

File: 33M-272  
J.A. Ramsay

<b>TO:</b>	<b>CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON AUGUST 24, 2015</b>
<b>FROM:</b>	<b>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT</b>	<b>SUBDIVISION AMENDING AGREEMENT  SHAMROCK INDUSTRIAL SUBDIVISION PLAN: 33M-272 (FORMERLY 39T-79060)</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Manager of Development Services and Engineering Liaison, the following actions be taken with respect to the subdivision agreement between The Corporation of the City of London and Samuel John Shirley, for the subdivision of land over Registered Plan 33M-272, located on the south side of Exeter Road, west of Wellington Road:

- (a) the attached Amending Agreement between The Corporation of the City of London and Samuel John Shirley **BE APPROVED** for Shamrock Subdivision (Plan 33M-272); and
- (b) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any further amending agreements and all documents required to fulfil its conditions.

<b>PURPOSE</b>
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The original subdivision agreement for Shamrock Subdivision (39T-79060) was approved in 1990 and amended in 1991. The agreement was registered in 1991 (33M-272) and services were installed, however, issues relating to site contamination and tax arrears have prevented the plan from progressing through to conditional clearance and assumption. The Owner has been working through a parallel process with the City to demonstrate the site has been cleaned and resolve outstanding taxes. The recommended Amending Agreement for Shamrock Subdivision updates the special provisions to reflect current municipal requirements for Issuance of Certificate of Conditional Clearance.

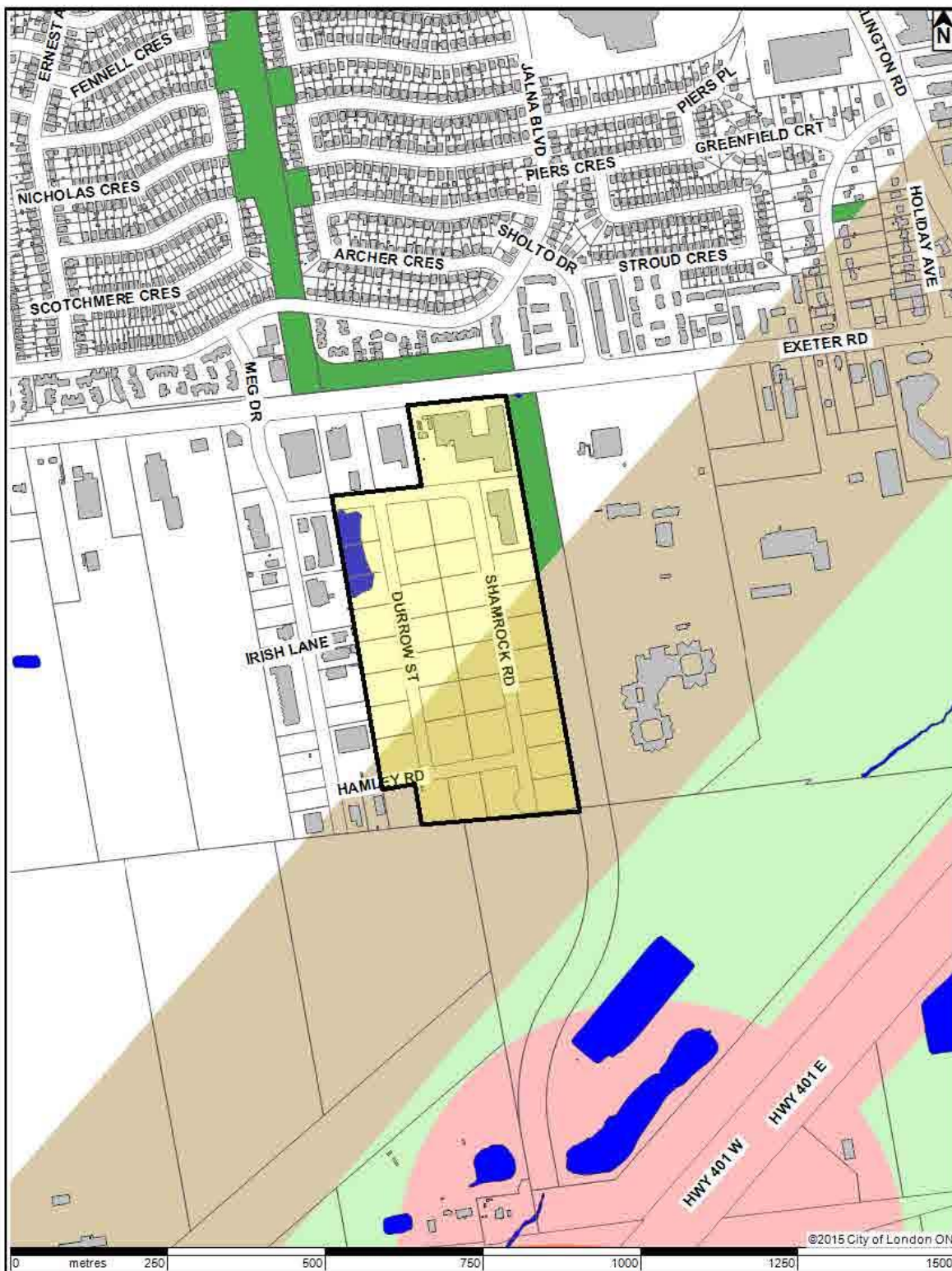
<b>BACKGROUND</b>
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Property Description

