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L. McDougall
File No: SP11-034926

TO:	CHAIR AND MEMBERS – PLANNING AND ENVIROMENT COMMITTEE MEETING
FROM:	D. N. STANLAKE DIRECTOR OF DEVELOPMENT PLANNING
SUBJECT:	APPLICATION BY: DOMUS DEVELOPMENTS LONDON LIMITED 280 CALLAWAY ROAD 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 Domus Developments London Limited relating to the property located at 280 Callaway Road:

- 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 an 18 unit street townhouse development; 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 the h-5 holding provision on the property requiring a Public Site Plan meeting.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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June 17, 2008 - Draft Plan of Subdivision / Rezoning Report 39T-04513, Z-6842








©2011 City of London ON

0 metres 200 400 600

LOCATION MAP

Subject Site: 280 Callaway Road
 Applicant: Domus Developments (London) Inc.
 File Number: SP11-034926
 Planner: New
 Created By: Jeffrey Shaughnessy
 Date: 2011-11-08
 Scale: 1:3700

LEGEND

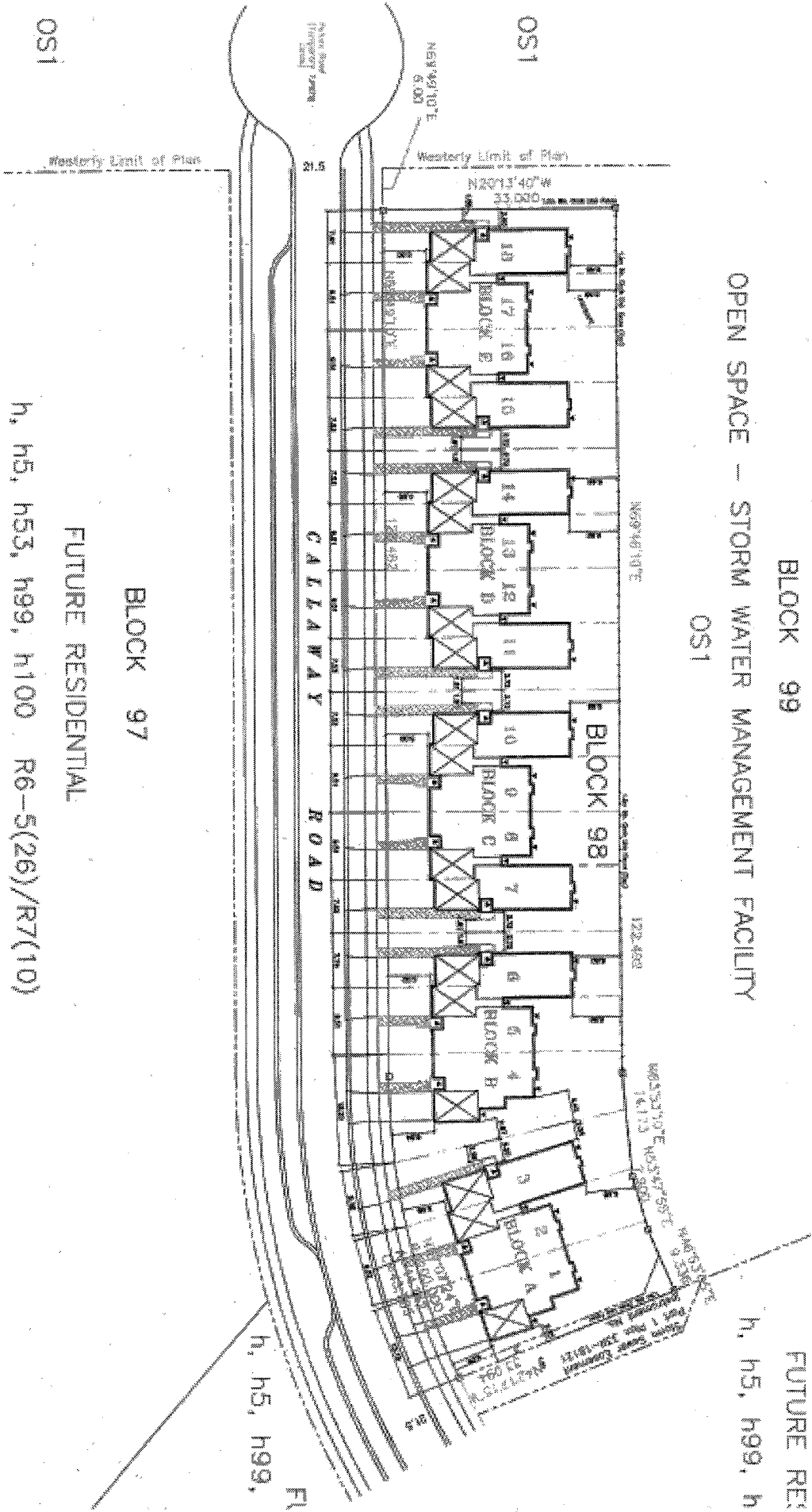
-  Subject Site
-  Parks
-  Assessment Parcels
-  Buildings
-  Address Numbers



