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TO:	CHAIR AND MEMBERS – PLANNING AND ENVIRONMENT COMMITTEE MEETING
FROM:	D. N. STANLAKE DIRECTOR OF DEVELOPMENT PLANNING
SUBJECT:	APPLICATION BY: GRAND RIVER CONTRACTING INC. 215 FANSHAWE PARK ROAD WEST PUBLIC SITE PLAN MEETING MARCH 26, 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 Grand River Contracting Inc. relating to the property located at 215 Fanshawe Park Road West:

- a) On behalf of the Approval Authority, the Planning and Environment Committee **BE REQUESTED** to conduct a public meeting on the subject site plan application and **REPORT TO** the Approval Authority the issues, if any, raised at the public meeting with respect to the application for Site Plan approval;
- b) Council **ADVISE** the Approval Authority of any issues they may have with respect to the Site Plan application and **ADVISE** the Approval Authority whether they support the Site Plan application for a commercial medical building; 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.

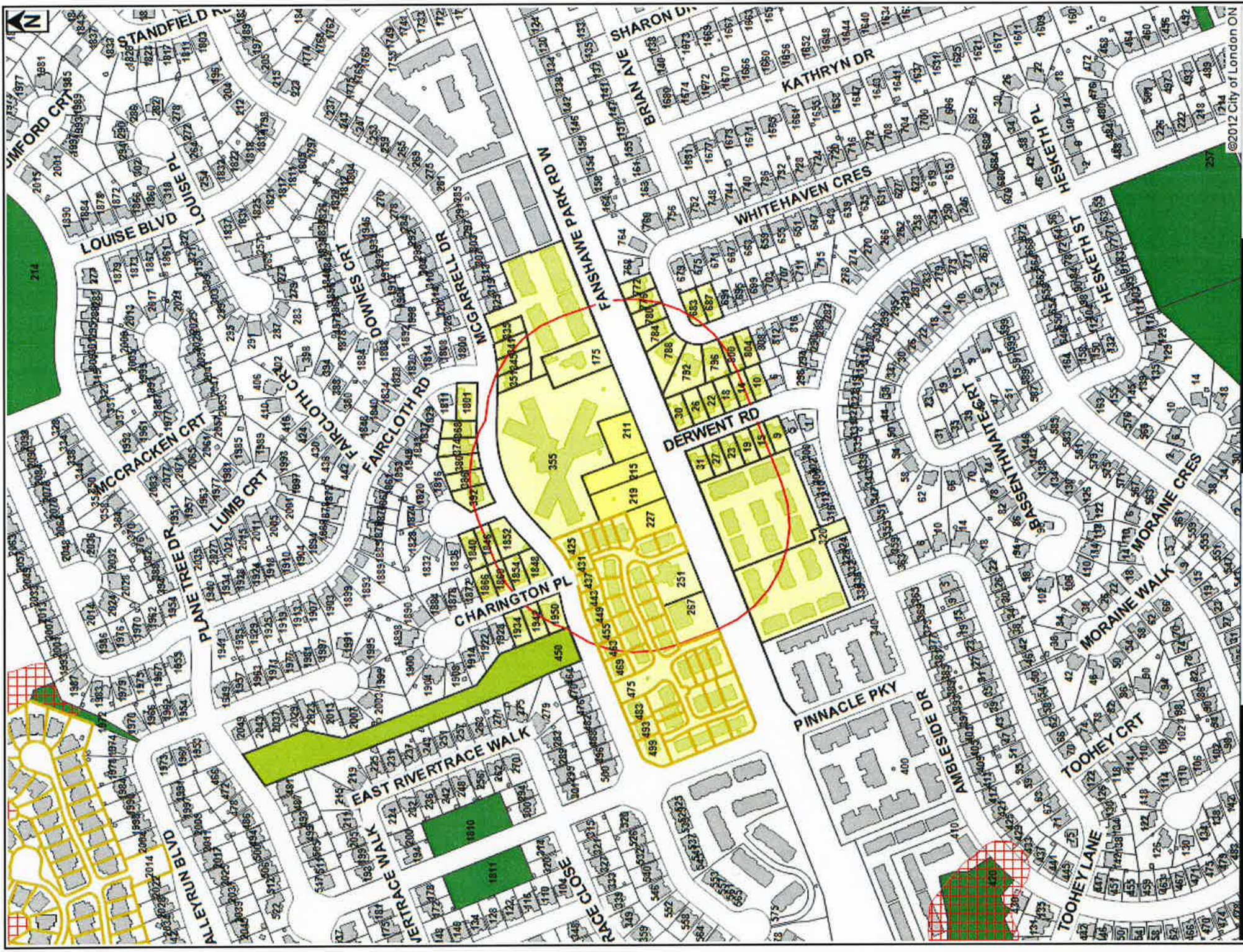
The need for public engagement is to satisfy the h-5 holding provision on the property requiring a Public Site Plan meeting.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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May 11, 2009 report to Planning Committee to rezone the lands to permit medical/dental offices and offices.

March 28, 2011 report to Built and Natural Environment Committee report to Planning Committee.

May 16, 2011 report to Built and Natural Environment Committee.



