

Subdivision Agreement
F. Gerrits

TO:	CHAIR AND MEMBERS - PLANNING & ENVIRONMENT COMMITTEE MEETING ON NOVEMBER 18th, 2014
FROM:	G. KOTSIFAS. P.ENG MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT	STANDARD SUBDIVISION AGREEMENT TEMPLATE UPDATED GENERAL PROVISIONS

RECOMMENDATION

That, on the recommendation of the Manager of Development Services & Engineering Liaison, the following actions **BE TAKEN** on proposed modifications to the General Provisions section of the Standard Subdivision Agreement Template:

- a) The amended General Provisions, attached as Appendix "A", **BE APPROVED** for inclusion in the Standard Subdivision Agreement Template;
- b) Development Services **BE AUTHORIZED** to amend the Subdivision Agreement Template and subdivision agreements as required from time to time, in consultation with the Legal Services, to make minor modifications and incorporate administrative changes that are required to implement updated City policies, practices, By-Laws and organizational structure; and
- c) the Civic Administration **BE ADVISED** that any recommended amendments to the Subdivision Agreement Template and subdivision agreements which have a direct impact on City business practices and/or a direct impact on City budgets, shall be brought before Committee for consideration and approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Report to June 18, 2013 Planning and Environment Committee (PEC) Meeting – recommending that the standard Subdivision Agreement template be circulated for review & comment, and brought back to a future Planning & Environment Committee meeting.

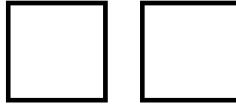
PURPOSE

The revised General Provisions of the Standard Subdivision Agreement Template recommended for approval have been amended to:

- Restructure the clauses to improve clarity and streamline workload;
- Update General Provisions to remove duplication;
- Include formerly 'Special Provisions' that were being applied in all applications; and
- Clean up language to reflect current policies, practices and Divisional structures.

This report considers input received following circulation for comment on the updated General Provisions. Environmental & Engineering Services (EES) was also consulted to ensure the updated language clearly stipulates approvals or clearances under the jurisdiction the "City Engineer".

Through the above recommendations, staff is also seeking authorization to undertake minor modifications and administrative revisions to the standard template from time to time, in consultation with the Legal Services, to maintain the ongoing accuracy of this document for implementation purposes.



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BACKGROUND

A report recommending updates to the General Provisions of the Standard Subdivision Agreement Template was presented at the PEC meeting on June 18th, 2013. The purpose of the report was to identify changes that are required to clarify wording, eliminate duplication and update terminology in the “General Provisions” included in every subdivision agreement. Site specific ‘Special Provisions’ will continue to be brought forward for endorsement by Council prior to final approval and registration of each subdivision agreement.

At its session held on June 25th, the Municipal Council adopted a resolution directing staff to circulate the proposed subdivision agreement template to the London Development Institute, the London Homebuilders Association and other interested parties, and report back to a Planning and Environment Committee meeting in August. Additional time was requested to further consult with EES and ensure the proposed changes could be fully reviewed by interested parties before being brought back to PEC for consideration.

PROPOSED CHANGES

Restructuring the Standard Template:

The traditional two part structure of the Standard Subdivision Agreement Template spreads clauses related to certain types of works or requirements across the General Provisions and the Special Provisions leading to duplications, omissions and discrepancies. Presently, commenting Divisions and Agencies are circulated the plan of subdivision and are required to identify necessary special provisions. Due to the current template structure, the Special Provisions are typically prepared in isolation from the General Provisions resulting in the above-noted problems. Also, discussions with Applicants during agreement preparation tend to focus primarily on the Special Provisions while clauses related to topics of discussion may also be included in the General Provisions.

The proposed update to the Standard Subdivision Agreement Template structure organizes clauses by subject matter with each subsection containing:

- General Provisions;
- General Provisions with site specific customization (ie: Block/Lot #'s); and
- Special Provisions specific to the subdivision.

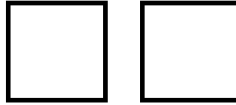
This structure will create final agreements that are easier to prepare, review and enforce.

Commenting Divisions and Agencies will have the new Standard Subdivision Agreement Template for the subsection relating to their area of expertise. When commenting on circulated subdivision agreement requests, they will be better equipped to consider all related clauses together and need only provide Development Services with any recommended special provisions and site specific customizations.

As is presently done, staff reports for Council approval of subdivision agreements will include the recommended special provisions and site specific customizations.

Updating the General Provisions:

Development Services and Legal Services have taken this opportunity to thoroughly review the General Provisions in order to clear some of the duplications and redundancies that have crept into the agreement template over time due to its separated structure. The review also concluded that many Special Provisions were not necessarily “special” clauses specific to the individual subdivision, but rather, common clauses repeated in every subdivision agreement. As a result, the proposed Standard Subdivision Agreement Template attached, in Appendix “A” has now included these consistently applied “special” provisions as ‘General Provisions’ of the subdivision agreement in the standard template. This will simplify workload for commenting Divisions and Agencies by reducing the number of special provisions to be provided to Development Services for each circulation.



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Cleaning up Template Language:

The review of the Standard Subdivision Agreement Template also considered the language of the standard clauses to ensure consistency with current City policies, practices and Divisional structures. Examples of language updates include:

- correcting out of date references to discontinued departments and titles (ie: references to General Managers)
- reflecting updated City policies and standards (ie: new requirements for mitigation of groundwater infiltration into sewers); and
- aligning with current approval procedures (ie: removing pre-File Manager references)

Authorization for Administrative Modifications:

With the positive step of updating the Standard Subdivision Agreement Template completed, staff will continue to monitor and review the template going forward with the objectives of avoiding redundancies and crafting user friendly clauses, while ensuring the provisions remain enforceable. In order to support these efforts, Staff are seeking Council authorization to undertake minor modifications to the Standard Subdivision Agreement Template, as needed from time to time, to make technical corrections and address routine administrative matters. Any amendments with the potential to impact City business practices or financial commitments will continue to be brought forward to Committee and Council for consideration.

COMMENTS RECEIVED

London Development Institute (LDI) comments:

A response from the LDI, attached as Appendix “B”, provides comments and proposes changes to the General Provisions. The LDI comments are summarized below, followed by responses from Development Services:

Clause 8.3 – Environmental Impairment (Pollution) Liability Insurance:

LDI is questioning the feasibility of obtaining Environmental Impairment (Pollution) Liability Insurance. Specific comments indicate:

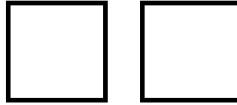
- a) this type of insurance is specifically excepted in most policies;
- b) most liability is capped at two (2) years vs. three (3) years that has been proposed; and
- c) terminology “pollutants” and “completion of work” requires clarification.

Development Services Response: Clause 8.3 was prepared in consultation with the City’s Risk Management Division. They have advised that the City purchases EIL (Pollution) insurance on major construction projects, and that the term “pollutant” is a normal descriptor used in such projects. No changes are proposed on these items. Based on a review of requirements in other municipalities it was recognized that two (2) years is a standard timeframe commonly used for this type of liability insurance. The language in clause 8.3 has been clarified accordingly.

Clause 25(b) – Site Signs:

This clause requires that prior to the construction of any dwellings, the owner shall erect all permanent street identification signs. The LDI submission has expressed concerns with the erection of permanent signs prior to the construction of any dwellings, noting that damages often occur from construction and servicing activity in the subdivision. The suggestion is to require the installation of temporary signage prior to the construction of dwellings, and that permanent signage be in place prior to assumption at 70% build out of the street or phase.

Development Services Response: This clause has not been changed for this General Provisions update but was changed some time ago to require that permanent signs are put up prior to the developer being able to get any building permits in the subdivision. Previous wording was more flexible in that it allowed the developer to get building permits without the signs but required them to install the signs at the City Engineer’s direction. Unfortunately some developers did not follow the direction to install the signs and in some cases these developments would go years without signs. For safety and complaint reasons, the City needs



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to install regulatory signage soon after homes are occupied and the road is being used; and the City cannot post our regulatory signs on temporary wood signposts. Requiring the signs prior to building permits gives the City the ability to ensure the work gets done to prevent safety issues and complaints from arising. That said, administration has been and is willing to work with developers that have specific conflicts with this clause to reach a solution on a case-by-case basis including deferral of the requirement, where warranted.

26.8(v) – Storm, Sanitary Sewers and Water:

This clause requires that prior to Assumption, the owner shall provide the City with a video inspection of all storm and sanitary sewer systems constructed to serve the plan. Currently, a video inspection is required prior to issuance of a Certificate of Conditional Approval (and the issuance of building permits) and flushing only is required at Assumption.

Development Services Response: The rationale for requiring a second video is to confirm the condition of storm & sanitary sewer systems immediately before the services are assumed so that the City does not incur expenses to flush or restore the services after Assumption. Currently, sewers are videoed prior to the issuance of certificates of conditional approval to ensure they are installed correctly. In light of the comments made by LDI, administration acknowledges that requiring two videos may not be justified in most cases and has since removed the language that would have resulted in a second video inspection.

26.7(b) and Schedule “E” – Security for Erosion & Sediment Control Plan:

A specific requirement for \$60,000 security has been included in clause 25.7(b) and cross-referenced in Schedule “E” of the proposed General Provisions to address any issues that may arise in the event of failure associated with the Erosion and Sediment Control Plan. The LDI is questioning this requirement, noting that a security component for sediment and erosion control is already included in the overall security calculation for the subdivision, and that requiring an additional amount for each subdivision is arbitrary and redundant.

Development Services Response: The City of London Development & Subdivision Agreement Security Policy was approved by Council July 29, 2014. The LDI and other industry representatives were consulted on the updated policy which more clearly defines the calculation breakdown and administration of subdivision securities, including clarification of the erosion and sediment control component. As a result, the security requirement associated with the Erosion and Sediment Control Plan is now adequately covered through the updated security policy document and specific clauses related to Erosion and Sediment Controls are no longer required within subdivision agreements..

City of London Comments (EES):

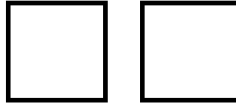
Additional comments on the proposed General Provisions were received from Environmental and Engineering Services (EES) subsequent to the preparation of the June 18th PEC report. It was noted that in most of the General Provisions, requirements are to be determined as acceptable or undertaken to the satisfaction of the “City” which is used generically throughout the document. In instances where there are specific legislative or statutory requirements it was suggested that it would be more appropriate to specify “City Engineer”. While Section 7 of the General Provisions conveys an overriding authority to the City Engineer, there are also specific provisions where it is appropriate to use the term “City Engineer” instead of the more generic “City”.

City of London Comments (Development Services):

Modifications have been made to clauses 10 & 17 of the General Provisions to reflect adoption of the updated Development & Subdivision Agreement Security Policy, prepared in consultation with the development industry, and approved by Council July 29, 2014. Wording revisions and technical corrections have also been added to several paragraphs, in particular to recognize changes that permit the correction of deficiencies without placing the entire subdivision into default.

City of London Comments (Legal / Development Services):

As part of Legal and Development Services’s Internal review of all General Provisions, the



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Grading Requirements provisions contained in clause 25.6 were updated for clarity with the goal of improving compliance of individual lot grades in general conformity with approved lot grading plans. Alteration of grades on private property both prior to and following assumption is a common cause of resident complaints. The previous language was overly complicated and pushed the individual lot requirements to a covenant on title that many purchasers may miss if using title insurance. Development and Compliance Services is working to develop a homeowner package that will provide a user-friendly explanation of obligations with respect to lot grading.

