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L. McDougall
File No: SP12-001926

TO:	CHAIR AND MEMBERS – PLANNING AND ENVIROMENT COMMITTEE MEETING
FROM:	D. N. STANLAKE DIRECTOR OF DEVELOPMENT PLANNING
SUBJECT:	APPLICATION BY: ESCALADE PROPERTY CORP. 47 SAUNBY STREET PUBLIC SITE PLAN MEETING FEBRUARY 27, 2012

RECOMMENDATION

That on the recommendation of the Director of Development Planning, the following actions be taken with respect to the site plan approval application by Escalade Property Corp. relating to the property located at 47 Saunby Street:

- a) On behalf of the Approval Authority, the Planning and Environment Committee **BE REQUESTED** to conduct a public meeting on the subject site plan application and **REPORT TO** the Approval Authority the issues, if any, raised at the public meeting with respect to the application for Site Plan approval;
- b) Council **ADVISE** the Approval Authority of any issues they may have with respect to the Site Plan application and **ADVISE** the Approval Authority whether they support the Site Plan application for a duplex dwelling; and,
- c) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues information as shown on attached Schedule A.

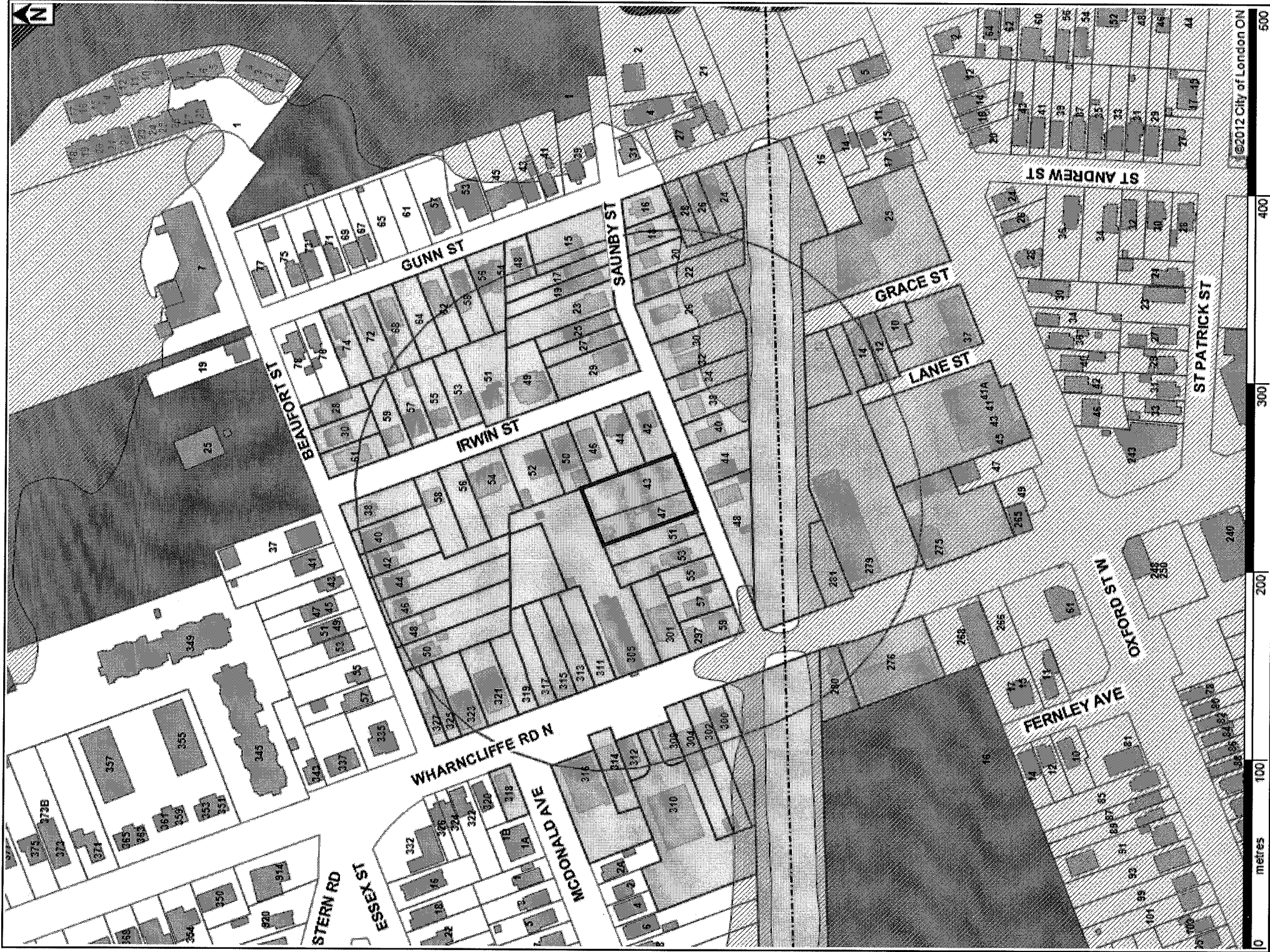
PURPOSE AND EFFECT OF RECOMMENDED ACTION

The purpose of the report is to request the Planning & Environment Committee conduct a public participation meeting to receive feedback from the public and for Planning & Environment Committee and Council to provide advice to the Approval Authority when he is considering the plans, elevations and requirements for the Site Plan.