0 250 500 750 1000 metres

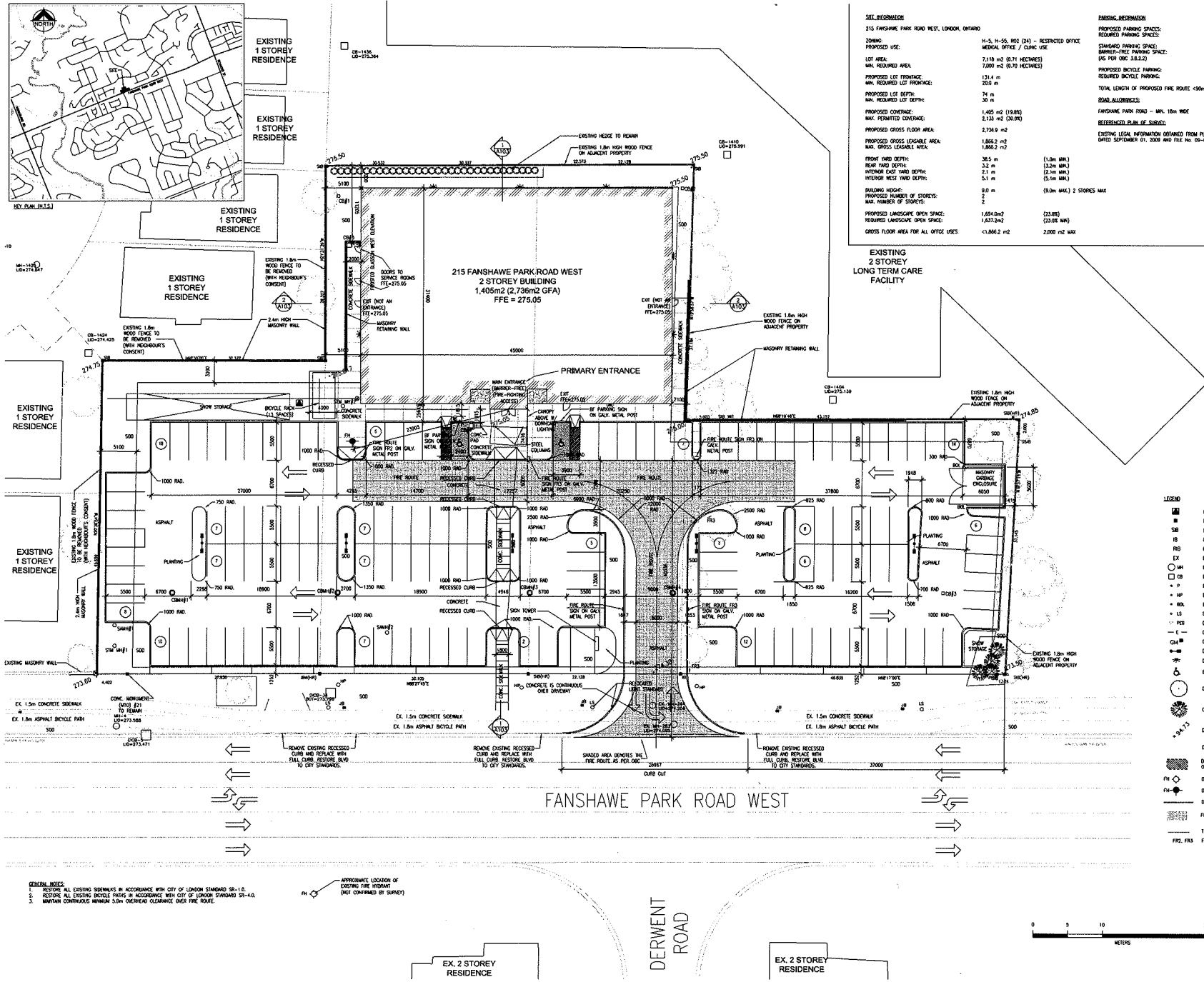
LEGEND

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

NOTIFICATION MAP

120m Radius Buffer
 Subject Site: 211, 215, 219 & 227 Fanshawe Park Rd W
 Applicant: Grand River Contracting
 File Number: SP12-000700
 Created By: Jeffrey Shaughnessy
 Date: 2012-03-07
 Scale: 1:5000





SITE INFORMATION
 215 FANSHAWE PARK ROAD WEST, LONDON, ONTARIO
 ZONING: R-5, R-55, R-55 (24) - RESTRICTED OFFICE / MEDICAL OFFICE / CLINIC USE
 PROPOSED USE: MEDICAL OFFICE / CLINIC USE
 LOT AREA: 7,119 m² (0.71 HECTARES)
 MAX. REQUIRED AREA: 7,000 m² (0.70 HECTARES)
 PROPOSED LOT FRONTAGE: 131.4 m
 MAX. REQUIRED LOT FRONTAGE: 177.275.05 m
 PROPOSED LOT DEPTH: 74 m
 MAX. REQUIRED LOT DEPTH: 30 m
 PROPOSED COVERAGE: 1,405 m² (19.8%)
 MAX. PERMITTED COVERAGE: 2,135 m² (30.0%)
 PROPOSED GROSS FLOOR AREA: 2,736 m²
 PROPOSED GROSS LEASABLE AREA: 1,866.2 m²
 MAX. GROSS LEASABLE AREA: 1,866.2 m²
 FRONT YARD DEPTH: 36.5 m (1.04 M)
 REAR YARD DEPTH: 2.2 m (0.24 M)
 INTERIOR EAST YARD DEPTH: 2.1 m (0.14 M)
 INTERIOR WEST YARD DEPTH: 5.1 m (0.14 M)
 BUILDING HEIGHT: 9.0 m (30.0 M) 2 STOREYS MAX
 PROPOSED NUMBER OF STOREYS: 2
 MAX. NUMBER OF STOREYS: 2
 PROPOSED LANDSCAPE OPEN SPACE: 1,681.0m² (23.0% MIN)
 REQUIRED LANDSCAPE OPEN SPACE: 1,637.0m² (23.0% MIN)
 GROSS FLOOR AREA FOR ALL OFFICE USES: <1,866.2 m² 2,000 m² MAX

EXISTING INFORMATION
 PROPOSED PARKING SPACES: 131
 REQUIRED PARKING SPACES: 131
 STANDARD PARKING SPACE: 2.7m x 5.5m
 SHARED-TREE PARKING SPACE: 2.4m x 1.5m CLEAR SPACE x 5.5m LONG (AS PER OBC 3.8.2.2)
 PROPOSED BICYCLE PARKING: 13
 REQUIRED BICYCLE PARKING: 10 (7% OF CAR SPACES)
 TOTAL LENGTH OF PROPOSED FIRE ROUTE <90m (NO TURN AROUND FACILITY REQUIRED)
ROAD ALLOWANCES
 FANSHAWE PARK ROAD - MIN. 18m WIDE
DETAILED PLAN OF SUBJECT
 EXISTING LEGAL INFORMATION OBTAINED FROM PLAN PROVIDED BY HOLDSTADT & REMOND LIMITED, DATED SEPTEMBER 01, 2009 AND FILE NO. 09-0096

CHECK AND VERIFY ALL DIMENSIONS AT THE SITE.
 ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE PROPERTY OF BBA. THE CONTRACTOR AND USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS WITHOUT THE PERMISSION OF THE CONSULTANT IS FORBIDDEN.
 DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE CONSULTANT.

NO.	ISSUES	DATE	BY
1	FOR CLIENT REVIEW	NOV 11/11	BBA
2	MARKETING DRAWINGS	NOV 29/11	BBA
3	ISSUED FOR PUBLIC MEETING	DEC 06/11	BBA
4	ISSUED FOR CIVIL/LANDSCAPE DESIGN	DEC 14/11	BBA
5	ISSUED FOR SITE PLAN APPROVAL	JAN 05/12	BBA
6	REISSUED FOR SITE PLAN APPROVAL	MAR 05/12	BBA

3	REISSUED WITH CITY COMMENTS	MAR 05/12	BBA
2	COORDINATED BY LANDSCAPE DWGS	JAN 05/12	BBA
1	COORDINATED BY CIVIL DWGS	JAN 05/12	BBA

PROJECT:
RICHMOND HILL CENTRE

215 FANSHAWE PARK ROAD WEST
 LONDON, ONTARIO

DRAWING:
SITE PLAN



BARRY-BRYAN ASSOCIATES (1991) LIMITED
 Architects
 Engineers
 Landscape Architects
 Project Managers
 301-350 Water Street
 Windsor Ontario N9A 6G6
 Tel: (519) 666-8767
 Fax: (519) 666-8206
 e-mail: bba@bba-arch.com

