

| TO: | CHAIR AND MEMBERS | | |
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| | PLANNING AND ENVIRONMENT COMMITTEE | | |
| FROM: | J. BRAAM ACTING EXECUTIVE DIRECTOR - PLANNING, ENVIRONMENTAL & ENGINEERING SERVICES | | |
| SUBJECT: | APPLICATION BY: AYERSWOOD DEVELOPMENT CORP. 940 SPRINGBANK DRIVE PUBLIC PARTICIPATION MEETING ON APRIL 24, 2012 | | |

RECOMMENDATION

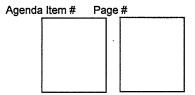
That, on the recommendation of the Acting Executive Director of Planning, Environmental & Engineering Services, the following actions be taken with respect to the site plan approval application of Ayerswood Development Corp. relating to the property located at 940 Springbank Drive:

(a) the attached development agreement and attached schedules for a twelve storey apartment building with 165 units **BE RECEIVED** for final approval.

PURPOSE AND EFFECT OF RECOMMENDED ACTION RATIONALE BACKGROUND

September 19, 2011 Municipal Council resolved:

- 1. That, the following actions can be taken with respect to the application of Ayerswood Development Corporation for the construction of an apartment building located at 940 Springbank Drive:
- (a) the <u>attached</u> proposed by-law **BE INTRODUCED** at the Municipal Council meeting of September 19, 2011 to amend By-law No. C.P.-1455-541, a by-law to designate a site plan control area and to delegate Council's power under section 41 of the Planning Act, R.S.O. 1990, c.P.13 with respect to an application for site plan approval submitted by Ayerswood Development Corporation for the construction of an apartment building at 940 Springbank Drive;
- (b) the application by Ayerswood Development Corporation, accepted on April 29, 2011 and amended on May 2, 2011, for approval of a site plan for a 165 unit apartment building with 12 floors of residential and two levels of parking **BE APPROVED, SUBJECT TO** the following conditions:
 - (i) Ayerswood Development Corporation entering into a development agreement with the Corporation of the City of London;



(ii) Ayerswood Development Corporation provide to the satisfaction of and at no expense to the municipality:

Facilities to provide access to and from the land;

A servicing plan;

A grading plan;

A landscaping plan:

Hydrological studies; and

Drawings and urban design brief showing matters relating to exterior design for consideration by the municipality's urban design panel;

- (c) the Executive Director of Planning, Environmental & Engineering Services and the Director of Development Planning **BE DIRECTED** to formally prepare for final approval by Municipal Council drawings, plans and development agreement referred to above and report back to the Built and Natural Environment Committee at its meeting held on October 31, 2011; and
- (d) public delegations **BE RECEIVED** at the Built and Natural Environment Committee meeting at which the final versions of the above-noted plans are received;

It being noted that the Built and Natural Environment Committee asked the Civic Administration to outline the Urban Design Review process;

On October 31, 2011, the Executive Director submitted a status report indicating that the Director did not have all the information to provide Council with a final package.

ANALYSIS

In response to the conditions established by Council on September 19, 2011, the following indicate what action the administration has taken and how the conditions have been satisfied.

Facilities to Provide Access to and from the Land:

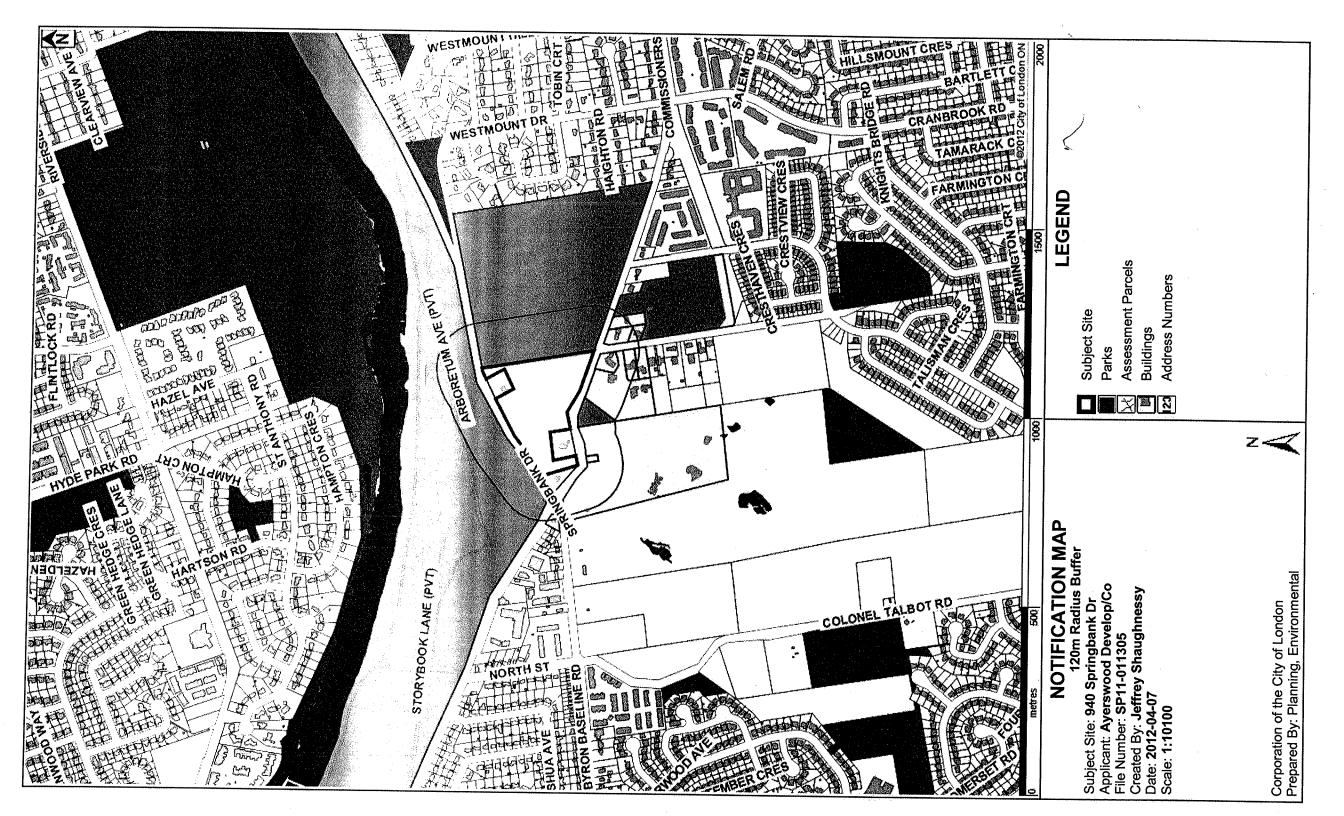
The access has been established at a location acceptable to the Transportation Division. The developer is required to construct a left turn lane on Springbank Drive to facilitate movements into the site. This lane will provide for the storage of 3 vehicles. This will provide adequate storage for left turn movements onto the site and will allow through traffic to flow through without interruption. As part of the development, the developer will be constructing a 1.5 wide sidewalk across the front of the site and west to the Commissioners' intersection. The cost to construct the works on the City road allowance are the responsibility of the developer. The administration support approval of the proposed access location and other related improvements required as proposed by the applicant.

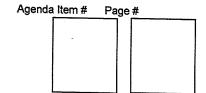
Servicing Plans/Grading Plans

In order to service the site, the developer will be required to extend both the storm and sanitary sewer from Commissioners Road West to the site. The cost of the external works will be borne totally by the developer.

The development agreement has been prepared to accommodate the external works including 100% security including 15% engineering fees. The agreement requires the award and commencement of construction of the external works before any building permits are issued for the site. The drawings for these works within the City road allowance have been accepted by Development Services.