The need for public engagement is to satisfy Official Plan policies regarding Intensification.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None








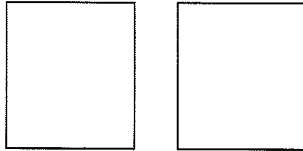
NOTIFICATION MAP

120m Radius Buffer
 Subject Site: 43 and 47 Saunby Street
 File Number: SP12-001930
 Created By: Jeffrey Shaughnessy
 Date: 2012-01-24
 Scale: 1:2500



LEGEND

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



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Elevations - Front and Rear 47 Saunby

REAR ELEVATION

SCALE: 3/16" = 1'-0"

ACCEPTED FOR URBAN DESIGN

JAN 2 2012

Norman Baldinelli
URBAN DESIGNER

**STRICK AND ASSOCIATES
BALDINELLI**

REGISTERED ARCHITECTS
2171 SHEPPARD AVENUE EAST
SUITE 200 SCARBOROUGH, ONTARIO
M1S 4L7
TEL: (416) 291-1111
WWW.STRICKANDASSOCIATES.COM

KIMBERLY AMUZIC
SCALE: 3/16" = 1'-0"
DEC. 21/12

FRONT ELEVATION

SCALE: 3/16" = 1'-0"

ACCEPTED FOR URBAN DESIGN

JAN 2 2012

Norman Baldinelli
URBAN DESIGNER

**STRICK AND ASSOCIATES
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KIMBERLY AMUZIC
SCALE: 3/16" = 1'-0"
DEC. 21/12

47 SAUNBY ST.

JLC HOMES LTD.

141 BURNLEY
LAMBETH ST.
LONDON, ONTARIO
N6P 1P9
TEL: 519-338-3176

SCALE: 3/16" = 1'-0"

DESIGN BY: KJLB

PREPARED BY: *Strick and Baldinelli*

RESIDENTIAL DESIGN & DRAFTING SERVICE
(905) 873-9175 LONDON, ONT.