Two empty rectangular boxes for agenda item and page numbers.

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Site Plan – 280 Callaway Road



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Elevations - Front 280 (4 Unit) Callaway Road

FILE: URV Townhomes FOLDER: 2449

MATERIAL & COLOR LEGEND

- ① ASPHALT SHINGLES - CHESTNUT BLACK
- ② BRICK IN ALUMINUM FACSA - CACTUS
- ③ ALUMINUM FINES FACSA & SOFFIT - CACTUS
- ④ PREFINISHED FIBRE BOARD - MALIBU BEIGE
- ⑤ PINE WINDOW, DOOR AND CORNER BRATTEN - MALIBU BEIGE
- ⑥ PINE RAILING AND GUARD WITH GLASS - BLACK
- ⑦ PINE HORIZONTAL SING - WOODSTOCK BROWN
- ⑧ PREFINISHED VERTICAL SING - MONTEVAY TAPE
- ⑨ DECORATIVE BRACKET - CHEMCHESI W839
- ⑩ 4" CHEMCHESI MOLDING - M8252
- ⑪ HWT CLAD DASHBOARD WINDOWS - DARK BROWN
- ⑫ HANDCRAFT CUMBERLAND STONE - WEATHERWOOD
- ⑬ GARAGE DOOR - WOODSTOCK BROWN
- ⑭ ENTRANCE DOOR - BLACK
- ⑮ SQUARE DECORATIVE COLUMNS - MALIBU BEIGE
- ⑯ PRECAST CONCRETE SILL
- ⑰ PREFINISHED ROOF VENT (NOT SHOWN)

ACCEPTED FOR URBAN DESIGN
FEB 03 2012
[Signature]
URBAN DESIGNER

PROJECT
UPPER RICHMOND VILLAGE
TOWNHOMES
LONDON, ONTARIO

TITLE
4 UNIT
FRONT ELEVATION

A4.1

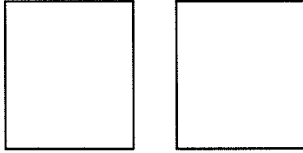
STATUS: SITE PLAN APPROVAL
PLOTTED: 08/31/2011
SCALE: 1/8"=1'-0"
DRN BY: CRW
DATE: FEBRUARY 2012
REV.

DDMUS DEVELOPMENTS
Phone (519) 439-3881
Fax (519) 439-3882

ORCHARD DESIGN STUDIO INCORPORATED
(519) 620-0414

I, L. McDougall, review and take responsibility for the design work on behalf of our firm Orchard Design Studio Incorporated registered under Division C, Part 3 (3.2.4) of the Building Code. I am certified and the firm is registered in the appropriate classes/categories. Firm ID#: 28615 Individual ID#: 21578

Signature: _____



L. McDougall
File No: SP11-034926

Elevations – Rear (4 Unit) 280 Callaway Road

FILE: URV Townhomes FOLDER: 7449

MATERIAL & COLOR LEGEND

- 1 ASPHALT SHINGLES - CHESTNUT BLACK
- 2 BREAK IN ALUMINUM FASCIA - CACTUS
- 3 ALUMINUM EAVES, FASCIA & SOFFIT - CACTUS
- 4 PREFINISHED FRIEZE BOARD - NAVAJO BEIGE
- 5 GREEN WINDOW, DOOR AND CORNER BATTER - NAVAJO BEIGE
- 6 GREEN HORIZONTAL SIDING WITH GLASS - BLACK
- 7 PREFINISHED VERTICAL SIDING - WOODSTOCK BROWN
- 8 DECORATIVE BRACKET - CHEMUREST W6319
- 9 VINYL CLAD DASHBOARD WINDOWS - DARK BROWN
- 10 HARRIS CRAFT CUMBERLAND STONE - WEATHERWOOD
- 11 GARAGE DOOR - WOODSTOCK BROWN
- 12 SQUARE DECORATIVE COLUMNS - NAVAJO BEIGE
- 13 PRECAST CONCRETE SILL
- 14 PREFINISHED ROOF VENT (NOT SHOWN)