CONCLUSION

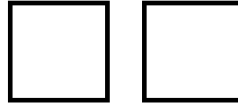
The revised Standard Subdivision Agreement Template, as recommended, has been updated to implement a new format for subdivision agreements, eliminate redundancies and correct out-of-date language. Adopting the recommended new format should simplify processes for staff in various Divisions by reducing time spent on each individual subdivision, and provide for clearer, more enforceable final agreements.

Legal Services has played an integral role in the review and update of the Standard Subdivision Agreement Template.

A copy of the final Standard Subdivision Agreement Template is attached for reference as **Appendix "A"**.

PREPARED BY:	REVIEWED BY:
FRANK GERRITS SUBDIVISIONS DOCUMENTATION COORDINATOR	TERRY GRAWAY MANAGER, DEVELOPMENT SERVICES & PLANNING LIAISON
RECOMMENDED BY:	SUBMITTED BY:
JENNIE RAMSAY, P.ENG. MANAGER, DEVELOPMENT SERVICES & ENGINEERING LIAISON	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

jr/fg
November 5, 2014



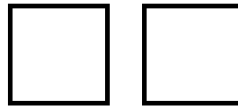
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APPENDIX "A"

**THE CORPORATION OF THE CITY OF LONDON
SUBDIVISION AGREEMENT INDEX**

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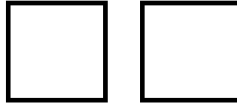


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- 25.10 - Hydrogeological Works
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- SCHEDULE "C" – Special Works and Services
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- SCHEDULE "E" - Securities
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- SCHEDULE "G" – Certificate of Completion of Works
- SCHEDULE "H" – Verification of Soils Testing Procedures and Results
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- SCHEDULE "L" – Transfer of Multi-Purpose Easement
- SCHEDULE "M" - Transfer of Turning Circle Easement



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THIS AGREEMENT made this ____th day of _____, 20__.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the City)

OF THE FIRST PART

AND

NAME OF OWNER
a Company incorporated
under the laws of the Province of Ontario
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Owner represents that it is seized of those lands situate in the City of London, in the County of Middlesex, more particularly described in **Schedule "A"** hereunto annexed, and desires to obtain the approval of the City of a plan of subdivision of the said lands as shown on **Schedule "B"** to this Agreement, and the Approval Authority has requested the City to advise him as to the terms upon which his consent to the registration of the Plan should be given;

AND WHEREAS the said plan of subdivision would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the Approval Authority has required as a condition precedent to his approval of the said plan of subdivision that the Owner enter into this Agreement with the City;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by the City to the Owner (the receipt whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

PROVISIONS OF DEVELOPMENT

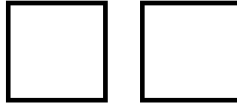
1. DEFINITIONS

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

"Approval Authority", means that person, who for the time being, is delegated by Council for the City of London, the authority to approve Plans of Subdivision.

"CBO" means that person who, for the time being, is employed by the City as its Chief Building Official, or Deputy Chief Building Official.

"City Engineer" means that person who, for the time being, is employed by the



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City as its Engineer, Acting Engineer, or designate.

"City Solicitor" means that person, who for the time being, is employed by the City as its City Solicitor or its Assistant City Solicitor.

"Fully Serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in Section 5 and 25 of this Agreement.

"Land Registrar" means a land registrar appointed under the *Land Titles Act* or the *Registry Act*

"Lot" shall include "Block".

"Lot serviced with" means a Lot shown on the Plan to which any specified service in good working condition and, where applicable, completed in conformity with this Agreement is immediately contiguous and to which service it is, in the opinion of the City Engineer, conveniently and reasonably possible to connect for the purposes of any dwelling or other building which might be erected upon the said Lot.

"Professional Engineer" means a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public.

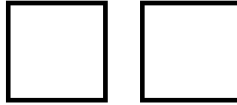
"This Plan" means the plan of subdivision annexed to this Agreement and marked **Schedule "B"**.

2. INCONTESTABILITY

The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition hereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. COMMENCEMENT AND COMPLETION

The final Plan of subdivision, in the form and detail shown on **Schedule "B"**, shall be lodged for registration with the Land Registrar by the Owner within thirty (30) days of its approval by the Approval Authority and the Owner shall thereafter wholly at its own expense construct, install and promptly pay for the works and services set out upon the lists, plans and specifications hereinafter set forth, and also those set forth in **Schedule "C"** hereto annexed. Failure on the part of the Owner to promptly pay for works and services required by this Agreement to be constructed and installed, shall be deemed to be a "Final Default" under this Agreement. The Owner shall commence the said construction and installation not later than the first anniversary of the date of approval of the final Plan by the Approval Authority and shall wholly complete the same not later than and have the subdivision assumed as outlined in Section 10 of this Agreement; within either seven (7) years from the date of registration of this Agreement or once building permits have been issued for seventy percent (70%) of the building Lots and Blocks in this subdivision, whichever shall be the earlier. Should the Owner, having used all reasonable diligence and foresight, be prevented as a result of a work stoppage by his own employees, an Act of God or act of the Queen's enemies (and no other reason shall be an excuse unless otherwise specifically herein provided) from commencing or completing work within the time specified, then the date for the commencement or the completion of the work, as the case may be, shall be extended for a length of time equal to the duration of the said cause of delay. The Owner shall not apply under the *Land Titles Act* for an amendment to the said Plan or this Agreement without first obtaining, in writing, the approval of the Approval Authority and the City thereto.



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4. WORK SCHEDULES

The Owner shall not commence any work or construction on any of the services for this subdivision or part thereof until the City Engineer has accepted the detailed engineering drawings for the services or part thereof; and in the event that such engineering drawings lack requirements which, in the opinion of the City Engineer, ought to have been included therein, the same shall be carried out by the Owner as though they were included in and form a part of this Agreement.

The Owner hereby covenants and agrees that any work required under this Agreement shall not commence or, having commenced and subsequently halted, deferred or suspended (except overnight or over a weekend) shall not commence again without written notification to the City.

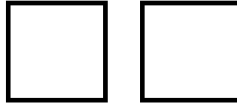
The Owner further covenants and agrees that the City may require the Owner to provide and submit written work schedules for approval to the City for any work required directly or indirectly by this Agreement. All work for which a schedule is required shall be carried out in accordance with the approved work schedules.

5. STANDARD OF WORK

All works and services shall be constructed in the standard location in accordance with the latest revised drawing entitled, "Standard Utility Location for All Residential Streets - Utilities Co-ordinating Committee, City of London". Should a variation from the standard location be necessary, this variation must be to the satisfaction of the City Engineer.

Plans and specifications for all works and services herein required to be done by the Owner shall be first submitted to the City in an acceptable format and such work shall not be commenced until the City has received such plans and specifications and has expressly authorized such work to commence. All works and services shall be constructed and installed strictly in accordance with the said plans and specifications, all to the satisfaction of the City Engineer. The Owner shall construct all services and provide other requirements which will be known only after the details of the engineering design are submitted to the City. The City Engineer may require, in writing, such variance from such plans and specifications as may be required by conditions which may be disclosed as the work progresses, and by sound engineering practice. The works and services required to be done by the Owner shall be wholly at the expense of the Owner except as may be otherwise herein expressly provided, and shall include the items set forth in **Schedule "C"** hereto in addition to the following:

- 5.1 The Owner shall be subject to, notwithstanding any of the provisions herein, all by-laws of the City. The Owner further agrees that in the event of a conflict between the provisions of this Agreement and the provisions of any by-law of the City, the provisions of the by-law prevail.
- 5.2 The Owner hereby covenants and agrees that the provisions of all general by-laws as amended from time to time, including those pertaining to development charges and other levies, shall continue to apply to the subject lands and shall not be affected by any subdivision requirements respecting services.
- 5.3 The Owner acknowledges that the prevailing City By-law C.P.-1496-244 and its amendments and successors, requiring contributions towards the Development Charges Fund, will apply to all the lands within this Plan. The amount and conditions related to these payments will be determined in accordance with the said By-law and its amendments and successors at the time of application for building permits and payment of calculated development charges will be required at the time of issuance of building permits.
- 5.4 The Owner shall obtain all permits, certificates, or approvals, necessary to complete the work outlined in this Agreement.

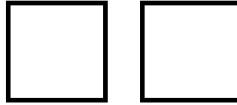


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- 5.5 The Owner shall notify the City Engineer in writing the name of the Professional Engineer that the Owner has appointed to carry out the requirements stated herein. The Owner further agrees to notify the City Engineer in writing of all changes to this appointment.
- 5.6 The Owner shall have its Professional Engineer provide an opinion regarding the need for an Environmental Assessment under the Class EA requirements for the provision of any services related to this Plan. Prior to the submission of engineering drawings, all Class EA's must be completed and approved.
- 5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall register against the title of Lots which incorporate rear yard catchbasins, which includes Lots [REDACTED] 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 or Lease 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.

- 5.8 The Owner shall not register on title of any Lot within this Plan which are zoned for Low or Medium Density Residential uses, any restrictive covenants which prohibits or limits the use of clotheslines and/or umbrella dryers.
- 5.9 The Owner, or his Professional Engineer, shall ensure that any proposed excavation, construction, entrance or exit installation, demolition, etc. will not interfere with or be in conflict with location and/or depth of any existing underground facilities, including sewers, pipelines, mains on street allowances or private rights-of-way, services, meter and regulator installations, valve boxes, cathodic protection test points, etc. In instances of apparent conflict, the Owner, or his Professional Engineer, shall obtain field locates from the appropriate commission, utility or agency.
- 5.10 The Owner shall not export any fill material from the site and deposit it in any area susceptible to flooding under regional storm conditions as regulated by the *Conservation Authorities Act R.S.O. 1990, c.C. 19 as amended*.
- 5.11 The Owner shall require any purchaser from him to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, etc., and shall notify such purchaser in writing to refrain from dumping on lands dedicated by the Owner to the City for municipal purposes. The Owner shall be held responsible for the general tidy appearance of the subdivision until assumption by the City and shall carry out all weed cutting and maintenance on all unsold lands and all unassumed road allowances, to the satisfaction of the City. The Owner shall adequately maintain all roads, sidewalks and pedestrian walks within the subdivision free from mud, debris, building materials or other obstructions to the satisfaction of the City Engineer.
- 5.12 The Owner or his Professional Engineer shall ensure that adequate arrangements are made with the City to obtain Permits of Approved Works for any work to be done on an existing City street and provide the Utilities Coordinating Committee with adequate notice prior to commencing construction on an existing City street. All warning signs and other related items are to be

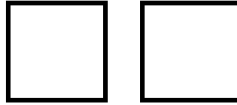


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provided in accordance with the City Engineer's standards.