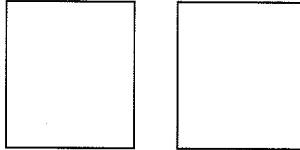
PRINT DATE: DEC. 15, 2011

YEAR: JLC010-01

HWI: 602, PT. 1040
R62: 602, PT. 1040/006

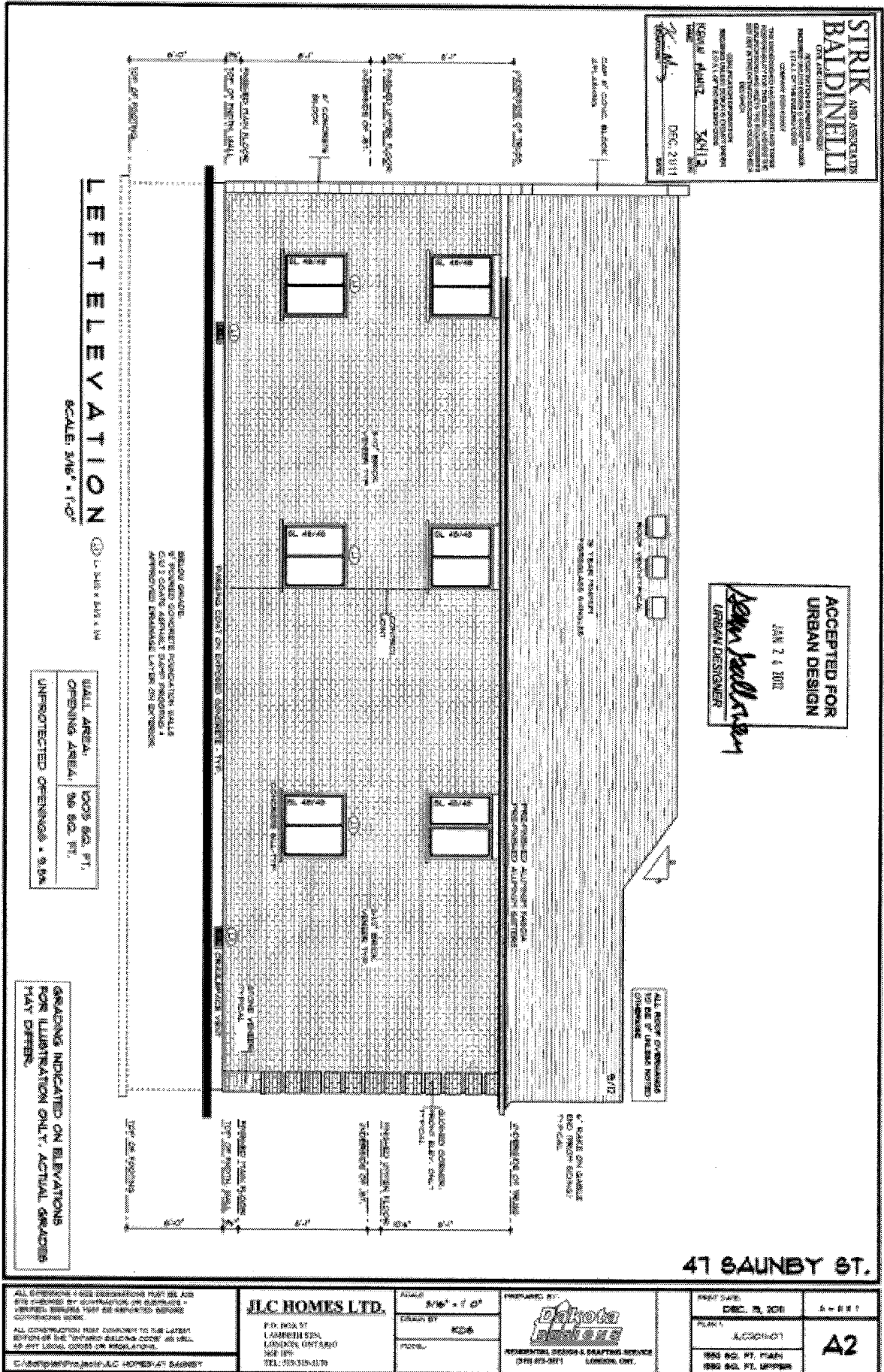
SHEET: A1

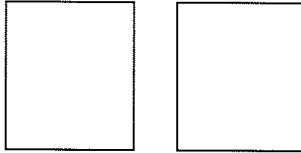
ALL CONSTRUCTION AND FINISHES SHALL BE AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



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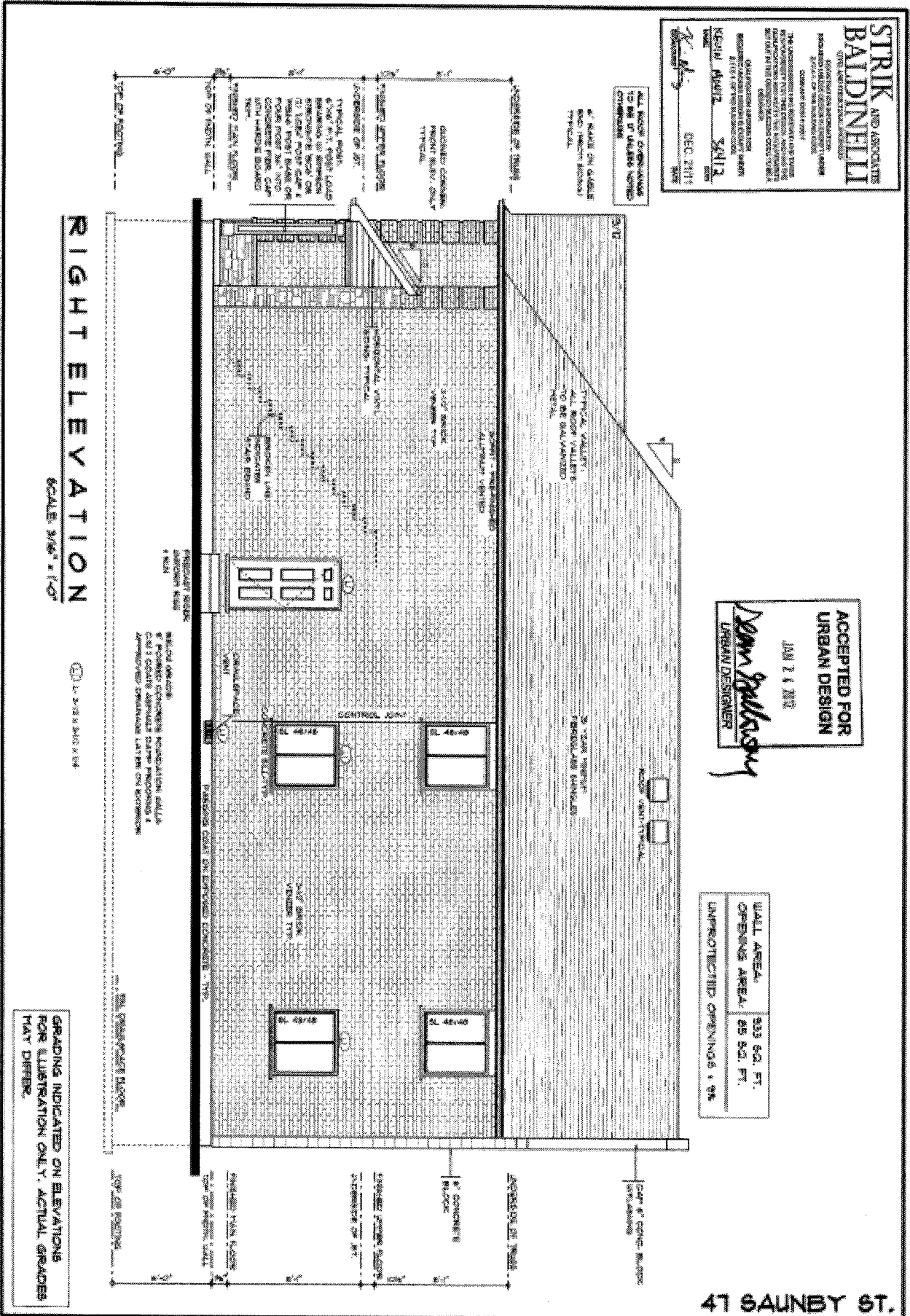
Elevations – West (Left) 47 Saunby