With respect to the site, the grading and servicing plans have been accepted by Development Services. The plans provide for a minimum area of disturbance on the site. The original proposal had an area of disturbance of 1.02 hectares and the current proposal has an area of disturbance of 0.91 hectares. The area of disturbance is less than the original proposal. The plans have included the use of retaining walls to minimize the effect on the vegetated slope adjacent to the building. In addition to this, they provide for water balance, storm water





retention detail, erosion control plan, as well as other normal requirements. Administration support approval of the proposed grading and services plans for the subject site and the proposed external site works required to service the site and a 1.5 m sidewalk across the frontage of the site over to Commissioners Road.

Landscape Plan

The landscape plan provides for a 1.8m wood screen on a portion of the east property line which corresponds to the west property line of 928 Springbank Drive.

The plan also provides for supplemental planting east of the proposed building and adjacent to the east property line.

As a result of the original submission to the UDPRP, additional plantings were added based on the panel's comments.

The plan provides for considerable planting being added around the proposed building and meets the minimum standards. The landscape plans are acceptable to our Landscape Planner and Administration supports approval of the revised landscape plan proposed by the applicant.

Hydrogeological Studies

"Hydrological/Geotechnical Studies

In accordance with City Council's Resolution of September 19, 2011 the Planning, Environmental and Engineering Services Department (PEESD) undertook review of Golder's submitted hydrogeotechnical, geotechnical and slope stability reports and information prepared for the Reservoir Hill Apartment site and also engaged Terraprobe Inc. to undertake an Engineering Peer Review of the same. Terraprobe Inc. provided peer review comments in reports dated November 22 and December 8, 2011. On December 21, 2011, Golder's responded to Terraprobe's comments.

Terraprobe's peer review recommendations included the requirement for engineering analysis of the stability of the slopes under post—construction (long-term) conditions analysis to be completed in accordance with accepted engineering procedures and techniques and verification of Golder's previously identified groundwater table elevations assumptions for the Reservoir Hill Apartment site. These issues were not sufficiently addressed by Golder's December 21, 2011 response as was noted in Terraprobe Inc.'s letter dated January 10, 2012.

In response to these outstanding issues Golder's provided a Geotechnical Investigation report for proposed sewer installations on Springbank Drive received January 30, 2012 and additional letter report dated March 29, 2012. Based on further review of these reports, staff are satisfied the information provided is sufficient to proceed with finalizing the plans and the approval.

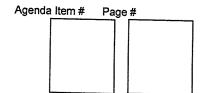
Urban Design Brief / Urban Design Peer Review Panel

On October 4, 2011, M. Hannay, Zelinka Priamo submitted an Urban Design Brief to the Urban Design Peer Review Panel (UDPRP). As a result of this submission, Zelinka Priamo made two presentations to the UDPRP. As a result of these presentations, the UDPRP confirmed that their advice had been accommodated except for the width of the sidewalk on Springbank Drive. Staff would confirm that the advice of the UDPRP has been incorporated into the plans except for the width of the sidewalk on Springbank. The standard city sidewalk is 1-5 m not 2.5 m.

LACH comments to BNEC November 28, 2011.

That the Civic Administration **BE ADVISED** of the following concerns with respect to the property located at 940 Springbank Drive:

- (a) Approval of the site plan, which does not comply with the restraints imposed by the Ontario Municipal Board, sets a dangerous precedent
- (b) Approval of the site plan will result in additional loss of the part of the site which the



Ontario Municipal Board directed should be rezoned OS5;

It being noted that the London Advisory Committee on Heritage received a presentation from A. Hopkins, 28 Springbank Drive, with respect to this matter.

The Ontario Municipal Board (OMB) established the limit of the R9-7 zone for the apartment site and the OS5 zone for the remaining lands. The limit of the site plan reflects the limits established by the OMB and was the basis of the Site Plan Council approved on September 19, 2011.

Council has approved the site plan and has given consideration to the decisions of the OMB.