- 5.13 Full-time supervision shall be provided by the Owner's Professional Engineer for all works to be constructed on an existing City street. A certificate is to be provided upon completion of the road works on these streets stating that the works have been completed in accordance with the plans and specifications accepted by the City.
- 5.14 The Owner shall enter into such agreement as may be required by London Hydro Inc. with respect to electrical systems to service every Lot in this subdivision. The Owner shall have its Professional Engineer review with London Hydro Inc. and the City Engineer, the availability of services and the servicing requirements prior to any detailed engineering being carried out for this subdivision.
- 5.15 Prior to registration of this Agreement, or upon request by the City, the Owner shall submit to the City a digital file of the final plan to be registered in a digital format acceptable to the City for approval and acceptance.
- 5.16 The Owner shall show community mailbox locations on the "Subdivision Identification" sign in compliance with Section 24 herein, and displayed in a prominent location in the housing sales office(s).
- 5.17 All survey monuments shall at all times be carefully preserved and immediately repaired or replaced under the direction of an Ontario Land Surveyor if accidentally damaged or destroyed.
- 5.18 The Owner shall obtain and grant to the City easements for the said sewer, water and electric services whenever the same are on private property, such grants to be at the expense of the Owner, and in a form approved by the City Solicitor and City Engineer, and further provided that until such time as the foregoing works and services have been assumed by the City, the Owner shall for the purpose of minimizing or eliminating danger of damages or inconvenience arising out of personal injury and damage to property, direct all or certain construction vehicles or equipment associated with the construction of this subdivision along such streets specified by the City Engineer.
- 5.19 The Owner, in consultation with the London Transit Commission, shall indicate on the approved engineering drawings the possible "Future Transit Stop Areas", and shall be shown on the subdivision "Identification Sign" in compliance with Section 25 of this Agreement and displayed in a prominent location in the housing sales office(s).
- The Owner shall install signage as the streets are constructed, indicating "Possible Future Transit Stop Area" in the approximate stop locations. The exact stop locations shall be field located as the adjacent sites are built, at which time the Owner shall install a 1.5 metre wide concrete pad between the curb and the boulevard at the finalized stop locations, all to the satisfaction of the City Engineer and the London Transit Commission
- 5.20 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".

Any variance from items 5.1 to 5.20 above must be clearly set forth in **Schedule "C"**. All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith



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repaired to the satisfaction of the City Engineer.

6. SOILS CERTIFICATE

The Owner shall retain a Geotechnical Professional Engineer with proven experience in road works to the satisfaction of the City Engineer, to check the construction procedures, quality of materials and workmanship used and to give written verification that the proposed design standards approved for the road works required under this Agreement by the City Engineer have been achieved. This testing will be carried out to the satisfaction of the City Engineer using periodic inspection and testing of the road works and normal engineering procedures to evaluate the adequacy of the construction. The Owner agrees that prior to commencing any sewer construction he will hold a meeting with representatives of his contractor, soils and subdivision design Professional Engineer and establish and have approved the means of compacting trench backfill material. The Owner shall have representatives of his Geotechnical Professional Engineer and subdivision design Professional Engineer on the site when the installation of sewers is started. The approved method or methods of compacting the sewer trench backfill material will be tried and tested by the soils consultant to ensure that the method or methods to be used meets the road design criteria. Not more than 150 metres (approximately 500 feet) of sewer shall be laid unless approved otherwise by the subdivision design Professional Engineer until the soils consultant has approved the compaction method or methods. The Geotechnical Professional Engineer will supply in writing descriptions of the approved compaction method or methods and their best results to the contractor, Professional Engineer and City within two (2) days after the initial testing. Further testing is to be carried out as outlined above. The written verification is to be supplied to the City Engineer prior to a request by the Owner for the assumption of any roads within the subdivision and is to cover all the roads contained in the request for assumption.

The written verification shall be in the form set out in **Schedule "H"** attached hereto.

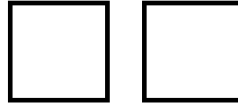
7. THE OPINION OF THE CITY ENGINEER

With respect to the construction, installation, repair and maintenance of any work or service required herein to be done by the Owner, and as to whether or not any works or services, in whole or in part, are being or have been constructed, installed, repaired or maintained strictly in accordance with the terms of this Agreement, including **Schedule "C"** and, where applicable, the City of London – Design Specifications and Requirements Manual; as hereby required, and as to whether any breach or plans, specifications or requirements of the City Engineer has occurred or has been remedied, the decision of the City Engineer shall be final, conclusive and binding upon the parties hereto and shall not be subject to review in any Court of Law or equity, or before any administrative or other tribunal upon any ground whatsoever, other than upon the grounds that the City Engineer has not acted in good faith in forming or giving his decision, the proof of which shall be and remain upon the party seeking to attack the decision of the City Engineer, and wherever in this Agreement work or services are required to be constructed, installed, repaired or maintained within a certain time or in a certain order or in a certain manner, or in conformity with any plans, specifications or other terms, such requirement shall be conclusively deemed to mean so constructed, installed, repaired or maintained as determined and as required and approved by the City Engineer.

8. INSURANCE AND INDEMNITY

The Owner shall at its sole cost and expense, obtain and maintain and provide the City with evidence of the following minimum insurance:

- 8.1 Commercial general liability insurance covering the ownership of the property described in this agreement and construction, installation, repair or maintenance of all works and services required herein to be done. Such policy shall include non-owned automobile liability, personal injury, broad form property damage,



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contractual liability, owners' and contractors' protective, completed operations, contingent employers' liability, cross liability and severability of interest clauses and shall provide that

- (a) This insurance shall contain no exclusions for loss or damage from blasting, explosives, vibration, pile driving, the removal or weakening of support, shoring or underpinning or from any other activity or work that may be done in connection with this Agreement.
- (b) This insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to all of the Owner's responsibilities in connection to this Agreement.

8.2 Automobile liability insurance, including owned, leased and non-owned vehicles in an amount not less than five million (\$5,000,000.) dollars per occurrence as stipulated in the Ontario Automobile Insurance Act.

8.3 Environmental Impairment (Pollution) Liability Insurance covering third party injury and property damage arising out of sudden and accidental pollution including, but not limited to, unexpected and unintended spills, discharges, emissions, dispersal, leakage, mitigation, release or escape or pollutants.

- (a) This insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to all of the Owner's responsibilities in connection to this Agreement.
- (b) The Owner shall ensure that prior to inception of this Agreement and thereafter at least once annually for a period of three (3) years following completion of the work described herein a certificate of insurance acceptable to the City evidencing continuation of coverage described herein shall be sent to the City.
- (c) The provision of evidence of insurance shall not be construed as relieving the Owner of its responsibilities for any claims which may become known after the period of three years referred to in Clause 8.3.2, above.

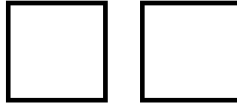
8.4 The above-mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. Failure to procure and maintain said insurance shall constitute a default under this Agreement.

8.5 All insurance policies referenced herein must be underwritten by insurers meeting the financial stability requirements of the City of London.

8.6 The City reserves the right to request from time to time such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require.

9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS

9.1 The Owner, any subsequent owner and or their agents or assignee, covenants and agrees that no building permit will be applied for (other than any permit which may be required for the construction of the works and services hereinafter described) and no person shall be entitled to a building permit with respect to any Lot upon this plan of subdivision until with regard to the services in respect thereof there exists a Certificate of Conditional Approval, except as hereinafter provided. If, in the opinion of the City Engineer, or upon certification by an independent registered Professional Engineer, Lots are serviced with:



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- (a) storm sewer connected to an approved outlet;
- (b) sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection;
- (d) approved electrical connection;
- (e) curb and gutter;
- (f) catch basins and connections;
- (g) granular "B" access road;
- (h) permanent street signs; and
- (i) subdivision and Lot identification signs;

and provided that the Owner has complied with the City's "Subdivision and Development Agreement Security Policy" which may be in effect from time to time; and provided also that the Owner shall not then be in default under any term of this Agreement, the City may issue a Certificate of Conditional Approval in respect of such services, excepting only that any Lot not having been serviced with a water service connection from an abutting water main, will not delay the issuance of the said Certificate of Conditional Approval.

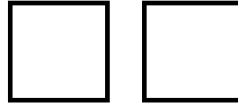
- 9.2 The Owner covenants and agrees, and undertakes to notify, in writing, any purchaser of a Lot on the said plan of subdivision from him, that the City may refuse any application for a building permit if made before such works and services have been constructed and installed for the benefit of the Lot in respect of which a permit is sought, and no proceedings to compel the City or its officers or employees to issue any building permit shall be taken until the said works and services have been constructed and installed as aforesaid. The issuance of a building permit with respect to any particular Lots shall not be deemed an admission by the City that the services to such Lot have been satisfactorily completed. Notwithstanding the requirement for curb and gutter to be installed prior to the issuing of a building permit, the City, subject to all other conditions having been met, may issue a building permit or permits provided that the Owner shall certify that he has supplied in writing, to the builder or Owner of the property, all the necessary respective elevations and grades as shown on the approved Lot grading plan and street profile. Failure on the part of the Owner to notify, in writing, any purchaser from him, shall be deemed to be a default of the Owner under this Agreement. No occupancy of any building shall take place until there has been constructed within the street allowance adjacent to that building, the following:

- (a) a storm sewer connected to an approved outlet;
- (b) a sanitary sewer and sanitary private drain connection connected to an approved outlet;
- (c) approved water main and water service connection;
- (d) approved electrical connection;
- (e) catch basins and connections;
- (f) granular "B" access road;
- (g) permanent street signs;
- (h) subdivision and Lot identification signs.

- 9.3 Except as otherwise provided herein in Section 5.7, 25.5 and 25.6, no Lot in the subdivision acquired by a bona fide purchaser for value shall be charged in any way with the obligations of this Agreement, with exception to Erosion and Sediment Control measures, Lot grading and rear yard catchbasins.

Provided that any purchaser of a Lot in this plan of subdivision shall be subject to the restrictions and conditions of this section limiting the right to obtain a building permit or the right to compel the issuance thereof. No connection from any building to the sanitary sewer system shall be made prior to the roof being on the building and the building sheathed.

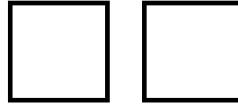
- 9.4 In the event that the Owner defaults in the payment of money required pursuant to Section 13 of this Agreement for park or other recreational purposes, any



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subsequent purchaser of a Lot shall remain liable to pay to the City an amount for each Lot that the purchaser owns in a subdivision, in accordance with By-law CP-9, Parkland Conveyance and Levy By-law. No building permit shall be issued until the payment is received by the City.

- 9.5 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have its Professional Engineer carry out the following to the satisfaction of the City Engineer and at no cost to the City in order to verify that no deficiencies exist in the storm and sanitary sewers constructed to serve this Plan:
- (a) Provide a copy of the video inspection of all storm and sanitary sewer systems constructed to serve this Plan in a format acceptable to the City Engineer. The video is to be checked in advance by the Owner's Professional Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected;
 - (b) Conduct deflection testing by pulling a suitable mandrel through the pipe not sooner than thirty (30) days after the completion of backfilling, all in accordance with Ontario Provincial Standard Specifications; and
 - (c) Carry out testing of the sanitary sewer system in accordance with OPSS 407, OPSS 410 and the City of London Standard Contract Documents for infiltration testing, exfiltration testing and low pressure air testing. The Owner's Professional Engineer shall provide a report of the test results to the City. Any deficiencies must be corrected and additional testing carried out to ensure the system meets the applicable standard.
- 10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE**
- 10.1 The Owner shall have its Professional Engineer provide on-site inspection by a qualified inspector approved by the City Engineer, of all works and services required by this Agreement that are to be assumed for maintenance by the City.
- 10.2 When all matters, works and services required to be constructed, installed or completed by the Owner except as herein before specified, in the opinion of the City Engineer and based on certification of the Owner's Professional Engineer in accordance with the form of certification shown in **Schedule "G"** attached hereto have been accomplished strictly in accordance with this Agreement and **Schedule "C"** and to the specifications and satisfaction of the City Engineer, the City shall issue to the Owner a Certificate of Assumption approval to that effect (herein called an assumption certificate). The City will not issue an assumption certificate until the Owner has provided the City with final "as-constructed" drawings to the then current standards of the City Engineer.
- 10.3 The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the City Engineer and based on the certification of the Owner's Professional Engineer, sound engineering practice, for the period of one (1) year after the same are assumed by by-law of the City. Provided however, that the City may, at its option, assume any or all of the said works and services at any time, but the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.
- 10.4 Prior to assumption of any works or services by the City, the Owner shall have its Professional Engineer certify to the City Engineer in the form as set out in **Schedule "K"** to this Agreement, regarding each and every Lot in the subdivision that is fully developed or still vacant, bearing the signature and seal of the Owner's Professional Engineer, that the actual finished elevations and



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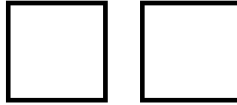
grading of each such Lot generally conform to the accepted subdivision grading plan. Further, the Owner's Professional Engineer's certification must identify all Lots under construction at the time of assumption and that they will be final graded in general conformity to the accepted subdivision grading plan upon completion.

