

File Numbers: 39T-14505 &
39T-14503

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: SIFTON PROPERTIES LIMITED RIVER BEND SOUTH SUBDIVISION (PHASE 1) - 39T-14505 and RIVER BEND TRIP C FACILITIES SWM LAND (FACILITIES F AND G) MEETING ON NOVEMBER 28, 2016

RECOMMENDATION

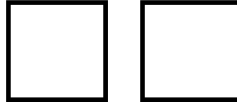
That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited for the subdivision of land over Part Lots 49 to 51, Concession B, (Geographic Township of Westminster), City of London, County of Middlesex, situated South East corner of Oxford Street West and Westdel Bourne, municipally known as 1826 and 1854 Oxford Street West.

- (a) the Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the River Bend South Subdivision (39T-14505) Phase 1, attached as Schedule "A", **BE APPROVED**;
- (b) the Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the River Bend Trib C Facilities (SWM F and G) lands acquisition agreement, (39T-14505 and 39T-14503), attached as Schedule "B", **BE APPROVED**;
- (c) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues for 39T-14505 and for 39T-14503 are attached as Schedule "C";
- (d) the financing for eligible works associated with 39T-14503 **BE APPROVED** as set out in the Source of Financing Report attached as Schedule "D";
- (e) the financing for Trib C Facilities land acquisition **BE APPROVED** as set out in the Source of Financing Report attached as Schedule "E"; and
- (f) the Mayor and the City Clerk **BE AUTHORIZED** to execute these Agreements, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

This request for draft plan of subdivision approval was accepted on September 23, 2014. The public meeting for the draft plan was held on March 23, 2015 and the City of London Approval Authority issued a decision for draft plan approval on May 6, 2015.

The Riverbend South Phase 1 special provisions attached as Schedule "A" provide for registration of the full limits of draft plan of subdivision 39T-14505. Riverbend South Phase 1 is serviced by the Tributary C Storm Drainage and Stormwater Management (SWM) system. These works are scheduled for construction by the City in 2016.



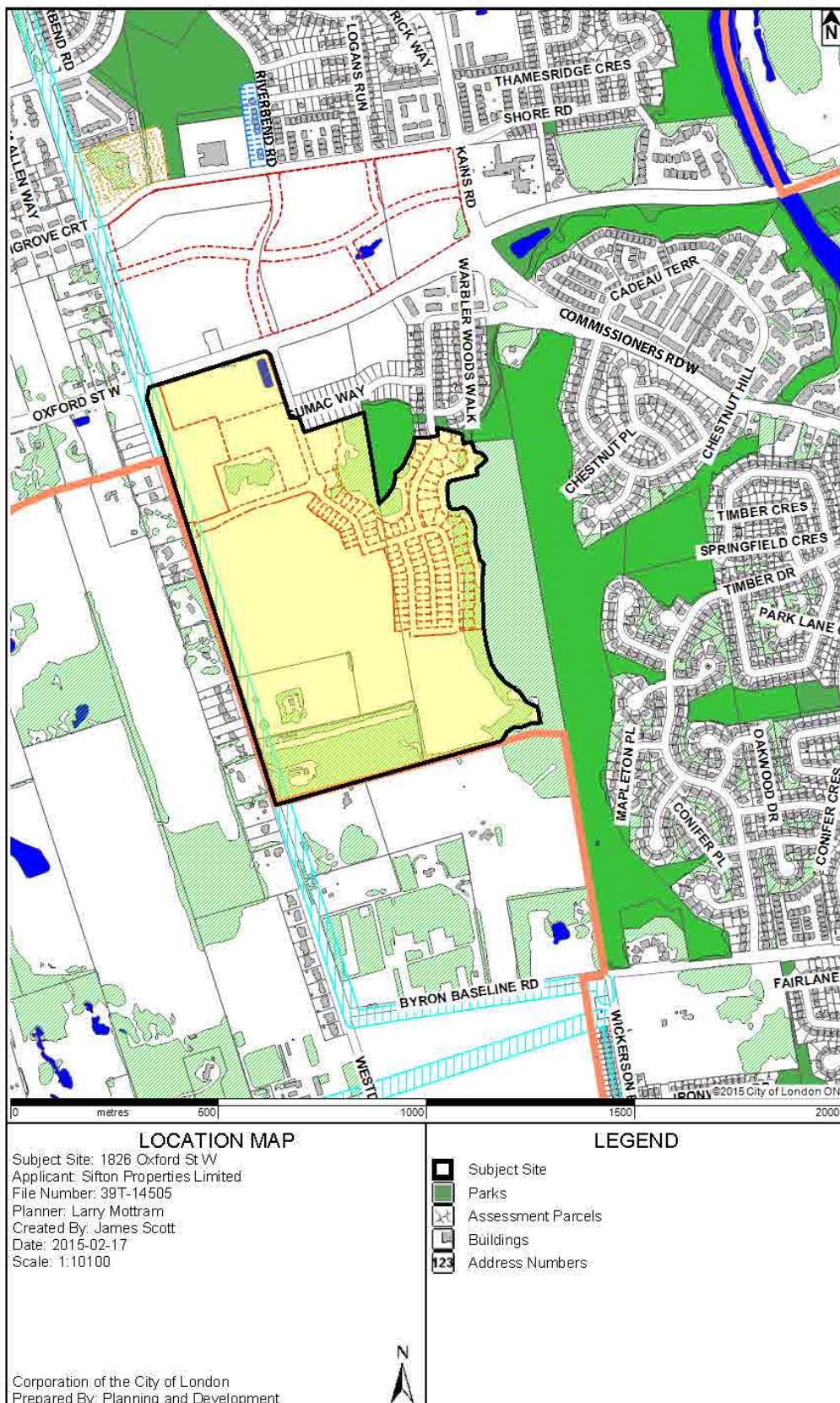
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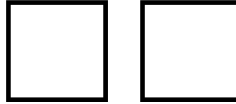
Two components of the Tributary C SWM System are located within Sifton owned Draft Plans:

- SWM Facility F within 39T-14505 Riverbend South Phase 1; and
- SWM Facility G within 39T-14503 West Five.

The special provisions attached as Schedule “B” provide for the dedication of these SWM lands within 39T-14505 and 39T-14503 and future SWM land claims by the Owner in accordance with the Development Charges By-law.

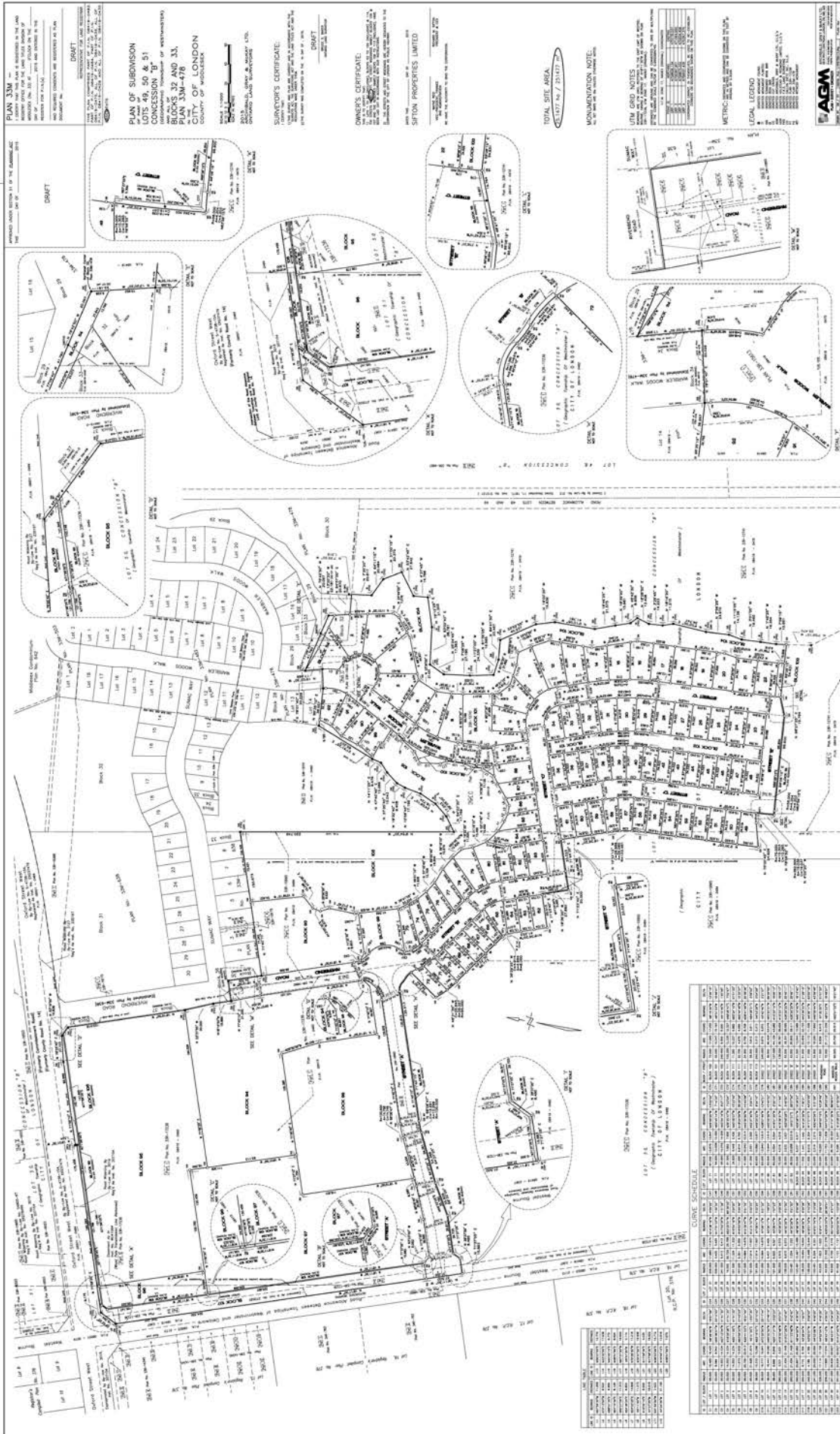
Location Map: Riverbend South Phase 1 – 39T-14505