The Shamrock Subdivision is located on the south side of Exeter Road, west of Wellington Road covering an area of approximately 17 hectares and subdivided into 37 industrial zoned lots. One parcel (Lot 9) was sold through a previous tax sale in 2005 and another parcel (lot 27) houses an existing SWM facility and has been dedicated to the City.



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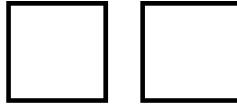
**LOCATION MAP**

File Number: N/A  
Created By: James Scott  
Date: 2015-08-13  
Scale: 1:7500

**LEGEND**

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





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Planning History

An application for Draft Plan of Subdivision and Zoning By-law Amendment for this industrial subdivision was received by the City in 1978. A report recommending draft plan approval was presented to Planning Committee in March 1979 and the plan was subsequently approved by the Ontario Municipal Board in October 1979.

Special provisions for the subdivision were approved by Council in 1990, the agreement was registered and the cash portion of securities were collected totalling \$108,743. The agreement was amended to reflect updated municipal requirements in 1991. The amending agreement was registered along with the Plan of Subdivision at which time the local streets were dedicated to the City. The roads in the subdivision have not been assumed by the City.

One industrial block at the southwest corner of the subdivision (lot 9) was sold by the City to an adjacent property owner through a previous tax sale in 2005. Lot 29 was dedicated to the City as SWM lands for what the 1990/1991 agreements referred to as an “interim stormwater retention facility”. The balance of the lots and blocks within the subdivision continue to be owned by Samuel John Shirley.

Tax Sale History

The subject property has been in tax arrears since before 2005, when the City first attempted a tax sale. Soils investigations had determined several areas with low level contamination of pesticides, xylene and certain heavy metals though some other areas revealed no contamination present. There was no evidence the chemicals were migrating off site. The City had also been dealing with complaints of surface debris on the subject property for a number of years.

Three times, the City has been unsuccessful in selling the property to third parties as a result of the potential environmental liabilities. For the same reason, it has been determined the site should not be vested in the City’s name. In November 2011, Committee of the Whole resolved to not vest in the subject lands and enter negotiations with the property owner to remediate the lands with consideration for outstanding taxes to offset the costs of remediation. In April 2012, Council approved a Tax and Clean-up Agreement between the City and Mr. Shirley by which the Owner must:

1. Remediate the site at his own cost and provide proof a Record of Site Condition (RSC) has been filed per the Environmental Protection Act;
2. Build a control wall at the Boundary of 595 Exeter Road to prevent future infiltration of potential contaminants on that site; and
3. Remove all surface debris at his own cost in accordance with City By-laws.