- 10.5 The Owner shall deliver to the City a certificate signed by an Ontario Land Surveyor certifying that the survey monumentation shown on the registered plan of subdivision that defines the exterior boundary of the subdivision, the streets, lanes, walkways, street widenings, reserves, park blocks, open space blocks, storm water management blocks, and any other block or parcel of land that has been dedicated or transferred to the City or that will ultimately be owned by the City, is either physically in place or appropriately witnessed as a condition precedent to the assumption of the public services by the City.
- 10.6 Upon the assumption of any of the works or services, the same shall wholly vest in the City without payment therefor, and the Owner shall have no right, title or interest therein. Notwithstanding that the services, or any of them, have been so assumed by the City, the Owner undertakes and guarantees that the work, labour and materials are in compliance with the specifications therein provided and the requirements of the City. In default, the City may carry out any required reconstruction or repair and in default of repayment therefor by the Owner forthwith the City shall be entitled to resort to the security as provided by Section 14 of this Agreement.
- 10.7 The Owner hereby agrees that the City will assume each street in this subdivision when the following are completed to the satisfaction of the City:
- (a) All works and services required on the street to be assumed, including all storm and sanitary private drain connections and water services, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots in this Plan;
 - (b) Either seven (7) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy percent (70%) of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the City; and
 - (c) The works, services and roads requested for assumption connect to already assumed works, services and roads.

11. RIGHT OF INSPECTION AND DIRECTION

The Owner agrees that the City Engineer and other persons authorized by him for the purpose shall have the right at any time, and from time to time, to enter upon any part of the lands and the lands upon which any work or service herein required to be done is being, or has been, constructed, and to make such tests and inspections as he may deem necessary or desirable and to call for and obtain any document, contract, Plan, specification, record or other writing or thing which, in his opinion is desirable for him to obtain in order to facilitate his inspection, and to give direction to the Owner in any matter touching upon the due performance of the work and services herein required to be done. The City Engineer may require that any or all work shall cease until any breach of plans and specifications or his requirements (of which he shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if he shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the City by the Owner recoverable upon demand.

12. CONSTRUCTION LIENS



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In the event, from time to time, that any construction lien including a claim for lien by a lien claimant and any certificate of action, all within the meaning of the *Construction Lien Act*, R.S.O. 1990, shall be registered and shall be preserved or perfected in respect of any works or services constructed, installed, repaired or maintained by or on behalf of the Owner, the Owner after having been given notice by any person or of becoming aware of the existence of any such preserved or perfected construction lien, within the time provided for, and following the procedures set out and prescribed, in the *Construction Lien Act*, R.S.O. 1990, c.C. 30 and Ontario Regulation 175/90, shall forthwith discharge (or have vacated) any preserved or perfected claim for lien made in respect of the works and services constructed by the Owner under this Agreement, or against the security Lands held by the City.

Should any preserved or perfected claim for lien remain outstanding for more than twenty (20) calendar days, the City may, without notice and without making a declaration that the Owner is in default, or final default, utilize any remedy which would be available to it upon the final default of the Owner, including the cashing of any securities held by the City. This right shall continue until the City has been served with evidence satisfactory to it, that all liens have been discharged or vacated.

The Owner shall not be entitled to a release or reconveyance of any subdivision security until any preserved or perfected claim for lien be discharged and the registration of a claim for lien or a certificate of action, or both, be vacated, to the satisfaction of the City, and any statutory appeal period has expired.

13. LANDS FOR MUNICIPAL PURPOSES

13.1 The Owner shall, at its expense, convey by deed in statutory form, for nominal consideration, absolutely to the City, in fee simple, free and clear of any encumbrance whatsoever, including realty taxes and without condition, those lands more particularly described in **Schedule "D"** hereto. Upon being conveyed to the City, the Owner shall at its sole risk and expense clear the said lands of all debris and trash leaving the same in a state satisfactory to the City. Upon such conveyance, the Owner shall cease to have any right, title, claim or obligation in respect of such lands, except as hereinafter provided. Any use of the said lands by the Owner shall be upon the consent of the City and subject to any conditions it might impose in its sole discretion.

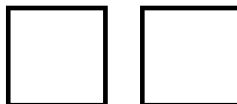
13.2 The Owner shall, at its expense, obtain and grant or cause to be granted to the City, easements for sewer, water and electric services as described in **Schedule "F"** hereto, in accordance with City's standard easement agreement form and satisfactory to the City Solicitor;

13.3 The Owner shall convey to the City lands that are required for parkland dedication pursuant to the Parkland Conveyance and Levy By-law CP-9, as identified in **Schedule "D"** of this Agreement. All lands to be conveyed shall be free from all encumbrances, liens and charges to the satisfaction of the City Solicitor.

The Owner shall grade, topsoil and seed all lands to be conveyed at one percent (1%) grade or grades otherwise approved by the City. Grading and landscaping shall be undertaken by the Owner in accordance with the City's specifications for parkland development and at no cost to the City. The design specifications and timing for completion of all works shall be to the satisfaction of the City.

In instances where cash-in-lieu of parkland is required by the City, the Owner shall pay money at the prevailing value of the land pursuant to the requirements in the Parkland Conveyance and Levy By-law CP-9, as identified in **Schedule "D"** and further described in this Agreement.

13.4 With respect to any lands being transferred to the City as dedications or easements, the Owner shall be responsible to ensure that there is no existing fill,



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contamination or water well(s) on the subject lands. In the event that existing fill, contamination or non-decommissioned well(s) are encountered on the subject lands, the Owner shall remediate the fill or contamination, and/or decommission any wells, as specified within this Agreement, and/or all to the satisfaction of the City, and at no cost to the City.

13.5 Prior to registration of this Agreement, the Owner shall provide copies of all transfer documentation for all land transfers/dedications and easements being conveyed to the City, for the City's approval.

The Owner shall ensure that the transfers, dedications and easements are registered at the time of the registration of this Agreement, or within thirty (30) days of the registration of this Plan.

13.6 The Owner shall ensure that any easements to be transferred to the City in conjunction with this Agreement shall conform to the wording attached as **Schedules "L" and "M"** to this Agreement, or as specifically approved otherwise by the City Solicitor.

14. LANDS FOR MUNICIPAL PURPOSES SUBJECT TO RECONVEYANCE

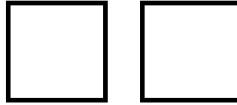
The Owner shall supply security to the City in accordance with **Schedule "E"** of this Agreement.

In the event that the security by way of "bond" as defined in Municipal Council's Security Policy, as amended from time to time, is in the form of Lots, the Owner shall at its expense, convey by deed in statutory form to the City, in fee simple and for nominal consideration, such Lots, as may be described in **Schedule "E"** free and clear of any encumbrances whatsoever and without condition, saving always easements for utilities. Provided, however, that the Owner shall be entitled to obtain a reconveyance of portions of the said lands at the time hereinafter set out if and when the Owner shall have, in all respects, complied with, done and performed every term and covenant of this Agreement within the times respectively herein limited and the guarantee period referred to in Section 10 hereof shall be expired. The City shall from time to time, determine the extent to which the works and services in this Agreement provided for have been performed and shall recommend that Lots conveyed as provided in this paragraph shall be reconveyed to the Owner, at the Owner's expense, and thereupon such reconveyance shall be made by the City provided the Owner shall not be in default of this Agreement.

In no event shall any Lot be reconveyed except under this paragraph and while Lots may, with the consent of the City, be substituted at the Owner's expense. When the period of guarantee has expired and all terms of this Agreement have been carried out and performed by the Owner, all lands in **Schedule "E"** then not reconveyed shall be conveyed to it.

Upon the commission of any final default the Owner shall cease to have the right whatsoever in any lands described in **Schedule "E"** which have not been reconveyed by the City to the Owner and the City shall thereafter stand possessed of the said lands free of any claim thereto by the Owner, and may retain the same parts or parts thereof, or may sell the same or parts thereof from time to time, in such manner, and at such prices as it shall see fit, and may retain the proceeds of any such sale or sales, and shall not be required to account in respect thereof to the Owner or any one claiming under it.

It is expressly declared and agreed by the Owner that upon a statutory declaration of the City Clerk being made to the effect that the Owner has committed a final default under the terms of this Agreement, no subsequent purchaser or chargee of any of the said lands shall be obliged to make any enquiry into the alleged default, the giving of notice thereof, or any other matter affecting the right of the City to convey or otherwise deal with any or all of the said lands free of all claim by the Owner, and the City shall be entitled to so convey or otherwise deal with the said lands and may retain the lands or any of them, free of all claim thereto by the Owner, whether any default in fact occurred, whether any notice required was in fact given, and whether any default was in fact a final default. Any right of the Owner to make



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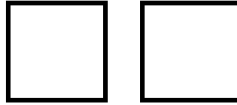
any recovery in any way touching upon the said lands after the making of the statutory declaration as aforesaid shall be confined and limited to the recovery of damages against the City in the event that it is found that no final default in fact occurred.

15. EXECUTION AND CONVEYANCE OF EASEMENTS

Prior to registration of this Agreement, the Owner shall submit to and have approved by the City, a reference plan of sewer easements for this subdivision and shall submit conveyances of the lands described in **Schedules "D", "E" and "F"** hereto. Executed conveyances satisfactory in form to the City Solicitor shall be delivered to the City and a blank space shall be left in the descriptions for the insertion of the number of the registered Plan when such number had been assigned, and the Owner hereby irrevocably constitutes and appoints the City Clerk or City Solicitor as its lawful agent and attorney for the purpose of inserting the said number of the registered Plan where required, and for delivering the completed conveyances to the City and for registering the same at the expense of the Owner.

16. PROPOSED SCHOOL SITES

- 16.1 The Owner shall advise all purchasers that there is no commitment by the London District Catholic School Board to construct a permanent educational facility within the development area at this time. Sufficient pupil accommodation will not be available for all anticipated Catholic students residing within the development area. The London District Catholic School Board reserves the right to accommodate Catholic students in temporary (holding) facilities and/or bus students to educational facilities outside of the development area, and further, such students may later be transferred to a neighbourhood school should one be constructed.
- 16.2 The Owner shall inform all Purchasers of residential lots by including a condition in all Purchase and Sale and/or Lease Agreements stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.
- 16.3 The Owner shall set aside an area or areas (**being Block(s) _____**) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.
- 16.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.
- 16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.
- 16.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.
- 16.7 The Owner agrees that the school blocks shall be:



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- (a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and
- (b) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.