DESIGN BY: W2
 DRAWN BY: VP
 CHECKED BY: W2
 DATE: NOV/11/11
 SCALE: 1:250
 FILE: 12-000700

PROJECT NO: **11098**
 DRAWING NO: **A101**

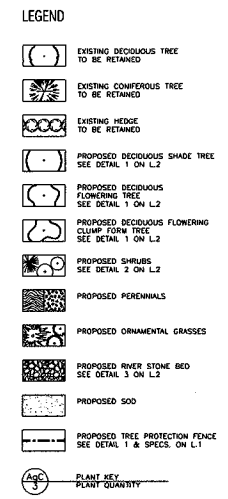
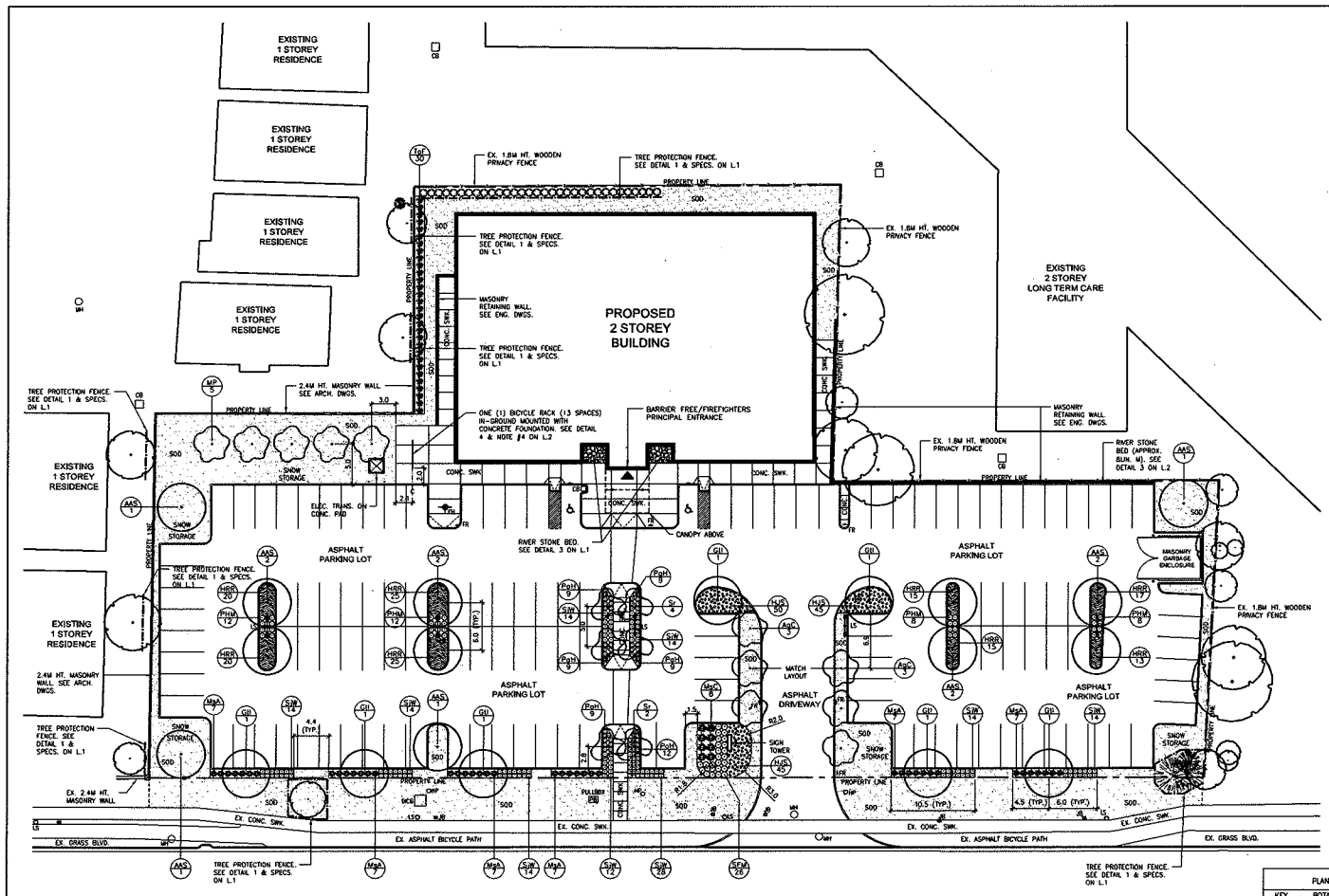
- LEGEND**
- ⊠ DENOTES HYDRO TRANSFORMER
 - ⊞ DENOTES SURVEY MONUMENT FOUND
 - ⊞ DENOTES STANDARD IRON BAR
 - ⊞ DENOTES IRON BAR
 - ⊞ DENOTES ROUND IRON BAR
 - ⊞ DENOTES EXISTING
 - ⊞ DENOTES CATCHBASSIN
 - ⊞ DENOTES POLE
 - ⊞ DENOTES HYDRO POLE
 - ⊞ DENOTES BOLLARD
 - ⊞ DENOTES LIGHT STANDARDS
 - ⊞ DENOTES TELEPHONE PEDESTAL
 - ⊞ DENOTES OVERHEAD HYDRO
 - ⊞ DENOTES GAS METER
 - ⊞ DENOTES NEW LIGHT POLES
 - ⊞ DENOTES NEW WALL-PACK LIGHT FIXTURE
 - ⊞ DENOTES BARBER-FREE PARKING SPACE
 - ⊞ DECADUOUS TREE
 - ⊞ CONIFEROUS TREE
 - ⊞ DENOTES PROPOSED GRADE
 - ⊞ DENOTES EXISTING ELEVATION
 - ⊞ DENOTES PAVED NO-PARKING ZONE ON ASPHALT SURFACE
 - ⊞ DENOTES EXISTING FIRE HYDRANT
 - ⊞ DENOTES PROPOSED FIRE HYDRANT
 - ⊞ DENOTES PROPERTY LINE
 - ⊞ FIRE ROUTE
 - ⊞ TREE PRESERVATION FENCE
 - ⊞ FIRE ROUTE SIGNS PER CITY STANDARDS



- GENERAL NOTES:**
- RESTORE ALL EXISTING SIDEWALKS IN ACCORDANCE WITH CITY OF LONDON STANDARD 58-10.
 - RESTORE ALL EXISTING BICYCLE LANES IN ACCORDANCE WITH CITY OF LONDON STANDARD 38-40.
 - MAINTAIN CONTINUOUS MINIMUM 3.0m OVERHEAD CLEARANCE OVER FIRE ROUTE.

APPROXIMATE LOCATION OF EXISTING FIRE HYDRANT (NOT CONFIRMED BY SURVEY)

EX. 2 STOREY RESIDENCE
 DERWENT ROAD
 EX. 2 STOREY RESIDENCE



SPECIFICATIONS
GENERAL

- THESE SPECIFICATIONS MUST BE READ IN CONJUNCTION WITH THE GENERAL CONDITIONS OF THE CONTRACT AS PREPARED BY THE PRIME CONSULTANT.
- THE CONTRACTOR SHALL REPAIR AT HIS EXPENSE ALL DAMAGE TO ALL EXISTING STRUCTURES/UTILITIES/CONDITIONS CAUSED BY HIS WORK.

