

File: 33M-603  
T. Grawey

<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 ASSIGNMENT AGREEMENT  MEADOWLILY SUBDIVISION PLAN: 33M-603 (FORMERLY 39T-00517)</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Manager of Development Services and Planning Liaison, the following actions be taken with respect to the subdivision agreement between The Corporation of the City of London and Jackson Summerside Land Corp., for the subdivisions of land over Registered Plan 33M-603, located on the north side of Commissioners Road East, west of Jackson Road:

- (a) the attached proposed By-law (Schedule "1") to approve the subdivision Assignment Agreement and authorize the Mayor and the City Clerk to execute the Agreement, any amending agreements and all documents required to fulfil its' conditions, **BE INTRODUCED** at the Municipal Council meeting on September 1, 2015;
- (b) the attached Assignment Agreement between The Corporation of the City of London and Rembrandt Meadowlilly Inc. (Schedule "A" to the by-law referred to in (a) above), **BE APPROVED** for the Meadowlily Subdivision (Plan 33M-603);
- (c) execution of the Assignment Agreement by the City, **BE DELAYED** until such time as the owner has provided the City with a copy of the Transfer document as proof of the purchase and sale.

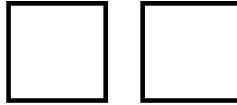
<b>BACKGROUND</b>
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The Meadowlily Subdivision is located on the north side of Commissioners Road East and west of Jackson Road. The plan which shows a residential Plan of Subdivision with five multi-family medium density and low density cluster housing blocks, two open space blocks, three access blocks and one road widening block, served by one internal road, was Draft Approved on May 21, 2004. The plan was registered as 33M-603 on December 8<sup>th</sup>, 2008.

The subdivision agreement between the City of London and Jackson Summerside Land Corp. addresses requirements for the installation and maintenance of municipal roads and services by the landowner until such time as the roads and services have been assumed by the City.

The open space blocks, which are recognized as part of the Meadowlily Woods Environmentally Significant Area (ESA) and comprise a total area of approximately 15.6 hectares (38.5 acres), were dedicated to the City of London at the time of final approval. No services or roadworks have been constructed to date and the owner has recently entered into an agreement of purchase and sale with Rembrandt Meadowlilly Inc. for all of the development lands within the subdivision.

The subdivision agreement includes a standard requirement (General Provision clause 23), which states that the owner shall not assign the agreement without the consent of the City. This provides an opportunity to confirm the intentions of the purchaser and clarify wording in the agreement, if required, to update contact information, reflect current terminology and delete provisions that may no



File: 33M-603  
T. Grawey

longer be relevant.

Updates are required to address several outdated timelines in the original agreement that are no longer relevant. Clause 3 is a standard clause in the agreement that requires the commencement of construction within one year of registration and substantial completion within 7 years. Specific requirements that were to be completed within one year from the date of registration include the construction of a 1.5 metre high chain link fence between the residential and open space blocks, constructing sections of the Thames Valley Parkway multi-purpose path, and constructing a bicycle path along the north side of Commissioners Road. Since the subdivision has not been developed, the construction of these works did not proceed as originally proposed. The agreement with the new owner should include updated timelines that are based on the date of the assignment; and provide for the completion of required pathway, sidewalk and fencing installations that coincide with the commencement of servicing work in the subdivision. This will facilitate the co-ordination of construction activities, and allow for completion of the required amenities to coincide with residential occupancy.

As part of the assignment, Rembrandt will provide a replacement Letter of Credit (LOC) to the City. After the City has received the replacement LOC and assigned the subdivision agreement to Rembrandt, the original LOC will be returned to Jackson Summerside Land Corp.