16.8 Where the Owner has been required to improve the site by grading, top-soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of his obligations under this Agreement.

16.9 If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.

17. UNDERTAKING OF WORK BY CITY FORCES

If pursuant to this Agreement and in the opinion of the City, the City finds it necessary to enter upon the lands covered by this Agreement to perform any work and service, including maintenance, or remedy any defective work which the Owner should have completed in accordance with this Agreement, the City shall be deemed to be acting as an agent of the Owner and shall not be deemed to have assumed any work or service by so doing. The process for the undertaking of work by City forces shall be in accordance with the City's Subdivision and Development Agreement Security Policy.

The City may exercise its option under this clause without considering the Owner to be in default as defined in Section 18 herein.

18. DEFAULT

Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the City, at its option, may declare that the Owner is in default. Notice of such default shall be given as provided in Section 21 hereof, and if the Owner shall not remedy such default within such time, as provided in the notice, the City may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Section 21 herein.

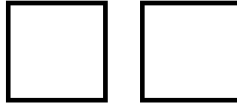
19. REMEDY ON GIVING NOTICE OF DEFAULT

Upon notice of default having been given, the City may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

20. REMEDIES ON FINAL DEFAULT

Upon final default of the Owner the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- 20.1 Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- 20.2 Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;



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- 20.3 Retain any sum of money heretofore paid by the Owner, to the City, for any purpose, and apply the same in payment or part payment for any work which the city may undertake;
- 20.4 Assume any work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefor;
- 20.5 Bring action to compel specific performance of all or any part of this Agreement or for damages; and
- 20.6 Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law, and all the remedies herein set out are conclusively deemed to be additional to and wholly apart from the loss of the Owner's right to reconveyance of the lands or repayment of monies as set out in **Schedule "E"** resulting from the final default as herein provided. If the City shall recover any monies by reason of final default, from or on account of the Owner then the City's damages shall be reduced by the net actual return from the sale of the said lands described in **Schedule "E"**, and it is expressly agreed that the damages of the City arising out of final default shall not be less than the net sale value of the said lands.

21. NOTICE

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **NAME OF OWNER AND ADDRESS London, Ontario** and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

Wherever in this Agreement the City is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing, to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

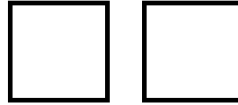
22. PAYMENT OF SOLICITORS' COSTS

The Owner consents to the registration of this Agreement upon the title of the lands within the Plan, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the City in any way arising out of this Agreement, including the preparation and review thereof and of other deeds, conveyances, registrations and agreements.

23. PAYMENT OF RATES, TAXES AND LEVIES

Prior to the registration of this Agreement, the Owner shall pay any outstanding local improvement charges and/or any other municipal charges on the lands described in **Schedule "A"** to this Agreement, by commutation, and any outstanding taxes on the said lands shall be paid.

The Owner agrees that in respect of any lands described in **Schedule "E"**, notwithstanding the provisions of the *Assessment Act*, R.S.O. 1990, c.A. 31 and amendments thereto, it will, while title thereto is vested in the City pay to the City an amount equal to all municipal taxes, rates, charges and assessments, including local improvements, which would



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have been assessed and levied if such lands were vested in the Owner, and such amount shall be paid at the time such taxes and rates would have been payable. In the event of final default, the amount to be paid by the Owner shall be pro-rated at the time of final default. Subject to the foregoing, the Owner hereby irrevocably authorizes the City Clerk to enter the said amount on the Collector's Roll and the Collector to collect the said amount as if it were taxes.

24. IDENTIFICATION SIGNS / SITE SIGNAGE

24.1 The Owner shall:

1. erect, or cause to be erected, at his entire expense, subdivision identification signs in accordance with the City's standard "Specifications for Subdivision Identification Signs", as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the City;
2. maintain all signs erected pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and will not be removed until 95% of all the subdivision housing units have been built and occupied;
3. notwithstanding any other provisions of this Agreement, refrain from making any application for building permits, which includes a permit restricting occupancy, until such time as the Owner has complied with subsections (a) and (b) of this clause;
4. prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect a sign at each street entrance to the subdivision informing the public that the subdivision is un-assumed by the City. The sign shall be erected and shall be maintained until assumption, all to the satisfaction of the City, at no cost to the City. The sign shall read;

This subdivision is currently not assumed by the City. Responsibility for the maintenance remains with **(name of the developer)**. All City of London by-laws still apply; and

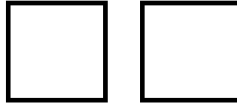
5. prior to the construction of any dwellings within this Plan, erect at all street intersections and other locations as required by the City, permanent signs designating street names, parking restrictions and other information as required by the City, installation and maintenance shall be the responsibility of the Owner, and at no expense to the City. All signs shall be of a design approved by the City.
6. prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City.

a. PROVISIONS OF DEVELOPMENT

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

25.1 STANDARD REQUIREMENTS

- (a) Prior to the construction of any works on existing City streets, the Owner shall



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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".

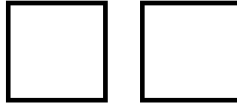
- (b) The Owner shall advise the City in writing at least two (2) weeks prior to connecting, either directly or indirectly, into any unassumed services constructed by a third party, and shall save the City harmless from any damages that may be caused as a result of the connection of the services from this subdivision into any unassumed services.

Prior to any connection being made to an unassumed service, the following shall apply:

- i) The unassumed services must be completed and conditionally accepted by the City;
 - ii) The Owner shall have a video inspection completed on all affected unassumed sewers; and
 - iii) All Ministry of Environment, Environmental Compliance Approvals (ECA) associated with the Owner's proposed servicing works and all applicable permits must be obtained by the Owner and be in good standing.
- (c) Prior to any open burning of any material on site, the Owner shall obtain approval from the London Fire Department.
- (d) Should the Owner develop this Plan in stages, prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall submit to the City for approval, a schedule of constructing the proposed staged development including the streets and proposed Lots to be constructed in each stage.

Prior to the issuance of a Certificate of Conditional Approval for each stage of development, the Owner shall satisfy the following matters to the specifications and satisfaction of the City, and all at no cost to the City:

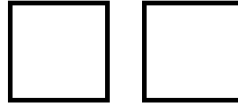
- (i) construct a minimum of two (2) access roads to at least a granular 'B' road condition between the approved staged area and one or more existing City streets in order to provide primary and secondary emergency access routes to the Lots and Blocks in the approved staged areas. Should one or more of these access roads not be located on a road allowance in this Plan, then the Owner will be required to deed to the City an adequate right-of-way over each of the said access roads to the specifications of the City and at no cost to the City, prior to any building permits being issued in the approved staged area. The City agrees to quit claim each of the aforementioned rights-of-way after the City determines that they are no longer required for emergency access purposes;
- (ii) submit flow design calculations prepared by its Professional Engineer of the proposed looped and unlooped watermain systems to service the approved staged area to the City's Water Engineering Division for review and approval;
- (iii) construct the looped and unlooped watermain systems as approved by the City's Water Engineering Division to the extent where the watermains are operational and adequate fire flows are proven to be



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available to the satisfaction of the City's Water Engineering Division;

- (iv) construct barricades at the limits of all dead-end streets in the approved staged area as required by the City. The barricades are to be installed at the same time as the placement of the granular 'B' on affected streets;
 - (v) erect signs on dead-end streets in the approved staged area, where applicable, with a notification that the street is to be a through street in future;
 - (vi) construct a temporary turning circle to City standards where a dead-end street in the approved staged area is greater than 45 metres (150 feet) long; and
 - (vii) restrict construction traffic to and from this subdivision to designated streets, and if necessary place barricades as required to restrict construction traffic, such that no construction traffic to and from this subdivision will utilize existing streets adjacent to this Plan, except as approved otherwise by the City.
- (e) Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall designate to the City which Lots in the Plan the Owner initially wants to remove from the holding provision, up to the maximum number of Lots that may develop without restrictions.
- (f) The Owner shall adhere to the recommendations of its Geotechnical Professional Engineer who shall provide full time supervision 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 Professional Engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a Geotechnical Professional 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 Professional 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 Professional 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 within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot within the Affected Lands must adhere to the recommendations of the Geotechnical Professional Engineer, and shall deliver a certificate of a Geotechnical Professional Engineer to the City's Director of Building Control upon completion of the foundation on the Lot within the Affected Lands that the building construction was completed in accordance with the Owner's Geotechnical Professional Engineer's recommendations.
- (g) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide adequate temporary measures, if necessary, such as easements,



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catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this Plan.

- (h) Prior to the issuance of a 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(s) (Block(s) _____)** in accordance with City Standard No. SR-7.0.
- (i) In the event the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted Lots in this Plan in accordance with the approved final Lot layout and approved revised servicing drawings, to the specifications of the City and at the Owner's entire expense. The Owner further agrees that 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 buildings on the relotted Lots. Should the amount of security held by the City at the time the Lots 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 a Certificate of Conditional Approval for the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City in accordance with the City's security requirements.

<INSERT SPECIAL PROVISIONS HERE >

25.2 CLAIMS

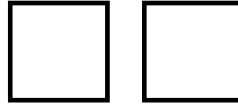
- (a) Where the Owner undertakes works at their entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim and the claim is made from the City Services Reserve Fund or the Capital Works Budget, the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1496-244 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 8, of the above by-law including requirements for tendering and completeness of claims.
- (b) If the Owner alleges an entitlement to any reimbursement or payment from the City Services Reserve Fund 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 City Services Reserve Fund.

The anticipated reimbursements from the Fund are:

- (i) for the construction of **XXXXXXXXXXXX**, the estimated cost of which is \$ _____;

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

- (c) Upon approval of an application for a claim to the CSRF, the City shall pay the approved claim in full to the Owner subject to the limits of discussed above and in accordance with the Council approved "Source of Financing Report" and the then in force Development Charges By-law and any policies established



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thereunder.

25.3 METHANE GAS

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 CBO immediately, and if required by the City Engineer/CBO, the Owner shall, at his expense, retain a Professional Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the City Engineer/CBO. If the report indicates the presence of methane gas, then all of the recommendations of the Professional Engineer contained in any such report submitted to the City Engineer and CBO shall be implemented and carried out under the supervision of the Professional Engineer, to the satisfaction of the City Engineer/CBO 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.

<INSERT ANY SPECIAL PROVISIONS HERE >

25.4 CONTAMINATION

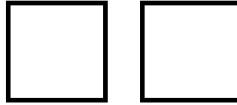
If there is known contamination on the site or contamination is encountered on this site, the Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a geotechnical engineer to provide, in accordance 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.

Should the site be free of contamination, the Owner shall have its geotechnical engineer provide certification to this effect to the City.

<INSERT SPECIAL PROVISIONS HERE >

25.5 EROSION AND SEDIMENT CONTROL

- (a) Sufficient precautions shall be taken, as outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources, to prevent erosion resulting from development of this Plan, all to the satisfaction of the City Engineer.
- (b) The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources. These measures are to be approved by City



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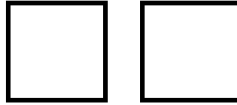
Engineer and installed prior to commencing any construction on this subdivision, and are to remain in place until construction as required under this Agreement has been completed to the specifications of the City.