PLANT MATERIAL

- ALL WORKMANSHIP SHALL MEET THE STANDARDS OF LANDSCAPE ONTARIO.
- INSTALL PLANT MATERIAL TRUE TO NAME, SIZE AND CONDITION AS SPECIFIED.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN AND SHALL CONFORM TO THE STANDARDS OF THE CANADIAN NURSERY TRADES ASSOCIATION.
- ALL PLANT MATERIAL SHALL BE STAKED OR PLACED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL TREE PITS AND PLANTING BEDS SHALL BE MULCHED WITH A MINIMUM DEPTH OF 75mm (3") OF "GRO-BARK" SHREDDED PINE MULCH AS SPECIFIED.
- ALL TREES SHALL BE PLANTED BY APPROVED PROCEDURES AND ORIENTED TO PROVIDE BEST APPEARANCE.
- ALL TREES TO BE STAKED UPON PLANTING AS SPECIFIED.
- ALL TREES PLANTED WITHIN SODDED OR GRASSED AREAS TO HAVE PLASTIC MOWER GUARDS INSTALLED AROUND TREES AS SPECIFIED.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE. PLANT MATERIAL WHICH DOES NOT SURVIVE SATISFACTORILY DURING THE GUARANTEE PERIOD SHALL BE REPLACED AT NO EXTRA COST TO THE OWNER.
- ALL SUBSTITUTIONS MUST RECEIVE WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON SITE.

TOPSOIL

- TOPSOIL TO BE FRABLE, NEITHER HEAVY CLAY NOR OF VERY LIGHT SANDY NATURE, CONTAINING A MIN. OF 4% ORGANIC MATTER FOR CLAY LOAMS AND 2% FOR SANDY LOAMS TO A MAX. OF 20% VOLUME.
- ALL SODDED AND SEEDING AREAS TO HAVE A MINIMUM DEPTH OF 150mm (6") OF TOPSOIL.
- PLANTING BEDS AND TREE PITS TO BE BACKFILLED WITH 4 PARTS TOPSOIL (AS SPECIFIED ABOVE) TO 1 PART PEAT MOSS, PLUS .6 KG. OF SOME MEAL PER CUBIC METRE (1.0 PER CUBIC YARD) OF FINISHED MIXTURE. PROVIDE 450mm (18") OF TOPSOIL FOR PLANTING BEDS.

SODDING

- ALL LANDSCAPED AREAS TO BE SODDED UNLESS OTHERWISE NOTED ON DRAWINGS. ALL SODS TO BE 100mm (4") THICK UNLESS OTHERWISE NOTED.
- ALL SODS SHALL MEET THE STANDARDS OF THE NURSERY SOD GROWERS ASSOCIATION OF ONTARIO FOR CERTIFIED NO. 1 GRADE TURF GRASS.
- ALL SODDED AREAS TO HAVE A MINIMUM DEPTH OF 150mm (6") OF TOPSOIL AND COMPACTED TO 80% S.P.D.
- ROUGH GRADED AND COMPACTED SOIL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 100mm (4") FREE OF ALL STONES, ROOTS AND BRANCHES. GRASS AND COMPACTED SOIL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 100mm (4") FREE OF ALL STONES, ROOTS AND BRANCHES. GRASS AND COMPACTED SOIL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 100mm (4") FREE OF ALL STONES, ROOTS AND BRANCHES. GRASS AND COMPACTED SOIL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 100mm (4") FREE OF ALL STONES, ROOTS AND BRANCHES.
- PLACE SOD ON PREPARED TOPSOIL WITH STAGGERED JOINTS AND BUTT TIGHTLY. SUBSTITUTE IMMEDIATELY TO ENSURE MOISTURE PENETRATION INTO THE UPPER 100mm (4") OF SOIL AND REPAIR MINOR GRADE DEFICIENCIES.
- PER SOD ON ALL SLOPES GREATER THAN 3:1 AS REQUIRED, IRRIGATE IMMEDIATELY TO ENSURE MOISTURE PENETRATION INTO THE UPPER 100mm (4") OF SOIL.

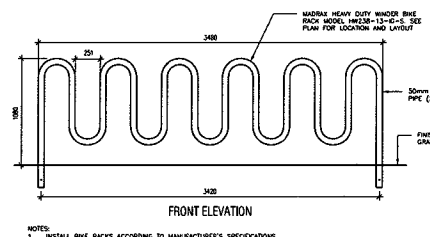
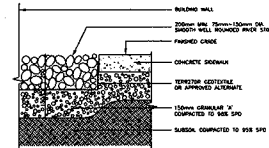
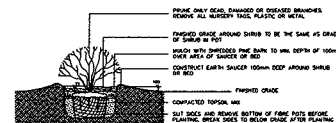
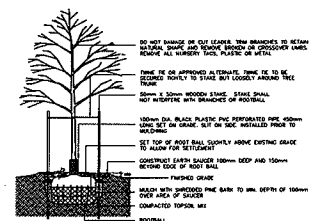
PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	COND.	INSTRUCTIONS
DECIDUOUS TREES						
AMS	ACER RUBRUM 'AUTUMN SPIRE'	AUTUMN SPIRE MAPLE	12	60mm	W.B.	INSTALL AS SHOWN
APC	AMELANCHIER FRANDIFLORA 'CUMULUS'	CUMULUS SERVICEBERRY	6	50mm	W.B.	INSTALL 5M O.C.
GH	GLEDITSIA TRIACANTHOS 'IMPCOLE'	IMPERIAL HONEYLOCUST	7	80mm	W.B.	INSTALL AS SHOWN
MP	MAELIS 'PROFESOR'	PROFESSOR LAURE APPLE	5	50mm	W.B.	INSTALL 5M O.C.
ST	SYRINGA RETICULATA	JAPANESE TREE LILAC	6	300mm	W.B. multi-item	INSTALL AS SHOWN
SHRUBS						
SM	SPHORA JAPONICA 'FRANKING MOUND'	FRANKING MOUND SPHORA	26	50mm	3-pot	INSTALL 75cm O.C.
SW	SPHORA JAPONICA 'NALIMA'	MADE CARPET SPHORA	138	40mm	3-pot	INSTALL 90cm O.C.
ToP	TILIA OCCIDENTALIS 'TASTIGATA'	PIYAMA CEDAR	30	200cm	W.B.	INSTALL 90cm O.C.
PERENNIALS						
HJS	HEMEROCALLIS 'LOAN SENIOR'	DAVILY	140	1-pot	POT	INSTALL 80cm O.C.
HR	HEMEROCALLIS 'ROSY RETURNS'	DAVILY	150	1-pot	POT	INSTALL 80cm O.C.
ORNAMENTAL GRASSES						
Mn	MISCANTHUS SINENSIS 'AMIGO'	AMIGO MILDEN GRASS	42	2-pot	POT	INSTALL 90cm O.C.
Mc	MISCANTHUS SINENSIS 'CABARET'	CABARET GRASS	8	2-pot	POT	INSTALL 1.2M O.C.
Pn	PENNISETUM ALOPECUROIDES 'HAMMILL'	DWARF FOUNTAIN GRASS	57	1-pot	POT	INSTALL 60cm O.C.
PM	PANDEMUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	40	1-pot	POT	INSTALL 75cm O.C.