ACCEPTED FOR URBAN DESIGN
FEB 03 2012
[Signature]
URBAN DESIGNERS

PROJECT
UPPER RICHMOND VILLAGE
TOWNHOMES
LONDON, ONTARIO

TITLE
4 UNIT
REAR ELEVATION

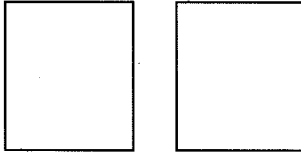
STATUS: SITE PLAN APPROVAL
PLOTTED: 08/31/2011
SCALE: 1/8"=1'-0"
OWN BY: CRW
DATE: FEBRUARY 2012
REV:

DOMUS DEVELOPMENTS
Phone (519) 439-3881
Fax (519) 439-3882

I, *[Signature]*, review and take responsibility for the design work on behalf of our firm, Orchard Design Studio, Incorporated registered under Division C, Part 3 (3.2.4) of the Building Code. I am qualified and the firm is registered, in the appropriate classes/categories. Firm BCN, 28615 Individual BCN, 81978

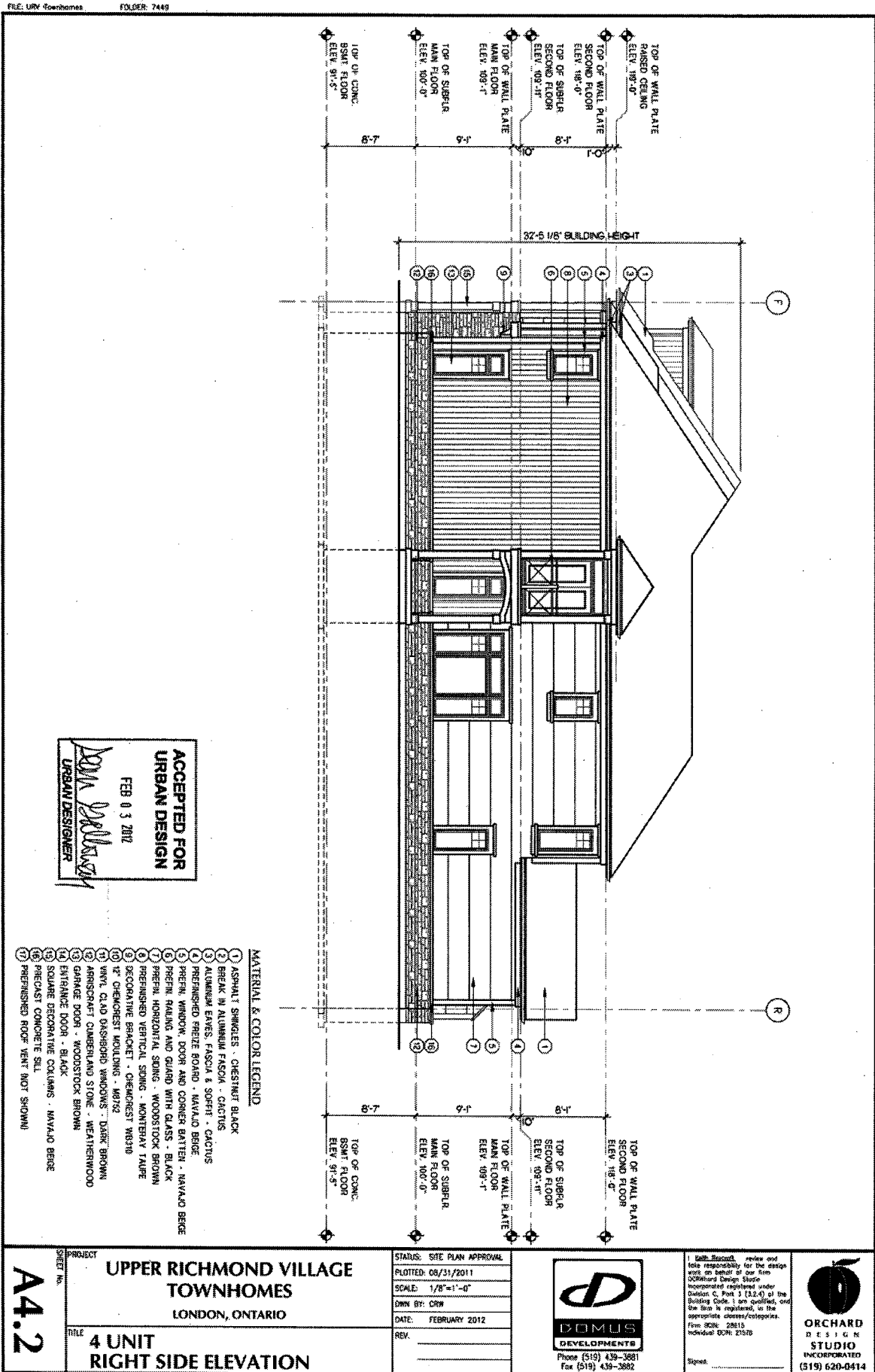
ORCHARD DESIGN STUDIO INCORPORATED
(519) 620-0414