Public Notice

Notice of public meeting was sent out to area property owners on April 13, 2012 and additional individuals who participated at earlier stages were also notified as per the Council meeting of April 10, 2012 and Notice was placed in the London Free Press on April 14, 2012.

Urban Design Process

On September 19, 2011, BNEC asked the Civic Administration to outline the Urban Design review process.

In general terms applicants prepare and Urban Design Brief. The brief includes plans, drawings, details, other information and background material for the Urban Design Peer Review Panel (Panel). These materials are submitted several weeks in advance in order to provide ample time for panel members to review the submission before the presentation to Panel.

At the Panel, staff provide a short presentation to set the context of the proposal for the Panel and the applicant. The applicant provides a detailed presentation to the applicant. As a result of the presentations, the Panel asks questions for clarification and the Panel discuses the various aspects of the development.

Approximately 10 days after this meeting the panel issues their advice. The applicant reviews this advice and determines how the advice can be implemented.

CONCLUSION

Should Council decide their conditions have been adequately addressed and they desire to proceed with the final approval, the approval package will then be sent to the owner by Development Services staff. Once the owner signs the agreement, then the Clerk and Mayor will sign the agreement and the drawings and plans attached to the agreement.

The agreement will subsequently be registered on title by the developer's solicitor. Their solicitor will certify the title.

Staff have completed the review of the plans, drawings and have prepared the development agreement to provide a complete package for Council's final approval. The acting Executive Director, PEEs is satisfied that all outstanding issues have been resolved. The proposed site plan and building conform to the zoning approved by the OMB. The proposed plans meet the objectives of the Site Plan Approval Manual. The attached plans provide facilities to provide access to the site. The site servicing and grading plans and the external servicing plans have been accepted by development services staff. The landscape plan and tree retention plan have been accepted by the Landscape Planner. The hydro-geological information have provided sufficient information to satisfy the Acting Director, PEES. The applicant has implemented the advice of the UDPRP with the exception of an increased sidewalk width on Springbank Drive in place of the standard width as required by the City Engineer. The plans and the agreement provide for the dedication of 2.0 acres of Parkland to the City and road widening of 18.0 m from the travelled centerline of Springbank Drive.

| Agenda | Item# | Page # | # |
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| PREPARED BY: | REVIWED BY: | | | |
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| BH | Josephan for | | | |
| B. HENRY | G/KOTSIFAS | | | |
| MANAGER, DEVELOPMENT PLANNING | DIRECTOR, BUILDING CONTROLS | | | |
| RECOMMENDED BY: | | | | |
| John Bram | | | | |
| J. BRÂAM, P.ENG ACTING EXECUTIVE DIRECTOR, PLANNING, ENVIRONMENTAL AND ENGINEERING SERVICES | | | | |

"Attach."

CC

AYERSWOOD DEVELOPMENT CORP. C/O Michelle Doornbosch Zelinka Priamo 318 Wellington Road London, ON N6C 4P4 Fax 519-281-6769

Mr. & Mrs Hopkins 928 Springbank Drive London ON N6K 1A5

Mrs. Polatajko – Howell 929 Commissioners Road West London ON N6K 2C1

Y:\Shared\Site Plan.Section\SitePlan.Section\2011 Compiled Site Plan Files\Springbank 940 (LMc)\BNEC Site Plan Approval.doc

This Agreement made in duplicate this day of , 2012.

BETWEEN:

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

- and -

AYERSWOOD DEVELOPMENT CORP.

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 an apartment building with 165 units located at what is known municipally as 940 Springbank Drive;

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. <u>Definitions:</u> 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. <u>Incontestability</u>: 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 and grading 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. <u>Drawings and Construction of External Works:</u> Prior to the issuance of a Permit of Approved Works (PAW) the Owner shall have its Professional Engineer submit detailed design drawings of external road, sewer and other improvements together with associated internal facilities and works and detailed final estimates of the total cost. Prior to the issuance for the building, (the Owner shall have awarded the contract for the external works and the owner's contractor shall have commenced construction of the works in part 4(c) construct solely at its expense and to the specification and satisfaction of the City Engineer, the following works:
 - (a) construction of a 1.5 m wide concrete sidewalk on Springbank Drive from the east property line of the site to the intersection of Springbank and Commissioners,
 - (b) construction of a left turn lane and lane improvements on Springbank Drive.
 - (c) Extension of Storm and Sanitary Sewers complete to service the property known as 940 Springbank Drive.