NOTES:
1. ALL PLANT SPECIES AND SIZE SUBSTITUTIONS TO BE APPROVED BY LANDSCAPE ARCHITECT
2. DO NOT MOUND PLANTING BEDS ADJACENT TO PAVED AREAS



FANSHAWE PARK ROAD WEST



General Notes:

- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.
- ALL DISCREPANCIES ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY, AND BEFORE PROCEEDING WITH WORK OR SHOP DRAWINGS.
- ALL PLANT SPECIES AND SIZE SUBSTITUTIONS TO BE APPROVED BY LANDSCAPE ARCHITECT.
- THE BASE INFORMATION WAS OBTAINED FROM BARRY BRYAN ASSOCIATES 1999 LIMITED.
- THIS DRAWING IS THE PROPERTY OF ARTHUR LIERMAN LANDSCAPE ARCHITECTURE AND MAY NOT BE USED FOR CONSTRUCTION WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.
- ALL SOD IS TO CURB UNLESS OTHERWISE NOTED.

Notes:

- ALL PLANTING BEDS TO HAVE 450mm MIN. DEPTH OF 3-WAY TOPSOIL MIX.
- ALL TREE PITS AND PLANTING BEDS TO HAVE 75mm MIN. DEPTH OF "GRO-BARK" SHREDDED PINE MULCH.
- ALL AREAS OF EXISTING LAWN DISTURBED BY CONSTRUCTION TO BE REPAIRED AND SODDED.
- ONE (1) BIKE RACK TO BE MODEL HW238-10-10-5 (HEAVY DUTY WINDER) IN-GRADE MOUNTED WITH STAINLESS STEEL FINS AS MANUFACTURED BY BARRON AND DISTRIBUTED BY LONDON INTERSCAPES INC 159-681-9921

Revisions:

No.	Date	Issued
1	1/27/21	SUBMIT FOR PERMIT REVIEW
2	4/27/21	REVISION FOR PERMIT REVIEW

ARTHUR LIERMAN
LANDSCAPE ARCHITECTURE
775 Waterloo Street London, ON N6A 5A5
519.667.1422 1.647.1974 ar@liermanlsc.com



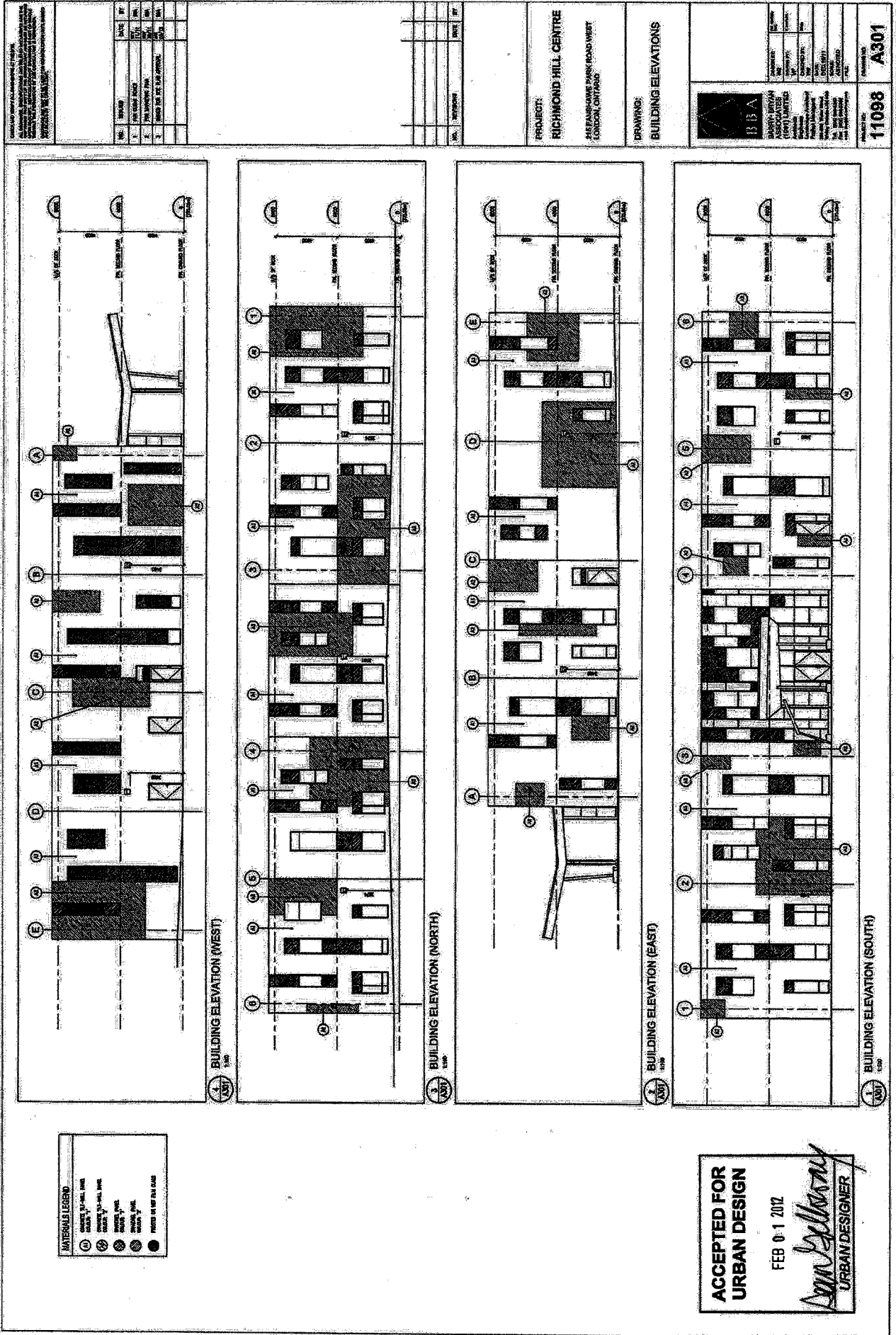
Project Title:
Richmond Hill Centre

Drawing Title:
Landscape Plan

Date: December 2011
Scale: 1:500
Drawn By: HC
Design By: ALL
Checked By: ALL

Project No.: 11.037

Sheet: L.2



RECEIVED BY

JAN 06 2012

CITY OF LONDON
DEVELOPMENT APPROVALS BUSINESS UNIT

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BACKGROUND

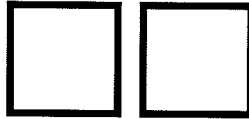
On April 4, 2011 Municipal Council resolved:

17. That, on the recommendation of the City Planner, the following actions be taken based on the application of Murphy and Murphy Architect Inc. relating to the property located at 211, 215, 219, 227 Fanshawe Park Road West:

- (b) Planning and Development staff **BE DIRECTED** to facilitate a separate meeting with the applicant, neighbouring residents and the Traffic Division to review ingress/egress issues on Derwent Road, and speeding along Fanshawe Park Road West and Derwent Road, and to address the concerns of McGarrel Drive residents related to the proximity of the medical building to their homes, prior to the public participation meeting to address all parties' concerns and to report back to the Built and Natural Environment Committee with a solution to these matters; and
- (c) subject to section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice **BE GIVEN** in respect of the proposed by-law; and
- (d) the site plan approval authority **BE REQUESTED** to consider the following matters through the site plan approval process:
 - (i) the lowering of grade elevations by more than 1 metre, and if technically feasible, by 1.5 metres or more for the placement of the building;
 - (ii) the retention of the existing hedge, with the provision that should this hedge be damaged during construction, that it be replaced with a hedge of a similar height;
 - (iii) the replacement of frosted or glass block windows along the west building face;
 - (iv) the placement of a masonry wall along the westerly property line at a height of 2.4 metres; and
 - (v) the final grading of the subject site be such as to ensure there are no additional drainage impacts to adjacent properties.

it being pointed out that at the public participation meeting associated with this matter, the following individuals made an oral submission in connection therewith:

- W. Pol, IBI Group – representing the applicant, providing the attached presentation, and requesting approval of the application; noting they have re-worked the site to make it more efficient, and pedestrian friendly, that the parking lot has been lowered so it will not be visible from Fanshawe Road West, that the existing fourteen foot hedge will be retained or replaced if necessary along the westerly property line, the existing wooden privacy fence will be replaced by a 2 metre masonry wall, that privacy windows will be installed along the western wall of the development, heating and air conditioning units will be to the north and garbage bins to the east, that parking at the front of the building will create a safer environment and would eliminate problems relating to noise and light that may arise if parking was at the rear of the building; further noting that the Traffic Impact Study has been accepted, that there would be no increase in traffic on Derwent Road, that they would prepare a shadowing study, if requested, to demonstrate there is no adverse impact, and that they are working with the largest adjacent neighbours, the McGarrell Place Long Term Care Residents' Council, to address their concerns by placing the building to the rear of the subject site so that they are not impacted by parking, and that the development will generate \$200,000 in taxes and \$500,000 in development charges.
- Dr. A. Belda – representing the applicant and requesting approval of the application; noting the facility will provide needed medical services to the community and indicating that while they could have built the facility a year ago, they are working towards developing a facility that the entire community will be proud of.



- B. Davis, President Old Masonville Ratepayers Association – representing the residents of Derwent Road and indicating their position has not changed since 2009 when they previously expressed their concern that this development will exacerbate the existing significant traffic problems on Derwent Road and Fanshawe Park Road West, and requesting that the application be refused until these traffic concerns are addressed and resolved.
- D. Grace, 24-475 McGarrell Drive – representing a number of residents along McGarrell Drive and noting that while they are not opposed to development, they have concerns that the building will be located adjacent to their decks and windows and that their privacy will be impacted, that there will be less sunlight, that there has not been enough consultation with the residents.
- L. Mellows, representing the McGarrell Place Long Term Care Residents' Council – noting that the Residents' Council has met with the applicant at which time they expressed their desire to see the building located to the rear of the property so that they do not have to look into the parking lot from their windows or be impacted by security lighting and noise; further noting locating the building to the rear of the site would provide a better buffer from the development.
- S. Kennedy, 23-475 McGarrell Drive – expressing concern that the development will devalue their properties and adversely impact their privacy; noting that they would prefer a one-storey building, and that traffic concerns could be alleviated by dead-ending Derwent Road or by establishing rights in and rights out only.
- Mr. Howell, 22-475 McGarrell Drive – expressing opposition to the proposed location of the building; noting that it should be located further east, and encouraging Derwent residents to pursue a solution to their traffic concerns.
- S. Loomer, Derwent Road – expressing concern with respect to traffic on Derwent Road;

On May 30, 2011 Municipal Council resolved:

18. That, notwithstanding the recommendation of the Director, Land Use Planning and City Planner, based on the application of Murphy and Murphy Architect Inc. relating to the property located at 211, 215, 219, 227 Fanshawe Park Road West, the attached proposed by-law **BE INTRODUCED** at the Municipal Council meeting to be held on May 30, 2011 to change the subject lands **FROM** a Holding Restricted Office Special Provision (h-55*h-103*RO2 (21)) Zone which permits clinics, medical/dental offices, medical/dental laboratories and offices with a minimum lot area of 0.7ha, a minimum front yard setback of 2.0m, a maximum front yard setback of 3.0m and a maximum height of 9.0m **TO** a Holding Restricted Office Special Provision (h-5*h-55*RO2 ()) Zone which permits clinics, medical/dental offices, medical/dental laboratories and offices with a minimum lot area of 0.7ha, a maximum height of 9.0m, a minimum rear yard setback of 3.2m, a minimum west interior side yard setback of 5.1m, a minimum east interior side yard setback of 2.1m, a minimum front yard setback to a parking area of 1.0m, a minimum landscaped open space of 23% and 131 parking spaces based on a gross leasable floor area of 1, 866.2m²;

it being pointed out that at the public participation meeting associated with this matter, the following individuals made an oral submission in connection therewith:

- D. Grace, 24-475 McGarrell Drive – advising that he lives directly behind the subject property; indicating that he is not against what is being proposed; advising that he contacted the Canadian Nuclear Safety Commission (CNSA) and the property owner would need to apply for a licence from the CNSA for instrumentation and the machines to be used; indicating that he was unable to get information from the doctor on what isotopes are being used, how they are being stored and contained; and advising that a breach of containment could seep into the neighbouring properties;
- A. C. Sells, 22-475 McGarrell Drive – advising that every condominium unit has a transom window and that there are no blinds on the transom window; enquiring about after-hours security at the gate; requesting that if the building is started this year, that the weeds be cut so that they don't grow onto the neighbouring lawns and advising that the project has been ongoing for two years and, with assistance, a compromise has been reached; and,



- W. Pol, IBI Associates, representing the applicant – advising that one of the doctors may use radioactive material but that it will be taken off-site following the Canadian Nuclear Safety Commission regulations; and indicating that all licensing regulations will be fulfilled. (2011-D11-05) (18/13/BNEC)

Neighbourhood Meeting for Site Plan and Traffic Issues December 8, 2011

On December 8, 2011 a neighbourhood meeting was held by the developer at the Masonville Library to review the site plan and the traffic issues. Transportation staff, Site Plan staff and Matt Brown the Ward Councillor were all in attendance. Concerns raised by the neighbours included the perceived potential increase in traffic on Derwent, and, the speed and volume of cars on Fanshawe Park Road West, the location of an outdoor staff patio with the associated potential for smoking near the condominium development to the west, and the request for the inclusion of frosted glass on the windows on the west elevations to prevent views to the adjacent condominium development. Neighbours were also concerned about the man doors on the west side and requested a parking gate to restrict after hours access to the site.

