

File Number: 39T-07508

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION SPECIAL PROVISIONS APPLICANT: GREENGATE VILLAGE LIMITED SUMMERSIDE SUBDIVISION – PHASE 12B 39T-07508 MEETING ON FEBRUARY 22, 2016

RECOMMENDATION

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Greengate Village Limited for the subdivisions of land over Part of Lot 13, Concession 1, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Bradley Avenue, west of Jackson Road, municipally known as 1690 Bradley Avenue.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited for the Summerside Subdivision, Phase 12B (39T-07508) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues attached as Schedule “B”; and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

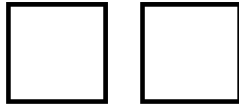
BACKGROUND

The subject lands were originally included in a 1992 subdivision application submitted by Jackson Land Corp. for lands bounded by Commissioners Road East, Jackson Road, Bradley Avenue, and Highbury Ave South (also referred to as Summerside Subdivision). When the Ministry of Municipal Affairs granted draft approval in September 1993 the lands were shown as high density residential, medium density residential, and a commercial block bisected by a secondary collector road.

In October 2003 Jackson Land Corp requested revisions to 14.2 ha (35 acres) of lands within the draft approved Summerside subdivision, specifically the lands bounded by Evans Boulevard, Jackson Road, Bradley Avenue and Meadowgate Boulevard. The changes from the 1993 draft plan were of such significance a new draft plan application was required (File No. 39T-03513). Revisions included replacement of high and medium density residential blocks with 264 single detached dwelling lots and exchanging Turner Road as a secondary collector road with 6 new local roads. Municipal Council adopted the Official Plan and Zoning By-law Amendments in May 2004 and at the same time recommended the City of London Approval Authority grant draft plan of subdivision approval to a revised plan subject to conditions.

On October 21, 2005, the City of London Approval Authority granted final approval to the first phase of draft plan 39T-03513. This phase contained 114 single detached dwelling blocks served by the extension of Meadowgate Boulevard and two new local streets being Turner Crescent and Asima Drive. This phase, commonly referred to as Phase 12a, was registered on October 27th, 2005 as Plan 33M-533.

Jackson Land Corp. requested a three year extension to the draft approved plan of subdivision 39T-03513 on December 14, 2006. The Owner did not request final approval for the remaining 150 lots



File Number: 39T-07508

because the lands had not been serviced and they still had an inventory of serviced lots from the first phase. On June 20, 2007 the City of London Approval Authority granted a three year extension to the draft plan of subdivision consisting of 150 single detached dwelling lots and 1 walkway block all served by the extension of Asima Drive and Turner Crescent and 2 new local streets.

In September 2007, Jackson Land Corp. submitted a third draft plan (the current file 39T-07508) to replace the existing registered and draft approved plan of subdivision consisting of 150 single detached lots, with a new plan consisting of 96 single detached lots and 21 multi-family blocks containing approximately 115 street townhouse dwellings all served by 3 local streets, portions of which would be developed as “window streets” on reduced right-of-ways. The new proposal allowed for intensification of residential uses which was more functional and aesthetically pleasing, and eliminated the need for a continuous noise wall along much of the interface with Bradley Avenue.

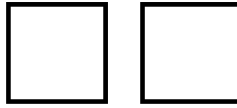
In 2012, the London Consent Authority granted a provisional consent to Jackson Land Corp. (File No. B.019/12) to sever the lands within this draft plan from the remaining Summerside subdivision land holdings and to create essentially two new parcels (divided east and west of the future southerly extension of Turner Crescent). A Consent Agreement was subsequently entered into which included provisions for a pedestrian walkway connection between Asima Drive and Jackson Road, and a temporary turnaround bulb at the easterly end of Asima Drive.

Jackson Land Corp. have since sold the lands and assigned their interests and obligations in this draft plan of subdivision, as well as the remaining lots on Asima Drive within Registered Plan 33M-533, to the new owner **Greengate Village Limited**. The current draft plan approval lapses June 19, 2017. The lands which are the subject of this registration represent the easterly portion of the current draft-approved plan.