The above works are to be completed at the sole expense of Ayerswood Developments in accordance with the plans attached at Schedule F & G.

- 5. <u>"As-constructed" Drawings:</u> Prior to the release of any security posted under this Agreement, or any portion thereof, the Owner shall supply to the City with "as constructed" drawings for all municipal services installed under this Agreement and to be assumed by the City, all to the specifications and satisfaction of the City Engineer, and all at no cost to the City.
- 6. <u>Inspection and Completion of Works:</u> The Owner shall have its Professional Engineer provide on-site inspection by a qualified inspector approved by the City Engineer of all facilities, works and services required by this Agreement that are to be assumed for maintenance by the City. Upon completion of the facilities, works and sewers prior to requesting the City to assume the facilities, works and services the Owner shall supply to the City Engineer, a certificate of the Owner's Professional Engineer substantially in the form attached as **Schedule "H"**.

When all facilities, works and services required to be constructed, installed or done by the Owner have been accomplished strictly in accordance with this Agreement and the approved plans and drawings, to the specifications and satisfaction of the City Engineer. The City Engineer shall issue to the Owner a Certificate of Assumption approval to that effect (the "Assumption Certificate"). The City will not issue an Assumption Certificate until the Owner has provided the City Engineer with final "as-constructed" drawings to the current standards of the City Engineer.

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.

8. 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 the 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.

9. 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.

- 10. <u>Tree Presentation:</u> Prior to commencement of any construction on the site the Owner shall install all fencing as proposed in the tree preservation plans and the Owner's Landscape Architect shall inspect and certify to the City that the tree protection fencing has been installed in accordance with the approved Tree Presentation plans. The Landscape Architect shall conduct periodic inspections to ensure the fence is maintained throughout the period of construction.
- 11. 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

12. 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 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 "I"**)

- 13. <u>Storm Water Management:</u> 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.
- 14. <u>Debris and Soil on City Streets:</u> 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.

- 15. <u>Garbage Storage Facilities:</u> 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.
- 16. <u>Lighting Facilities:</u> 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.
- 17. <u>Landscaping:</u> 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.
- 18. <u>Fire Routes:</u> 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.
- 19. <u>Water Supply and Fire Fighting Access During Construction:</u> 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.
- 20. <u>Subsurface Drainage:</u> 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.

- 21. <u>Abandoned Private Drain Connections:</u> 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.
- 22. <u>Existing Private Drain Connections</u>: 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.
- 23. <u>Work At Owner's Risk:</u> 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.
- Indemnity: Except as otherwise expressly provided in this Agreement, the right of the 24. 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.
- 25. <u>Security for Performance:</u> 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 <u>Construction Lien Act, R.S.O.1990, c.C.30.</u>, the Owner shall deposit with Development Finance security satisfactory to Development Finance in the amount of \$250,000.00. In addition, the Owner shall, prior to signing this Agreement, deposit with the City Treasurer a "CASH" security in the amount of \$1,900,000.00 to ensure completion of external works.

26. 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.

- 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.
- 28. <u>Default:</u> 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 29 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 30.
- 29. 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.
- 30. <u>Notice:</u> 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: <u>AYERSWOOD DEVELOPMENT CORP. PO BOX 3117</u>
 London, Ontario N6A 4J4 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.

- 31. 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.

32. Special Provisions:

The Owner shall make all payments, carry out and perform all the external works and satisfy all the provisions hereinafter set out in these Special Provisions.

