

File Number: 39T-09502

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON JUNE 3, 2014
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS SIFTON PROPERTIES LIMITED VICTORIA ON THE RIVER SUBDIVISION 39T-09502

RECOMMENDATION

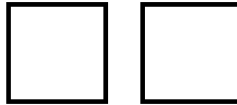
That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited for the subdivisions of land over Part of Lots 8 and 9, Broken Front Concession B, and Part of Lots 8 and 9, Concession 1 and Part of The Road Allowance between Concession 1 and Broken Front Concession "B" (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Commissioners Road East, west of Hamilton Road, municipally known as 1603 Hamilton Road.

- (a) the attached Special Provisions, (Schedule "D"), to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Victoria on the River Subdivision, (39T-09502) **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 financing for this project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Schedule "A"; and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

This application for Draft Plan of Subdivision Approval was accepted on July 31, 2009. It was circulated to the required agencies and municipal departments on August 25, 2009 and advertised in the London Free Press "Living in the City" on September 5, 2009. Updated notices were circulated to required agencies and municipal departments on November 18, 2009. A revised plan was submitted on September 23, 2010 and a second revised notice was circulated again on October 19, 2010 to reflect minor revisions to the draft plan and zoning amendment application. A notice of Public Meeting was sent out to area property owners on March 15, 2011 and a notice of Public Meeting was advertised in the "Living in the City" section of the London Free Press on March 12, 2011. The Public Meeting was held on March 28, 2011. Council adopted the corresponding Official Plan Amendment on April 4, 2011 and it came into effect on May 10th as there were no appeals.

A request for a revised Draft Plan of Subdivision Approval was accepted on May 16, 2013. It was circulated to the required agencies and municipal departments on June 14, 2013 and advertised in the "Londoner" on June 27, 2013. A Notice of Public Meeting was sent out to area property owners on August 28, 2013 and a notice of Public Meeting was advertised in the "Londoner" on August 22, 2013. The Public Meeting was held on September 10, 2013.



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The anticipated reimbursements from the Fund for the cost of construction of the Thames Valley Parkway (TVP), an estimated cost of which is \$100,000 from the Environmental and Park Planning, and the cost of engineering fees related to the design of the SWM Facility No. 2, which is an estimated cost of \$6,500.

This subdivision shall be registered in phases. This first phase consist of 59 single family detached Lots, one (1) multi-family block and several park blocks including the Thames Valley Parkway (TVP) Multi-use Trail, and four new streets, namely Sheffield Boulevard, Sheffield Place, Seven Oaks Ridge and Leeds Crossing.

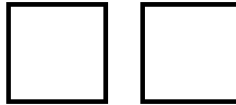
The Development Services Division has reviewed these special provisions with the Owner who is in agreement with the proposed conditions

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

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

RECOMMENDED BY:	REVIEWED BY:
LARRY MOTTRAM SENIOR PLANNER, DEVELOPMENT SERVICES	BRUCE HENRY 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

LM/fg
Attach.
May 22, 2014



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Schedule A – Source of finance report

APPENDIX 'A'

Chair and Members
 Planning and Environment Committee

#14109
 May 23, 2014
 (Approve Agreement)

RE: Special Provisions - Sifton Properties Limited
 Victoria on the River Subdivision
 Capital Project PD2124-13 - 2013 New Thames Valley Parkway
 Capital Project ES3020-OV2 - SWM Facility - Old Victoria 2
 39T-09502