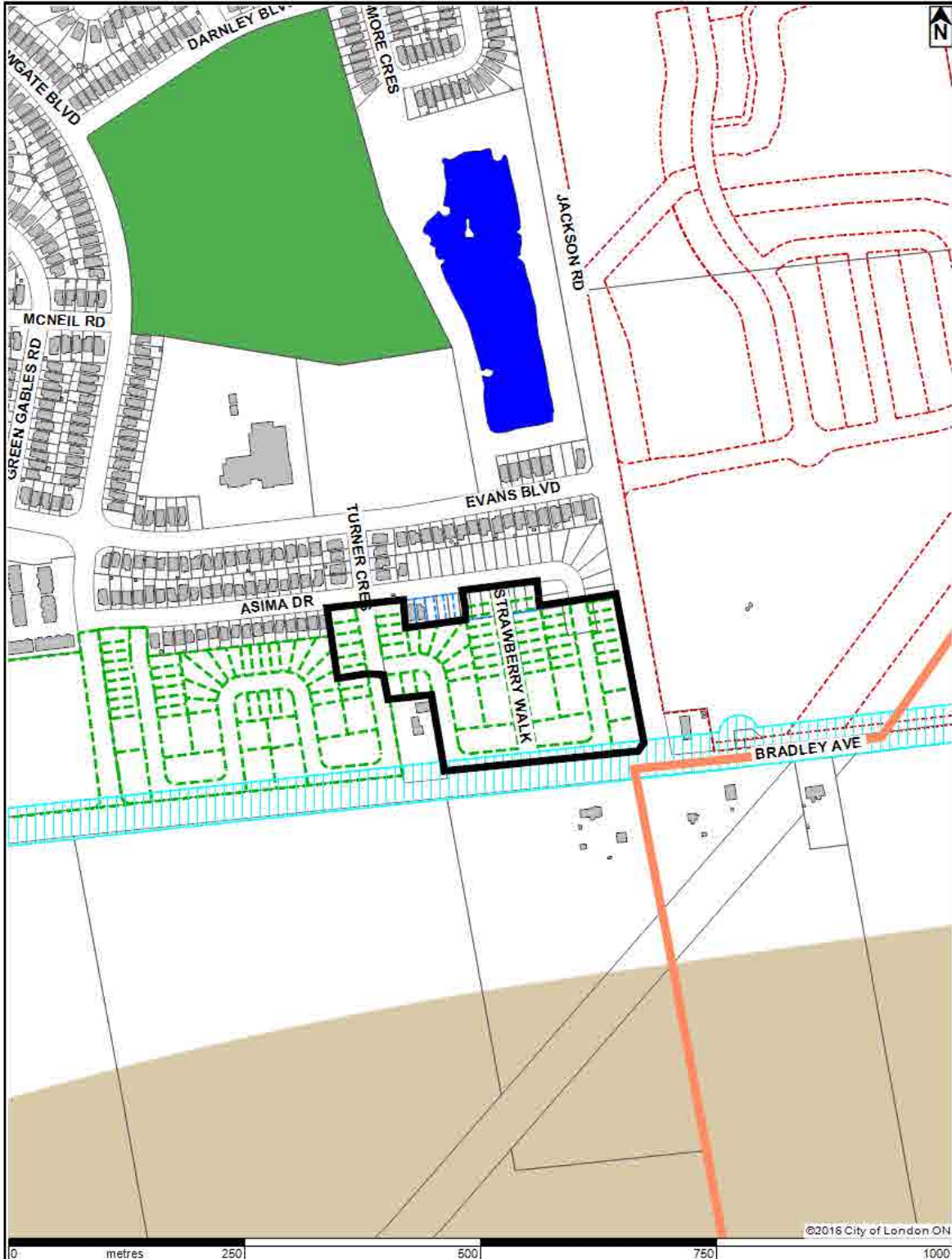
This subdivision shall be registered in one (1) phase, consisting of 48 single family detached Lots, 9 multi-family medium density blocks.






The Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

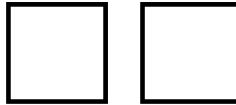
This report has been prepared in consultation with the City’s Solicitors Office.