L. McDougall
File No: SP12-001926

Elevation East (Right) 47 Saunby



**STRICK AND ASSOCIATES
BALDINELLI**
ARCHITECTS
1000 WEST 10TH AVENUE
SUITE 100
VANCOUVER, BC V6H 2G6
TEL: 604-275-1111
FAX: 604-275-1112
www.strickandassociates.com

DATE: DEC 2011

ACCEPTED FOR
URBAN DESIGN
JAN 21 2012
Norm Pedersen
URBAN DESIGNER

WALL AREA: 933 SQ. FT.
OPENING AREA: 85 SQ. FT.
UNPROTECTED OPENINGS: 0%

47 SAUNBY ST.

ALL DIMENSIONS & AREA CALCULATIONS MUST BE FOR THE OUTSIDE SURFACE UNLESS OTHERWISE SPECIFIED. UNLESS NOTED OTHERWISE, DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

ALL DIMENSIONS MUST CONFORM TO THE LATEST EDITION OF THE "CANADIAN BUILDING CODE" AS WELL AS ALL LOCAL CODES OR ORDINANCES.

© 2011/2012 Project No. JLC HOMES/PT SAUNBY

JLC HOMES LTD.
P.O. BOX 37
LANEHEAD RD.
LESTERON, ONT L0L 1A0
597 077
TEL: 519-335-5179

SCALE: 3/8" = 1'-0"
DRAWN BY: KDB
DATE: 11/11

PREPARED BY:
ALPHATA ARCHITECTURE
RESIDENTIAL DESIGN & EXTERIOR DESIGN
(416) 421-0471

PROJECT DATE: DEC. 15, 2011	SHEET NO: 2 - 223
PROJECT: JLC011-01	A3
882 SQ. FT. MAIN 882 SQ. FT. UPPER	

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L. McDougall
File No: SP12-001926

Date Application Accepted: January 20, 2012	Agent: Zelinka Priamo Limited
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SITE CHARACTERISTICS:
<ul style="list-style-type: none"> • Current Land Use – Vacant (Previously a Single Family Dwelling) • Frontage – 16.0 m • Depth – 52.2 m • Area – 833.1 m² • Shape – Rectangular

SURROUNDING LAND USES:
<ul style="list-style-type: none"> • North –Residential • South –Residential • East –Residential • West –Residential

OFFICIAL PLAN DESIGNATION: Low Density Residential
EXISTING ZONING: - Residential R2-3(2)

SIGNIFICANT DEPARTMENT/AGENCY COMMENTS

Urban Design

The elevations were approved by the Community Planning and Urban Design Section on January 25, 2012.

PUBLIC LIAISON:	On February 1, 2012 a combined Notice of Application for Site Plan Approval and Notice of Public Meeting was sent out to surrounding property owners and the nature of the application was advertised in the Living in the City section of the London Free Press on February 11, 2012.	0 response received to date.
Nature of Liaison: Same as Requested Action		
Responses: None		

Two empty rectangular boxes for agenda item and page numbers.

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ANALYSIS

Description of the Site Plan

The Owner has demolished the existing single family home on the lot and is proposing to construct a duplex dwelling. The parcel is zoned to permit the duplex use. The proposed duplex maintains the existing street line along Saunby Street. Vehicular access to the property is through the proposed mutual 5.5 m wide driveway, covered by an easement, between the proposed duplex at 47 Saunby Street and the proposed duplex at 43 Saunby Street. The four parking spaces will be located at the rear of the Site behind the duplex. The parking area connects with and "mirrors" the parking area for the proposed duplex at 43 Saunby Street. The proposed building is two storeys. The owner has removed all the existing trees on private property from the site prior to applying for Site Plan Approval. There is a dedicated concrete pedestrian walkway connection from the front porch to Saunby Street. There is currently no existing City sidewalk on Saunby Street.

Is the Proposed Site Plan in conformity with the Official Plan and is it consistent with the Provincial Policy Statement?

The development of a duplex dwelling conforms to the Official Plan and the proposed residential intensification is consistent with the Provincial Policy Statement. The requirement for a Public Site Plan is due to the Intensification Policies in the Official Plan.

Does the Plan Conform to the Residential R2-3(2) Zoning?

The proposed duplex will conform to the zoning regulations subject to the Consent to shift the existing property line between 43 and 47 Saunby Street. The purpose of the consent is to end up with both lots having equal frontage and also to create an easement for the mutual drive. The proposed building will comply with zoning on the new lot.

Is the Site Plan Compatible with Adjacent Properties?