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

	Approved Budget	Committed to Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES				
PD2124-13-2013 New Thames Valley Prkwy				
Construction	\$650,000		\$100,000	\$550,000
ES3020-OV2-SWM Facility-Old Victoria 2				
Engineering	660,000	649,062	6,500	4,438
Land Purchase	311,100	256,771		54,329
Construction	1,430,600	666,570		764,030
City Related Expenses	15,000	9,048		5,952
	2,416,700	1,581,451	6,500	828,749
NET ESTIMATED EXPENDITURES	\$3,066,700	\$1,581,451	\$106,500	\$1,378,749
SOURCE OF FINANCING:				
PD2124-13-2013 New Thames Valley Prkwy				
Debtenture Quota 1)	\$166,200		\$25,569	\$140,631
Drawdown from City Services-Parks & Rec. Reserve Fund (Development Charges) 2)	483,800		74,431	409,369
	650,000	0	100,000	550,000
ES3020-OV2-SWM Facility-Old Victoria 2				
Drawdown from Sewage Works Reserve Fund	99,321	64,998	267	34,056
Drawdown from City Services - Mjr SWM Reserve Fund(Development Charges) 2)	1,743,732	1,516,453	6,233	221,046
Debtenture By-law No. W.-5324-257	573,647			573,647
	2,416,700	1,581,451	6,500	828,749
TOTAL FINANCING	\$3,066,700	\$1,581,451	\$106,500	\$1,378,749

NOTE TO CITY CLERK:

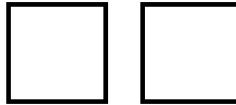
1) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debtenture financing for project PD2124-13 - 2013 New Thames Valley Parkway for the net amount to be debtentured of \$166,200.

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2009.

JG

Alan Dunbar
 Manager of Financial Planning & Policy



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Schedule B – Finance Summary Table

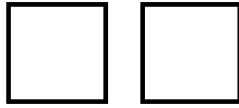
SCHEDULE B
Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General	
- Sanitary oversizing subsidy	\$32,440
- Storm oversizing subsidy	\$96,690
- Roadworks on Commissioners Road E	\$264,635
Claims from Urban Works Reserve Fund - Stormwater Management	Nil
Capital Expense – SWM GMIS work (DC funded)	\$6,500
- Thames Valley Parkway (partial DC funded)	\$100,000
Other	Nil
Total	\$500,265
Estimated Revenues - This Agreement (2014 rates)	
CSRF	\$3,105,271
UWRF	\$520,635
Total	\$3,625,906

1. Estimated Costs are based on approximations provided by the applicant. Final claims will be determined based on actual costs in conjunction with the terms of the subdivision agreement and the applicable By-law. With respect to the claim for the roadworks on Commissioners Road E, the tender shall be structured to clearly define the claimable costs (turn lane) versus the cost payable by the Developer (road access).
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 an "urban area wide" 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.