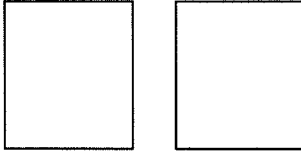
A4.3



L. McDougall
File No: SP11-034926

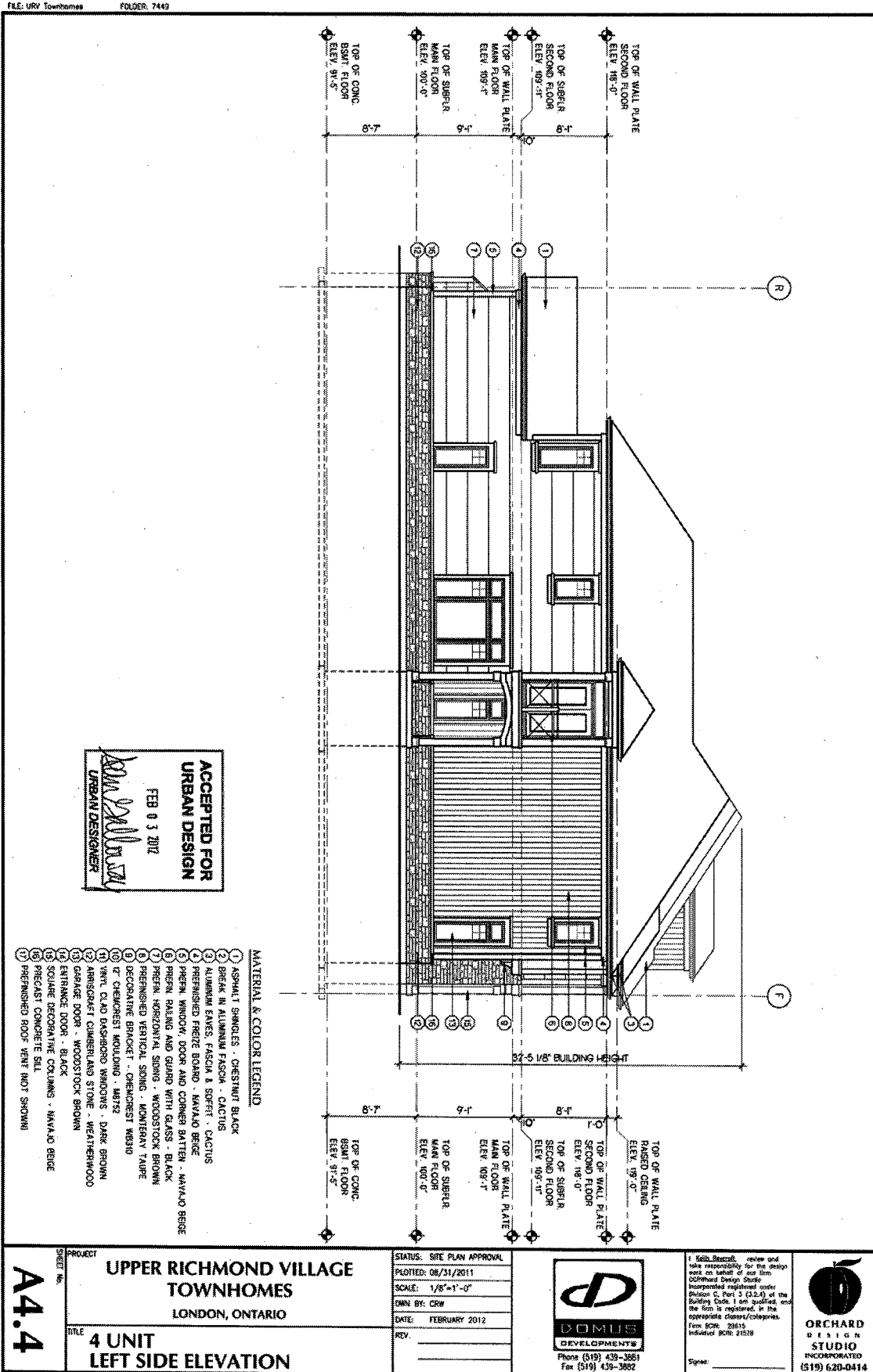
Elevation – Right Side (4 Unit) 280 Callaway Road