- (c) The Owner shall have its Professional Engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the City Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith. The monitoring reports are to be submitted to the City Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are assumed by the City.
- (d) Prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall have its Professional Engineer certify to the City Engineer in the form as set out in **Schedule 'J'** to this Agreement, that the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site, where applicable, or were installed immediately upon completion of construction of the works for which these control measures were designed, where applicable, all as recommended by the Owner's Professional Engineer and as specified on the drawings accepted by City for construction. Further, the Owner's Professional Engineer's certification must confirm that the required erosion and sediment control measures were maintained and operating as intended, in accordance with the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) during construction as required under this Agreement. If construction within this Plan is completed in phases, certification from the Owner's Professional Engineer as specified in this clause above must be provided to the City Engineer to cover each individual construction phase.
- (e) The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the City.

<INSERT SPECIAL PROVISIONS HERE >

25.6 GRADING REQUIREMENTS

- (a) The Owner shall prepare, and have approved by the City Engineer, a Subdivision Grading Plan for the Lots and Blocks on this Plan.
- (b) Each Lot shall be graded to conform generally to the elevations and grades shown on the accepted Subdivision Grading Plan attached hereto as **Schedule "I"** for the fully developed Lot including the building, the landscaping and the paved driveway.
- (c) No building shall be constructed on a Lot on this Plan until a Certified Lot Grading Plan has been filed for that Lot with the City showing:
 - (i) the proposed finished elevation of the Lot at each corner of the Lot;
 - (ii) the proposed finished elevation of the Lot at the front and rear of the building;
 - (iii) the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;



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- (iv) the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto the Lot from the basement of the building, and the proposed elevation of any basement window openings;
- (v) the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin; and
- (vi) any abrupt changes in the proposed finished elevation of the Lot.

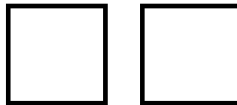
The Lot Grading Plan shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying thereon that the Lot Grading Plan conforms to the accepted area or Subdivision Grading Plan filed with the City.

- (d) No building shall be constructed beyond the completion of footings until there has been filed with the City an Owner's Interim Grading Certificate bearing the signature and seal of either a Professional Engineer certifying that the elevation of the top of foundations will conform with the Certified Lot Grading Plan.
- (e) No newly constructed building shall be occupied or used unless the Lot is rough graded, to the satisfaction of the City, so that water will not accumulate at or near the building and will not adversely affect adjacent properties.
- (f) Within seven (7) months of occupancy of a building on a Lot, an Owner's Final Grading Certificate shall be deposited with the City. The Final Grading Certificate shall bear the signature and seal of the Owner's Professional Engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of the Lot generally conform to the accepted area or Subdivision Grading Plan and the Certified Lot Grading Plan.
- (g) Assumption of the subdivision works and services shall not take place until all the appropriate certificates have been received by the City.
- (h) After a Lot is graded in accordance with the accepted area or Subdivision Grading Plan and the Certified Lot Grading Plan, no change shall be made to the actual finished elevation and grading of the Lot in any way that results in a material alteration of drainage on or across the Lot or adjacent lands. Each Lot owner shall be responsible for any adverse impacts caused by any change to the finished elevation and grading of their Lot.

<INSERT SPECIAL PROVISIONS HERE >

25.7 STORM WATER MANAGEMENT

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in 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 SWM criteria and environmental targets for the [redacted] Subwatershed Study and any addendums/amendments;
 - ii) The accepted [redacted] Municipal Class Environmental Assessment (EA) Schedule '1' Report for the

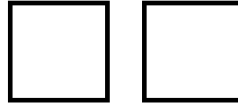


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_____ Title _____ (Month, Year) and any addendums/amendments;

- iii) The approved Functional Stormwater Management Plan for _____;
 - iv) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - v) The approved _____ for the subject lands;
 - vi) The City’s Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - vii) The City of London Design Specifications and Requirements Manual, as revised;
 - viii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- (b) The Owner shall accommodate the major stormwater overland flows within this Plan from upstream (external) lands in accordance with the approved design studies and accepted engineering drawings, and to the satisfaction of the City Engineer, at no cost to the City.
 - (c) The Owner shall ensure that the post-development discharge flow from the subject site does not exceed the capacity of the stormwater conveyance system, to the satisfaction of the City Engineer. 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, to the satisfaction of the City Engineer, at no cost to the City.
 - (d) Further to the certification provided by the Owner’s Professional Engineer that the subdivision 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 and 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.
 - (e) The Owner shall implement SWM Best Management Practices (BMP’s) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City.
 - (f) Prior to the issuance of any Certificate of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes, for the subject lands must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
 - (g) The Owner shall address forthwith any deficiencies of the stormwater works associated with this Plan, to the satisfaction of the City Engineer, at no cost to the City.

<INSERT SPECIAL PROVISIONS HERE >



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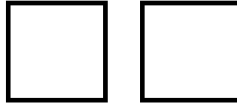
25.8 SANITARY AND STORM SEWERS

- (a) Storm and sanitary trunk sewers shall be constructed within the limits of the subdivision beyond if required of such size, type, position and extent as are shown on the plans and and specifications approved by the City Engineer or as otherwise required by him in writing. The City may require this work to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to provide a satisfactory outlet for said storm and sanitary trunk sewers from the limits of this subdivision to the point of junction with the approved City sewer outlet.
- (b) Sewage treatment capacity is available for this Plan and will be reserved by the City for this Plan provided this Plan and this Agreement are registered within one (1) year of the date of this Agreement.

In the event that this Plan and this Agreement are not registered within one (1) year of the date of this Agreement 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 must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the [REDACTED] Subwatershed, and connect them to _____. 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.
- (d) The Owner shall provide a maintenance access for all sanitary sewer manholes which will be located in easements on private property or ensure the manholes will be located within a paved area in a location acceptable to the City Engineer to facilitate maintenance of the sanitary sewer system. The Owner shall ensure all storm sewer manholes which will be located in easements on private property, shall be located within a paved area or alternative location which will allow access to the satisfaction of the City Engineer.
- (e) Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.
- (f) Storm sewers with storm private drain connections shall be constructed to the lot line of every Lot in the subdivisions. The requirement for the storm private drain connections may be waived if the Owner's Geotechnical Professional Engineer certifies that foundation drains and sump pumps are not required
- (g) No weeping tile connections will be permitted into the sanitary sewers in this Plan.
- (h) The Owner shall notify its Professional Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner further agrees to have its Professional Engineer investigate the matter and comply with the recommendations of its Professional Engineer as approved by the City with respect to the sewer or drain encountered, such as connecting the existing sewer to a new sewer being constructed or into another existing sewer, at no cost to the City. Adequate sewer easements are to be provided to the City



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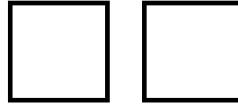
if necessary.

The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site which would have an adverse effect on neighbouring properties. Should such an interruption occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Professional Engineer and to the satisfaction of the City, at no cost to the City.

- (i) The Owner further covenants and agrees that if a class of bedding to be used in the installation of sewers in this subdivision has a load factor greater than 1.5, the Owner shall have the work done under the direction of its Professional Engineer, represented by a competent inspector who is to be present during the installation of such pipe, and have the Professional Engineer certify same, all at no cost to the City.
- (j) The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands [redacted described], or an alternative sanitary outlet, to the satisfaction of the City Engineer, at no cost to the City, should the said block not be developed in conjunction with or serviced through other lands to the east of this block intended to be jointly developed as a school.
- (k) The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:
 - (i) commence upon completion of the Owner's service work connections to the existing unassumed services; and
 - (ii) continue until the time of assumption of the affected services by the City.
- (l) With respect to any services and/or facilities constructed in conjunction with this Plan, the Owner shall permit the connection into and use of the subject services and/or facilities by outside owners whose lands are serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, which may include the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities

- (m) The Owner shall take measures to control and prevent any inflow and infiltration and silt from entering the sanitary sewer system during after construction, all to the satisfaction of the City 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 the first occupancy. This plug may only be removed by



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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;

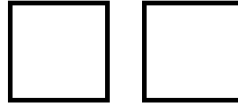
- (ii) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;
 - (iii) Installation of Parson manhole inserts (or approved alternative satisfactory 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) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented;
 - (v) The Owner shall cap private drain connections to lots which are vacant or not occupied in this Plan 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. If any private drain connection is found without a cap, the Owner shall ensure a cap is installed within 48 hours of being advised by the City. The removal of the cap shall be at the cost of the Owner and shall be made only at the time of or immediately prior to occupancy of that lot.
- (n) In the event that flow conditions in the sanitary system indicate that flows are in excess of theoretical flows, and until such time as the sewer is assumed by the City, the Owner may be required to:
- (i) Undertake smoke testing and provide a record of the results to the City Engineer; and
 - (ii) Alternatively, permit the City to undertake smoke testing, flow monitoring, or other testing of the connections to the sanitary sewer to determine if there are connections which would permit inflow and infiltration into the sanitary sewer. The Owner will be responsible to correct any improper connections and/or deficiencies at no cost to the City.

<INSERT SPECIAL PROVISIONS HERE >

25.9

WATER SERVICING

- (a) Watermain shall be constructed within the limits of the subdivision beyond if required of such size, type, position and extent as are shown on the plans and and specifications approved by the City Engineer or as otherwise required by him in writing. The City may require this work to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to connect to the existing water supply system at satisfactory locations, as approved by the City Engineer.
- (b) Prior to the approval of the water service connection by the City Engineer and the issuance of a building permit, the Owner shall refrain from installing water service to any Lot.



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- (c) 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, all to the specifications of the City Engineer.
- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have it's Professional Engineer confirm water quality requirements for the watermains in this plan are being implemented in accordance with the accepted design studies and City standards to demonstrate there is adequate water turnover to maintain water quality or implement any accepted recommendations 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 by the Owner's Professional Engineer in order to justify the settings for the automatic flushing device.

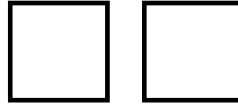
all to the satisfaction of the City, at no cost to the City.

- (e) 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, to the satisfaction of the City.
- (f) Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or top coat surface asphalt on any street in a new subdivision, such water service connection shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or top coat surface asphalt, except where in the opinion of the City Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.
- (g) The Owner shall ensure that the installation of services associated with this Agreement does not cause a depletion or reduction of water in any wells on adjacent lands. Where this is unavoidable, the Owner shall provide for adequate water supply to the affected properties to the satisfaction of the City Engineer and at no cost to the City.

<INSERT SPECIAL PROVISIONS HERE >

25.10 HYDROGEOLOGICAL WORKS

- (a) The Owner shall implement sufficient short-term measures, such as following proper dewatering procedures, and long-term measures, in accordance with recommendations of its Professional Engineer, prior to and during the regrading and construction of services and structures within this Plan, to ensure that the existing hydrogeological regime within and adjacent to this Plan, and any existing vegetation and/or exiting wells that depend on it, will not be adversely affected, all to the satisfaction of the City and at no cost to the City.
- (b) The Owner shall decommission and permanently cap any abandoned wells located in this Plan, in accordance with current Provincial legislation, regulations and standards. It is the responsibility of the Owner to determine if any abandoned wells exist in this Plan and further shall file the necessary documents with the Ministry of Environment and the City indicating proper decommissioning



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has occurred.