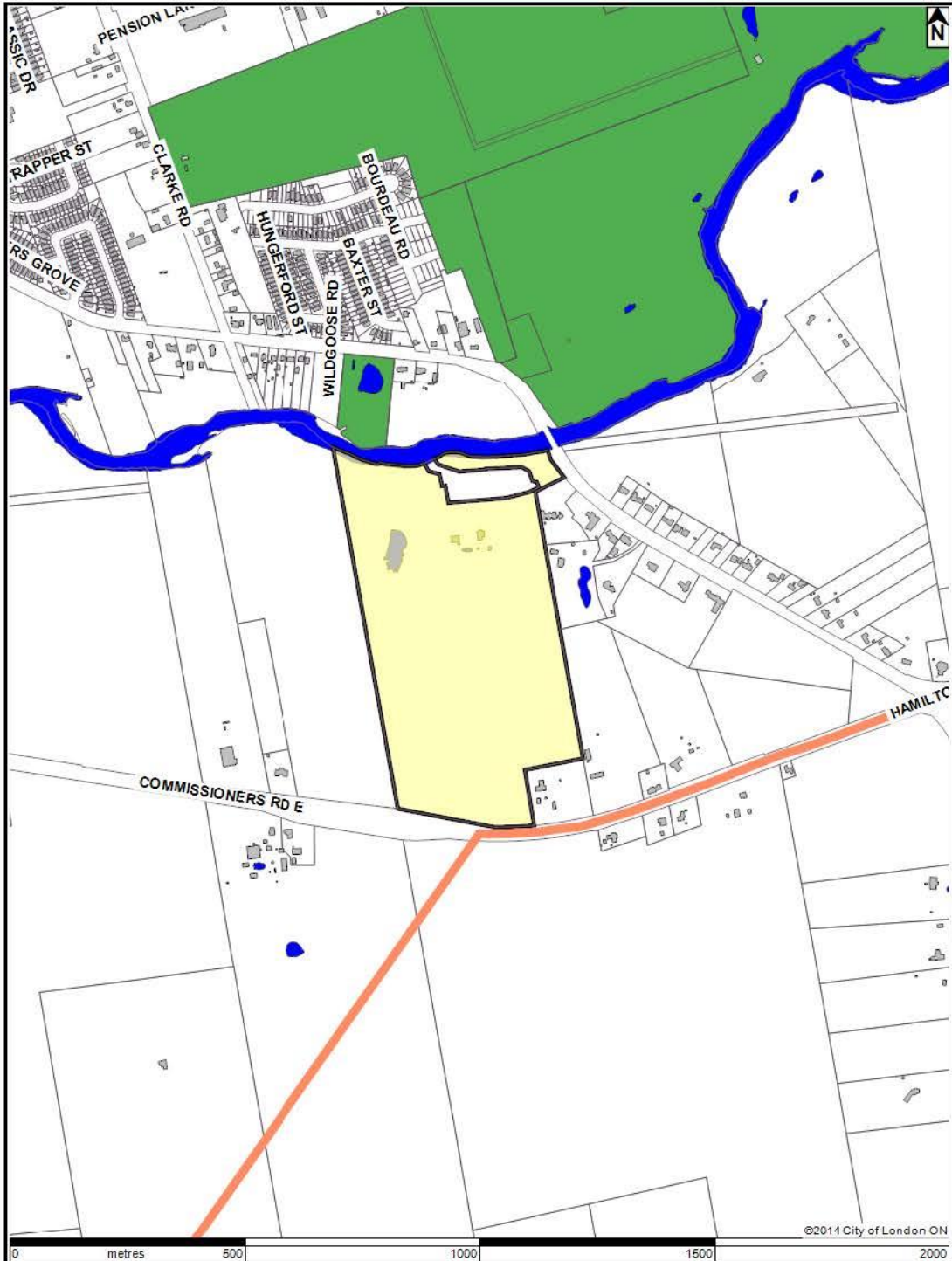
Reviewed By:






Peter Christiaans
 Peter Christiaans
 Director, Development Finance

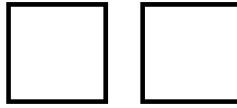


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Schedule C – Location Map



<p>LOCATION MAP</p> <p>Subject Site: 1603 Hamilton Rd Applicant: Sifton Properties Limited File Number: 39T-09502 Planner: Larry Mottram Created By: Frank Gerrits Date: 2014-05-21 Scale: 1:10 100</p> <p>Corporation of the City of London Prepared By: Planning and Development</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
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Schedule D – 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 west limit of Seven Oaks Ridge inside this Plan, 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.

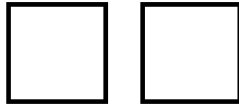
The City may plead this Agreement as an estoppel against any application or action whatsoever to challenge the validity of this Agreement, the Development Charges By-law or the Fund. In addition, the Owner agrees that in the event that the Fund does not have sufficient funds to pay the Owner's claim 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:

- (i) for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$32,440;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$96,690; and
- (iii) for the construction of right turn and left turn channelization on Commissioners Road East and all associated works, the estimated cost of which is \$264,635.

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.



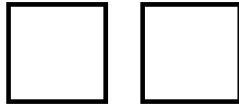
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- c) If the Owner alleges an entitlement to any reimbursement or payment from the City's Capital Works Budget as a result of the terms hereof, the Owner may, upon approval of this Agreement, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said Capital Works Budget.

The anticipated reimbursements from the Budget are:

- for the cost of construction of the Thames Valley Parkway (TVP), an estimated cost of which is \$100,000 from the Environmental and Park Planning, and
 - for the cost of engineering fees related to the design of the SWM Facility No. 2, an estimated cost of which is \$6,500.
- d) Upon approval of an application for a claim to the City's Capital Works Budget, the City shall pay the approved claim in full to the Owner in accordance with the then in force policies established thereunder.
- e) 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 Reserve Fund or the Capital Works Budget, the Owner must conform 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.
- f) 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.
- g) The Owner shall grade the portions of Lots and Blocks, which have a common property line with Commissioners Road East and Hamilton Road, to blend with the existing road grades on Commissioners Road East and Hamilton Road, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- h) 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 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.