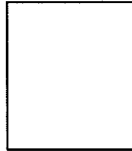
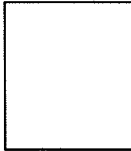




L. McDougall
File No: SP11-034926

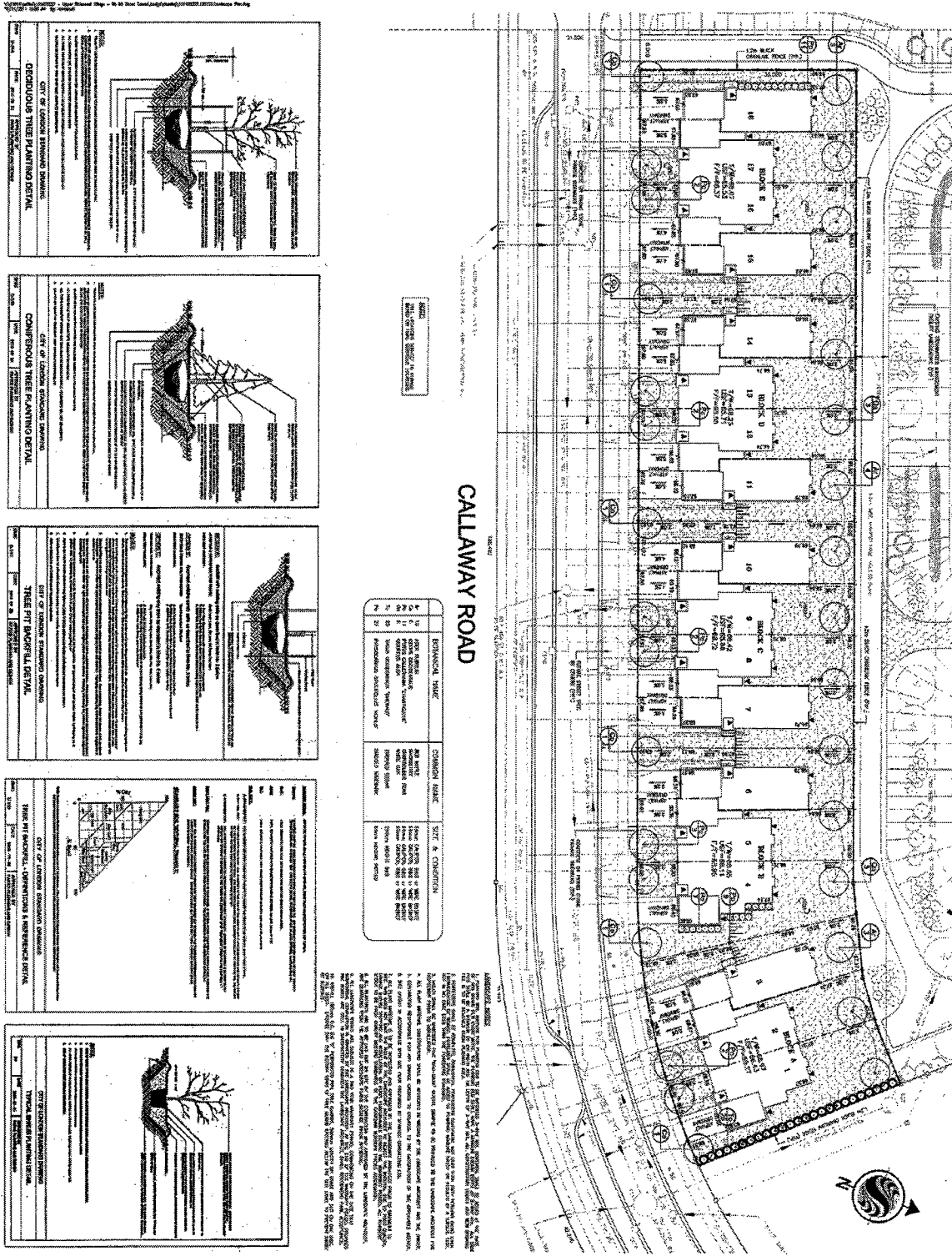
Elevation Left Side (4 Unit) 280 Callaway Road