Prior to the issuance of a Certificate of Conditional Approval for any works in this Plan, the Owner shall provide to the City a copy of the contractor’s “Well Abandonment Record” for each well that is decommissioned, or as otherwise acceptable to the City.

In the event that an existing well located in this Plan is to be kept in service, the City accepts no responsibility for the well, and makes no assertion, implied or otherwise, about the quantity or quality of water available in the well. Further, the Owner accepts all responsibility for protecting the well and the underlying aquifer from any development activity.

- (c) The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by its Professional Engineer, determining the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area and identify any abandoned wells in this plan, assess the impact on water balance and any fill required in the plan, to the satisfaction of the City Engineer.

If necessary, any recommendations addressing any contamination impacts that may be anticipated or experienced as a result of the said construction as well as provide recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site.

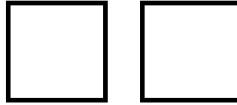
Prior to the issuance of any Certificate of Conditional Approval, the Owner’s Professional Engineer shall certify that any remedial or other works as recommended in the above accepted hydro geological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

<INSERT SPECIAL PROVISIONS HERE >

25.11 ROADWORKS

- (a) Prior to commencing any construction on this site, the Owner shall notify the City of London Police Services of the start of construction for this Plan of Subdivision.
- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
 - (i) a fully serviced road connection where [redacted] and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced secondary collector road [redacted], including all underground services and related works;
 - (iii) install temporary street lighting on [redacted] at the intersection of [redacted];
 - (iv) construct left and right turn lanes on [redacted].

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 [redacted] in accordance with current City



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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.

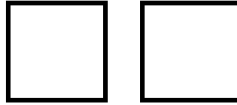
Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area 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.

- (c) 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. The Owner shall restrict the construction traffic to and from this subdivision to the accepted construction access route except as otherwise approved by the City.

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, may be removed with the issuance of the Certificate of Conditional Approval, unless otherwise directed by the City. Should the subdivision develop in stages as allowed by other conditions of this 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.

- (d) The Owner shall be responsible for winter roadway maintenance for unassumed road(s) within this plan for the two (2) year period following the issuance of the Certificate of Conditional Approval, at his sole expense. The Owner shall be responsible for the winter maintenance of unassumed sidewalks required herein.

Commencing no later than two (2) years following the issuance of a Certificate of Conditional Approval for each road in this Plan, the City shall undertake winter roadway maintenance of all unassumed road(s) within this plan. The winter maintenance will be undertaken at the Owner's expense at an annually reviewed rate based on City winter maintenance expenses. The Owner shall ensure that the subject road(s) have been constructed to a standard suitable for winter roadway maintenance by the City, including but not limited to installation of base asphalt and curb and gutter, construction of any necessary turnarounds or road connections, installation of maintenance hole covers and valves flush with the base asphalt, catchbasins padded and street name signs installed, all to the specifications of the City Engineer, and all at no cost to the City.



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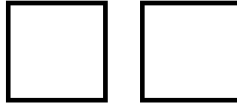
- (e) Winter maintenance work including ploughing, salting and sanding shall be provided for all streets and sidewalks within this Plan of Subdivision to a degree which, in the opinion of the City Engineer, is consistent with the number of residences under construction or occupied on any street.
- (f) The Owner shall construct barricades, as required, at the limits of dead-end streets within this Plan, to the specifications of the City. The barricades are to be installed at the same time as the placement of the granular 'B' on the subject street.
- (g) The Owner shall register against the title of all Lots in the subdivision which have a sidewalk in front of or abutting them, and include in the agreement of purchase and sale for the conveyance or transfer of each of the said Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee until such covenant is fulfilled) stating that the sidewalk construction in front of or abutting the Lot shall be completed by the owner within thirty (30) days after occupancy of the Lot, except in cases where occupancy occurs between November 1 and May 31 and the sidewalk construction cannot be completed within the specified time, in which case the required sidewalk construction shall be completed by the following June 1.

The Owner shall have its Professional Engineer include confirmation on the Final Grading Certificate that the sidewalk fronting or abutting the subject Lot is complete.

- (h) Should a conflict occur between the location of a driveway and the location of a curb inlet catchbasin (CICB), then the Owner shall correct the conflict by either relocating the driveway, except when a parking plan governs, or replacing the CICB with a double catchbasin in the same location as the original CICB, all to the specifications of the City and at no cost to the City.
- (i) Within one (1) year of registration of this Plan, the Owner shall:
 - (i) install street lights on each street shown on the plan of subdivision at locations suitable to the City and in accordance with the specifications and standards set forth by the London Hydro for the City of London for street lighting on City roadways; and
 - (ii) install walkway lighting as necessary on the walkway blocks in this Plan in accordance with City requirements, all to the specifications of the City.

All at no cost to the City and in accordance with the accepted drawings and city standards.

- (j) Prior to issuance of a Certificate of Conditional Approval, all streets and walkways shown on this Plan shall be graded, including fill or excavation as required by the City to their full allowance and the approved road allowance grades from street line to street line shall be maintained at all times to the grades and levels and to the specifications and requirements and to the satisfaction of the City until the date of passing of the by-law assuming the said streets and walkways.
- (k) Concrete curbs and gutters shall be constructed on all streets within the subdivision but construction shall take place only at such times as may be authorized by the City, in writing. The City shall approve, in writing, of the elevation and final grade of the top of the curbs at the midpoint in front of each Lot in the subdivision prior to the construction thereof, and the same shall be constructed to the satisfaction of the City. The Owner shall provide a record of such heights and grades to the City, and shall advise all builders of such heights and grades before construction of buildings commence.

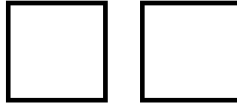


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- (l) Asphalt surfaced roadways shall be constructed on all streets within the subdivision as specified in **Schedule "C"**. The asphalt shall be laid in at such times as may be allowed by the City in writing.
- (m) Concrete sidewalks, in accordance with City standards, shall be constructed along those streets specified in **Schedule "C"**. Sidewalks, where required in the subdivision, shall be constructed with and at the same time as the construction of curbs and gutters or at such time as may be allowed by the City in writing. Sidewalk ramps will be constructed at intersections or where required, to the satisfaction of the City.
- (n) Prior to the issuance of any Certificate of Conditional Approval, concrete sidewalks shall be constructed on all pedestrian walkways shown in this plan in accordance with City Standard SR-7.0 and accepted design drawings and shall extend to the travelled portion of the streets connected by the walkway. Concrete drainage swales and chain link fence shall be provided in accordance with City standard SR-7.0 and accepted design drawings along both sides of such walkways for their entire length. Alternative concrete sidewalks with a flat cross-section, without swales, may be substituted upon approval of the City. Ornamental obstacle posts shall be provided in all walkways as required by the City.
- (o) The Owner shall require the purchaser of any Lot in this Plan, to:
 - (i) install top soil and sod within that portion of the road allowance from the curb to the property line; and
 - (ii) hard surface, to asphalt at minimum, the portion of the driveway from the curb to the property line, not covered by a sidewalk.

all to the specification and satisfaction of the City, and at no cost to the City.

The Owner shall ensure that this work is done after the building is completed and when the landscaping of the Lot is undertaken, and upon failure so to do, the Owner, shall upon notice from the City, forthwith undertake and complete such work at his own expense.
- (p) The City agrees to administer and implement street tree planting on boulevards within the plan of subdivision herein at full cost to the Owner in accordance with the City's Tree Planting Guidelines as they apply to new subdivision developments. This includes, but is not limited to:
 - (i) The Owner shall provide the City with a planting plan at time of assumption showing locations of all built elements such as street lights, driveways, electrical transformers, etc. This Plan will be reviewed and approved by City staff prior to award of assumption; and
 - (ii) The City will invoice the Owner after planting operations have been completed. This invoice will reflect actual planting costs plus administration fee (as outlined in the City's Tree Planting Policy for New Subdivision Development) and applicable taxes. Payment of this invoice will be required prior to "end of warranty" sign off.
- (q) Where traffic calming measures are required within this Plan:
 - (i) 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 prior to the issuance of any Certificate of Conditional Approval in this Plan.



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- (ii) 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.
- (iii) 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 prior to the issuance of a Certificate of Conditional Approval for that section of road.
- (iv) The Owner shall register against the title of all Lots and Blocks on **___(insert street names)___** in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.

<INSERT SPECIAL PROVISIONS HERE >

< THE FOLLOWING IS STD WORDING FOR ALL PARKING PLANS (if included) – SCHEDULE “N” >

- (##) The Owner shall construct the driveways for each Lot 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 Professional Engineer/Surveyor certify for each Lot to the satisfaction of the City 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 Professional Engineer/Surveyor at no costs to the City.

25.12 PARKS

- (a) Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and seed all Park Blocks and Open Space Blocks, transferred to the City as part of the parkland dedication requirements, pursuant to current City Park development standards, to the satisfaction of City, and at no cost to the City.

Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades prior to topsoil installation.

- (b) Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall install a 1.5 metre chain link fence, without gates, along the property limit interface of all private Lots and Blocks adjacent to any park and/or open space Blocks, in accordance with City Standard S.P.O. 4.8, to the satisfaction of the City, and at no cost to the City. Any alternative fencing arrangements shall be to the approval and the satisfaction of the City.

Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City Plan that identifies that the fencing has been installed as per the approved plan.

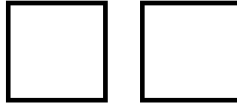
- (c) The Owner shall not grade into any park or open space area. Where Lots abut lands zoned as open space, all grading of the developing Lots at the interface with the park or open space areas are to match grades to maintain existing



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slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the City.

<INSERT SPECIAL PROVISIONS HERE >



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26. ZONING – DRIVEWAY WIDTHS

The Owner shall provide the purchasers of all Lots in the subdivision with a zoning information package which explains Zoning requirements for residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each Lot that their driveway will be installed and maintained in accordance with the requirements of the Zoning By-law. The information package and written acknowledgement shall be in a form satisfactory to the City.

27. ASSIGNMENT

The Owner shall not assign this Agreement without the written consent of the City which consent shall not be unreasonably withheld.

28. ENUREMENT

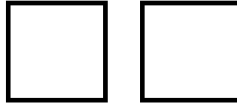
“Except as expressly provided for herein, this Agreement shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.”

29. SEVERANCE OF ULTRA VIRES TERMS

If any term of this Agreement shall be found to be "ultra vires" of the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement "mutatis mutandis" shall be and remain in full force and effect.

30. CONDITIONS IMPOSED BY APPROVAL AUTHORITY

The Owner irrevocably agrees that all conditions and requirements herein contained have been imposed by the Approval Authority prior to registration of the Plan as a condition of his approval of the plan of subdivision, and the Owner irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.



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SCHEDULE "A"

This is Schedule "A" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on in the geographic Township of , now in the City of London, County of Middlesex.

OR

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 1 to XX, both inclusive, Blocks XX and XX, the streets namely and, in the geographic Township of London, now in the City of London, County of Middlesex, according to Plan 33M-_____.

