Agreement.



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SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 2014, between the Corporation of the City of London and Claybar Developments Inc. 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:	Blocks 205
5% Parkland Dedication	Cash-in-lieu is required as per City of London By-law CP-9. Block 206 and Block 207 of this Plan shall be dedicated as a requirement of park land dedication for registered plans 33M-623 and 33M-655.
Dedication of land for Parks in excess of 5%:	
Stormwater Management:	Nil

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	Block 204
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SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Claybar Developments Inc. 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:	\$ 538,041 **
BOND PORTION:	\$3,722,940
TOTAL	\$4,260,981 **

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

CASH PORTION:	\$ 538,041 **
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:	\$3,722,940

**** Includes \$60,000 for Erosion and Sediment Control Plan security as per Clause 28 aw).**

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-04503-3

SCHEDULE 'F'

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

Multi-Purpose Easements

- a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, on an alignment and of sufficient width within this Plan acceptable to the City Engineer as follows:
 - (i) On Lots 100, 101, 137 and 138 in conjunction with the storm/sanitary servicing in Block 207 in this Plan; and
 - (ii) On Lots 33 and 34 for storm servicing in Block 205 in this Plan.

- b) The Owner shall provide private temporary easements to Calloway REIT (Fox Hollow) Inc. over Lots 33 to 38 in this Plan for Calloway REIT (Fox Hollow) Inc. to construct the relocation of the private temporary SWM channel over the said Lots to service the Calloway REIT (Fox Hollow) Inc. temporary SWM Facility adjacent to this Plan, at no cost to the City.

- c) The Owner shall provide all necessary private easements to the owners of Lots 134 to 141; Lots 152 to 156; Lots 166 to 170; and Lots 197 to 1981 in this Plan over the entire front yards of the Lots abutting both sides of the said Lots (specifically Lots 133 to 142; Lots 151 to 157; Lots 165 to 170; and Lots 196 to 198 in this Plan) with a minimum distance of 6.0 metres from the street line for the maintenance, repair and replacement of non-standard services to the said Lots, to the satisfaction of the City Engineer and at no cost to the City.

- d) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over Lots 39 and 40 within this Plan adjacent to Part 12 in Plan 33R-18005 (Wateroak Drive extension).