L. McDougall
File No: SP11-034926

Landscape Plan – 280 Callaway Road



SYMBOL	DESCRIPTION	NOTES
(Symbol)	EXISTING PLANT	...
(Symbol)	PROPOSED PLANT	...
(Symbol)

DEBORAH'S TREE PLANTING DETAIL

CONIFERS TREE PLANTING DETAIL

TREE PIT BIODIVERSITY DETAIL

TRIPLE PIT BIODIVERSITY DETAIL

TRIPLE PIT BIODIVERSITY DETAIL

TRIPLE PIT BIODIVERSITY DETAIL

RECEIVED BY
FEB 09 2012
CITY OF LONDON
DEVELOPMENT APPROVALS BUSINESS UNIT

11.034926

LANDSCAPE PLAN

DOMUS DEVELOPMENTS
280 CALLAWAY ROAD
SP7 114SN
LONDON ON

Scale: 1:1000
North Arrow

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L. McDougall
File No: SP11-034926

APPLICATION DETAILS

Date Application Accepted: October 25, 2011	Agent: Donald A. Riley
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SITE CHARACTERISTICS:
<ul style="list-style-type: none"> • Current Land Use – Vacant • Frontage – 166.6 m • Depth – 33.0 m • Area – 5920 m² • Shape – Irregular

SURROUNDING LAND USES:
<ul style="list-style-type: none"> • North –Storm Water Management Pond (OS1) • South –Residential • East –Residential • West –Open Space (OS1)

OFFICIAL PLAN DESIGNATION: Multi Family Medium Density Residential
EXISTING ZONING: - h-5, h-99, h-100, R4-3, R6-5(26)

SIGNIFICANT DEPARTMENT/AGENCY COMMENTS

Urban Design

The elevations were approved by the Community Planning and Urban Design Section on February 6, 2012.

PUBLIC LIAISON:	On November 8, 2011 a Notice of Public Site Plan application was sent out to surrounding property owners. On February 1, 2012 a Notice of Public Site Plan 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 responses received to date.
Nature of Liaison: Same as Requested Action		
Responses: None		

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ANALYSIS

Description of the Site Plan

The owner is proposing a total of 5 buildings. Each building contains 3 or 4 units to provide a total of 18 Street Townhouses on the lot. The homes are street oriented and every unit has a dedicated-direct, concrete, pedestrian link to the proposed sidewalk on Callaway Road. The covered porches that extend into the side yards are clearly visible from Callaway Road and provide the principal entrance to the end units. The rear and sides of the site are fenced with 1.2m high black chain link fencing to allow views the Storm Water Management Pond to the north and the Open Space to the West. The 1.2 m black chain link fencing along the east property line will be screened with a row of 2 meter high cedars as the adjacent lands to the east are zoned for residential uses.

Description of the Landscape Plan

The landscape plan provides 16 large, deciduous shade-trees along the rear north property line. A row of cedars along the east property line and two large, deciduous shade-trees screen the rear yards and front yards from the future residential development to the east. Two flowering-ornamental deciduous trees are proposed in front of each of the 5 buildings, on private property to enhance the appearance of the buildings. In addition to the 10 ornamental trees, 6 large deciduous shade-trees are placed on private property to enhance the streetscape. This provides a total of 16 deciduous trees in front of the townhouses that coordinate with the proposed City trees on City property. The landscape plan complies with the Site Plan Control Area By-law, the Sunningdale North Area Plan and the Upper Richmond Village-Urban Design Guidelines.

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

The development of street townhouses conforms to the Official Plan and is consistent with the Provincial Policy Statement.

Does the Plan Conform to the Residential h-5, h-99, h-100, R4-3, R6-5(26) Zoning?

The proposed street townhouses conform to the R4-3 zoning regulations.