The subject lands are located in the BIGS Community that currently has a mix of single detached, semi-detached, duplex dwellings and apartment buildings. Given the proximity to the University the BIGS community has undergone significant redevelopment. The area surrounding the subject land contains older, one-storey homes with siding exteriors and newer two storey semi-detached and duplex dwellings with brick exteriors. There are existing apartment buildings to the west and north of the subject lands. Parking for area dwellings is in the interior side yard and rear yards.




The site plan as submitted is compatible with the surrounding uses and is considered appropriate for the development of these lands. The proposed elevations are consistent with the existing homes in the area. The duplexes have been designed to provide some consistencies with the existing homes by providing a gable on the front of the dwelling, a covered front porch and utilize a brick veneer material similar to some of the existing homes. The duplex will have 5 bedrooms in each unit. Urban Design approved the proposed elevations.

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CONCLUSION

Based on a review of the applicable Official Plan policies, the Zoning By-law, permitted uses and regulations, and the Provincial Policy Statement, approval of the submitted site plan and elevations by the Approval Authority will be appropriate for the development of these lands. The proposal represents good land use planning and subject to the results of the public meeting, could be recommended for approval to the Approval Authority along with a standard Development Agreement.

PREPARED BY:	SUBMITTED BY:
	
LINDA MCDUGALL LANDSCAPE PLANNER DEVELOPMENT PLANNING	BRUCE HENRY MANAGER OF DEVELOPMENT PLANNING
RECOMMENDED BY:	
	
D. N. STANLAKE DIRECTOR OF DEVELOPMENT PLANNING	

February 8, 2012

DA/DNS/JL

c: David Ailles, Managing Director, DABU
 Pat McNally, Executive Director, PEES Department

Y:\Shared\Site Plan Section\SitePlan Section\2012 Compiled Site Plan Files\Saunby Street 43 & 47 (LM)\2012-02-06 - 47 Saunby Public Site Plan.doc

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L. McDougall
File No: SP12-001926

Bibliography of Information and Materials

Reference Documents:

City of London. *Official Plan*, June 19, 1989, as amended.

City of London. *Zoning By-law No. Z.-1*, May 21, 1991, as amended.

City of London, Notice of Application & Notice of Public Meeting, February 1, 2012.

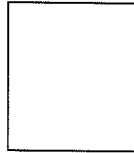
City of London, Living in the City, Notice of Public Meeting, February 11, 2012.

City of London, Site Plan By-law C.P.-1455-451.

Provincial Policy Statement, March 1, 2005.

City of London Site Plan Files SP12-001926 and SP12-001930

City of London Consent File B.061/11



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File No: SP12-001926

Schedule A

The Director, Development Finance has summarized the claims and revenues information for the demolition of a single family home and construction of a duplex dwelling on the land as shown below:

	<u>Estimated Revenue</u>	<u>Estimated Claims</u>
Urban Works Reserve Fund (less demolition credit)	\$7,898 (\$6,627)	\$NIL
Other Reserve Funds (City Services & Hydro) (less demolition credit)	\$19,626 (\$16,450)	\$NIL
TOTAL	\$4,447	

This Agreement made in duplicate this 21st day of March, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
hereinafter called "the City" OF THE FIRST PART;

- and -

ESCALADE PROPERTY CORPORATION
hereinafter called "the Owner" OF THE SECOND PART;

WHEREAS the Owner represents that it is the registered owner of the lands situate in the City of London, in the County of Middlesex, more particularly described in the **Schedule "A"** attached hereto (the "Land"), consisting of a duplex located at what is known municipally as 47 Saunby Street;

AND WHEREAS as a condition of the approval of site plans and drawings for a development on the Land pursuant to Section 41 of the Planning Act, R.S.O.1990, c.P.13., the Owner is entering into this Agreement with the City dealing with the buildings and structures to be erected on the Land and all facilities and works to be provided in conjunction therewith including the provision and maintenance thereof (hereinafter called "the Development ") by the Owner and any and all subsequent owners to the satisfaction of and at no expense to 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, now paid by the City to the Owner (the receipt and sufficiency 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 endure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. **Definitions:** The words and phrases defined in this section shall, for all purposes of this Agreement and of any subsequent agreement supplemental hereto, have ascribed to them the meanings herein specified unless the context expressly or by necessary implication otherwise requires:

"Chief Building Official, (CBO)" means the person holding the position of Chief Building Official for the City of the London, or his/her designate;

"Building" means any structure consisting of walls and a roof which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, or chattels, and includes accessory buildings and structures such as heat pumps or air exchangers, but does not include any vehicle or a fence.

"Fire Chief" means the person holding the position of Fire Chief for the City of London on his/her designate.

"City Engineer" shall mean that the person holding the position of City Engineer for the City of London or his/her designate;

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

"Lot" shall include "Block" and vice-versa.

"Managing Director" means the person holding the position of Managing Director of Development Approvals Business Unit for the City of London or his/her designate.

"Professional Engineer" shall mean 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 and who is retained by the Owner to provide professional engineering services in connection with the Development.

"The Development" shall mean the Buildings and structures to be constructed, erected or placed on the Land or a commercial parking lot established on the Land, and includes all facilities and works to be provided in conjunction therewith as described herein, including the provision and maintenance thereof which shall be undertaken by the Owner and all subsequent owners and that are contained within the limits of the Land or as otherwise indicated herein.