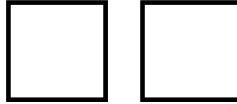




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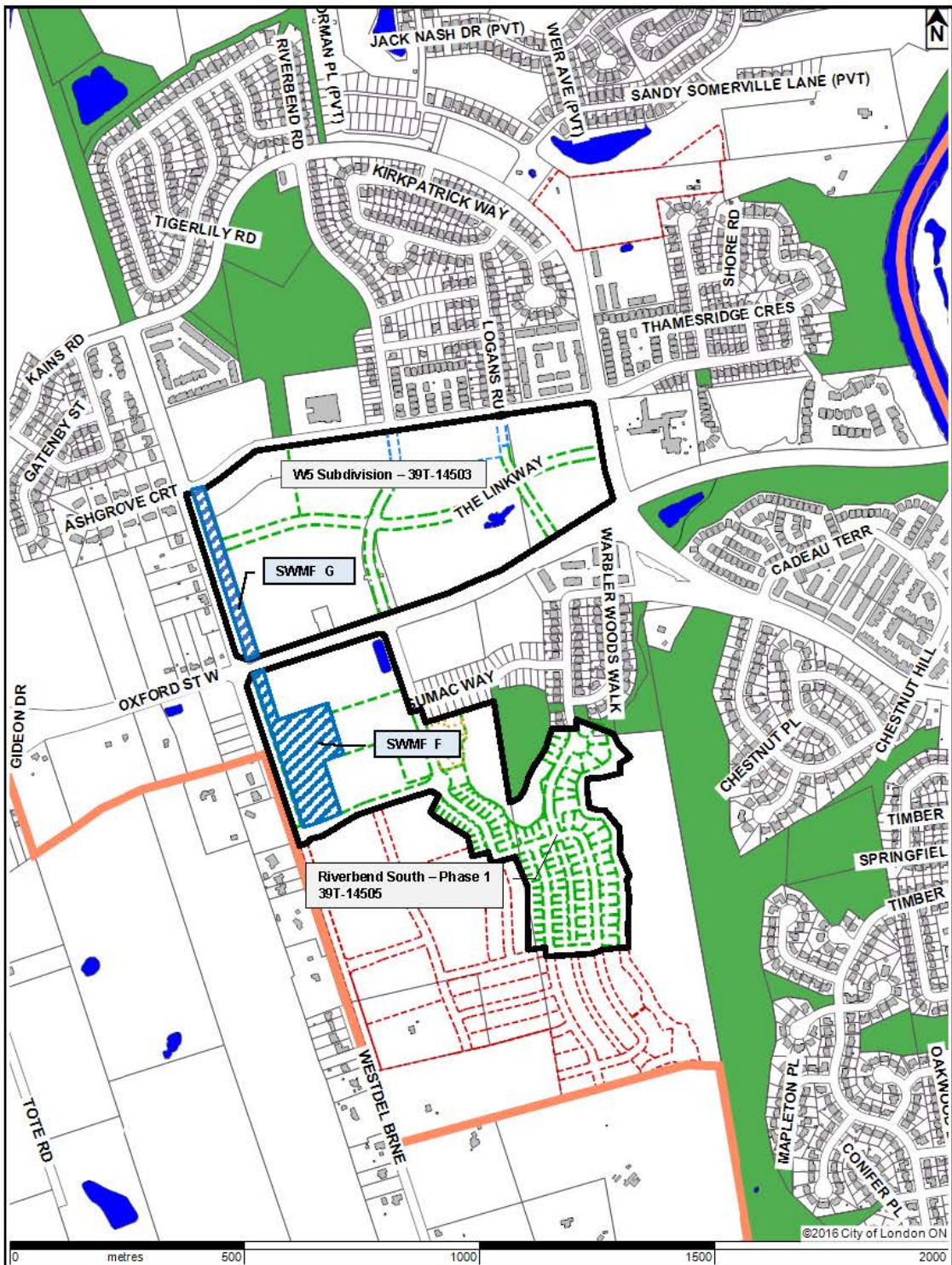
Riverbend South Phase 1 – 39T-14505









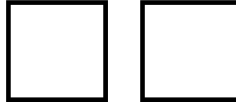


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Stormwater Management Lands



LOCATION MAP	LEGEND
Subject Site: Trip C - SWM Lands File Number: RIVERBEND SOUTH Created By: Frank Gerrits Date: 2016-11-17 Scale: 1:10100	<ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
	
Corporation of the City of London Prepared By: Planning and Development	



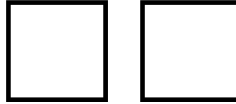
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Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

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

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

AM/fg
Attach.
November 18, 2016



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Schedule "A"
SPECIAL PROVISIONS

5. STANDARD OF WORK

Remove Subsection 5.7 as there is no rear yard catch basins.

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 to 16.9 as there is no school site within this Plan.

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (h) and **replace** with the following:

- (h) Prior to the issuance of a 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 walkway (Block103) in in accordance with City Standard No. SR-7.0.

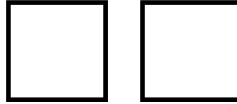
Add the follow new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to construct adequate municipal services (eg. sanitary), grading, drainage and accesses over the external lands to the north (within Plan 39T-14503) to develop this Plan, to the satisfaction of the City Engineer, at no cost to the City.
- # Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) Removal of temporary access road over watermain and the temporary watermain external to this Plan, an amount of \$10,000;
 - (ii) Decommissioning of sediment basin external to this Plan, an amount of \$5,000; and
 - (iii) Removal of temporary access road and sanitary sewer external to this Plan, an amount of \$21,280.
- # Within one (1) year of registration of this Plan, the Owner shall install walkway lighting along the trail in Block 102 of this Plan, all to the satisfaction of the City Engineer and at no cost to the City.

25.2 CLAIMS

Remove Subsection 25.2 (b) and **replace** with the following:

- (b) If the Owner alleges an entitlement to any reimbursement or payment from a development charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said development charge Fund.



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The anticipated reimbursements from the Fund are:

- (i) for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$25,142.50, excluding HST;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$9,485.20, excluding HST;
- (iii) for the construction of eligible watermains in conjunction with the Plan, subsidized at an estimated cost of which is \$18,924.00, excluding HST;
- (iv) for the construction of left turn channelization and right turn taper on Westdel Bourne at Street 'A', the estimated cost of which is \$90,450, as per the accepted work plan.
- (v) for the installation of street lights on Westdel Bourne, from Street 'A' to Oxford Street West, the estimated cost of which is \$16,500.00, excluding HST, as per the accepted work plan
- (viii) for the installation of a sidewalk on Oxford Street West along the frontage of this Plan, the estimated cost of which is \$,26,880.00, excluding HST as per the accept work plan;
- (ix) for the construction of pavement widening on Upperpoint Boulevard at Westdel Bourne consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$3,505, excluding HST. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense;
- (x) For engineering costs associated with the work plan, an amount of \$20,573.06, excluding HST;
- (xi) for construction of the recreational pathway system and all associated park features within Blocks 98, 99, 100, 101, 102, 104 & 105, as per approved engineering plans and to the satisfaction of the City Planner.