File Number: 39T-07508



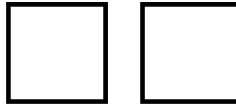
<p>LOCATION MAP</p> <p>Subject Site: Summerside Phase 12B - East Portion Applicant: Greengate Village Limited File Number: 39T-07508 Planner: L Mottram Created By: LM Date: 2016-02-09 Scale: 1:5000</p> <p>Corporation of the City of London Prepared By: Development and Compliance Services</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
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File Number: 39T-07508

PREPARED BY:	RECOMMENDED BY:
LARRY MOTTRAM SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	A.MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

LM/fg
Attach.
February 9, 2016



File Number: 39T-07508

<p>Schedule "A" SPECIAL PROVISIONS</p>
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5. STANDARD OF WORK

Revise the clause 5.7 to read:

- 5.7** The Owner shall register against the title of Lots which incorporate rear yard catchbasin manholes, which includes Lots 12, 15, 16, 19, 28, 31, 32, 41, 42, 47, 48 and Block 50, 51 and 54 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasin manholes and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.

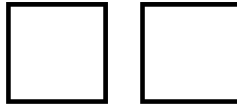
25.1 STANDARD REQUIREMENTS

Proposed changes to the Generals are

- (d) viii. all servicing works for the stage and downstream works must be completed and operational, in accordance with the approved design criteria and accepted drawings, all to the specification and satisfaction of the City.
- (h) Within one (1) year of registration of this Plan or as otherwise agreed to by the City, the Owner shall construct a fence of similar design, material and height along the rear lot line of Lots 34 to 39 both inclusive and Blocks 55, 56, and 57, where they abut Jackson Road, all to the satisfaction of and at no cost to the City.

Add the following new Special Provisions to Section 25.1:

- (j) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission any abandoned infrastructure, at no cost to the City, including cutting the water service and capping it at the watermain, all to the specification and satisfaction of the City.
- (k) The Owner shall make arrangements with the affected property owner(s) for the construction of any portions of services or grading situated on private lands outside this Plan, and shall provide satisfactory easements over these works, as necessary, all to the specification and satisfaction of the City, at no cost to the City.
- (l) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove any temporary works when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City.
- (m) Should the Owner or any subsequent owner revise the development proposal for these lands, the current or subsequent owner shall have his consulting Professional Engineer submit updated design study reports in accordance with the File Manager process, or provide a letter from his Profession Engineering, certifying that all existing reports and design calculations follow current City design standards and requirements, all to the satisfaction of the City.



File Number: 39T-07508

- (n) The Owner shall implement the recommendations of the Noise Assessment report for the proposed Summerside Subdivision – Phase 12B, prepared by Development Engineering (London) Limited, dated June 26, 2015, in the following manner:
- i) Air Conditioning

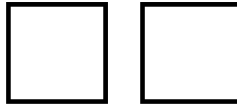
Should the Owner propose residential development for Block 50 (all units), Block 53 (all units), and Block 57 (Units A, B and C) the Owner shall not to submit any building permit applications unless the plans contain provisions for central air conditioning.
 - ii) Forced Air Central Heating

Should the Owner propose residential development for Block 49 (Units A and B), Block 51 (Units A and B), Block 52 (Units A and B), Block 54 (Units A and B), Block 56 (all units), and Block 57 (Unit D) the Owner shall not to submit any building permit applications unless the plans include a forced air heating system and ducting, etc. which is sized to accommodate central air conditioning.
 - iii) Building Components

Should the Owner propose residential development for Block 50 (all units), Block 53 (all units) and Block 57 (Units A, B and C), noise reduction building components will be required. These units shall be designed and built with an EW5 construction rating from foundation to rafters should be utilized along with the installation of glazed windows for all building faces that have exposure to Bradley Avenue. EW5 construction is an exterior wall composed of 12.7 mm gypsum board, vapour barrier and 38x89 studs with 50 mm (or thicker) mineral wool or glass fibre batts in inter-stud cavities plus sheathing, 25 mm air space and 100 mm brick veneer. For alternate EW5 construction methods refer to Section 8 of the Supplemental Guidelines of the Ontario Building Code for applicable STC ratings for various construction methodologies.
 - iv) Noise Barriers