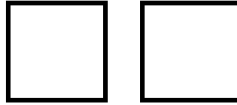


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SCHEDULE "B"

This is Schedule "B" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

Calculated Plan of Subdivision
To be inserted
By Development Services



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SCHEDULE "C"

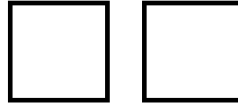
This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

Sidewalks

Pedestrian Walkways



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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 _____ 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:

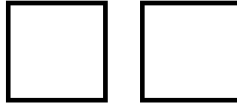
0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL or Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access to lands north of this Plan:	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ 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: **	\$	
BOND PORTION:	\$	_____
TOTAL**	\$	_____

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

CASH PORTION**	\$	
BOND PORTION	\$	_____

(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**	\$	
BOND PORTION	\$	_____

The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by a Professional Engineer

The security shall be supplied to the City in accordance with the policy adopted by the City

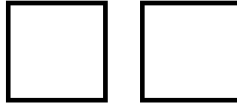


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Council on April 6, 1987, when it approved Clause 15 of the 11th Report of the Planning Committee, and its amendments.

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – Provisions of Development, 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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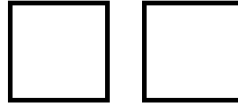
SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ 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 easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City.

Multi-Purpose Easements:

Road Easements:



Subdivision Agreement
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SCHEDULE "G"

This is Schedule "G" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

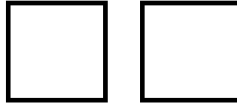
TO: The Corporation of the City of London

Certificate of Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the City of London hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Subdivision Agreement registered as Number _____ relating to Plan Number _____ have been -

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) installed in accordance with the plans and specifications approved by the City.

Certified and delivered under my hand and professional seal at the City of London this _____ day of _____, 20____.



Subdivision Agreement
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SCHEDULE "H"

This is Schedule "H" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

TO: The Corporation of the City of London

Verification of Soils Testing Procedures and Results

For Good and Valuable Consideration now paid by The Corporation of the City of London (hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that

has carried out, at the request of the Owner's supervising engineer and the City, "in situ" density testing of the roadway subgrade, granular pavement materials, asphalt and Benkelman Beam rebound testing of the pavement of various periods during construction of Subdivision and the results have been reported previously.

This testing has been carried out on a periodic basis using normal engineering practices and testing procedures to evaluate the adequacy of the construction and the results indicate that the various design standards and specifications have been achieved.

Certified and delivered under my hand and professional seal at the City of London this _____ day of _____, 20____.

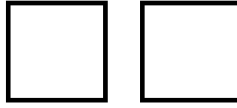


Subdivision Agreement
F. Gerrits

SCHEDULE "I"

This is Schedule "I" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

Lot Grading Plan
To be inserted
By Development Services



Subdivision Agreement
F. Gerrits

SCHEDULE "J"

This is Schedule "J" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

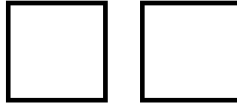
TO: The Corporation of the City of London

Certificate of Compliance for Erosion and Sediment Control Measures

For Good and Valuable Consideration now paid by The Corporation of the City of London, hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that:

- (a) the erosion and sediment control measures required under this Agreement were installed prior to any construction commencing on the site where applicable, or were installed immediately upon completion of construction of the work for which these control measures were designed, where applicable; and
- (b) the required erosion and sediment control measures were maintained and operating as intended in accordance with The Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) during construction as required under this Agreement.

Certified and delivered under my hand and professional seal at the City of London this ____ day of _____, 20__.



Subdivision Agreement
F. Gerrits

SCHEDULE "K"

This is Schedule "K" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

TO: The Corporation of the City of London

Final Certificate of Lot and Block Grading

All Lots and Blocks on Plan 33M-_____ shall be graded including fill or excavation for their full width and length to the grades, levels, and specifications as shown on the accepted subdivision grading plan.

Fully developed Lots/Blocks - including the building, landscaping and paved driveway

Pursuant to Provision 5 - STANDARD OF WORK, of the Subdivision Agreement I hereby certify the following Lots or Blocks are graded to conform generally to the elevations and grades shown on the accepted subdivision grading plan(s) attached as Schedule "I" to the Subdivision Agreement or filed with the City.

Lots/Blocks:_____.

Vacant Lot/Block

Pursuant to Provision 10 - COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE of the Subdivision Agreement I hereby certify that the actual finished elevations and grading of each Lot and Block generally conform to the accepted subdivision grading plan(s).

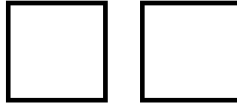
Lots/Blocks:_____.

Under construction Lots/Blocks

I hereby acknowledge that the following Lots/Blocks are under construction and not occupied, but will be final graded in general conformity with the grades and elevations shown on the accepted subdivision grading plan(s).

Lots/Blocks:_____.

Certified and delivered under my hand and professional seal at the City of London this ___ day of _____, 20__.



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SCHEDULE "L"

This is Schedule "L" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

THIS EASEMENT made this ____ day of _____, 20____.

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

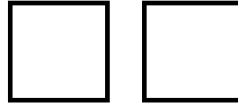
WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

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.



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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.

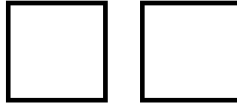
THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion 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.



Subdivision Agreement
F. Gerrits

SCHEDULE "M"

This is Schedule "M" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and _____ to which it is attached and forms a part.

TRANSFER OF EASEMENT, ROADWAYS

[__ 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 an easement for temporary turning circle over the said lands;

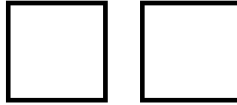
NOW THEREFORE WITNESSETH that in consideration of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to construct, reconstruct, repair, clean, maintain, inspect and use as part of the public highway system of the City of London and as appurtenant thereto, and to the highways in the ownership of the Transferee, and for all times hereafter, a temporary turning circle, of such construction and size as the Transferee may from time to time determine necessary, in, through, over and under the lands situate in the City of London, County of Middlesex, described in the Transfer of Easement to which this Schedule is attached (hereinafter referred to as the "easement lands") for the purposes of a temporary turning circle and temporary passage.

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 easement lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby transferred without being liable for any interference, loss of use or loss of profit which shall or may be caused thereby to the easement 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 as may be necessary or convenient in the exercise of the rights and privileges hereby transferred and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Engineer of the City of London.

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

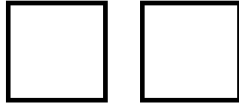


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THE TRANSFEREE COVENANTS AND AGREES THAT this easement is transferred in order to provide a temporary turning circle at the end of **[street name]** on Registered Plan **[33M-]**. After an approved road extension for the aforesaid street has been constructed to the specifications of the Engineer of the City of London, the Transferee will release and abandon this easement to the Transferor or its assigns.

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.

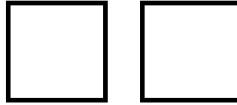
WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.



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APPENDIX "B"

(LDI Response to June 18, 2013 Subdivision Agreement Template)



Subdivision Agreement
F. Gerrits

London Development Institute

July 19, 2013

City of London
300 Dufferin Avenue
London, Ontario
N6A 4L9

Attn.: Aaron Rozentals, P.Eng.

Re: Subdivision Agreement Amendments, 2013

Dear Mr. Rozentals,

Thank you for the opportunity to review the proposed amendments to the City's Subdivision Agreement conditions. We understand from our discussion that the majority of the changes deal with the format of the agreement and correcting the changes related to the reorganization of the City structure and nomenclature.

There are three areas highlighted in blue in the report that are actual changes to the standard conditions that require further discussion as outlined below:

Page 5, Condition 8. Insurance and Indemnity

Conditions 8.1 and 8.2 seem to be a rewording of the existing clauses in the current subdivision agreement and raise no concerns for the industry.

8.3 Environmental Impairment (Pollution) Liability Insurance is NOT covered and is specifically excepted in most insurance policies. We have an insurance broker searching for anyone who will carry this line on insurance and they have approached Lloyds of London which will tell you how rare and expensive this kind of coverage will be. We have not heard back to date.

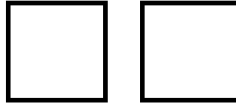
The City should review this issue with insurers to make sure this type of insurance is available before putting it into a subdivision agreement condition.

Also the term "pollutants" in this clause is very far reaching and needs to be better defined.

8.3 (ii), most liability insurance is capped at two years, are you suggesting that we need to be covered for three years?

The term "completion of the work" needs to be better defined. Is it at Conditional Acceptance, Assumption or End of Warranty?

..... developing and planning for a strong London
630 Colborne Street Phone: (519) 642-4331
Suite 203 Fax: (519) 642-7203
London, ON N6B 2V2 e-mail: kennedy@londondev.ca



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8.3 (iii), would suggest that the City intends to keep the developer on the hook indefinitely for claims arising after the three year term of proof of insurance.

Page 13, Condition 23, Identification Signs

24 (b) requires that “permanent signs” be erected designating street names, parking and other signs required by the City prior to the construction of any dwellings in the plan.

The industry has concerns with erecting permanent signs prior to the construction of any dwellings because of damages that can occur to the signage by London Hydro, Union Gas or the contractors building the houses. There are many different contractors on site during the construction of houses that include backhoes, concrete trucks and delivery vehicles that can cause damage to street signs.

We request that this clause be changed to temporary signage needs to be in place prior to construction of houses and the permanent signs are in place prior to assumption at 70% build out of the street or phase.

Page 22, 25.8 (v), Storm Sewers, Sanitary Sewers and Water

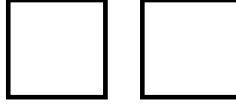
The LDI and a number of Development Managers for member firms met with the City on May 23, 2013 to discuss the resent addition of a clause to provide video inspection of sewers to a letter for Assumption Requirements for the Summerside Subdivision.

Currently the City requires the sewers be flushed and videoed prior to Conditional Approval and flushing only is required at Assumption. The proposed change would be to also require a video at assumption. The video at Conditional Approval is used to ensure that the pipes are installed correctly, there is no deflection in the pipes and the pipes are clean. The flushing of the sewers at assumption should be sufficient to ensure the pipes are clean and operating properly.

The City’s position is that the video is needed at assumption to ensure the sewer is clean and functioning. This primarily stems from a number of incidents where the City operations department has had to clean construction gravel out of sewers that were backing up in recently assumed subdivisions. In these cases it was suspected that this construction debris actually came from the upstream “unassumed” subdivision and operations wanted a video to prove it. They then requested we begin videoing at assumption which should be a City cost not a developers cost.

With the flushing of the sewers at assumption, the contractor will flush the manhole and vacuum out any silt or debris. The industry argues that this flushing alone ensures cleanliness of the sewers and the video will be redundant and only cost additional money to the development.

The development industry believes that this post-assumption construction debris actually comes from builders constructing new homes on lots after



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assumption and we suggested that is where the City should be looking for the cause and enforcing the issue with the builders.

Page 32, Schedule "E"

Schedule "E" lays out the security requirements for the subdivision and there is a double asterisk related to the Cash Portion shown near the top of the page. Part way down the page in bold related to the asterisk is a reference to the \$60,000.00 security required for Erosion and Sediment Control. The Section reference is incorrect and should be changed to 25.7 (b)

The LDI and the City are currently involved with reviewing the Subdivision Security requirements and we would like some background information on the need to post \$60,000.00 for erosion control and whether there was a Council resolution that was passed requiring this payment.

The \$60,000.00 number seems arbitrary without consideration to the amount of erosion and sediment control that is required on a site by site basis. Any background information on the development of this policy would be helpful.

We appreciate being involved in the review of these conditions and please contact me to follow-up on any of the comments in this letter.

Sincerely,
London Development Institute

Jim Kennedy
President, LDI

cc LDI Members