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.

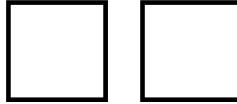
Funds needed to pay the above claims will be committed (on a subdivision by subdivision basis) from approved capital budgets at the time of approval of this Agreement, unless funds in approved capital budgets are insufficient to accommodate commitment to the full extent of the estimated claims. In this case (ie. insufficient capital budget), the excess of the estimated claim over the approved budget shall be submitted for Council approval in the next following budget year.

Claims approvals shall generally not materially exceed approved and committed funding in the capital budget for the estimated claims listed in this Agreement.

Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.

Add the following new Special Provisions:

- # Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting



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engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:

- i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
- ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.

25.5 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational a temporary sediment basin, external to this Plan, south of Street 'A' as per the accepted engineering drawings, at no cost to the City, to the satisfaction of the City.
- # All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed when warranted, all to the satisfaction of the City Engineer and at no cost to the City.
- # Prior to construction, site alteration or installation of services, robust silt fencing/erosion control measures must be installed and certified with site inspection reports submitted to the Environmental and Parks Planning Division monthly during development activity along the edge of the woodlots.

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- # The Owner shall grade the portions of Block 95 of this Plan, which has a common property line with Oxford Street West, to blend with the ultimate profile of Oxford Street West, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.

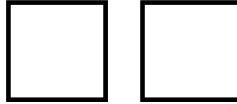
The Owner shall direct its professional engineer to establish and have accepted by the City Engineer the grades to be taken as the ultimate centreline grades of Oxford Street West. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend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

- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located on Block 98, all to the satisfaction of the City and at no cost to the City.

25.7 STORM WATER MANAGEMENT

Remove Subsection 25.7 (a) and **replace** with the following:

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
 - i) The SWM criteria and environmental targets for the Downstream Thames Subwatershed Study and any addendums/amendments;
 - ii) The accepted Municipal Class Environmental Study Report – Schedule 'C' – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk



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Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM, Dec 2013) and any addendums/amendments;

- iii) The approved Functional Design of the Tributary 'C' Storm Drainage and Stormwater Management Servicing Works Downstream Thames River Subwatershed Report (Matrix Solutions Inc. Aug 2015) and any addendums/amendments;
- iv) The City's Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 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 be limited to quantity/quality control, erosion, stream morphology, etc.
- v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
- vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
- vii) The City of London Design Specifications and Requirements Manual, as revised;
- viii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
- ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, for any lots/blocks in this Plan or as otherwise approved by the City Engineer, all storm/drainage and SWM related works to serve this Plan including the Regional Tributary 'C' SWM Facilities, 'G', 'A', 'F' and interim 'A' must be constructed and operational in accordance with the Municipal Class Environmental Study Report – Schedule 'C' – Storm/ Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM Dec. 2013), all to the satisfaction of the City Engineer.
- # The Owner shall dedicate all required land for the SWM Block(s) located on the subject lands in accordance with the Design and Construction of SWM Facilities policies and processes identified in Appendix 'B-1' and 'B-2' SWM Facility "Just in Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Policies Covering Report."
- # The Owner shall ensure that the provided land for the SWM Block(s) located on the subject lands are sized in accordance with the Municipal Class Environmental Study Report – Schedule 'C' – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM, Dec 2013) and the Functional Design of the Tributary 'C' Storm Drainage and Stormwater Management Servicing Works, Downstream Thames River Subwatershed Report (Matrix Solutions Inc. Aug. 2015). The Owner shall also ensure the SWM Block(s) are located outside of any road widening requirements along Westdel Bourne Road and Oxford Street West.
- # Prior to the issuance of any Certificate of Conditional Approval for lots and/or blocks in this Plan or as otherwise approved by the City Engineer, the 50 year storm splitter chamber located on Riverbend Road on the south side of Oxford Street West within the registered plan M-638 and all associated outlet systems to the proposed SWM Facilities shall be constructed by the Owner and be deemed functional and operational all in accordance with the following, all to the satisfaction of the City Engineer:
 - i) the Municipal Class Environmental Study Report – Schedule 'C' – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM, Dec 2013), and



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- ii) the Functional Design of the Tributary 'C' Storm Drainage and Stormwater Management Servicing Works, Downstream Thames River Subwatershed Report (Matrix Solutions Inc. Aug. 2015).
- # The Owner acknowledges that lands tributary to the 50 year splitter chamber located on Riverbend Road within this Plan of subdivision, with the exception of the commercial block, (Block 95) shall be held out of development until such time as the 50 year splitter chamber and associated outlet system is constructed and operational, all to the satisfaction of the City Engineer.
- # The Owner shall have its Professional Engineer verify that any proposed sanitary trunk sewers proposed to traverse the SWM Facility Block(s) will not have any negative impacts on the configuration of the SWM Facilities, all to the satisfaction of the City Engineer and the MOECC.
- # The Owner shall grade and drain the west boundaries of Blocks of 94, 95 and 98 of this Plan, to blend in with the abutting SWM Facilities on Blocks 96 and 97, all to the satisfaction of the City Engineer and in accordance with the accepted engineering drawings, at no cost to the City.
- # Prior to assumption, the Owner shall operate, monitor and maintain all stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
- # The Owner acknowledges that the timing for construction of the Regional Tributary 'C' SWM Facilities 'G', 'A', 'F' and interim 'A', shall be in accordance with the Design and Construction of Stormwater 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 Policies Covering Report.
- # The Owner shall co-ordinate the work associated with this Plan of Subdivision with the City's proposed construction of the SWM Facilities on Blocks in this Plan.
- # The Owner shall amend the engineering drawings to clearly indicate the proposed construction limits and requirements for servicing of the plan of subdivision in relation to the City's capital works construction of the Tributary 'C' SWMF, to the satisfaction of the City.

25.8 SANITARY AND STORM SEWERS

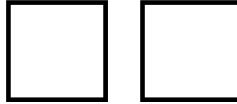
Remove Subsection 25.8 (c) and **replace** with the following:

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Downstream Thames Subwatershed, and outlet them to the four main minor and major storm outlets (catchments) for this Plan of subdivision, namely, the proposed SWM Facility 'F' and 'G' within Tributary 'C' Functional Design Area (to be constructed by the City), the existing MEWS SWM Facility and the existing Warbler Woods SWM Facility via the internal storm sewer servicing for this Plan of subdivision and the existing external 900 mm storm sewer outlet on Riverbend Road in Plan 33M-638 and the 375 mm diameter storm sewer on Warbler Woods Walk in Plan M-482.

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.

Remove Subsection 25.8 (e) as there are no easements required on park/school blocks.

- ~~(e) Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.~~



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Remove Subsection 25.8 (j) as it is not required:

- ~~(j) The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands [redacted] described [redacted], or an alternative sanitary outlet, to the satisfaction of the City Engineer, at no cost to the City, should the said block not be developed in conjunction with or serviced through other lands to the east of this block intended to be jointly developed as a school.~~

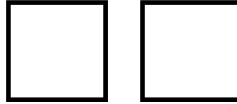
Remove Subsection 25.8 (o) and **replace** with the following:

- (o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Warbler Woods Walk, the 200 mm diameter sanitary sewer on Riverbend Road at Sumac Way and the 300 mm diameter sanitary trunk sewer located on a temporary easement on future Riverbend Road to the north, approximately 210 metres south of Shore Road. Connection to the latter outlet will require the construction of sewers over lands which are external to this Plan. The Owner shall obtain easements over these external lands for the downstream sewer.

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.