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 thereof 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. Work According to Plans: The Owner shall develop the Land in accordance with the approved site plan, and the elevation drawings, which are attached hereto as Schedules "B", and "C", respectively. The Owner shall submit from time to time one or more plans and drawings as may be required pertaining to any of the buildings, structures, facilities, works and matters to be erected, constructed or installed on the Land, including but not restricted to any plans or drawings specifically mentioned herein. Such plans and drawings as and when approved by the City, whether before or after the date upon which this Agreement is entered into shall be treated as forming part of this Agreement in the same manner and to the same extent as if such plans and drawings had been approved and actually attached to this Agreement at the time that it is entered into. In all matters not herein provided for, the Owner shall develop the Land and shall use the same in accordance with the Site Plan Design Manual and plans and drawings required to be filed and as approved. The provisions of this Agreement and any approved site plan or drawing pertaining to a facility, work or matter shall be construed and applied as complementary to each other but in the event of any conflict the plan or drawing receiving the last approval shall govern.

Upon completion of the Development, the Owner agrees that the responsibility for the repair, maintenance and replacement of any or all of the facilities and works within this Development will rest with the Owner at its sole expense and that the City will have no liability for repair, maintenance or replacement of any works within this Development.

4. Special Provision: In the event that the owner or her contractor elects to construct a new sanitary private drain connection to the sewer in the street and/or replace the existing water service to the main the owner shall apply and receive a permit for the approved works from the City before commencing any work in the road allowance.

5. Completion of Work: All work required under this Agreement, including but not restricted to asphalt surfacing, fencing, establishment of landscaping and development "as constructed" drawings, shall be completed or delivered, as the case may be, within a period of nine (9) months of the date of substantial completion of construction of the Development as determined by the Managing Director. All such work shall be performed to the satisfaction of the City Engineer, and the Managing Director as the case may be.

6. Methane Gas Report: If, during the building or constructing of all buildings, structures, facilities, works and services within this Developments, any deposits of organic materials or refuse are encountered, these deposits must be reported to the City Engineer and the CBO immediately and if required by the City Engineer or the CBO; the owner shall at its expense retain a Professional Engineer competent in the field of methane gas to investigate these deposits and submit a full report on them to the City Engineer and the 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 the CBO shall be Implemented and carried out by and at the expense of the Owner under the supervision of the Professional Engineer, to the satisfaction of the City Engineer and the CBO 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 Engineer for review for the duration of the approved program.

If a permanent venting system or facility is recommended in the report, the owner shall register against the title of each affected Lot and Block and include in any agreement for the sale or transfer of each of the affected Lots and Blocks, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the owner of the subject Lots and Blocks must have the required venting system or facility designed constructed and monitored to the specifications of the City and, that the owner must maintain the installed venting 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 Land.

7. City's Right To Enter: The City or any of its officers, employees, servants or agents and any other persons authorized by the City for this purpose shall have the right at any time and, from time to time to enter upon Land (except any room or place actually used as a dwelling unless the occupant has first been informed that the right or entry may be refused and entry made only under the authority of a search warrant or court order and the occupant has been requested to give and has given consent to enter) and any lands upon which any facility, work or service herein required to be done is being, or has been, erected, constructed, or installed and to make such tests and inspections as it may deem necessary or desirable and to call for and obtain any document, contract, plan, specification, record or other writing or thing, and to give direction to the Owner in any matter touching upon the due completion of the facilities, works and services herein required to be done . The City may require that any or all work shall cease until any breach of plans and specifications or the Managing Director's 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 the Managing Director 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 or from any security posted by the Owner. The City, its officers, employees, servants and agents shall not be liable to the Owner or any occupant of the Land for any losses or damages of any kind whatsoever arising in any way from entry for such purposes.

8. Erosion and Sediment Control: 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 the City and installed prior to commencing any construction of this Development, and are to remain in place until construction as required under this Agreement has been completed to the specifications of the City Engineer. 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 monitoring reports are to be submitted to the Managing Director and City Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are completed to the satisfaction of the City.

9. Grading and Lot Grading:

The Owner covenants and agrees that each lot and block shall be graded to conform generally to the elevations and grades shown on the approved site servicing plan attached hereto as Schedule "C" for the full developed lot or block including the building, the landscaping and the paved driveway.

The Owner further agrees that he shall either impose by a general registration on all lots and blocks in the development a building scheme which includes the following lot and block grading restrictions, or include in the agreement of the sale and in the conveyance or transferee (and by each successive owner after such purchaser or transferee) in the following form to observe and comply with the lot grading restrictions (attached as **Schedule "D"**).

10. Debris and Soil on City Streets: The Owner shall employ measures during the course of Development (including any demolition) so that debris, dirt or other rubbish or refuse is not deposited on any street by vehicles delivering materials to or removing materials from the Land or, if unavoidably deposited on any street is removed as soon as practicable and the street restored to a clean condition. If the Owner is given notice by the City to restore any such street to a clean condition to the satisfaction of the City Engineer and the Owner fails to do so within the time (not exceeding 48 hours) specified in the notice, the City Engineer may take such steps as he considers necessary to rectify the problem and the cost to the City shall be a debt due to the City by the Owner recoverable on demand, or from any security posted by the Owner.