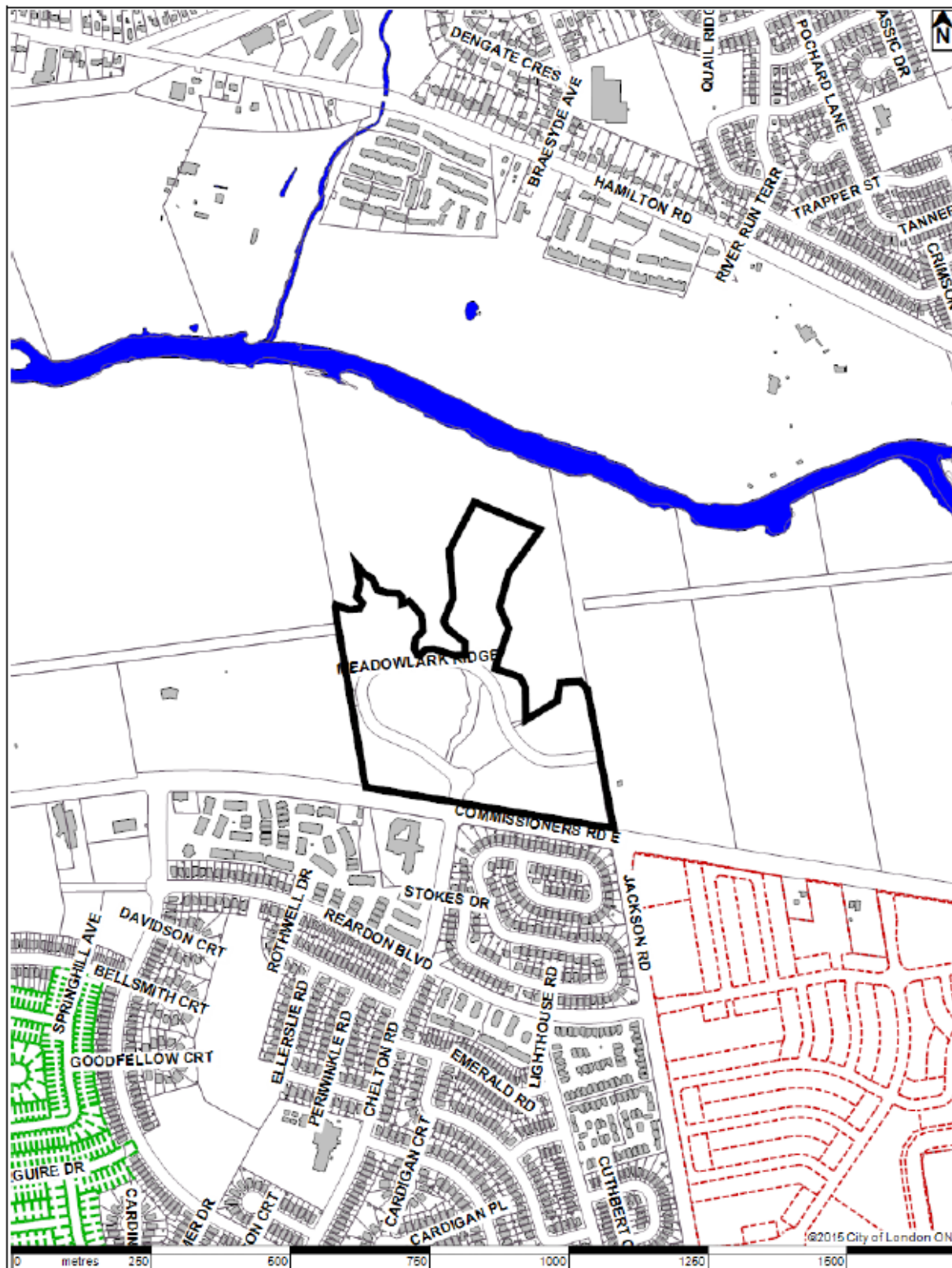
Rembrandt has expressed an interest in some minor revisions to the wording in the agreement and specific modifications will be further considered after the sale has been finalized. Under the direction recommended above, minor administrative and formatting modifications can be made through an amending agreement signed by the Mayor and City Clerk. Any amendments involving new financial commitments by the City, significant lotting/roadway realignments or changes in zoning, will be brought back to the Planning and Environment Committee for further consideration and direction.

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

TG/tg  
Attach.  
August 5th, 2015








File: 33M-603  
T. Grawey



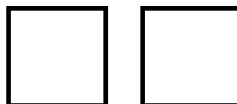
**LOCATION MAP**

Subject Site: M-603  
File Number: M-603  
Created By: TG  
Date: 2015-08-07  
Scale: 1:8500

**LEGEND**

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





File: 33M-603  
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## SCHEDULE “1”

Bill No.

By-law No.