Add the following new Special Provisions:

- # The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of Block 95 that the owner of Block 95 shall provide private storm and sanitary services and easements in Block 95 to service Block 94 when Block 95 in this Plan develops. Alternatively, if Block 94 develops ahead of Block 95 the owner of Block 94 will be responsible for obtaining adequately sized easements from the owner of Block 95 for the extension of services, to the satisfaction of the City, and at no cost to the City
- # The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of Block 95, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Block may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.
- # At the time this Plan is registered, the Owner shall register all appropriate easements (eg. on external lands to the north, west and south of this Plan) for all existing and proposed private and municipal storm and sanitary works required in this Plan, to service external lands, all to the satisfaction of the City Engineer, at no cost to the City.
- # The Owner shall include in the Agreements of Purchase and Sale or lease and in the transfer of deed of any Lots/Blocks affected by the proposed works and/or easements in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Lots to observe and comply with the City easements, private easements and private sewer services needed for the servicing of external lands of this Plan. No landscaping, vehicular accesses, parking access, works or other features shall interfere with the above-noted municipal or private maintenance accesses, servicing, grading or drainage that services other lands.
- # In the event the temporary sanitary installed as part of this Plan, external to this Plan in 39T-14503 is not in standard location in relation to proposed "The Linkway", the Owner shall remove the temporary sanitary sewer and relocate it to standard location, at no cost to the City, to the satisfaction of the City Engineer, and the City will quit claim the easements which are no longer required at no cost to the City.



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- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a sanitary sewer and maintenance access road over lands external to this Plan, to the satisfaction of the City Engineer, at no cost to the City.
- # In conjunction with the registration of this Plan, the Owner shall make all necessary arrangements to provide a multi-purpose easement to the City in relation to the sanitary sewer and maintenance access external to this Plan, to the satisfaction of the City, and at no cost to the City.
- # The Owner shall maintain the sanitary sewer temporary maintenance access over lands external to this Plan as required herein until the said sewer is assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.

25.9 WATER SERVICING

Remove Subsection 25.9 (h) and **replace** with the following:

- (g) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 400 mm high level diameter water main on Westdel Bourne, the 250 mm high level diameter watermain on Sumac Way and the 250 mm high level diameter watermain on Warbler Woods Walk, to the specifications of the City Engineer.

The Owner shall provide looping of the water main system, as required by and to the satisfaction of the City Engineer.

Add the following new Special Provisions:

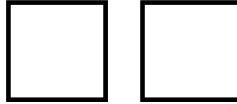
- # Prior to the issuance of any Certificate of Conditional Approval, the Wickerson Pumping Station upgrades must be constructed and operational.
- # With respect to the proposed blocks, the Owner shall include in all agreements of purchase and sale, and/or lease of Blocks in this Plan, a warning clause advising the purchaser/transferee that should these develop as a Vacant Land Condominium or in a form that may create a regulated drinking water system under O.Reg. 170/03, the Owner shall be responsible for meeting the requirements of the legislation.

If deemed a regulated system, there is potential the City of London could be ordered to operate this system in the future. As such, the system would be required to be constructed to City standards and requirements.

- # If the Owner requests the City to assume this subdivision prior to the permanent watermain being constructed and operational, the Owner shall pay to the City, at the time of the assumption of this subdivision by the City, the amount estimated by the City's Environmental and Engineering Services Department at the time, the cost of constructing a new watermain in an acceptable location and the cost of decommissioning the temporary water connection and associated works and completing any associated restoration works, all to the specifications of the City Engineer.
- # The following warning clause shall be included in all Agreements of Purchase and Sale or Lease of all Lots and Blocks in this Plan:

"The water system, servicing all to the Lots and Blocks within this Plan, has been designed so as to provide service from a high level water supply system, which is backed up from the low level water supply system. From time to time properties in this area may experience lower water pressure when water supply from the high level system is not available, and servicing is provided from the low level water supply system."

- # The Owner shall include in all Purchase and Sale Agreements the requirement that the buildings to be designed and constructed on all Lots in this Plan, are to have check valves installed and included in the building permit application for the Lot.



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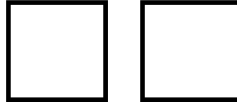
- # The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Blocks 93, 94 and 95 in this Plan, are to have pressure reducing valves installed and included in the building permit application for the Lots.
- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a temporary watermain, temporary maintenance access road, grading and drainage over lands external to this Plan to Westdel Bourne, to the satisfaction of the City Engineer, at no cost to the City.
- # In conjunction with registration of this Plan, the Owner shall make all necessary arrangements to provide a multi-purpose easement to the City in relation to the temporary watermain and maintenance access outside this Plan from the west limit to Westdel Bourne, to the satisfaction of the City Engineer and at no cost to the City.
- # The Owner shall maintain the temporary watermain and temporary maintenance access over lands external to this Plan as required herein until the said watermain is assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.

25.11 ROADWORKS

Remove Subsection 25.11 (b) and **replace** with the following:

- (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 Riverbend Road in this Plan joins with Riverbend Road in Plan 33M-638, including all underground and related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Warbler Woods Walk in this Plan joins with Warbler Woods Walk in Plan 33M-478, including all underground services and related works as per the accepted engineering drawings;
 - (iii) a fully serviced road connection where Street 'A' (Upperpoint Boulevard) in this Plan joins with Westdel Bourne, including all underground services and related works as per the accepted engineering drawings;
 - (iv) the construction of a sanitary sewer crossing Oxford Street West and all related works, including easements and access road, as per the accepted engineering drawings;
 - (v) the construction of a watermain external to this Plan and all related works, including easements and access road, as per the accepted engineering drawings;
 - (vi) construct left turn lane and right turn taper on Westdel Bourne at Street 'A' (Upperpoint Boulevard);
 - (vii) a concrete sidewalk along Oxford Street West, across the frontage of this Plan to Westdel Bourne, as shown on the accepted engineering drawings;
 - (viii) street lights on Westdel Bourne from Street 'A' to Oxford Street West as shown on the accepted engineering drawings and as per the approved work plan, at no cost to the City;

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 Riverbend Road, Warbler Woods Walk, Oxford Street West and Westdel Bourne in accordance with current City policies. Upon completion of these works, a



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Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

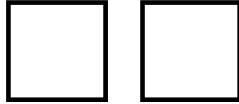
Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

Remove Subsection 25.11 (q)(iv) and **replace** with the following:

- (q) Where traffic calming measures are required within this Plan:
- (iv) The Owner shall register against the title of all Lots and Blocks on Street 'A' (Upperpoint Boulevard), Street, 'B' (Riverbend Road), Street 'C' (Upper West Avenue), Warbler Woods Walk and Street 'E' (Boardwalk Way) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, raised intersections, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.

Add the following new Special Provisions:

- 25.11(i) iii) The Owner shall install street lighting on all streets and walkways in this Plan and on adjacent streets where needed which match the style of street light poles and luminaires already existing or approved along the developed portion of the streets adjacent to this Plan, all to the satisfaction of the City Engineer and at no cost to the City.
- # The Owner shall taper Riverbend Road at the northerly limits of the subdivision from 21.5 metres to 20.0 metres over a distance of 30 metres measures from the back of Lot 1 property line in Plan 33M-638 in accordance with the accepted engineering drawings.
- # The Owner shall construct Riverbend Road and Street 'A' (Upperpoint Boulevard) to secondary collector road standards on a right-of-way width of 20.0 metres as identified in the Riverbend South Secondary Plan and in accordance with the accepted engineering drawings.
- # The Owner shall construct enhanced boulevards on Street 'A (Upperpoint Boulevard)' at the intersection of Westdel Bourne, to the satisfaction of the City.
- # Prior to the issuance of a Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall construct a raised intersection on Street 'A' (Upperpoint Boulevard) opposite Block 98 (at the future street, external to this Plan) and on Street 'C' at Warbler Woods Walk, to the satisfaction of the City Engineer, at no cost to the City.



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- # Prior to the issuance of a Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall construct a raised pedestrian cross-walk on Street 'E' (Boardwalk Way), opposite Park Block 102 and on Warbler Woods Walk, opposite Park Block 100, to the satisfaction of the City Engineer, at no cost to the City.
- # Prior to the issuance of any Certificate of Conditional Approval, or as otherwise directed by the City Engineer, the Owner shall construct a roundabout, including splitter islands, at the intersection of Riverbend Road and Street 'A'/B' (Upperpoint Boulevard/Riverbend Road), to the satisfaction of the City Engineer, at no cost to the City.
- # The Owner shall remove the temporary turning circle on Warbler Woods Walk and adjacent lands, in Plan 33M-478 to the east of this Plan, and complete the construction of Warbler Woods Walk 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 of Plan 33M-478 for the removal of the temporary turning circle and the construction of this section of Warbler Woods Walk and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Warbler Woods Walk in Plan 33M-478 is constructed as a fully serviced road by the Owner of Plan 33M-478, then the Owner shall be relieved of this obligation.
- # Barricades are to be relocated/maintained at the south limit of Warbler Woods Walk in Plan 33M-478 until directed by the City. Until directed by the City, the Owner shall remove the barricade, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.
- # Barricades are to be maintained at all locations within this Plan until assumption or lands to the south develop or as otherwise directed by the City. At the time of development of lands to the south develop or as otherwise directed by the City, the Owner shall remove the barricades, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricades until the removal of the barricades is authorized by the City.
- # 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 Oxford Street West via Riverbend Road.
- # Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on streets in this Plan adjacent to traffic calming measures, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- # The Owner shall be required to make minor boulevard improvements on Westdel Bourne and Oxford Street West 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.
- # The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.
- # The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) is constructing the Stormwater Management Facilities. The Owner shall co-operate with the City, as necessary, to complete the project, including providing access to their lands and easements as necessary.