The revised Site Plan no longer shows an outdoor staff patio, this area is now identified for bicycle parking, on the west side of the building, adjacent to the condominium development. The owners have indicated the entire site will be a smoke free area. The elevations identify Frosted or Wet Film Glass to prevent views from the building into neighbour's yards. The developer noted that the doctors also want frosted windows for privacy for the patients in the medical clinic and offices. The man doors on the west side are fire exits required by the Ontario Building Code. The owners do not intend to install a parking gate to restrict after hours access as they do not see a need for it, and, there is no requirement in the site plan by-law for them to do so.

The plans presented implemented the five items to be considered at the site plan approval stage.

Councillor Matt Brown and Transportation Division will continue to review the traffic issues in the neighbourhood separately from the Site Plan process for this development, noting that the additional traffic generated by this development will not significantly impact the neighbours or the overall traffic volumes.

On February 23, 2012 representatives from the Transportation Division and Development Approvals and the Ward Councillor met with residents of Derwent Road and the president of the Old Masonville Ratepayers Association. As a result of this meeting it was agreed there were several items including several types of signage and speed bumps on Derwent would be implemented by Transportation in the near future. The items will be reviewed in the fall to determine whether additional steps need to be taken on Derwent, by the Transportation Division.

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Date Application Accepted: January 9, 2012	Agent: Grand River Contracting Inc.
REQUESTED ACTION: Application for site plan approval for a two storey building with a basement at 215 Fanshawe Park Road West	

SITE CHARACTERISTICS:
<ul style="list-style-type: none"> • Current Land Use – Vacant (Previously 4 single detached dwellings) • Frontage – 131.4 metres • Depth – 74 metres • Area – 7118 square metres • Shape – irregular

SURROUNDING LAND USES:
<ul style="list-style-type: none"> • North – long term care facility • South – single family residential • East – long term care facility • West – cluster single detached

OFFICIAL PLAN DESIGNATION:
<ul style="list-style-type: none"> • Multi-Family, Medium Density Residential
EXISTING ZONING
<ul style="list-style-type: none"> • h-5. h-55. RO2(24)

SIGNIFICANT DEPARTMENT/AGENCY COMMENTS

The Planning Division's City Planning & Research, Community Planning & Urban Design, Parks Planning & Design, and Urban Forestry Sections have reviewed the above noted site plan application and advise we have the following comments:

- Ensure that the pedestrian pathway from the City sidewalk to the main entrance of the building is constructed continuously of concrete to identify pedestrian priority through the parking area.
- Urban Forestry requests that, due its large size, an attempt be made to retain tree #44.
- Parkland dedication has not been collected for the subject lands. Consistent with the regulations of the Ontario Planning Act, the applicant shall provide cash-in-lieu of parkland equal to 2% of the value of the property assessed on the day before the day of issuance of a building permit for the site. An appraisal undertaken by an Accredited Appraiser (AACI) is to be submitted to DABU for review and the value of payment is to be included as a condition of site plan approval.

The current revised elevations submitted with the complete application for Site Plan Approval were subsequently accepted for Urban Design by the Community Planning and Urban Design Section on February 6, 2012.

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Transportation has reviewed the proposed site plan for 215 Fanshawe Park Rd and has the following comments:

- Access to align opposite Derwent Rd
- Radius for the access should be a minimum of 7.5 m
- All existing accesses to be closed and the boulevard (grass, curb, side walk) restored to the satisfaction of the City Engineer
- Review the location of the street light just west of the access. Please ensure the separation between the access and the pole is not less than 1.5 m.
- Increase the width of the access to 9 m if possible to permit 1 inbound lane and 2 outbound lanes (through/right turn, left).

The current revised plans show all the required revisions requested by Transportation Division.

PUBLIC LIAISON:	The initial notice of application was sent out on January 10, 2012. On March 9, 2012 notice of public meeting was sent to area property owners and on March 10, 2012 notice was placed in the London Free Press	6 responses received to date
Nature of Liaison: Application for Site Plan Approval to construct a two storey commercial building for medical/dental offices, laboratories and clinics.		
Responses: 6		

ANALYSIS

Describe the Site Plan

The proposed site provides access near the center of the property aligned with Derwent Road. The building has been placed in the most northerly portion of the site. There is parking between the building and Fanshawe Park Road West and also on the west and east sides of the site.

A dedicated concrete walkway connection has been provided from the sidewalk on Fanshawe Park Road West directly to the main entrance of the building.

A new, matching 2.4 meter high brick and stone wall will be constructed on private property just inside the west property line. The existing 1.8 meter high wood fence will remain along the north and east property lines.

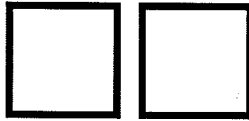
Does the proposal meet the zoning?

The proposed site plan complies with zoning.

How does the project implement the Council direction and holding provisions?

The April 4, 2011 Council Resolution requested Site plan staff to consider the following:

- (i) *the lowering of grade elevations by more than 1 metre, and if technically feasible, by 1.5 metres or more for the placement of the building;*
- (ii) *the retention of the existing hedge, with the provision that should this hedge be damaged during construction, that it be replaced with a hedge of a similar height;*
- (iii) *the replacement of frosted or glass block windows along the west building face;*
- (iv) *the placement of a masonry wall along the westerly property line at a height of 2.4 metres; and*
- (v) *the final grading of the subject site be such as to ensure there are no additional drainage impacts to adjacent properties.*



The plans and elevations incorporate all the recommendations described in the April 4, 2011 Council Resolution.

Holding Provisions

h-5 Purpose: To 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. *Permitted Interim Uses: Existing uses (Z.-1-94236)*

h-55 Purpose: To ensure the appropriate development of the site and limit the impact of the development on the existing roadways, a traffic impact study for the entire site is to be completed prior to site plan approval to determine the location and number of access points, the traffic impact on surrounding roads and roadway improvements required to accommodate this development. The "h-55" symbol shall be deleted upon the acceptance of the traffic study by the City of London. (Z.-1-041295)

Transportation has reviewed and accepted the traffic study and will support the removal of the h-55 holding provision. Traffic counts for this section of Fanshawe are approximately 32,000 vehicles per day. The numbers of trip generated by the subject property would not have a significant impact on the existing Fanshawe Park Road West traffic.

The h-5 holding provision will not be removed until the developer enters into the development agreement.

Are the plans compatible with adjacent properties?