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

- i) 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.
- j) The Owner shall construct a temporary turning circle at the west limit of Seven Oaks Ridge, to the satisfaction of the City Engineer and at no cost to the City.

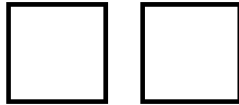
If the Owner requests the City to assume Seven Oaks Ridge, all as shown on this Plan of Subdivision, prior to its extension to the west, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the west limit of Seven Oaks Ridge and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5 foot) concrete sidewalks on the north side, 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/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle 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.

- k) Barricades are to be maintained at west limit of Seven Oaks Ridge and the south limit of Leeds Crossing until assumption of this Plan or as otherwise directed by the City. At the time of assumption of this subdivision or as otherwise directed by the City, the Owner shall remove the barricade and any temporary turning circles as necessary, and restore the road(s) to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- l) 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 Commissioners Road East or as otherwise directed by the City Engineer.
- m) 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 Commissioners Road East 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



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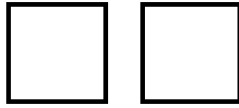
be removed with the issuance of the Certificate of Conditional Approval, unless otherwise directed by the City Engineer. Should the subdivision develop in stages as allowed by other conditions of the subdivision agreement, the Owner will reinstate the necessary construction traffic restrictions with development of each stage as each stage develops, to the satisfaction of the City Engineer.

- n) Development of the subdivision shall be limited to a maximum of 80 units until such time as a second access is available to this site for emergency services, to the satisfaction of the City.
- o) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a maintenance/emergency access to Hamilton Road in a location satisfactory to the City, over Blocks 62 and 63 of this Plan, and at no cost to the City.
- p) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct and/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) street lights at the intersection of Commissioners Road East and Sheffield Boulevard to adequately illuminate the intersection, at no cost to the City;
 - (ii) a fully serviced road connection where Sheffield Boulevard in this Plan joins with Commissioners Road East, including all underground services and related works;
 - (iii) servicing and any associated works on Hamilton Road, including any underground services and related works; and
 - (iv) left turn and right-turn lane on Commissioners Road East at Sheffield Boulevard with sufficient storage and taper to accommodate the traffic demand anticipated as a result of full build-out of the Old Victoria Planning Area and all associated works.

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 Commissioners Road East and Hamilton Road 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.



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q) 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".

r) 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.

The Owner shall notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.

Prior to the issuance of a Certificate of Conditional Approval for that section of road where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City.

s) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 600 mm (24 inch) diameter water main on Commissioners Road East and the 250 mm (10 inch) diameter watermain on Hamilton Road, to the specifications of the City Engineer.

The Owner shall provide looping of the water main system should more than 80 units develop, as required by and to the satisfaction of the City Engineer.

t) 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 the use of the following:

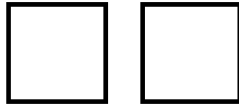
i) valving to shut off future connections which will not be used in the near term; and/or

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. Where automatic flushing devices will be used, calculations of the turnover required to maintain chlorine residual shall be provided to the City 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.

u) A 300 mm watermain on Sheffield Boulevard and the 250 mm watermain shall be installed on Sheffield Boulevard including appurtenances and watermain stubs on Kettering Street, Holbrook Drive and Leeds Crossing shall be installed by the Owner or temporarily capped and not operational between approximately 154.0 meters north of Commissioners Road East and approximately 10.0 meters south of Seven Oaks Ridge. The necessary pressure Reducing Valve (PRV) along this section of main shall not be installed until this section is ready to be brought into operation. Prior to removing the caps on Sheffield Boulevard and bringing this section of watermain into operation, the Owner shall design and construct the PRV and associated chamber, confirm water quality requirements shall be met, and otherwise meet all City operational requirements (swabbing, pressure testing etc). All to the satisfaction of the City Engineer at no cost to the City.

v) 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.