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25.12 PARKS

Add the following new Special Provisions:

- d) The Owner shall prepare and deliver to all homeowners an education package which explains the stewardship of natural areas, the value of existing tree cover and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of Manager of Environmental and Parks Planning.
- e) Within one (1) year of registration of this Plan, the Owner shall construct a 1.5m high ornamental iron fence along the north and south property line of Block 99 (Urban Park) as per approved engineering plans.
- f) Within one (1) year of registration of this Plan, the Owner shall construct a concrete walkway in Block 103 as per approved engineering, at no cost to the City and to the satisfaction of the City.
- g) Within one (1) year of registration of this Plan, the Owner shall implement recommendations of the tree preservation plan (June 2015) and as per approved engineering plans.
- h) Within one (1) year of registration of this Plan, the Owner shall remove all hazard trees within the woodlot (Block 98, 105) as identified in the approved tree preservation plan (June 2015), at no cost to the City and to the satisfaction of the City. Tree hazard removals to be coordinated with the City of London Forestry Division.
- i) Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to habitat relocation area and/or natural heritage area, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these Lots. The educational package shall be prepared to the satisfaction of the City Planner.
- j) Prior to any site alterations, the Owner shall implement the requirements of sediment erosion, sediment control measures and tree preservation fence as per approved engineering plans, to the satisfaction of the City.
- k) The Owner shall implement recommendations of the approved EIS (February 2015), to the satisfaction of the City Planner.
- l) Within one (1) year of registration of this Plan, the Owner shall implement pedestrian and wildlife road crossing details as illustrated on approved engineering plans, at no cost to the City and to the satisfaction of the City Planner.
- m) Within one (1) year of registration of this Plan, the Owner shall install the maintenance access road/recreational pathway within Block 107 (adjacent to SWMF Block 97), as per approved engineering plans, at no cost to the City and to the satisfaction of the City.
- n) Within one (1) year of registration of this Plan, the Owner shall grade, service and restore the woodland buffer (Block 98 and Block 105) and the ESA buffer (Block 104), as per approved engineering plans, at no cost to the City and all to the satisfaction of the City Planner.
- o) Within one (1) year of registration of this Plan, the Owner shall construct the recreational pathway system and all associated park features within Blocks 98, 99, 100, 101, 102, 104 & 105, as per approved engineering plans and to the satisfaction of the City Planner. Construction of the recreational pathway system and associated park features will be submitted as a capital claim. Coordination of this work will require City approval of a work program (as per DC Bylaw) in advance of any works being completed by the Owner. Any works completed by the Owner prior to receiving approval of a work program is at the owner risk.



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SCHEDULE "C"

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

SPECIAL WORKS AND SERVICES

Roadways

- Riverbend Road, Street 'A', Street 'B' and Warbler Woods Walk shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Street 'C', Street 'D' and Street 'E' shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres
- Warbler Bulb shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a road allowance as identified on the accepted engineering drawings.
- Street 'A', from Westdel Bourne to 45 metres east of Westdel Bourne shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 25.5 metres and include an enhanced boulevard. The widened road on Street 'A' shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Riverbend Road and Street 'A'.

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

- (i) Street 'B' – east boulevard
- (ii) Street 'C' – outside boulevard
- (iii) Street 'D' – west boulevard
- (iv) Street 'E' – north boulevard
- (v) Warbler Woods Walk – west boulevard
- (vi) Oxford Street West – along frontage of plan to Westdel Bourne

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkways shall be constructed on Block 103 of this Plan.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Sifton Properties 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.

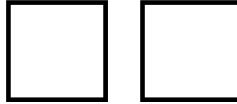
LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 108, 109, 110, 111, 112 and 113
Road Widening (Dedicated on face of plan):	Block 106 and 107
Walkways:	Block 103
5% Parkland Dedication:	Blocks 98, 99, 100, 101 and 102
Dedication of land for Parks in excess of 5%:	Blocks 104 and 105
Stormwater Management:	Block 96 and 97

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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LANDS TO BE HELD IN TRUST BY THE CITY: NIL



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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Sifton Properties 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:	\$ 809,389
BALANCE PORTION:	<u>\$4,586,535</u>
TOTAL SECURITY REQUIRED	\$5,395,924

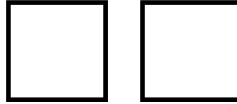
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

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.



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SCHEDULE "F"

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

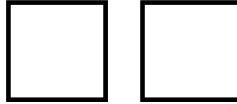
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City and at no cost to the City.

Multi-Purpose Easements:

- (a) There are no multi-purpose easements for servicing to be deeded to the City in conjunction with this Plan, within this Plan.
- (b) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) Sanitary sewer and maintenance access road and all associated works
 - (ii) Watermain and maintenance access road and all associated works
 - (iii) Temporary sediment basin and associated works
- (c) Multi-purpose easement shall be deeded to the City in relation to the temporary watermain and maintenance access external to this Plan from the west limit to Westdel Bourne, to the satisfaction of the City Engineer.

Road Easements:

There are no Road Easements required.



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39T-14503

Schedule "B"
River Bend Trip C Facilities (SWM F and G) lands acquisition agreement
(39T-14505 and 39T-14503)

THIS AGREEMENT made this ____th day of _____, 2016

BETWEEN:

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

OF THE FIRST PART

AND

SIFTON PROPERTIES LIMITED
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS the Owner represents that it is seized of those lands situate in the City of London, (formerly the Township of Westminster) in the County of Middlesex, more particularly described on **Schedule "A"** attached and desires to obtain the approval of the City of London for the Draft plan of Subdivision (39T-14505) of the said lands.

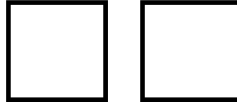
WHEREAS the Owner represents that it is seized of those lands situate in the City of London, (formerly the Township of Westminster) in the County of Middlesex, more particularly described on **Schedule "A"** attached and desires to obtain the approval of the City of London for the Draft plan of Subdivision (39T-14503) of the said lands.

AND WHEREAS approval of these Plans of Subdivisions would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the Approval Authority has required as a condition precedent to his approval of the said Plan of Subdivision that the Owner enter into this Agreement with the City;

AND WHEREAS the City proposes to construct Stormwater Management Facilities on the Land;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by the City to the Owner (the receipt 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 enure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.



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1. DEFINITIONS

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

- (a) "Director - Development Finance" means that person who from time to time, is employed by the City as its Director of Development Finance.
- (b) "City Engineer" means that person who, from time to time, is employed by the City as its Engineer.
- (c) "CSRF" of "Fund" means the City Services Reserve Fund.
- (d) "Land" means the land described on Schedule "A".
- (e) "Planning Act" means the Planning Act R.S.O. 1990, c. P.13, as amended;
- (f) "SWM" means Stormwater Management;
- (g) "SWM Facility Works" means those acts necessary for the construction of Riverbend South SWM Facility F and West 5 SWM Facility G; and

2. LANDS FOR RIVERBEND SOUTH SWM FACILITY F:

Upon registration of this Agreement, the Owner shall dedicate Parts 1 to 15, inclusive of Plan 33R-19542 to the City, free and clear of all encumbrances, all at no cost to the City and all to the satisfaction of the City Engineer. This land dedication is eligible for reimbursement from the CSRF as described in Section 4(a) of this Agreement to be paid in accordance with Section 4(b).

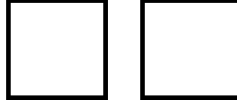
3. LANDS FOR WEST 5 SWM FACILITY G:

Upon registration of this Agreement, the Owner shall dedicate Parts 1 to 10, inclusive of Plan 33R-19541 to the City, free and clear of all encumbrances, all at no cost to the City and all to the satisfaction of the City Engineer. This land dedication is eligible for reimbursement from the CSRF as described in Section 4(a) of this Agreement to be paid in accordance with Section 4(c).