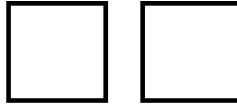
Once completed, the City will write off outstanding property taxes for the subject property.

The Owner has worked to clean-up the site and a RSC for the full lands was submitted to the City in May 2014. However, the dedicated local roads meant the land was not contiguous and Mr. Shirley was required by the Ministry to revise the originally filed RSC and provide separate RSC for each separate contiguous grouping of lots. Mr. Shirley is presently finalizing the separate RSC’s to satisfy the terms of the Tax and Clean-up Agreement. Finance staff plan to bring a report back to Council once the terms of the clean-up agreement have been satisfied.

**DISCUSSION**

Request for Conditional Clearance

The Owner approached Development Services to discuss what would be required to obtain Conditional Clearance for the subject site. Issuance of a Certificate of Conditional Clearance allows for Owners to obtain building permits and the requirements for Conditional Clearance are set out in the registered subdivision agreement. Given the age of the 1990 and 1991 agreements, the current Shamrock Subdivision requirements for Conditional Clearance are inadequate by current municipal standards.



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### Existing Unassumed Infrastructure

In August 2014, Development Services provided the Owner with a *draft* Conditional Clearance Requirements Letter outlining the issues and concerns to be addressed in order for the City to entertain Conditional Clearance and noting the requirement to enter into an amending agreement to update relevant special provisions. Many of the issues raised related to infrastructure installed by the Owner in the 1990's, now more than 25 years through its lifecycle, designed to outdated standards and potentially exposed to contaminated soils. Over the past several months, Development Services has coordinated with Divisions in Environmental and Engineering Services to review the installed infrastructure and draft a proposed amending agreement with special provisions to address potential concerns.

### *Water Servicing*

While the Environmental Site Assessment for this property showed that current contamination levels may be within an acceptable range, there was concern over accepting 25 year old pipe that may have been compromised in the past. As a result, Water Engineering required testing on the pipe to confirm that no damage had been done and that the pipe product is acceptable. In April 2015, the Owner commissioned IPEX to conduct independent testing of the pipe material. In May 2015, IPEX conducted a follow up test of the pipe gaskets. Upon review of the test results, Water Engineering cleared the existing watermains but requested language in the amending agreement to ensure additional water quality samples are taken once the system has been commissioned and to holdback 100% securities for watermains until the time of assumption.

### *Storm and Sanitary Sewers*

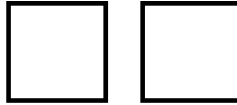
Considering test results for the water pipe and gaskets, Wastewater & Drainage Engineering did not raise concerns with the storm and sanitary pipe material itself. However, construction deficiencies had been noted for the sewers through previous inspection in the 1990's. The Owner undertook to correct identified deficiencies and the sewers were re-videoed in Fall 2014. A few additional deficiencies were noted in the second round of videos that will need to be addressed prior to assumption.

### *Road Construction*

Construction of the local roads was completed to Granular 'B' subbase in the 1990's but the roads were never paved. Long-term exposure combined with reports of large truck traffic on these unassumed roads raises concern for the structural strength of the road base. Language has been included in the Amending Agreement to require geotechnical testing of the native subgrade and Granular 'B' subbase with repairs as needed prior to Conditional Clearance.

### *SWM Measures*

The original agreement referred to an interim storm water retention facility on Lot 27 and required SWM post development flows for the 1:2 year to the 1:100 year events be controlled to predevelopment levels. The previously approved storm design sheet also indicates that onsite storage was to be provided for all blocks within this subdivision. The City concurs with the original design criteria given the latest Dingman Creek Subwatershed Study Update (DCSSU) design criteria for Tributary G. However, given this facility was constructed more than 25 years ago, the City needs clarity regarding the original design criteria and assurance that the existing facility will be functional to manage the flows from this subdivision. Therefore, language has been included in the Amending Agreement to design and construct stormwater servicing works for the subject lands, all to the satisfaction of the City Engineer, in accordance with current standards. Prior to issuing a Certificate of Conditional Clearance, all storm/drainage and SWM related works to serve lots and blocks in this plan must be constructed and operational, all to the satisfaction of the City Engineer.