Should the Owner propose residential development for Block 57 (Units A, B and C), noise barriers will be required adjacent to the outdoor living areas of Block 57 (Units A, B and C) to reduce noise to acceptable levels in accordance with the recommendations of the accepted noise assessment report, all at no cost to the City and all to the satisfaction of the City. The noise barriers must be constructed with materials having a minimum of 20 kg/m² density
- (o) In the event that the Owner proposes residential development for the Blocks, the following warning clauses shall be included in all Agreements of Purchase and Sale or Lease:
- i) For Block 50 (all units), Block 53 (all units), and Block 57 (Units A, B and C), the following warning clause shall be included in all Agreements of Purchase and Sale or Lease of these dwellings:

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment. (Note: The location and installation of the air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices.)"



File Number: 39T-07508

- ii) For Block 49 (Units A and B), Block 51 (Units A and B), Block 52 (Units A and B), Block 54 (Units A and B), Block 56 (all units), and Block 57 (Unit D), the following warning clause shall be included in all Agreements of Purchase and Sale or Lease of these dwellings:

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices.)"

- iii) For Block 49 (Units A and B), Block 50 (all units), Block 51 (Units A and B), Block 52 (Units A and B), Block 53 (all units), Block 54 (Units A and B), Block 56 (all units), and Block 57 (Unit D), the following warning clause shall be included in all Agreements of Purchase and Sale or Lease of these dwellings:

"Purchasers/tenants are advised that sound levels due to increasing road traffic on Bradley Avenue may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment."

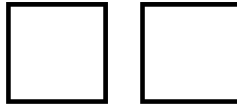
"The City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic on Bradley Avenue as it relates to the interior or outdoor living areas of any dwelling unit within the development. The City of London will not be responsible for constructing any form of noise mitigation for this development."

- iv) For Block 57 (Units A, B and C) the following warning clause shall be included in all Agreements of Purchase and Sale or Lease of these dwellings:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic on Bradley Avenue may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment."

"Purchasers/tenants are advised that the noise barrier adjacent to the outdoor living area of the dwelling unit is not to be tampered with or altered, and further that the owner shall have sole responsibility for maintaining this feature in accordance with the approved plan and/or provision or set of provisions included in the subdivision agreement."

"The City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic on Bradley Avenue as it relates to the interior or outdoor living areas of any dwelling unit within the development. The City of London will not be responsible for constructing any form of noise mitigation for this development."



File Number: 39T-07508

25.2 CLAIMS

Delete in its entirety and replace with:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

25.7 STORM WATER MANAGEMENT

Revise to read:

- (a)
 - i. The SWM criteria and environmental targets for the Dingman Creek Subwatershed Study Update (DCSSU 2005) and any addendums/amendments;
 - ii. The Summerside District Stormwater and Stormwater Management Master Plan (Updated 2004);
 - iii. The approved Storm/Drainage and SWM Servicing functional report for the subject lands;
 - iv. The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - v. The City Design Requirements for Permanent Private Stormwater Systems were approved by City Council and is effective as of January 1st, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not limited to quantity/quality control, erosion, stream morphology, etc.
 - viii. The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual, as revised, and;

Replace 25.7 (b) with the following clause:

- (b) The Owner's Professional Engineer shall ensure that all existing upstream external flows traversing this Plan are accommodated within the overall minor and major storm conveyance servicing system(s) design, all to the specification and satisfaction of the City Engineer.

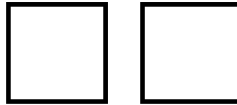
Add the following new Special Provisions:

- (h) The Owner shall develop this Plan in accordance with the Design and Construction of Storm Water Management Facilities policies and processes identified in Appendix 'B-1' and 'B-2' Stormwater Management Facility "Just In Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Polices Covering Report, all to the satisfaction of the City.

25.8 SANITARY AND STORM SEWERS

Revise 25.8 (c) to include the highlighted:

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Dingman Creek Subwatershed, and connect them to the existing storm sewer system being the 525 mm (21 inch) diameter storm sewer on Strawberry Walk, a 375 mm (15 inch) diameter storm sewer on the east leg of Asima Drive and a 600 mm (24 inch) diameter storm sewer on Turner Crescent, which outlets downstream to the Summerside Stormwater (SWM) Facility located to the north and external to this Plan.