The h-5 holding provision is ensure that development takes a form compatible with adjacent land uses, agreements shall be entered into following public site plan review specifying the issues allowed for under Section 41 of the *Planning Act, R.S.O. 1990, c. P.13*, prior to the removal of the "h-5" symbol.

The h-99 holding provision is to ensure that new development is designed and approved consistent with the policies of the Sunningdale North Area Plan and the Upper Richmond Village-Urban Design Guidelines, to the satisfaction of the City of London, prior to removal of the h-99 symbol.

The elevations were approved for Urban Design by the Community Planning and Urban Design Section on February 6, 2012 as the plans and elevations comply with Sunningdale North Area Plan and the Upper Richmond Village-Urban Design Guidelines.

The h-100 is to ensure there is adequate water services and appropriate access, no more than 80 units may be developed until a looped watermain system is constructed and there is a second public access available to the satisfaction of the City Engineer, prior to the removal of the h-100 symbol.

The servicing and grading plans are currently under review and will comply with the requirements of the h-100.

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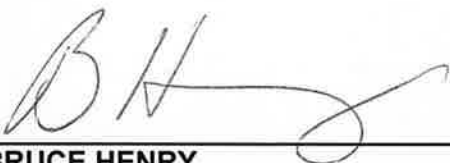

Is the Site Plan Compatible with Adjacent Properties?

The lands surrounding the parcel are currently vacant. A Storm Water Management Pond is located directly to the north and will provide a visual amenity and buffer for the rear yards of the proposed street townhouses. The lands to the west are zoned Open Space providing a buffer for the townhouses. The lands to the east and south are zoned to allow a range of residential uses including cluster single family dwellings, cluster townhouses, apartment buildings and senior's residences. These uses would all be compatible with the proposed street townhouses on Callaway Road.

The site plan as submitted is compatible with the surrounding uses and is considered appropriate for the development of these lands. The proposed elevations, site plan and landscape plan are consistent with the Sunningdale North Area Plan and the Upper Richmond Village-Urban Design Guidelines. Urban Design approved the proposed elevations.

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, landscape 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 10, 2012

DA/DNS/JL

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

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L. McDougall
File No: SP11-034926

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 for Site Plan, November 8, 2011.

City of London, 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 File SP11-034926

Sunningdale North Area Plan, November 2006

Upper Richmond Village-Urban Design Guidelines.

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Schedule A

The Director, Development Finance has summarized the claims and revenues information for the construction of 18 Street Townhouses on the land as shown below:

	<u>Estimated Revenue</u>	<u>Estimated Claims</u>
Urban Works Reserve Fund	\$85,572.00	\$NIL
Other Reserve Funds (City Services & Hydro)	\$212,400.00	\$NIL
TOTAL	\$297,972.00	

This Agreement made in duplicate this 20th day of March, 2012.

BETWEEN:

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

- and -

RICHMOND VILLAGE (LONDON) INC.
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 18 Street Townhouses which is known municipally as 280 Callaway Road;

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 ensure 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, site servicing plan, elevation drawings, and landscape plan which are attached hereto as Schedules "B", "C", "D", and "E" 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. 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.

5. 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 Engineer 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.

6. 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 City Engineer'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 City Engineer 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.

7. 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 Engineer 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 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.

8. 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 the 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 "G"**)

9. Storm Water Management: The Owner shall construct the storm water management system in accordance with the accepted drawings. The Professional Engineer shall provide inspection during construction of the storm water management system and certify upon completion that it was constructed in accordance with the accepted drawings. This work shall be completed prior to occupancy of the Development. The Owner shall maintain this storm water management system thereafter so that it is functional as designed all to the satisfaction of the City Engineer, and at no cost to the City.

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. Landscaping: The Owner shall landscape the site including transformer and other equipment box screening if applicable, and shall thereafter maintain the landscaping in general conformity with the approved Landscaping Plan attached hereto as **Schedule "E"**, all to the satisfaction of the Managing Director-and at no cost to the City.

14. 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.

15. 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.

16. 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 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.

17. 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.

18. Security for Performance: To ensure due performance of all matters required by this Agreement and in order to protect the City in respect of its liability for holdback and costs under Subsection 17(4) of the Construction Lien Act, R.S.O.1990, c.C.30., and to, the Owner shall deposit with Development Finance security satisfactory to Development Finance in the amount of \$TBD. In addition, the Owner shall, prior to signing this Agreement, deposit with the City Treasurer a "CASH" security in the amount of TBD to ensure completion of external works.