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Proposed Amending Agreement

The attached Amending Agreement, recommended for approval, provides for updated special provisions to reflect current standards to be met for Conditional Clearance (and Assumption) and addresses specific requirements related to the special circumstances of this subdivision. The Amending Agreement also includes a requirement that all matters relating to the Tax & Clean-up Agreement be satisfied prior to Conditional Clearance. Approval of the proposed Amending Agreement provides improved protection for the City should the Owner meet the obligations of the Tax & Clean Agreement and follow through on their desire to achieve conditional clearance for their subdivision.

<b>PREPARED &amp; RECOMMENDED BY:</b>	<b>CONCURRED BY:</b>
<b>JENNIE RAMSAY, P. ENG. MANAGER, DEVELOPMENT SERVICES AND ENGINEERING LIAISON</b>	<b>ALLISTER MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES</b>
<b>CONCURRED BY:</b>	<b>SUBMITTED BY:</b>
<b>TERRY GRAWAY, MCIP, RPP MANAGER OF DEVELOPMENT SERVICES AND PLANNING LIAISON</b>	<b>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>

JR/jr  
Attach.  
August 10th, 2015

THIS AGREEMENT made, in triplicate, this \_\_\_\_\_ day of September, 2015.

BETWEEN:

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

OF THE FIRST PART

AND

**SAMUEL JOHN SHIRLEY**  
of the City of London,  
County of Middlesex  
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Parties hereto entered into a Subdivision Agreement (the "Agreement") dated the 10<sup>th</sup> day of April, 1990, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 5<sup>th</sup> day of July, 1990, as Instrument Number 212726, respecting the lands more particularly described in Schedule "A" attached hereto and other land.

AND WHEREAS the Agreement was amended by an amending agreement dated the 22<sup>nd</sup> day of August, 1991, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 27<sup>th</sup> day of September, 1991, as Instrument Number 248048.

AND WHEREAS it is deemed expedient to amend the Agreement as hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City, the receipt whereof is hereby acknowledged, the City and the Owner covenant and agree that the Agreement dated the 10<sup>th</sup> day of April, 1990, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) as Instrument Number 212726 be and the same is hereby amended as follows:

1. That Part 1 – General Provisions, Section 1, Definitions be amended by adding the following:  
  
"Subdivider" shall include Owner
2. That Part 1 – General Provisions, Section 4, Standard of Work, Clause (24) be deleted in its entirety and replaced with the following:  
  
(24) The City agrees to administer and implement street tree planting on boulevards within the plan of subdivision herein at full cost to the Owner in accordance with the City's Tree Planting Guidelines as they apply to new subdivision developments. This includes, but is not limited to:
  - a) The Owner shall provide the City with a planting plan at time of assumption showing locations of all built elements such as street lights, driveways, electrical transformers, etc. This plan will be reviewed and approved by City staff prior to award of assumption.
  - b) The City will invoice the Owner after planting operations have been completed. This invoice will reflect actual planting costs plus administration fee (as outlined in the City's Tree Planting Policy for New Subdivision Development) and applicable taxes. Payment of this invoice will be required prior to "end of warranty" sign off.
3. That Part 1 – General Provisions, Section 8, Insurance and Indemnity shall be deleted in its entirety and replaced with the following:

**8. INSURANCE AND INDEMNITY**

The Owner shall obtain and maintain and provide the City with evidence of third party general liability insurance covering the Ownership of the property described in this Agreement and construction, installation, repair or maintenance of all works and services required herein to be done. Such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, Owners' and contractors' protective, completed operations, contingent employers' liability, cross liability and severability of interest clauses. Further, such insurance shall provide coverage for an amount not less than five million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to all the Owner's responsibilities relating to this Agreement and shall provide that the above-mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry.