File Number: 39T-07508

The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

Delete 25.8 (j) as it is not required.

Add the following new Special Provisions:

- (o) The Owner shall construct sanitary sewers to service the Lots and Blocks in this Plan and connect them to the existing sanitary sewage system being the 200mm (8 inch) sanitary sewer located on east leg of Asima Drive, a 200mm (8 inch) sanitary sewer on Strawberry Walk, and a 200mm (8 inch) sanitary sewer on Turner Crescent.

The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

25.9 WATER SERVICING

Remove 25.9 (c) and replace with the following:

- (c) The Owner shall construct the watermain to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 200 mm (8 inch) diameter watermain on the east leg of Asima Drive, a 150 mm (6 inch) diameter watermain on Strawberry Walk and a 200 mm (8 inch) diameter watermain on Turner Crescent, to the specifications of the City Engineer.

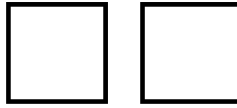
The Owner shall provide looping of the water main system when eighty (80) units or more are to be built, as required by and to the satisfaction of the City Engineer.

25.11 ROADWORKS

Revise to read:

- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a fully serviced road connection where Asima Drive in this Plan joins with Asima Drive in Plan 33M-533, including all underground services and related works;
 - (ii) a fully serviced road connection where Strawberry Walk in this Plan joins with Asima Drive in Plan 33M-533, including all underground services and related works; and
 - (iii) fully serviced road connections where Turner Crescent in this Plan joins with Asima Drive in Plan 33M-533, including all underground services and related works.

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its Professional Engineer for all works to be constructed on Bradley Avenue in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.



File Number: 39T-07508

Add the following new Special Provisions:

- (q) The Owner shall remove the temporary turning circle on Asima Drive and complete the construction of Asima Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner through the previous Consent Agreement registered as Instrument Number ER871149 or through the Subdivision Agreement for Plan 33M-533, registered as Instrument Number ER392234 for the removal of the turnaround (bulb) and construction of this section of Asima Drive and all associated works, the City shall reimburse the Owner for the substantiated costs of completing the works, up to a maximum value that the City has received for this work.

- (r) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Evans Boulevard via Jackson Road
- (s) Prior to the issuance of any Certificate of Conditional Approval or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the north lot line of Lot 34 of this Plan, in accordance with City Standard No. SR-7.0. all to the satisfaction of and at no cost to the City.
- (t) Prior to the issuance of any Certificate of Conditional Approval the Owner shall be required to make minor boulevard improvements on Bradley Avenue and Jackson Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary, all to the satisfaction of the City.
- (u) The Owner shall grade the portions of Lots 34 to 39 both inclusive and Blocks 55 to 57 both inclusive, which have a common property line with Jackson Road, to blend with the existing road grades on Jackson Road, in accordance with the City Standards to the satisfaction of the City Engineer, and at no cost to the City.

The Owner shall direct its Professional Engineer to establish the elevations along the common property line which will blend with the existing centreline of road grades, and show these elevations on the subdivision Lot Grading Plans, submitted for acceptance by the City.

- (v) The Owner shall grade the portions of Block 57, which has a common property line with Bradley Avenue, to blend with the ultimate profile of Bradley Avenue, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" all to the satisfaction of and at no cost to the City.

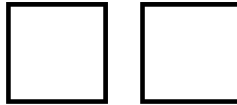
The Owner shall direct its Professional Engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Bradley Avenue. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City.

- (w) The Owner shall remove all existing accesses to boundary roads to the satisfaction of and at no cost to the City.
- (x) In conjunction with the engineering drawings acceptance, the Owner shall provide sidewalk links from Asima Drive to the proposed sidewalk on Bradley Avenue in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City.
- (y) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall design and install street light poles and luminaires, along the streets being extended in accordance with this draft plan of subdivision and where a street from an abutting development and developing area is being extended, which match the style of street light already existing or approved along the developed portion of the street, to the satisfaction of the City, at no cost to the City, unless otherwise noted herein.