A By-law to authorize an Assignment Agreement between The Corporation of the City of London and Rembrandt Meadowlilly Inc; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 51(25)(d) of the planning Act, R.S.O. 1990, c. P.13 as amended authorizes the City to require the owner of land to be subdivided to enter into agreements with the municipality for the provision of municipal services and other matters;

AND WHEREAS The Corporation of the City of London and Jackson Summerside Land Corp., entered into a subdivision agreement for the subdivisions of land over Registered Plan 33M-603, located on the north side of Commissioners Road East, west of Jackson Road (the “Subdivision Agreement”):

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the “City”) to enter into an Assignment Agreement with Rembrandt Meadowlilly Inc with respect to the Subdivision Agreement (the “Assignment Agreement”);

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Assignment Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

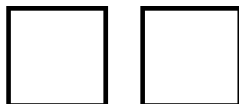
1. The Assignment Agreement attached as Schedule “A” to this By-law, being a Assignment Agreement between The Corporation of the City of London and Rembrandt Meadowlilly Inc. is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Assignment Agreement authorized and approved under section 1 of this by-law, any amending agreements and documents required to fulfil it’s conditions.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 1, 2015

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading - September 1, 2015  
Second reading – September 1, 2015  
Third reading – September 1, 2015



File: 33M-603  
T. Grawey

**Schedule "A"**

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

BETWEEN:

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

OF THE FIRST PART

and

REMBRANDT MEADOWLILLY INC.  
a Company incorporated under  
the laws of the Province of Ontario  
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS a certain Subdivision Agreement was entered into between The Corporation of the City of London, as the City of the First Part, and Jackson Summerside Land Corp. as the Owner of the Second Part, and registered in the Land Registry Office for the Land Titles Division of Middlesex East on the 20<sup>th</sup> day of October, 2006 as Instrument Number ER464414, respecting the lands more particularly described in Schedule "A" attached hereto and other lands;

AND WHEREAS Jackson Summerside Land Corp. have sold all the Lots and Blocks in this Subdivision, known as Plan 33M-603 to Rembrandt Meadowlilly Inc.

AND WHEREAS Rembrandt Meadowlilly Inc. has agreed to be bound by the provisions of the said Subdivision Agreement registered as Instrument Number ER464414.

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 be and the same is hereby amended as follows:

1. Rembrandt Meadowlilly Inc., the Owner herein, doth hereby covenant, promise and agree to and with the City that it will at all times do, observe, perform, keep, be liable under and be bound by every covenant, provision, condition, agreement and stipulation in the said Subdivision Agreement dated on the 29<sup>th</sup> day of August, 2006 and registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) on the 20<sup>th</sup> day of October, 2006 as Instrument Number ER464414, to the extent as if the said Owner, Rembrandt Meadowlilly Inc., had executed the said Agreement.
2. That Clause 3, COMMENCEMENT AND COMPLETION, be amended by deleting the sentence "The Owner shall commence the said construction and



File: 33M-603  
T. Grawey

installation no later than the first anniversary of the date of approval of the final Plan by the Approval Authority and shall wholly complete the same not later than and have the subdivision assumed as outlined in Clause 10 within either seven (7) years from the date of registration of this Agreement or once building permits have been issued for seventy (70) percent of the building Lots and Blocks in this subdivision, whichever shall be the earlier” and replacing it with “The Owner shall commence the said construction and installation no later than the first anniversary of the date of assignment of this agreement to Rembrandt Meadowlilly Inc., and shall wholly complete the same not later than and have the subdivision assumed as outlined in Clause 10 within either seven (7) years from the date of registration of this Agreement or once building permits have been issued for seventy (70) percent of the building Lots and Blocks in this subdivision, whichever shall be the earlier”

- 3. That Clause 24, NOTICE, be amended by deleting “Jackson Summerside Land Corp. c/o Z-Group, 1135 Adelaide Street North, London, Ontario N5Y 5K7” and replacing it with “Rembrandt Meadowlilly Inc., 1560 North Routledge Park, London, Ontario N6H 0H6”.
- 4. That Clause 28, SPECIAL PROVISIONS, be amended in sub-clauses (ai), (aj) and (an) by deleting “Within one year of the registration of the Plan” and replacing it with “Within one year of the commencement of servicing work”.

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

SIGNED, SEALED AND ELIVERED

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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

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**REMBRANDT MEADOWLILLY INC.**

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I/We have the Authority to Bind the Corporation.

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