19. Release of Security: The release of any or all security shall be subsequent to the completion of work required herein, the submission of acceptable "as-constructed drawing" and the expiration of any warranty period, as determined by and to the specifications of the City Engineer.

The amount of security released shall be based upon such matters as the submission of a Professional Engineer's Certificate of Completion of Works for works required herein, the submission of a detailed list of costs of required works completed and not completed, and the compliance of other matters required therein, all to the satisfaction of the City Engineer.

20. 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.

21. 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.

22. 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.

23. 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: **RICHMOND VILLAGE (LONDON) INC. 560 WELLINGTON STREET, LONDON ON N6A 3R4** 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.

24. 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.

25. Special Provisions:

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

- (a) include on all offers of purchase and sale, a statement that advises the prospective purchaser :
 - i) that the home/business mail delivery will be from a designated Centralized Mail Box.
 - ii) that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.

26. 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.

27. Subsequent Owners Bound: Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings herein 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.

28. 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.

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

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

31. 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 Development Planning

George Kotsifas, Director Building Controls

We have the authority to bind the Corporation.

RICHMOND VILLAGE (LONDON) INC.

(seal)

(seal)

I/We have the authority to bind the Corporation.

Description of Schedules

Schedule "A"

Title: Legal Description

Schedule "B" Page 1 of 1

Drawing Title: Site Plan
Drawing Author: Donald Riley Consulting
Drawing Number: SP-12
Municipal Address: 280 Callaway Road
City File Number: SP11-034926

Schedule "C" Page 1 of 2

Drawing Title: Site Servicing Plan
Drawing Author: Stantec Consulting Ltd.
Drawing Number: 1 of 2
Date of Drawing: October 13, 2011
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 280 Callaway Road
Drawing Sealed by: T. J. Stubgen P.Eng
City File Number: SP11-034926

Schedule "C" Page 2 of 2

Drawing Title: Site Grading Plan
Drawing Author: Stantec Consulting Ltd.
Drawing Number: 2 of 2
Date of Drawing: October 13, 2011
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 280 Callaway Road
Drawing Sealed by: T. J. Stubgen P.Eng
City File Number: SP11-034926

Schedule "D" Page 1 of 4

Drawing Title: Four Unit Front Elevation
Drawing Author: Orchard Design Studio Inc.
Drawing Number: A4.1
Date of Drawing: October 19, 2011
Drawing Latest Revision Date: February 2012
Municipal Address: 280 Callaway Road
City File Number: SP11-034926

Schedule "D" Page 2 of 4

Drawing Title: **Four Unit Left Side Elevation**
Drawing Author: Orchard Design Studio Inc.
Drawing Number: A4.4
Date of Drawing: August 2011
Drawing Latest Revision Date: February 2012
Municipal Address: 280 Callaway Road
City File Number: SP11-034926

Schedule "D" Page 3 of 4

Drawing Title: **Four Unit Rear Elevation**
Drawing Author: Orchard Design Studio Inc.
Drawing Number: A4.3
Date of Drawing: August 2011
Drawing Latest Revision Date: February 2012
Municipal Address: 280 Callaway Road
City File Number: SP11-034926

Schedule "D" Page 4 of 4

Drawing Title: **Four Unit Right Side Elevation**
Drawing Author: Orchard Design Studio Inc.
Drawing Number: A4.2
Date of Drawing: August 2011
Drawing Latest Revision Date:
Municipal Address: 280 Callaway Road
City File Number: SP11-034926

Schedule "E" Page 1 of 1

Drawing Title: **Landscape Plan**

Drawing Author: Stantec Consulting Ltd.
Drawing Number: L1
Date of Drawing: October 11, 2011
Drawing Latest Revision Date: January 26, 2012
Municipal Address: 280 Callaway Road
Drawing Sealed by: James Nicholas Vafiades OALA
City File Number: SP11-034926

Schedule "F" Page 1 of 1

Title: Certificate of Completion of Works

Schedule "G" Page 1 of 1

Title: Lot and Block Grading Restrictions

SCHEDULE "F"

This is Schedule "F" to the Site Plan Agreement dated this _____ day of _____, 20____, 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) constructed and installed in accordance with the plans and specifications approved by the City Engineer.

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

Registered Professional Engineer

SCHEDULE "G"

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 filed 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, either:

(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 or adjacent 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.