The proposed two story building will have a limited impact on abutting land owners and has been placed to meet the setbacks in the zoning by-law as agreed by the adjacent property owners. A 2.4 meter high brick wall will be constructed just inside the west property line. This will provide a good buffer for the abutting residential lands and will be the same appearance as the noise wall for the abutting condominium. The site will be suitably landscaped to meet the City's minimum standards. The site will be graded to generally direct surface run off to the proposed storm system on the property.

Comments from Neighbors

The neighbors' calls and emails are primarily regarding the traffic, fencing and privacy walls, glazing of windows on the west side, security of the site, the outdoor staff area and smokers, and, concern regarding the storage and handling of radioactive isotopes onsite.

A new, matching 2.4 meter high brick and stone wall will be constructed on private property just inside the west property line. The existing 1.8 meter high wood fence will remain along the north and east property lines. The applicant has agreed to leave the existing wood fence on the west property line up until just before or just after the new, matching 2.4 meter high brick and stone is constructed on private property just inside the west property line of the office building. This will minimize the time that the west property line may be left un-secured.

The elevations identify Frosted or Wet Film Glass to prevent views from the building into neighbour's yards. The developer noted that the doctors also want frosted windows for privacy for the patients in the medical clinic and offices.

The site will have a 2.4m wall along the west property line adjacent to the condo development and existing wood privacy fencing around the north and east property lines. The site will be open with no fencing proposed along Fanshawe Park Road West. There are no requirements for the site to be secured or fenced beyond the fencing requirements for the interior property lines.

The revised Site Plan no longer shows an outdoor staff patio, this area is now identified for bicycle parking, on the west side of the building, adjacent to the condominium development to

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eliminate the potential for gathering and smoking near the condo development to the west. The owners have indicated the entire site will be a smoke free area.

The proposed plans and elevations implement the abutting property owners concerns described at the neighbourhood meeting including the five items identified at the rezoning stage.

The use and storage of radioactive isotopes in the proposed building for medical purposes is regulated by external agencies.

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, the plans and elevations could be recommended for approval to the Approval Authority along with a standard Development Agreement subject to the approval of the detailed servicing plan.

PREPARED BY:	SUBMITTED BY:
	
LINDA MCDOUGALL LANDSCAPE PLANNER DEVELOPMENT PLANNING	B. HENRY MANAGER, DEVELOPMENT PLANNING
RECOMMENDED BY:	
	
D. N. STANLAKE DIRECTOR, DEVELOPMENT PLANNING	

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

BETWEEN:

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

- and -

1749261 ONTARIO 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 a two storey commercial building located at what is known municipally as 215 Fanshawe Park Road West;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the City to the Owner (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall endure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

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

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

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

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

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

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

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

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

"Professional Engineer" shall mean a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public and who is retained by the Owner to provide professional engineering services in connection with the Development.

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

2. Incontestability: The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. Work According to Plans: The Owner shall develop the Land in accordance with the approved site plan, 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 b 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 eh 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 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. Fire Routes: The Owner shall construct and maintain fire routes for access for fire fighting and fire fighting vehicles in conformity with the approved site plan attached hereto as **Schedule "B"** and the Owner shall install and maintain fire route signs in accordance with the City's Traffic and Parking By-law No.P.S.-111-11093 as amended thereto along such designated fire routes in accordance with the locations as shown on the approved site plan, all to the satisfaction of the Fire Chief and CBO and at no cost to the City.

15. 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.

16. 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.

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

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

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

20. 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.

21. 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., the Owner shall deposit with Development Finance security satisfactory to Development Finance in the amount of \$TBD (HAVE OWNERS ENG. PROVIDE ESTIMATE). In addition, the Owner shall, prior to signing this Agreement, deposit with the City Treasurer a "CASH" security in the amount of TBD (HAVE OWNERS ENG. PROVIDE ESTIMATE). to ensure completion of external works.

22. 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.

23. 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.

24. 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 26 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 26.

25. 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.

26. 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: **1749261 ONTARIO INC.** London, Ontario _____ 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.

27. 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.

28. 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.

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

30. 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.

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

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

33. Payment of Registration Costs: Prior to construction, the Owner shall register this Agreement upon the title of the Land, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the City in any way arising out of this Agreement, including the preparation or review thereof and of other deeds, conveyances, registrations and agreements.

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

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

D. N. Stanlake, Director of Development Planning

George Kotsifas, Director of Building Controls

We have the authority to bind the Corporation.

1749261 ONTARIO 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 2

Drawing Title: **Site Plan**
Drawing Author: Barry Brian Associates Limited
Drawing Number: A101
Date of Drawing: January 4, 2012
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by:
City File Number: SP12-000700

Schedule "B" Page 2 of 2

Drawing Title: **Fire Route Sign Detail**
Drawing Author: City of London
Drawing Number: Figure 6.2
Date of Drawing: July 19, 2010
Municipal Address: 215 Fanshawe Park Road West
City File Number: SP12-000700

Schedule "C" Page 1 of 4

Drawing Title: **Site Servicing Plan**
Drawing Author: Stevenson Engineering Limited
Drawing Number: SS3
Date of Drawing: January 3, 2012
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: R. C. Stevenson P. Eng
City File Number: SP12-000700

Schedule "C" Page 2 of 4

Drawing Title: **Lot Grading Plan and Storm Water Management**
Drawing Author: Stevenson Engineering Limited
Drawing Number: SS4
Date of Drawing: January 3, 2012
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: R. C. Stevenson P. Eng
City File Number: SP12-000700

Schedule "C" Page 3 of 4

Drawing Title: **Site Engineering Details**
Drawing Author: Stevenson Engineering Limited
Drawing Number: SS1
Date of Drawing: January 3, 2012
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: R. C. Stevenson P. Eng
City File Number: SP12-000700

Schedule "C" Page 4 of 4

Drawing Title: **Demolition Plan**
Drawing Author: Stevenson Engineering Limited
Drawing Number: SS2
Date of Drawing: January 3, 2012
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: R. C. Stevenson P. Eng
City File Number: SP12-000700

Schedule "D" Page 1 of 1

Drawing Title: **Building Elevations**
Drawing Author: Barry – Bryan and Associates
Drawing Number: A301
Date of Drawing: November 11, 2011
Drawing Latest Revision Date: January 3, 2012
Municipal Address: 215 Fanshawe Park Road West
City File Number: SP12-000700

Schedule "E" Page 1 of 2

Drawing Title: **Landscape Plan**
Drawing Author: Arthur Lierman Landscape Architecture
Drawing Number: L.2
Date of Drawing: December 21, 2011
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: Arthur Lierman OALA
City File Number: SP12-000700

Schedule "E" Page 2 of 2

Drawing Title: **Tree Inventory and Preservation Plan**
Drawing Author: Arthur Lierman Landscape Architecture
Drawing Number: L.1
Date of Drawing: December 21, 2011
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address: 215 Fanshawe Park Road West
Drawing Sealed by: Arthur Lierman OALA
City File Number: SP12-000700

Schedule "F"

Schedule "G"

SCHEDULE "F"

This is Schedule "F" to the Development 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 Development 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.

(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.