11. Garbage Storage Facilities: Garbage storage facilities that are not located within a Building shall be located, constructed, used and maintained such that odour, noise from use, noise from collection (by other than the City or any of its officers, servants or agents,) accessibility by animals and containment of debris are controlled and view from adjoining streets and properties to garbage storage facilities is screened, all to the satisfaction of the City Engineer. If at any time a change in the location, construction, use or maintenance of garbage storage facilities is contemplated, the Owner shall submit a proposal to and for approval by the Managing Director. The proposal shall include measures as may be required to mitigate the impact of the revised garbage facility. The Owner shall implement the recommendations of the proposal to the satisfaction of the Managing Director.

12. Lighting Facilities: All lighting of the site shall be oriented and its intensity controlled so as to prevent glare on adjacent roadways and residential properties to the satisfaction of the Managing Director.

13. Water Supply and Fire Fighting Access During Construction: Where construction proceeds beyond the foundation stage and wood frame construction is underway, the Owner shall have regard to the separation distances between the proposed construction and existing Buildings on adjacent properties, ensure that adequate water supply for fire fighting is provided within 90 metres of any building and that a fire fighting access shall be maintained capable of carrying the weight of fire fighting trucks to within 45 metres of any Building under construction, until all construction is finished, all to the satisfaction of the Managing Director-and at no cost to the City.

14. Subsurface Drainage: 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 shall have its Professional Engineer investigate the matter and shall comply with the recommendations of its Professional Engineer as approved by the City Engineer with respect to the sewer or drain encountered. The Owner shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the Land which would have an adverse effect on neighbouring properties. If such an interruption should 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 Engineer at no expense to the City.

15. Abandoned Private Drain Connections: Any abandoned existing private drain connections shown on the site plans or encountered during construction shall be excavated at the street line and sealed to the satisfaction of the City Engineer, all at no cost to the City.

16. Existing Private Drain Connections: Any existing private drain connections which are proposed for re-use shall be excavated at the street line and shall be inspected and approved by the City Engineer for re-use, all at no cost to the City.

17. Work At Owner's Risk: All incidental matters including but not restricted to the removal and planting of trees; cutting, replacing and installing approaches; relocating utilities, pipes, poles, valves and equipment; resetting drains and manholes; and all other things required by this Agreement or by the City Engineer shall be carried out by the Owner at his-its own risk and expense provided all work is to be done to the satisfaction of the City Engineer and by permission and to the satisfaction of the owner of such utilities.

18. Indemnity: Except as otherwise expressly provided in this Agreement, the right of the Owner to use and occupy any untraveled portions of road allowances shall at all times be at the will of the City and the construction and maintenance of any and all curb, pavements, plantings and other improvements or works thereon shall at all times be at the risk and expense of the Owner. The Owner shall indemnify and save the City and any of its officers, employees, servants or agents harmless from and against all actions, suits, claims and demands which may be brought against or made upon the City or any of its officers employees, servants or agents, and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the City or any of its officers, employees, servants or agents in consequence of the use and occupation of untraveled portions of road allowances by the Owner or the construction, maintenance or existence of curbs, pavements plantings and other improvements of the Owner thereon, and such indemnity shall constitute a lien and charge upon the Land. Without limiting the foregoing agreement to indemnify the City may, in case any such action, suit, claim or demand is brought or made against the City or any of its officers, employees, servants or agents, settle any such action suit, claim or demand on such terms as the City shall see fit, and the Owner shall thereupon forthwith pay to the City the sum or sums so paid, together with such sum as shall represent the reasonable costs of the City and its solicitor in defending or settling any such action, suit, claim or demand, provided that no such action, claim, suit or demand shall be settled by the City without giving at least fifteen (15) days notice to the Owner and without the consent of the Owner which shall not be unreasonably withheld.

19. Enforcing Performance of Requirements: In addition to any remedy authorized or permitted by this Agreement or by law, the City may, in default of any matter or thing required to be done by the Owner under this Agreement, do such matter or thing at the Owners' expense, and the City may recover the expense incurred in doing it by action, from any security posted by the Owner, or by recovery in like manner as municipal taxes. No proceeding by the City under this clause and no waiver under any provision of this Agreement shall prejudice the rights of the City in respect of any subsequent default or any matter or thing required to be done by the Owner under this Agreement. The rights of the City may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

20. 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 may, at its option, declare that the Owner is in default. Notice of such default shall be given as provided in paragraph 23 hereof, and if the Owner has not remedied 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 Clause 23.

21. 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.

22. 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: **ESCALADE PROPERTY CORPORATION, PO Box 37** London, Ontario N6P 1P9 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 Engineer 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 facilities, 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 Engineer shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

23. 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:

- (a) Enter upon the Land by its employee, servants, agents and contractors and complete any facilities, 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;
- (b) 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;
- (c) 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;
- (d) Assume any facilities, 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 therefore;
- (e) Bring action to compel specific performance of all or any part of this Agreement or for damages;

(f) Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law.