4. CLAIMS AGAINST THE CITY SERVICES RESERVE FUND

Following the transfer of the Land, the Owner may submit a claim to the City for the future reimbursement of the SWM facility land value. The claim shall be submitted to the Director, Development Finance and shall contain evidence of the transfer of Land and the final land value claim, refined from the estimate contained in paragraph (a) below.

- (a) The anticipated reimbursements from the Fund are:
 - i) for lands dedicated to the City for the construction of SWM Facility F, (being Parts 1, 2, 10 and 13, on Reference Plan 33R-19542) the estimated cost of which is \$861,627.00 Dollars (CDN), (2.7895 ha at \$308,880/hectare (\$125,000/acre)), plus applicable taxes; and
 - ii) for lands dedicated to the City for the construction of SWM Facility G, (being Parts 1 and 3, on Reference Plan 33R-19541), the estimated cost of which is \$218,978.00 Dollars (CDN), (0.7089 ha at \$308,880/hectare (\$125,000/acre)), plus applicable taxes; and



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- (b) **Schedule “B”** of this agreement provides the estimated development and corresponding Development Charge (DC) values for new growth occurring within the catchment area for SWM Facility F. In each quarter of each year following the execution of this Agreement, the City will determine the building permits and associated DC collections from new development within the catchment area from the previous quarter. A running total of DC collections will be maintained by the City on a quarterly basis. Once total DC collections of \$5.4 million (unindexed) have been collected from new development, within the catchment area, the City will reimburse the Owner for the land cost in the quarter following the achievement of the \$5.4 million threshold.
- (c) **Schedule “B”** of this agreement provides the estimated development and corresponding DC values for new growth occurring within the catchment area for SWM Facility G. In each quarter of each year following the execution of this Agreement, the City will determine the building permits and associated DC collections from new development within the catchment area from the previous quarter. A running total of DC collections will be maintained by the City on a quarterly basis. Once total DC collections of \$5.4 million (unindexed) have been collected from new development, within the catchment area, the City will reimburse the Owner for the land cost in the quarter following the achievement of the \$2.5 million threshold.

5. EASEMENTS

The Parties shall provide the following easements in a form satisfactory to their respective solicitors:

- (a) The City shall provide a temporary easement in favor of the Owner, over Parts 11 and 12 on 33R-13542 (SWM Facility F), for access, road and servicing construction, and maintenance, until such time as the municipal right of way is established.
- (b) The City shall provide an easement in favor of the Owner, over Part 13 on 33R-19542 (SWM Facility F), for access, road and servicing construction, and maintenance.

The City shall provide a temporary easement in favor of the Owner, over Parts 2, 6 and 9 on 33R19541 (SWM Facility G), for access, road and servicing construction, and maintenance, until such time as the municipal right of way is established.

- (c) The Owner shall grant temporary access across lands owned by the Owner that are adjacent to the Land in favor of the City, its consultants, contractors and employees, for the purpose of constructing the SWM Facility Works and completing any peripheral grading work on said lands. The temporary access shall run from the date of closing until the project is complete.

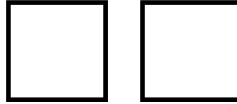
6. RELEASE

Subject to the terms hereof, the Owner releases the City of and from all claims, suits, demands, actions, causes of action, and damages accruing to the Owner resulting directly or indirectly from the use of the Owner’s lands, to the date of this Agreement.

7. INCONTESTABILITY

The Owner will 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.

8. REGISTRATION DOCUMENTS



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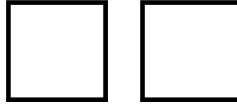
The City agrees to register the transfers of Parts 1 to 15, inclusive on 33R-19542 (SWM Facility F) and Parts 1 to 10, inclusive 33R-19541 (SWM Facility G) forthwith upon the delivery thereof to the City and authorize the claims to the CSRF as specified in Section 4 of this Agreement.

9. GENERAL PROVISIONS

- (a) The parties hereby to authorize, empower and instruct their solicitors to enter into an appropriate escrow arrangement to facilitate the completion of those parts of this Agreement to be completed upon registration of this Agreement and those to be completed thereafter. In default of agreement between the parties' solicitors as to the terms such appropriate escrow arrangement; the Documentation Registration published by the Law Society of Upper Canada on its website shall be employed.
- (b) The division of this Agreement into sections and headings (or paragraphs) herein are for convenience or reference only and are not be used in the interpretation of the provisions related to them.
- (c) The Owner and its successors shall not assign this Agreement in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld.
- (d) Subject to the provisions herein, the Owner shall be subject to all By-laws of the City. In the event of a conflict between the provisions of this Agreement and the provision of any By-law of the City, the provisions of the By-law shall prevail.
- (e) 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.
- (f) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that the Agreement and the covenants herein contained shall run with and burden the Lands.
- (g) 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: Sifton Properties Limited, P.O. Box 5099 London, Ontario N6A 4M8 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 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.



File Numbers: 39T-14505 &
39T-14503

SCHEDULE "A"

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

(SWM Facility F)

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying, and being Part of Lots 50 and 51, Concession "B", (geographic Township of Westminster), now in the City of London, County of Middlesex and designated as Parts 1 to 15, inclusive of Plan 33R-19542.

(SWM Facility G)

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying, and being Part of Lot 51, Concession "B", (geographic Township of Westminster), now in the City of London, County of Middlesex and designated as Parts 1 to 10, inclusive of Plan 33R-19541.



File Numbers: 39T-14505 &
39T-14503

SCHEDULE "B"

River Bend Trib C Facilities SWM Land Repayment Analysis

River Bend Trib C-G

Category	Yields	DC Rate	Estimated DC Revenues
LDR	0	\$ 28,633	\$ -
MDR	96	\$ 21,476	\$ 2,061,696
HDR - <2	91	\$ 13,323	\$ 1,212,393
HDR - >=2	137	\$ 17,978	\$ 2,462,986
Inst.	0	\$ 140.56	\$ -
Com.	16,405	\$ 270.26	\$ 4,433,615
Ind.	0	\$ 172.38	\$ -
Total Revenues			\$ 10,170,690

Land Payment Trigger

25% **\$ 2,542,673**

Notes:

Commercial space (16,405 sqm) already reduced by 5575 sqm for the 2015 commercial building permit

River Bend Trib C-F

Category	Yields	DC Rate	Estimated DC Revenues
Major and Minor Flows to RB Trib C-F			
LDR	225	\$ 28,633	\$ 6,442,425
MDR	400	\$ 21,476	\$ 8,590,400
HDR - <2	137	\$ 13,323	\$ 1,825,251
HDR - >=2	205	\$ 17,978	\$ 3,685,490
Inst.	0	\$ 140.56	\$ -
Com.	0	\$ 270.26	\$ -
Ind.	0	\$ 172.38	\$ -
Sub-total Revenues			\$ 20,543,566
Major Flows Only to RB Trib C-F			
LDR	105	\$ 28,633	\$ 3,006,465
MDR	0	\$ 21,476	\$ -
HDR - <2	0	\$ 13,323	\$ -
HDR - >=2	0	\$ 17,978	\$ -
Inst.	0	\$ 140.56	\$ -
Com.	0	\$ 270.26	\$ -
Ind.	0	\$ 172.38	\$ -
Sub-total Revenues			\$ 3,006,465
Revenues adjustment (40%)			\$ 1,202,586
Total Revenues			\$ 21,746,152

Land Payment Trigger

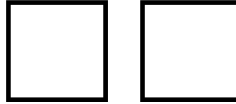
25% **\$ 5,436,538**

Notes:

Major Flows Adjustment:

LDR Units for 39T-14505 = 81 units

LDR Units for future development (portion of RB100) = 24 units



File Numbers: 39T-14505 &
39T-14503

Schedule "C"