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The Owner shall not request the release of any holding provisions for any Lots or Blocks in this Plan until the restriction of a looped watermain system has been satisfied, to the satisfaction of the City Engineer.

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

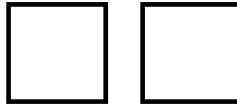
In the event that this Plan and this Agreement are not registered before April 2015, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity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

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

- x) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 750 mm (30 inch) diameter sanitary sewer on Hamilton Road. 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.

- y) 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;
- (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

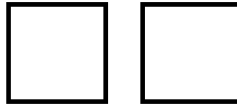


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On demand by the City of London and within 48 hours thereof, the Owner shall plug any sanitary private drain connections of lots which are vacant or not occupied within this subdivision in order to prevent practices which contravene City of London 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.

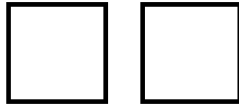
- z) The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.
- aa) The Owner shall construct the storm sewers and stormwater/drainage servicing to service the Lots and Blocks in this Plan, which is located in the South Thames Subwatershed, and connect them to the Regional Old Victoria Stormwater Management (SWM) Facility No. 2 to be constructed by the City Facility, to be located inside the northern limits of this Plan, and outletting to the Thames River. The Owner shall provide easements as necessary for the Storm servicing.

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.
- ab) The Owner shall ensure the proposed grading and maintenance/emergency access road design will match the grading of the proposed Stormwater Management Facility to be built by the City, to the satisfaction of the City.
- ac) 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.
- ad) 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.
- ae) 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 South Thames Subwatershed Study and any addendums/amendments;
 - (ii) The approved Storm/Drainage and SWM Servicing Functional Report and plans for the subject lands;
 - (iii) The approved Functional Stormwater Management Plan for the Regional Old Victoria SWM Facility No. 2;
 - (iv) The Old Victoria Area Plan Storm Drainage and Stormwater Management Servicing Works Municipal Class EA (2009) and with the agreed 25% reduction of the SWM Block;
 - (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;



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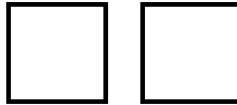
- (viii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- af) Prior to the issuance of any Certificate of Conditional Approval for this Plan, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes, for the subject lands to serve this Plan, must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
- ag) The Owner shall address forthwith any deficiencies of the stormwater works in this Plan, all to the satisfaction of the City, and at no cost to the City.
- ah) Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works within this Plan. 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.
- ai) 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 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.
- aj) The Owner shall ensure the post-development discharge flow from the subject site must not exceed the capacity of the stormwater conveyance system. In an event, where the above condition cannot be met, the Owner shall provide SWM on-site controls that comply to the accepted Design Requirement for Permanent Private Stormwater Systems.
- ak) The Owner shall register against the title of Lots incorporating rear yard catchbasins, which includes Lots 13, 44, 45, 53, 54, 56, 57 and 59 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.
- al) The Owner shall register against the title of Lots incorporating a storm sewer, which includes Lots 3 and 4 in this Plan, 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 storm sewer located in the setback areas. This protects the storm sewer 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.
- am) If 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



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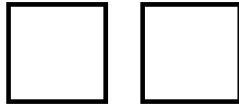
Contaminated Sites in Ontario”, “**Schedule A** – Record of Site Condition”, as amended, including “Affidavit of Consultant” which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent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

- an) 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 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.
- ao) The Owner shall construct a gateway treatment with no center island, on Sheffield Boulevard at the intersection of Commissioners Road East, with a right-of-way width of 28.0 metres for a minimum length of 45.0 metres (150') tapered back over a distance of 30.0 metres to the standard primary collector road right-of-way width of 26.0 metres, to the satisfaction of the City, and at no cost to the City.
- ap) 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.
- aq) The Owner shall be required to make minor boulevard improvements on Commissioners Road East and Hamilton Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.
- ar) The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, and all at no cost to the City.
- as) If temporary measures are required to support the interim conditions in conjunction with the phasing, the Owner shall construct temporary measures and provide all necessary land and/or easements, to the specifications and satisfaction of the City, at no cost to the City.
- at) The Owner shall remove any temporary works when no longer required and restore the land, all at no cost to the City, and to the specifications and satisfaction of the City.