The Owner shall ensure that on inception of this Agreement and thereafter at least once annually for a period of three (3) years following completion of the work described herein, a certificate of insurance evidencing continuation of coverage described herein shall be sent to the City. Failure to procure and maintain said insurance shall constitute a default under this Agreement. The Owner agrees that it shall indemnify and save harmless the City of and from all loss, costs, charges and expenses of every nature and kind whatsoever which the City may incur, be put to or have to pay, by reason of or on account of the Ownership, construction, use, existence, or maintenance of the property described herein or by the exercise of the Owner's powers under this Agreement or by reason of the neglect of the Owner or its employees, servants, agents, contractors, subcontractors or others the Owner is responsible for at law in exercising its said powers, or by reason of the works and services whether or not the same shall be required to be done under the terms of this Agreement and including (without limiting the generality of the foregoing) the alteration of any grade or existing level of construction, maintenance or repair of any street, or by reason of failure, neglect or omission of the Owner to do anything herein agreed to be done or by reason of any act or commission or default or omission of the Owner save and except for any claims, demands, actions and causes of action arising as a result of a negligent act or omission of the City or those for whom the City is in law responsible.

4. That Part 1 – General Provisions, Section 25, Identification Signs shall be deleted in its entirety and replaced with the following:

**25. IDENTIFICATION SIGNS**

The Owner hereby covenants and agrees that:

- (a) Prior to issuance of a Certificate of Conditional Approval he will erect, or cause to be erected, at his entire expense, subdivision identification signs in accordance with the standard "Specifications for Subdivision Identification Signs" of The Corporation of the City of London as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the City of London, Development Services.
- (b) The signs will be maintained at all times in a condition satisfactory to the City Engineer and will not be removed until 95% of all the subdivision Lots have been built and occupied.
- (c) Notwithstanding any other provisions of this Agreement, no submission of any application for building permit, which includes a permit restricting occupancy, shall be made until such time as the Owner has complied with subsections (a) and (b) of this clause.
- (d) prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect a sign at each street entrance to the subdivision informing the public that the subdivision is un-assumed by the City. The sign shall be erected and shall be maintained until assumption, all to the satisfaction of the City, at no cost to the City. The sign shall read;

This subdivision is currently not assumed by the City. Responsibility for the maintenance remains with Samuel John Shirley. All City of London by-laws still apply.

- (e) prior to the construction of any units within this Plan, erect at all street intersections and other locations as required by the City, permanent signs designating street names, parking restrictions and other information as

required by the City, installation and maintenance shall be the responsibility of the Owner, and at no expense to the City. All signs shall be of a design approved by the City.

- (f) prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. Prior to assumption, the Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City all to the satisfaction of and at no cost to the City.

5. That Section 27, Special Provisions Part II be amended by adding the following paragraphs:

27 v) The Owner acknowledges that the storm outlet for this plan is the Murray Marr Open Channel via the existing SWM Facility located on Lot 27-1 in this Plan.

27 w) The Owner shall retain a Professional Engineer to design and construct stormwater servicing works for the subject lands, all to the satisfaction of the City Engineer, and according to the following requirements:

- i) Post-development flows from the subject lands shall not exceed pre-development levels from the 1:2 year to the 1:100 year return period;
- ii) Water quality treatment for stormwater runoff from municipal roads shall be provided; and,
- iii) Design criteria for quantity and quality controls shall be established for blocks in this plan, as required, which shall comply with the accepted Design Requirement for Permanent Private Stormwater Systems.

The Owner shall have a Professional Engineer submit a design brief evaluating the design and functions of the existing SWM Facility located on Lot 27-1 in Plan 33M-272, in conjunction with the storm sewer design for the subject lands, all to the satisfaction of the City Engineer.

The Owner shall, prior to issuing a Certification of Conditional Approval for lots and blocks in this plan or as otherwise approved by the City Engineer, construct and maintain all storm/drainage and SWM (Existing SWM Facility located on Lot 27-1 in Plan 33M-272) related works to serve this plan, all to the satisfaction of the City Engineer.