Related Estimated Costs and Revenues

Agenda Item # Page #

Riverbend South Ph. 1 - Sifton Properties Ltd.
Subdivision Agreement
39T-14505

Related Estimated Costs and Revenues

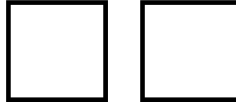
Estimated DC Funded Servicing Costs ^(Note 1)	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF	
- Watermain - internal oversizing subsidy (DC14-WD01001) ^(Note 5)	\$19,854
- Sanitary - internal oversizing subsidy (DC14-WW02001) ^(Note 5)	\$25,143
- Storm - internal oversizing subsidy (DC14-MS01001) ^(Note 5)	\$9,485
- Westdel Bourne Channelization (DC14-RS00067) ^(Note 4)	\$90,564
- Streetlights on Westdel Bourne (DC14-RS00070) ^(Note 4)	\$16,675
- Sidewalks on Westdel Bourne (DC14-RS00069) ^(Note 4)	\$26,405
- Internal widening at Upperpointe Blvd. (DC14-RS00063) ^(Note 4)	\$3,510
- Streetlight, sidewalk, channelization engineering ^(Note 4)	\$20,573
- Riverbend South Warbler Woods ESA (DC14-PR00108) ^(Note 6)	\$30,000
- Riverbend South Woodland Park (DC14-PR00054) ^(Note 6)	\$75,000
- Future Open Space Parks (DC14-PR00086) ^(Note 6)	\$115,000
- Future Urban Park (DC14-PR00044) ^(Note 6)	\$160,000
- Parks Engineering ^(Note 6)	\$57,000
Claims for City led construction from CSRF	
- Riverbend Trib C - SWMF 'F' Land Cost (DC14-MS00032) ^(Note 7)	\$861,627
- Riverbend Trib C - SWMF 'G' Land Cost (DC14-MS00032) ^(Note 7)	\$218,978
Total	\$1,729,814
Estimated Total DC Revenues ^(Note 2) (2016 Rates)	Estimated Revenue
CSRF	\$7,019,634
UWRF	\$814,041
TOTAL	\$7,833,675

- 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.
- 4 The developer led construction work above will require a work plan to be provided and approved by the City. The work plan should include summary of work completed and costs incurred as well as estimated costs of all Engineering and construction of the eligible subdivision works. The engineering fees have been estimated at 15% of the works above and will updated to actual amounts at the subdivision agreement stage.
- 5 Oversizing costs identified are based on preliminary estimates through draft plan phase. The extent of roadworks and the various pipe sizes and length of oversized sewers and watermain will be finalized through the detailed design process which may change the values noted.
- 6 The Parks claims noted above are subject to the approval of the Capital Budget for a future year (expected in December, 2016). If budget approval is not granted, then a source of financing in a future year will be sought prior to approval of a claim. In any event budget approval for the works will be required at that time.
- 7 The land claim for Trib C 'G' noted above will be registered through the West Five Subdivision Agreement 39T-14503. The land claim for Trib C 'F' noted above will be registered through the Riverbend South 39T-14505. Land acquisition and construction costs for SWMF Trib C 'A' are also required to facilitate the development of this area. The value of the land is anticipated to be purchased from the host property owners under a separate agreement. All three SWMF's are City-led construction projects and sources of financing for construction will be brought forward by EES as part of engineering and construction contract awards as the work proceeds.

Reviewed by:

Nov. 18 / 16
Date

Peter Christiaans
Peter Christiaans
Director, Development Finance



File Numbers: 39T-14505 &
39T-14503

Schedule "D"
Source of Finance
(39T-14503)

Chair and Members
Planning and Environment Committee

#16190
November 18, 2016
(Land Claim)
(39T-14503)

RE: Land Claim for the Tributary C Stormwater Management Facility F
(Subledger LD160068)
Land Claim for the Tributary C Stormwater Management Facility G
(Subledger LD160069)
Capital Budget Project No. ES3020-RVBTC - SWM Facility - River Bend Tributary C
SWM Facility F - \$861,627.00
SWM Facility G - \$218,978.00

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this claim can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Planning and City Planner, the detailed source of financing for this purchase is:

	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance For Future Work</u>
ESTIMATED EXPENDITURES				
Engineering	\$2,470,340	\$2,272,306		\$198,034
Land Acquisition	2,002,444	876,192	1,126,252	0
Construction	9,415,926			9,415,926
City Related Expenses	17,990	17,990		0
NET ESTIMATED EXPENDITURES	<u>\$13,906,700</u>	<u>\$3,166,488</u>	<u>\$1,126,252</u>	<u>\$9,613,960</u>
SOURCE OF FINANCING				
Drawdown from Sewage Works R.F.	\$89,900	\$20,470	\$7,281	\$62,149
Drawdown from City Services-SWM Component (Development Charges)	2,096,800	2,096,800		0
Debenture By-law W-5591-308 (Serviced through City Services-Mjr SWM R.F.-Development Charges)	11,720,000	1,049,218	1,118,971	9,551,811
TOTAL FINANCING	<u>\$13,906,700</u>	<u>\$3,166,488</u>	<u>\$1,126,252</u>	<u>\$9,613,960</u>
	<u>Facility F</u>	<u>Facility G</u>	<u>Total</u>	
1) Financial Note:				
Land Claim	\$861,627	\$218,978	\$1,080,605	
Add: Land Transfer Tax	11,399	1,915	13,314	
	873,026	220,893	1,093,919	
Add: HST @13%	112,012	28,467	140,479	
Less: HST Rebate	(96,847)	(24,613)	(121,460)	
Total Estimated Claim	<u>\$899,591</u>	<u>\$226,662</u>	<u>\$1,126,252</u>	

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

EH

Alan Dunbar
Manager of Financial Planning & Policy



File Numbers: 39T-14505 &
39T-14503

Schedule "E"
Source of Finance
(39T-14505)

Chair and Members
Planning and Environment Committee

#16187
November 18, 2016
(39T-14505)

RE: Riverbend South Subdivision Agreement - Sifton Properties Limited
(Subledger WW160016)
Capital Project TS1651 - Minor Roadworks on Arterials
Capital Project TS1371 - Road Class Oversizing City Share
Capital Project TS4165 - Traffic Signals & Street Light Growth
Capital Project EW3818 - Watermain Internal Oversizing Subsidy
Capital Project ES5145 - Sanitary Sewer Internal Oversizing Subsidy
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy
Capital Project PD301916 - New Urban Parks
Capital Project PD301917 - New Urban Parks
Capital Project PD204317 - New Major Open Space Network
Capital Project PD276517 - New Woodland Parks
Capital Project PD225317 - New Environmentally Significant Areas

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCE OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Planning and City Planner, the detailed source of financing for this project is:

	Approved Budget	Proposed 2017 Budget (4)	Committed to Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES					
TS1651-Minor Rdwks on Arterials					
Engineering	\$300,000		\$27,403	\$17,854	\$254,743
Construction	1,482,759		635,084	119,028	728,647
Relocate Utilities	100,000				100,000
	1,882,759		662,487	136,882	1,083,390
TS1371-Road Class Oversizing City Share					
Engineering	1,096		559	537	0
Construction	598,904		11,370	3,571	583,963
	600,000	0	11,929	4,108	583,963
TS4165-Traffic Signals & Street Lights					
Engineering	72,817		51,882	2,545	18,390
Construction	484,378		484,378		0
Traffic Signals & Lights	250,805		64,921	16,969	168,915
	808,000		601,181	19,514	187,305
EW3818-Watermain Internal Oversizing					
Construction	350,000		214,158	20,203	115,639
ES5145-Sanitary Sewer Internal Oversizing					
Construction	267,975		44,745	25,586	197,644
ES5429-Storm Sewer Internal Oversizing					
Construction	3,448,230		710,228	9,652	2,728,350
PD301916-New Urban Parks					
Construction	850,000			27,238	822,762
	850,000	0	0	27,238	822,762
PD301917-New Urban Parks					
Engineering		24,422		24,422	0
Construction		135,578		135,578	0
	0	160,000	0	160,000	0
PD204317-New Major Open Space Network					
Engineering		50,000		17,554	32,446
Construction		865,000		117,024	747,976
	0	915,000	0	134,578	780,422
PD276517-New Woodland Parks					
Engineering		11,457		11,448	9
Construction		113,543		76,320	37,223
	0	125,000	0	87,768	37,232
PD225317-New Environmentally Signif. Areas					
Engineering		4,579		4,579	0
Construction		75,421		30,528	44,893
	0	80,000	0	35,107	44,893
NET ESTIMATED EXPENDITURES	\$8,206,964	\$1,280,000	\$2,244,728	\$660,636	\$6,581,600



File Numbers: 39T-14505 &
39T-14503

Chair and Members
Planning and Environment Committee

#16187
November 18, 2016
(39T-14505)