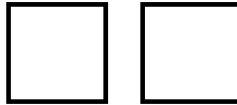
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- au) The Owner shall make all necessary arrangements with the abutting property owners to regrade on the abutting properties, where necessary, to accommodate the grading and servicing of this Plan to City standards, to the satisfactory of the City.
- av) The Owner shall decommission any abandoned infrastructure, at no cost to the City, including cutting the water service and capping it at the watermain, all to the specifications and satisfaction of the City.
- aw) In conjunction with the servicing of this Plan, the Owner shall provide private services connection for the existing house, (currently municipal known as 1603 Hamilton Road), on Lot 20, all to the satisfaction of the City, and all at the Owners expense.
- ax) Within one (1) year of registration, the Owner shall construct 1.5m high chain link fencing, without gates, in accordance with current city park standards (SPO 4.8), or approved alternate fence along the property limit interface of all private Lots and Blocks adjacent to existing and/or future Park and Open Space Blocks, to the satisfaction of the City Planner.
- ay) Prior to any site alteration, or development, the Owner shall implement recommendations identified in the approved Tree Preservation Plan (dated May 2012), to the satisfaction of the City Planner.
- az) The Owner shall implement recommendations of the approved EIS (June 2009) and the EIS addendum (May 2013), to the satisfaction of the City Planner.
- ba) The Owner shall not grade into any open space lands. In instances where this is not practical or desirable, any grading and restoration in the open space lands shall be completed to the satisfaction of the City Planner.
- bb) Within one (1) year of registration, the Owner shall construct the Thames Valley Parkway through Blocks 63, 68, 70, 72, 73, 75, 76 and 78 of this Plan, and in the west boulevard of Sheffield Boulevard (linking with Commissioners Road East) in accordance with the approved engineering plans, , all to the satisfaction of the City Planner. Pre-approved costs associated with this pathway construction will be an approved capital claim. The Owner shall provide a multi-purpose and public access easement to the City, over Block 72 of this Plan; the wording of this easement shall conform to **Schedule "N"**, as attached to this Agreement, or as specifically approved otherwise by the City Solicitor.
- bc) Within one (1) year of registration, the Owner shall construct the pathway in accordance with approved engineering plans, through Park Block 62 and SWM Block 63 at no cost to the City and to the satisfaction of the City.
- bd) Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Park Block 62, 64, 70, 73, 75, 76 and 78 in accordance with approved engineering plans and to the satisfaction of the Manager, Environmental & Parks Planning.
- be) Within two (2) years of registration, the Owner shall complete the restoration of Open Space Blocks 66, 68 and 69, and a portion of Block 65 in accordance with the approved EIS and Landscape Restoration Plans at no cost to the City and to the satisfaction of the City.
- bf) The Owner shall have an ecologist monitor the ecological restoration/compensation Blocks 66, 68 and 69, and the portion of Block 65 for a minimum of three (3) years following restoration 'completion'. The Ecologist shall submit yearly reports to Environmental & Parks Planning Section by the end of August summarizing observations and recommendations. The monitoring shall be done in accordance with recommendations made in the EIS and the approved Compensation/Restoration Report. Follow up work to deal with invasive species, etc. shall be coordinated by the Owner in consultation with the City of London's Environmental & Parks Planning Section. All follow up work completed as a result of the monitoring program shall be at the expense of the Owner.



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- bg) Within two (2) years of registration, the Owner shall complete the ESA buffer plantings in Blocks 71, 74, 75 and 76 of this Plan, in accordance with the approved EIS and Landscape Restoration Plans, at no cost to the City and to the satisfaction of the City.
- bh) Within one (1) year of registration, the Owner shall deliver to all purchasers and transferees of the Lots in this Plan, an education package as approved by the City that explains the stewardship of natural areas and the value of existing tree cover, all to the satisfaction of the City.
- bi) At the time of registration of this Plan, the Owner shall dedicate Blocks 61, 62, 64, 70, 71, 73, 74, 75, 76, 77 and 78 to the City, as a partial dedication of the required five percent (5%) parkland dedication for the Draft Approved Plan 39T-09502, all to the satisfaction and at no cost to the City. The Owner further agrees to dedicate Block 161 on the Draft Approved Plan (39T-09502), to the City through the second phase of the development.