Lot 27-1 in Plan 33M-272 will be held by the City until the stormwater detention pond is no longer required, as specified in the Special Provisions of the original agreement. When the City conveys this lot back to the Owner, the stormwater detention pond shall be decommissioned subject to preserving adequate overland flow routes, all at the cost of the Owner and to the satisfaction of the City Engineer.

27 x) Prior to issuance of a Certification of Conditional Approval, the Owner's Professional Engineer shall identify major and minor storm flow routes for the subject land and those flow routes shall be constructed and be operational all to the satisfaction of the City Engineer.

27 y) The Owner shall promote the implementation of SWM soft measure Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City Engineer. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City Engineer.

27 z) The Owner's Professional Engineer shall provide certification that the subdivision has been designed such that increased and accelerated stormwater runoff from this subdivision will not cause damage to downstream lands, properties or structures beyond the limits of this subdivision and notwithstanding any requirements of, or any approval given by the City, the Owner shall indemnify the City against any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision



- 27 aa) The Owner shall provide all adequate easements, if required, at no cost to the City, in relation to stormwater/drainage and SWM servicing works of the subject lands, all to the satisfaction of the City Engineer.
- 27 ab) The Owner shall develop an erosion/sediment control plan that will identify all erosion and sediment control measures for the subject lands and that will be in accordance with City of London and MOE standards and requirements, all to the specification and satisfaction of the City Engineer. Further, the Owner's Professional Engineer must confirm that the required erosion and sediment control measures were maintained and operating as intended during all phases of construction.
- 27 ac) The Owner shall have its Professional Engineer ensure that all geotechnical issues and required setbacks related to the slope stability associated with open watercourses that services an upstream catchment, are adequately addressed for the subject lands, all to the satisfaction of the City Engineer and The Upper Thames River Conservation Authority.
- 27 ad) Prior to issuance of a Certificate of Conditional Approval, the Owner shall have met all requirements under the agreement between the City of London and Samuel John Shirley dated the 14th of May 2012 relating to the lands registered as Plan 33M-272 and demonstrate, to the satisfaction of the City Engineer, that the lands associated with the SWM Facility located on lot 27 are of the same quality as documented in the Records of Site Condition filed under the May, 14, 2012 agreement.
- 27 ae) The Owner agrees that in accordance with the MOECC and City's requirements, adequate setbacks will be maintained and allocated in accordance with the City Council approved Official Plan Policies relating to open watercourse setbacks.
- 27af) The Owner's Professional Engineer shall certify that the watermain and services installed within the limits of this plan meet current City standards with respect to materials, fire flows and the maintenance of minimum pressures. Prior to assumption, securities related to water servicing for this subdivision will be held in full.
- 27ag) The Owner's Professional Engineer shall be required to:
- a) provide confirmation as to how water quality has been addressed (i.e. through use of automatic flushing devices, consumption, closed valves...etc.) and to provide confirmation that any automatic flushing devices (if determined to be required to maintain water quality) in this Plan have been installed, programmed and are currently operational to the satisfaction of the City;
- OR
- b) provide calculations to the City demonstrating the required turnover in the watermain to justify the settings for the automatic flushing device(s).
- 27ah) Prior to issuance of a Certificate of Conditional Approval, the Owner's Professional Engineer, shall certify that the water works system (pipes, gaskets, hydrants, hydrant laterals, valves and service connections) is charged and operational, including but not limited to pressure testing, swabbing, disinfection, bacterial samples all in accordance with City standards. The Owner's Professional Engineer shall provide a work plan to the City indicating the methodologies and procedures to be applied during this re-commissioning, to be undertaken by the Owner's contractor and witnessed by City Water Operations staff, all to the satisfaction of the City.

The Owner acknowledges that the existing system is currently isolated from the rest of the municipal distribution system due to access and water quality issues as governed by the requirements under the Safe Drinking Water Act. Additional measures/testing will be required to re-energize and commission the system to the satisfaction of the City and once the system has been commissioned as a new Subdivision, additional water quality samples will be taken.