- (a) Prior to the issuance of a building permit, the contract for the works included in clause 4(c) of this agreement shall be awarded and the successful contractor shall have commenced work.
- (b) The owner shall have a Traffic Management Plan prepared and accepted by the City Engineer before commencing any work in the road allowance and the issuance of a P.A.W.
- (c) Noise Study (Arterial Streets)

The plans for all dwelling units shall be reviewed and certified by a qualified acoustical engineer before building permits are issued, to ensure that they incorporate the recommended indoor and outdoor noise control measures outlined in the accepted noise study; and the Owner's qualified acoustical consultant and architect shall, upon completion of construction of the accepted noise abatement measures and prior to issuance of occupancy permits, certify the work has been carried out in accordance with the accepted noise study.

(d) Warning Clauses: warning clauses shall be included in all agreements of purchase and sale and all rental agreements as follows:

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment's noise criteria."

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

(e) Tree Preservation

If during construction or during a period ending two years after occupancy of the development the City Landscape Planner determines that the health of existing trees designated for preservation as shown on Schedule 'E' attached may be declining due to construction or the operations on the Owner's lands, the Owner shall at his expense retain a consultant qualified in the field of arboriculture to investigate and submit a report to the Director of Development Planning. The report shall outline any measures required to mitigate the damage to existing trees and the Owner shall implement the recommendations of the report under the supervision of the consultant. The consultant shall certify in writing that the work was completed in accordance with the recommendations. In the case where trees in the designated area of tree preservation are required to be removed, new trees with a minimum of 5" calliper shall be planted at a ratio of two new trees for each tree removed in the area of tree preservation. The type of the trees shall be to the satisfaction of the CBO.

- (f) Parkland Dedication
 - Prior to issuance of a building permit, the owner shall dedicate the two acre parkland to the City free and clear of any encumbrances, As shown on schedule "F" of this agreement all to the satisfaction of the Manager of Parks Planning.
- (g) Road Widening Dedication: **Prior** to and as a condition precedent to the issuance of a final building permit for the development, the Owner shall deliver to the City Legal Department a fully registrable deed or transfer to the satisfaction of the City's Chief Surveyor dedicating, at no expense to the City, sufficient land free from any building, encumbrance, restriction, condition, right-of-way, or easement whatsoever, except as may be acceptable to the City, for the purposes of widening Springbank Drive and Commissioners Road abutting the said lands a maximum distance of 18 metres from centre line of construction.
- (h) Expenses of Dedication: With the intent that there be no expense to the City, the Owner shall have an Ontario land surveyor prepare to the satisfaction of the City's Chief Surveyor and deposit on title a reference plan, if one is required by the Land Registry Office, describing the land being dedicated and conveyed to the City for road widening, municipal services and utility easements or any other purpose under this agreement. The Owner shall bear all expenses for the preparation, deposit and registration of the reference plan, if required, and the deed or transfer or grant of easement to the City.
- (i) Ayerswood Developments shall implement the approval traffic Management Plan for all work in the road allowance.
- (j) Ayerswood Developments' consultant shall have received any and all Certificates of Approval by the MOE before commencing construction.
- (k) When all external works, services and things required to be constructed, installed or done by Ayerswood Developments except as herein before specified, in the opinion of the City Engineer or on submission of the Certificate of Completion of Works by an independent registered professional engineer in accordance with clause 2 of this agreement, Inspection and Completion of Works, have been accomplished strictly in accordance with this agreement and to the specifications and satisfaction of the Engineer, the Engineer shall issue to the parties hereto a Certificate of Final Approval.
- (I) Ayerswood Developments is advised that security which is held to ensure the completion of external works cannot be released until the City issues the aforementioned Certificate of Final Approval. Save and except 15% hold back to the end of the one year warrantee period.