24. By-laws: Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to and comply with all applicable by-laws of the City. In the event of conflict between the provisions of this Agreement and the provisions of any by-law of the City, the provisions of the by-law shall prevail.

25. Subsequent Owners Bound: Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings therein contained on the part of the Owner shall be conditions running with the land described in Schedule "A" attached hereto and shall be binding upon it, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the Land from time to time (and "Owner", wherever used in this Agreement, is intended and shall be construed to include such subsequent owners and occupiers), and shall be appurtenant to the adjoining highways in the ownership of the City.

26. Separate Covenants: All of the provisions of this Agreement are, and are to be construed as, covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

27. Number and Gender: This Agreement shall be read with all changes to gender required by the context.

28. Assignment: The Owner shall not assign this Agreement without the prior written consent of the City, wherein consent shall not unreasonably be withheld.

29. Payment of Registration Costs: Prior to construction, the Owner shall register this Agreement upon the title of the Land, 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 or review thereof and of other deeds, conveyances, registrations and agreements.

IN WITNESS WHEREOF the City has executed this Agreement by its authorized officers pursuant to C.P. Bylaw 1213-340 as amended and the Owner has hereunto set its hand and seal, or hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE CITY OF LONDON
by its authorized officers:

D. N. Stanlake, Director of Development Planning

George Kotsifas, Director of Building Controls

We have the authority to bind the Corporation.

ESCALADE PROPERTY CORPORATION

(seal)

(seal)

Description of Schedules

Schedule "A"

Title: **Legal Description**

Schedule "B" Page 1 of 1

Drawing Title: **Site Plan**
Drawing Author: Zelinka Priamo Ltd.
Date of Drawing: June 2011
Drawing Latest Revision Date: January 5, 2011
Municipal Address: 47 Saunby Street
City File Number: SP12-001926

Schedule "C" Page 1 of 3

Drawing Title: **Elevations - Front and Rear**
Drawing Author: Dakota Designs
Drawing Number: A1
Date of Drawing: December 19, 2011
Municipal Address: 47 Saunby Street
City File Number: SP12-001926

Schedule "C" Page 2 of 3

Drawing Title: **Elevations – Left Elevation (West)**
Drawing Author: Dakota Designs
Drawing Number: A2
Date of Drawing: December 19, 2011
Municipal Address: 47 Saunby Street
City File Number: SP12-001926

Schedule "C" Page 3 of 3

Drawing Title: **Elevations – Right Elevation (East)**
Drawing Author: Dakota Designs
Drawing Number: A3
Date of Drawing: December 19, 2011
Municipal Address: 47 Saunby Street
City File Number: SP12-001926

Schedule "D" Page 1 of 1

SCHEDULE "D"

Lot and Block Grading Restrictions

The Transferee covenants with the Transferor to observe and comply with the following lot and block grading restrictions, the burden which shall run with these Lands. This covenant shall be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

(i) Obligation to Grade According to Accepted Plan: These lands shall not be graded except in general conformity with the grades and elevations shown on the approved site servicing plan attached to the development agreement or filled with the City Engineer of the City of London.

(ii) Certified Lot Grading Plan: No building shall be constructed on these lands until a Certified Lot Grading Plan has been filed with the Chief Building Official of the City of London showing:

the proposed finished elevation of these lands at each corner of the lot or block;

the proposed finished elevation of these lands at the front of and rear of the building;

the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;

the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation for any basement window openings;

the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin; and,

any abrupt changes in the proposed finished elevation of these lands.

The plan shall bear the signature and seal of an Ontario Professional Engineer who certifies thereon that the Plan generally conforms with the approved site servicing plan attached to the development agreement or filed with the City Engineer.

(iii) Owner's Interim Grading Certificate: No building shall be constructed beyond the readiness to construct structural framing until has been filed with the CBO an Owner's Interim Grading Certificate bearing the signature and seal of either an Ontario Professional Engineer or an Ontario Land Surveyor that the elevations and footings or the foundations generally conform with the Certified Lot Grading Plan.

(iv) Owner's Final Grading Certificate: No newly constructed building shall be occupied or used unless there is filed:

a) prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or;

b) by the following June 1, in the case of substantial completion on or between November 1, and May 31:

with the CBO an Owner's Final Grading Certificate bearing the signature and seal of an Ontario Professional Engineer that the actual finished elevation and grading of these lands generally conform with the approved site servicing plan and the Certified Lot Grading Plan,;

(v) Obligation to Maintain Grading: After the Land is graded in accordance with Clause (i) of these restrictions, no change shall be made to the actual finished elevation and grading of the Lands in any way that results in a material alteration of drainage on or across the Lands or adjacent lands from that shown on the approved site servicing plan and the Certified Lot Grading Plans for these Lands.

(vi) Continuation of Covenant: The Transferee agrees to obtain from any subsequent purchaser or transferee from him a covenant to observe and comply with the restrictions set forth above including this clause.

The Owner further agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the City Engineer.

The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this development to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specification of the City Engineering.