- 27ai) The Owner shall submit to the City, a recent video inspection (within last two (2) months) of all storm and sanitary sewers, complete with his Professional Engineer's review report.

In addition to the video, the Owner shall also submit hardcopy reports and DVD's, reports must also be provided in a digital format (sewer.dat) that will enable direct downloading of the data into a City Data Management System in conformance with current City Standards and Specifications; No infiltration in any sewers will be accepted by the City.

The Professional Engineer's certification of deflection testing using a suitable mandrel being successfully conducted, in accordance with OPS;

All submissions for acceptance shall be to the satisfaction of the City and at no cost to the City.

- 27aj) The Owners Professional Engineer shall provide certification that the sewers have been flushed and are clean, all to the satisfaction of and at no cost to the City.

- 27ak) The Owners Professional Engineer shall confirm and provide certification that:

- a) all necessary steps to ensure that any practices, including construction on private property, which contravene City of London By-laws and allow storm water and sediment to enter the sanitary sewer system are prevented during construction;
- b) the plugging of any private drain connections to vacant or unoccupied Blocks; and

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

- 27al) Prior to the issuance of a Certificate of Conditional Approval , the Owner's Professional Engineer shall certify that:

- a) the native subgrade for the roads within this plan has been recently inspected by a geotechnical engineer and provide certification from the Owner's Professional Engineer that the native subgrade is acceptable for the construction of the above-mentioned roads (provide copies of all inspection/testing results);
- b) any granular "B" sub-base which is already in place for the roads within this plan has been recently inspected by a geotechnical engineer and is suitable for the construction of the above-mentioned roads (provide copies of all inspection, compaction and material test results); and
- c) if repairs to the existing roads are required, provision of a plan indicating areas of repair will be required;

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

- 27am) The Owner shall be responsible for winter roadway maintenance for unassumed road(s) within this plan for the two (2) year period following the issuance of the Certificate of Conditional Approval, at his sole expense. The Owner shall be responsible for the winter maintenance of unassumed sidewalks required herein.

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

and all at no cost to the City.

- 27an) The Owner shall decommission and permanently cap any abandoned wells located in this Plan, in accordance with current Provincial legislation, regulations and standards. It is the responsibility of the Owner to determine if any abandoned wells exist in this Plan and further shall file the necessary documents with the Ministry of Environment and the City indicating proper decommissioning has occurred.

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

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

- 27 ao) The Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "**Schedule A** – Record of Site Condition", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent to the contamination. Should the site be free of contamination, the geotechnical engineer shall provide certification to this effect to the City.

- 27ap) The Owner shall direct all construction traffic, including trade related traffic shall be directed to access the site from Exeter Road via Meg Drive.

- 27aq) The Owner's Professional Engineer shall certify all final street elevations and shall be included with any submission of an application for any building permit.

All other provisions and conditions of the Agreement as amended shall remain in full force and in effect and this Agreement shall alter the Agreement only as far as is stated herein and the Agreement in all other respects is hereby confirmed.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respect corporate seals duly attested by the hands of their respective proper signing officers.

SIGNED, SEALED AND  
 DELIVERED  
 In the presence of

**THE CORPORATION OF THE CITY OF LONDON**

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 )  
 )  
 ) \_\_\_\_\_  
 ) Matt Brown, Mayor  
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 )  
 )  
 ) \_\_\_\_\_  
 ) Catharine Saunders, City Clerk  
 )  
 )  
 )  
 )  
 ) **SAMUEL JOHN SHIRLEY**  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) I have the authority to bind the Corporation.  
 )  
 )  
 )

SCHEDULE "A"

This is Schedule "A" to the Subdivision Amendment Agreement dated the \_\_\_\_\_ day of November, 2014, The Corporation of the City of London and Samuel John Shirley to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 1 through 8, both inclusive, Lots 10 to 26, both inclusive, Lots 28 to 36 both inclusive, and Blocks 38 to 45 both inclusive in the geographic Township of Westminster, now in the City of London, County of Middlesex, according to Plan 33M-272.