- (m) Ayerswood Developments shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the City Engineer, or on the certification of independent registered professional engineer, sound engineering practice, for the period of one year after the date of issuance of the Certificate of Final Approval by the City. Provided however, that the City may, at is option, assume any or all of the said external works and services at any time, but the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by a Certificate of Final Approval.
- (n) City of London approval of this development is conditional upon Ayerswood Developments Limited agreeing to construct the storm and sanitary sewer to service the development at 940 Springbank Drive and all restoration to the satisfaction of the City Engineer.
- (o) Occupancy Requirements._Occupancy of the development will not be permitted until such time as the proposed external works are in place and functional as determined by the City Engineer and the CBO.
- 33. <u>By-laws:</u> 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.
- 34. <u>Subsequent Owners Bound:</u> 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.
- 35. <u>Separate Covenants:</u> 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.
- 36. <u>Number and Gender:</u> This Agreement shall be read will all changes to gender required by the context.
- 37. <u>Assignment:</u> The Owner shall not assign this Agreement without the prior written consent of the City, wherein consent shall not unreasonably be withheld.
- 38. <u>Payment of Registration Costs:</u> 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: | |
|--|--|
| Joe Fontana, Mayor | |
| Catherine Saunders, City Clerk We have the authority to bind the Corporation. | |
| AYERSWOOD DEVELOPMENT CORP. | |
| (seal) | |
| (seal) I/We have the authority to bind the Corporation. | |

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Description of Schedules

Schedule "A"

Title: Legal Description

Schedule "B" Page 1 of 3

Drawing Title: Site Plan

Drawing Author: Zelinka Priamo Ltd.

Date of Drawing: March 2011

Drawing Latest Revision Date: April 28, 2011 Municipal Address: 940 Springbank Drive

City File Number: SP11-011305

Schedule "B" Page 2 of 3

Drawing Title: P1 Level Plan

Drawing Number: A2

Drawing Author: William Haas Consultants Incorporated

Date of Drawing: November 3, 2010

Drawing Latest Revision Date: April 27, 2011 Municipal Address: 940 Springbank Drive

City File Number: SP11-011305

Schedule "B" Page 3 of 3

Drawing Title: P2 Level Plan

Drawing Number: A3

Drawing Author: William Haas Consultants Incorporated

Date of Drawing: November 3, 2010

Drawing Latest Revision Date: April 27, 2011 Municipal Address: 940 Springbank Drive

City File Number: SP11-011305

Schedule "C" Page 1 of 6

Drawing Title: Site Engineering Plan
Drawing Author: Development Engineering

Drawing Number: 1

Date of Drawing: August 28, 2006

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305

Schedule "C" Page 2 of 6

Drawing Title: **General Notes and Details** Drawing Author: Development Engineering

Drawing Number: 2

Date of Drawing: April 8, 2004

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305

Schedule "C" Page 3 of 6

Drawing Title: Cross Sections Plan

Drawing Author: Development Engineering

Drawing Number: 3

Date of Drawing: February 9, 2004

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "C" Page 4 of 6

Drawing Title: Cross Sections Plan

Drawing Author: Development Engineering

Drawing Number: 4

Date of Drawing: April 8, 2004

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305

Schedule "C" Page 5 of 6

Drawing Title: Cross Sections Plan

Drawing Author: Development Engineering

Drawing Number: 5

Date of Drawing: April 8, 2004

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "C" Page 6 of 6

Drawing Title: Fire Route Sign Detail

Drawing Author: City of London Drawing Number: Figure 6.2 Date of Drawing: July 19, 2005

Municipal Address: 940 Springbank Drive

City File Number: SP11-011305

Schedule "D" Page 1 of 3

Drawing Title: North Elevation

Drawing Author: William Haas Consultants Incorporated

Date of Drawing: April 7, 2011

Drawing Latest Revision Date: May 27, 2011 Municipal Address: 940 Springbank Drive Drawing Sealed by: William Haas OAA

City File Number: SP11-011305

Schedule "D" Page 2 of 3

Drawing Title: South Elevation

Drawing Author: William Haas Consultants Incorporated

Date of Drawing: April 7, 2011

Drawing Latest Revision Date: May 27, 2011 Municipal Address: 940 Springbank Drive Drawing Sealed by: William Haas OAA