RE: Riverbend South Subdivision Agreement - Sifton Properties Limited (Subledger WW160016)
Capital Project TS1651 - Minor Roadworks on Arterials
Capital Project TS1371 - Road Class Oversizing City Share
Capital Project TS4165 - Traffic Signals & Street Light Growth
Capital Project EW3818 - Watermain Internal Oversizing Subsidy
Capital Project ES5145 - Sanitary Sewer Internal Oversizing Subsidy
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy
Capital Project PD301916 - New Urban Parks
Capital Project PD301917 - New Urban Parks
Capital Project PD204317 - New Major Open Space Network
Capital Project PD276517 - New Woodland Parks
Capital Project PD225317 - New Environmentally Significant Areas

SOURCE OF FINANCING:	Approved Budget	Proposed 2017 Budget (4)	Committed to Date	This Submission	Balance for Future Work
<u>TS1651-Minor Rdwks on Arterials</u>					
Capital Levy	\$28,419		\$10,000	\$2,066	\$16,353
Drawdown from City Services R.F.-Roads Component (Development Charges)	2) 1,854,340		652,487	134,816	1,067,037
	<u>1,882,759</u>		<u>662,487</u>	<u>136,882</u>	<u>1,083,390</u>
<u>TS1371-Road Class Oversizing City Share</u>					
Capital Levy	4,400		887	305	3,208
Debenture Quota	40,200				40,200
Drawdown from Industrial Oversizing R.F.	10,400		207	71	10,122
Drawdown from City Services R.F.-Roads Component (Development Charges)	2) 545,000		10,836	3,731	530,433
	<u>600,000</u>		<u>11,929</u>	<u>4,108</u>	<u>583,963</u>
<u>TS4165-Traffic Signals & Street Lights</u>					
Drawdown from City Services R.F.-Roads Component (Development Charges)	2) 808,000		601,181	19,514	187,305
	<u>808,000</u>		<u>601,181</u>	<u>19,514</u>	<u>187,305</u>
<u>EW3818-Watermain Internal Oversizing</u>					
Drawdown from Industrial Oversizing-Water R.F.	1,700		1,700		0
Drawdown from City Services R.F.-Water Component (Development Charges)	2) 348,300		212,458	20,203	115,639
	<u>350,000</u>		<u>214,158</u>	<u>20,203</u>	<u>115,639</u>
<u>ES5145-Sanitary Sewer Internal Oversizing</u>					
Drawdown from Industrial Oversizing-Sewer R.F.	12,200		2,037	1,165	8,998
Drawdown from City Services R.F.-Sewer Component (Development Charges)	2) 255,775		42,708	24,421	188,646
	<u>267,975</u>		<u>44,745</u>	<u>25,586</u>	<u>197,644</u>
<u>ES5429-Storm Sewer Internal Oversizing</u>					
Drawdown from Sewage Works R.F.	25,300		5,211	71	20,018
Drawdown from City Services R.F.-SWM Component (Development Charges)	2) 3,422,930		705,017	9,581	2,708,332
	<u>3,448,230</u>		<u>710,228</u>	<u>9,652</u>	<u>2,728,350</u>
<u>PD301916-New Urban Parks</u>					
Debenture Quota	3a) 196,700			6,303	190,397
Drawdown from City Services R.F.-Parks & Rec Component (Development Charges)	2) 653,300			20,935	632,365
	<u>850,000</u>		<u>0</u>	<u>27,238</u>	<u>822,762</u>
<u>PD301917-New Urban Parks</u>					
Capital Levy		37,000		37,000	0
Drawdown from City Services R.F.-Parks & Rec Component (Development Charges)	2) 123,000			123,000	0
		<u>160,000</u>		<u>160,000</u>	<u>0</u>
<u>PD204317-New Major Open Space Network</u>					
Debenture Quota	3b) 387,600			57,008	330,592
Drawdown from City Services R.F.-Parks & Rec Component (Development Charges)	2) 527,400			77,570	449,830
		<u>915,000</u>		<u>134,578</u>	<u>780,422</u>
<u>PD276517-New Woodland Parks</u>					
Capital Levy		28,900		20,292	8,608
Drawdown from City Services R.F.-Parks & Rec Component (Development Charges)	2) 96,100			67,476	28,624
		<u>125,000</u>		<u>87,768</u>	<u>37,232</u>
<u>PD225317-New Environmentally Signif. Areas</u>					
Capital Levy		38,800		17,027	21,773
Drawdown from City Services R.F.-Parks & Rec Component (Development Charges)	2) 41,200			18,080	23,120
		<u>80,000</u>		<u>35,107</u>	<u>44,893</u>
TOTAL FINANCING	\$8,206,964	\$1,280,000	\$2,244,728	\$660,636	\$6,581,600



File Numbers: 39T-14505 &
39T-14503

#16187
November 18, 2016
(39T-14505)

Chair and Members
Planning and Environment Committee

RE: Riverbend South Subdivision Agreement - Sifton Properties Limited (Subledger WW160016)
Capital Project TS1651 - Minor Roadworks on Arterials
Capital Project TS1371 - Road Class Oversizing City Share
Capital Project TS4165 - Traffic Signals & Street Light Growth
Capital Project EW3818 - Watermain Internal Oversizing Subsidy
Capital Project ES5145 - Sanitary Sewer Internal Oversizing Subsidy
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy
Capital Project PD301916 - New Urban Parks
Capital Project PD301917 - New Urban Parks
Capital Project PD204317 - New Major Open Space Network
Capital Project PD276517 - New Woodland Parks
Capital Project PD225317 - New Environmentally Significant Areas

<u>Financial Note - Engineering</u>	<u>TS1651</u>	<u>TS1371</u>	<u>TS4165</u>	<u>PD301917</u>	<u>PD204317</u>
1) Contract Price	\$17,545	\$527	\$2,501	\$24,000	\$17,250
Add: HST @13%	2,281	69	325	3,120	2,243
Total Contract Price Including Taxes	19,826	596	2,826	27,120	19,493
Less: HST Rebate	1,972	59	281	2,698	1,939
Net Contract Price	\$17,854	\$537	\$2,545	\$24,422	\$17,554

<u>Financial Note - Engineering (Continued)</u>	<u>PD276517</u>	<u>PD225317</u>	<u>TOTAL</u>
Contract Price	\$11,250	\$4,500	\$77,573
Add: HST @13%	1,463	585	10,084
Total Contract Price Including Taxes	12,713	5,085	87,657
Less: HST Rebate	1,265	506	8,719
Net Contract Price	\$11,448	\$4,579	\$78,938

<u>Financial Note - Construction</u>	<u>TS1651</u>	<u>TS1371</u>	<u>TS4165</u>	<u>EW3818</u>	<u>ES5145</u>
Contract Price	\$116,969	\$3,510	\$16,675	\$19,854	\$25,143
Add: HST @13%	15,206	456	2,168	2,581	3,269
Total Contract Price Including Taxes	132,175	3,966	18,843	22,435	28,412
Less: HST Rebate	13,147	395	1,874	2,232	2,826
Net Contract Price	\$119,028	\$3,571	\$16,969	\$20,203	\$25,586

<u>Financial Note - Construction (Continued)</u>	<u>ES5429</u>	<u>PD301916</u>	<u>PD301917</u>	<u>PD204317</u>	<u>PD276517</u>
Contract Price	\$9,485	\$26,767	\$133,233	\$115,000	\$75,000
Add: HST @13%	1,233	3,480	17,320	14,950	9,750
Total Contract Price Including Taxes	10,718	30,247	150,553	129,950	84,750
Less: HST Rebate	1,066	3,009	14,975	12,926	8,430
Net Contract Price	\$9,652	\$27,238	\$135,578	\$117,024	\$76,320

<u>Financial Note - Construction (Continued)</u>	<u>PD225317</u>	<u>TOTAL</u>
Contract Price	\$30,000	\$571,636
Add: HST @13%	3,900	74,313
Total Contract Price Including Taxes	33,900	645,949
Less: HST Rebate	3,372	64,252
Net Contract Price	\$30,528	\$581,697

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 3) **NOTE TO CITY CLERK:**
Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.
 - a) An authorizing by-law should be drafted to secure debenture financing for project PD301916 - New Urban Parks for the net amount to be debentured of \$196,700.
 - b) An authorizing by-law should be drafted to secure debenture financing for project PD204317 - New Major Open Space Network for the net amount to be debentured of \$387,600.
- 4) The budget for these projects are included in 2017 and subject to budget approval on December 6, 2016. The work on these projects will not proceed until after budget approval.

EH


 Alan Dunbar
 Manager of Financial Planning & Policy