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICESRoadways

- Sheffield Boulevard from Commissioners Road East to Kettering Street (external to this phase) to the satisfaction of the City.
- Sheffield Boulevard' (from Kettering Street to Holbrook Street – external to this phase) shall have a minimum road pavement width (excluding gutters) of 9.5 metres (31.2') with a minimum road allowance of 21.5 metres (70').
- Sheffield Boulevard' (north of Holbrook Street to Seven Oaks Ridge – external to this phase) shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.2') with a minimum road allowance of 20.0 metres (66').
- Seven Oaks Ridge, Leeds Crossing and Sheffield Place (30 metres north of Seven Oaks Ridge) shall have a minimum road pavement width (excluding gutters) of 6.0 metres (19.7') with a minimum road allowance of 18 metres (60')
- Sheffield Place (from Seven Oaks Ridge to 30 metres north of Seven Oaks Ridge) shall be tapered from 20.0 metres to 18.0 metres with minimum of 30 metre taper on both street lines. The minimum road pavement width (excluding gutters) where the road allowance tapers from 20.0 metres to 18.0 metres shall be 8.0 metres tapers to 6.0 metres.

Sidewalks

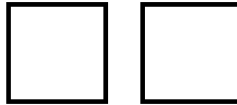
A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Sheffield Boulevard from Commissioners Road East to Holbrook Street – external to this phase.

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

- (i) Sheffield Boulevard' – east boulevard from roundabout (Holbrook Street) to cul-de-sac bulb;
- (ii) Seven Oaks Ridge – west and north boulevard; and
- (iii) Leeds Crossing' – south and east boulevard from south limit of this Plan to cul-de-sac bulb

Pedestrian Walkways

There are no walkways within this Plan of subdivision.



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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 Sifton Properties Limited to which it is attached and forms a part.

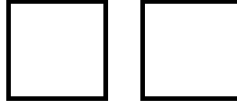
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 79, 80, 81 and 82
Road Widening (Dedicated on the face of the plan):	Block 83
Walkways:	NIL
Parkland Dedication	Blocks 61, 62, 64, 70, 71, 73, 74, 75, 76, 77 and 78
	The dedication of these Blocks, is in accordance to Clause 28(bi) herein
Open Space:	Blocks 65, 66, 68 and 69
Stormwater Management:	Block 63

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	Nil
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SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Sifton Properties Limited 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:	\$ 544,665**
BOND PORTION:	\$3,734,963
TOTAL	\$4,279,628**

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

CASH PORTION:	\$ 544,665**
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:

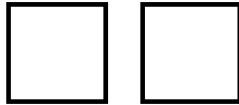
CASH PORTION:	NIL
BOND PORTION:	\$3,734,963

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

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.



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SCHEDULE 'F'

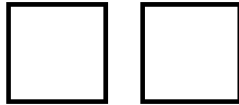
This is Schedule 'F' to the Subdivision Agreement dated this _____ between The Corporation of the City of London and Sifton Properties Limited, to which it is attached and forms a part.

Multi-Purpose Easements

- (a) Multi-purpose easements for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) For ultimate storm sewer and outlet over Block 60, and
 - (ii) For storm sewer between Lots 3 & 4.

- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the west limit of Seven Oaks Ridge.

- (c) Multi-purpose easement for public access shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Planner as follows:
 - (i) For public access over Block 72



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SCHEDULE 'N'

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

THIS EASEMENT made this ____ day of _____, 2014.

B E T W E E N:

[**TRANSFEROR**]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services and for full public access in, over and upon the said Lands;

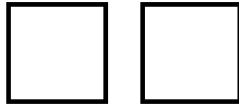
AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [**DESCRIPTION**] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.



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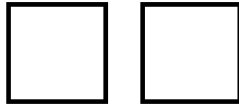
THE TRANSFEREE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.



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