File Number: 39T-07508

- (z) The Owner shall request the City release of the 0.3 metre reserves (being Parts 13, 14, 16, 18, 20, 22 and 24 on 33R18783) on Asima Drive adjacent to the north limits of Lots 19 and 20 and Strawberry Walk in this Plan, all at no cost to the City.
- (aa) It is hereby agreed by all parties that the terms and conditions outlined in the agreement dated December 5, 1994 between The Corporation of the City of London and Jackson Land Corp. and Jackson Summerside Land Corp., registered on January 27, 1995 as Instrument No. 374208 and annexed to this Agreement as **Schedule 'N'** are hereby transferred to this Agreement and will apply mutatis mutandis to all the lands within this Plan. The parties hereto agree that this Agreement and the agreement attached as Schedule 'N' will be read as one, and in the event of any conflicts between the provisions of this Agreement and the provisions of the Schedule 'N' Agreement then the provisions of the Schedule 'N' Agreement will prevail, except for the Insurance and Indemnity requirements as provided herein.



File Number: 39T-07508

SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Turner Crescent shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.25’) with a minimum road allowance of 18.5 metres (62’);
- Strawberry Walk and Asima Drive (except window street) shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.25’) with a minimum road allowance of 18 metres (60’); and
- Asima Drive fronting Bradley Avenue (window street) shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.25’) with a minimum road allowance of 15.5 metres (50.85’).

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of:

- (i) Strawberry Walk – west boulevard;
- (ii) Asima Drive – east Boulevard – from the Lot 34 to Block 57, inclusive;
- (iii) Asima Drive – south boulevard – from Lot 40 to Lot 42, inclusive;
- (iv) Asima Drive – west boulevard – from Lot 40 and across lands external to this Plan at 1680 Bradley Avenue, inclusive; and
- (v) Turner Crescent – east boulevard – Lot 1 to Lot 5, inclusive.

SCHEDULE “D”

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

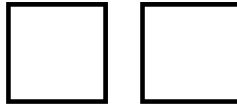
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Block 58 and Block 59 (1680 Bradley Ave. east property line)
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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File Number: 39T-07508

SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

The Owner shall supply the total value of security to the City is as follows:

CASH PORTION:	\$ 252,671
BALANCE PORTION:	\$ <u>1,431,800</u>
TOTAL SECURITY REQUIRED	\$ 1,684,471

The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

The Balance Portion shall be deposited with the City Treasurer prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this Plan of subdivision.

The Owner shall supply the security to the City in accordance with the City’s By-Law No. A-7146-255 and policy adopted by the City Council on July 27, 2014.

In accordance with Section 9. - Initial Construction of Services and Building Permits, the City may limit the issuance of building permits until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION LIEN ACT, R.S.O. 1990.

SCHEDULE “F”

This is Schedule “F” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City.

Multi-Purpose Easements:

No multi-purpose easements are required by the City for this Plan.

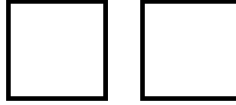
Road Easements:

No road easements are required by the City for this Plan.

SCHEDULE ‘N’

This is Schedule ‘N’ to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

(NOTE: Schedule ‘N’ is the agreement dated December 5, 1994 between Jackson Land Corp and Jackson Summerside Land Corp. and The Corporation of the City of London, registrered January 27, 1995, as Instrument No. 347208, covering the servicing and cost sharing of the entire Summerside Subdivision draft plan.)



File Number: 39T-07508

Schedule "B"
Related Estimated Costs and Revenues

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^(Note 1)	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF: - None identified.	\$0
Claims for developer led construction from UWRF: - None identified.	\$0
Claims for City led construction: - None identified.	\$0
Total	\$0
Estimated Total DC Revenues ^(Note 2)	Estimated Revenue
CSRF	\$3,625,406
UWRF	\$607,825
TOTAL	\$4,233,231

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 Estimated Revenues are calculated using 2016 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed by:

Jan 27/16
Date

P. Christiaans
Peter Christiaans
Director, Development Finance