Schedule "D" Page 3 of 3

Drawing Title: East / West Elevations

Drawing Author: William Haas Consultants Incorporated

Date of Drawing: April 7, 2011

Drawing Latest Revision Date: May 27, 2011 Municipal Address: 940 Springbank Drive Drawing Sealed by: William Haas OAA

City File Number: SP11-011305

Schedule "E" Page 1 of 3

Drawing Title: Landscape Plan

Drawing Author: Ron Koudys Landscape Architect

Drawing Number: L-1

Date of Drawing: April 7, 2004

Drawing Latest Revision Date: August 17, 2011

Municipal Address: 940 Springbank Drive

Drawing Sealed by: Ron Koudys Landscape Architect

City File Number: SP11-011305

Schedule "E" Page 2 of 3

Drawing Title: Landscape Details

Drawing Author: Ron Koudys Landscape Architect

Drawing Number: L-2

Date of Drawing: April 7, 2004

Drawing Latest Revision Date: August 17, 2011

Municipal Address: 940 Springbank Drive

Drawing Sealed by: Ron Koudys Landscape Architect

City File Number: SP11-011305

Schedule "E" Page 3 of 3

Drawing Title: Tree Preservation Plan

Drawing Author: Ron Koudys Landscape Architect

Drawing Number: T-1

Date of Drawing: January 9, 2009

Drawing Latest Revision Date: August 17, 2011 Municipal Address: 940 Springbank Drive

Drawing Sealed by: Ron Koudys Landscape Architect

City File Number: SP11-011305

Schedule F

Drawing Title: Park Block Dedication Illustration.

City File Number: SP11-011305

External Works Drawings

Schedule "G" Page 1 of 17

Drawing Title: Springbank Drive

Drawing Author: Development Engineering

Drawing Number: 6

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

Schedule "G" Page 2 of 17

Drawing Title: Springbank Drive

Drawing Author: Development Engineering

Drawing Number: 7

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 3 of 17

Drawing Title: Commissioners Rd W Drawing Author: Development Engineering

Drawing Number: 8

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 4 of 17

Drawing Title: Springbank Dr, Site Outlet and Commissioners Rd W

Drawing Author: Development Engineering

Drawing Number: 9

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 5 of 17

Drawing Title: Lane Markings Plan

Drawing Author: Development Engineering

Drawing Number: 10

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 6 of 17

Drawing Title: Restoration Plan

Drawing Author: Development Engineering

Drawing Number: 11

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 7 of 17

Drawing Title: Storm Area Plan West and Design Sheet

Drawing Author: Development Engineering

Drawing Number: 12

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

Schedule "G" Page 8 of 17

Drawing Title: Sanitary Area Plan West and Design Sheet

Drawing Author: Development Engineering

Drawing Number: 13

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 9 of 17

Drawing Title: Erosion and Sediment Control Plan

Drawing Author: Development Engineering

Drawing Number: 14

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 10 of 17

Drawing Title: Springbank Drive - Cross Section

Drawing Author: Development Engineering

Drawing Number: 15

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 11 of 17

Drawing Title: Springbank Drive - Cross Section

Drawing Author: Development Engineering

Drawing Number: 16

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: April 16, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 12 of 17

Drawing Title: Commissioners Road - Cross Section

Drawing Author: Development Engineering

Drawing Number: 17

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 13 of 17

Drawing Title: **Traffic Management Plan**Drawing Author: Development Engineering

Drawing Number: 18

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

Schedule "G" Page 14 of 17

Drawing Title: **Traffic Management Plan**Drawing Author: Development Engineering

Drawing Number: 19

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 15 of 17

Drawing Title: Roadway Lighting Photo Metrics

Drawing Author: Development Engineering

Drawing Number: 20

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 16 of 17

Drawing Title: Roadway Lighting Electrical Layout

Drawing Author: Development Engineering

Drawing Number: 21

Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "G" Page 17 of 17

Drawing Title: Alternate Traffic Management Plan

Drawing Author: Development Engineering

Drawing Number: 22

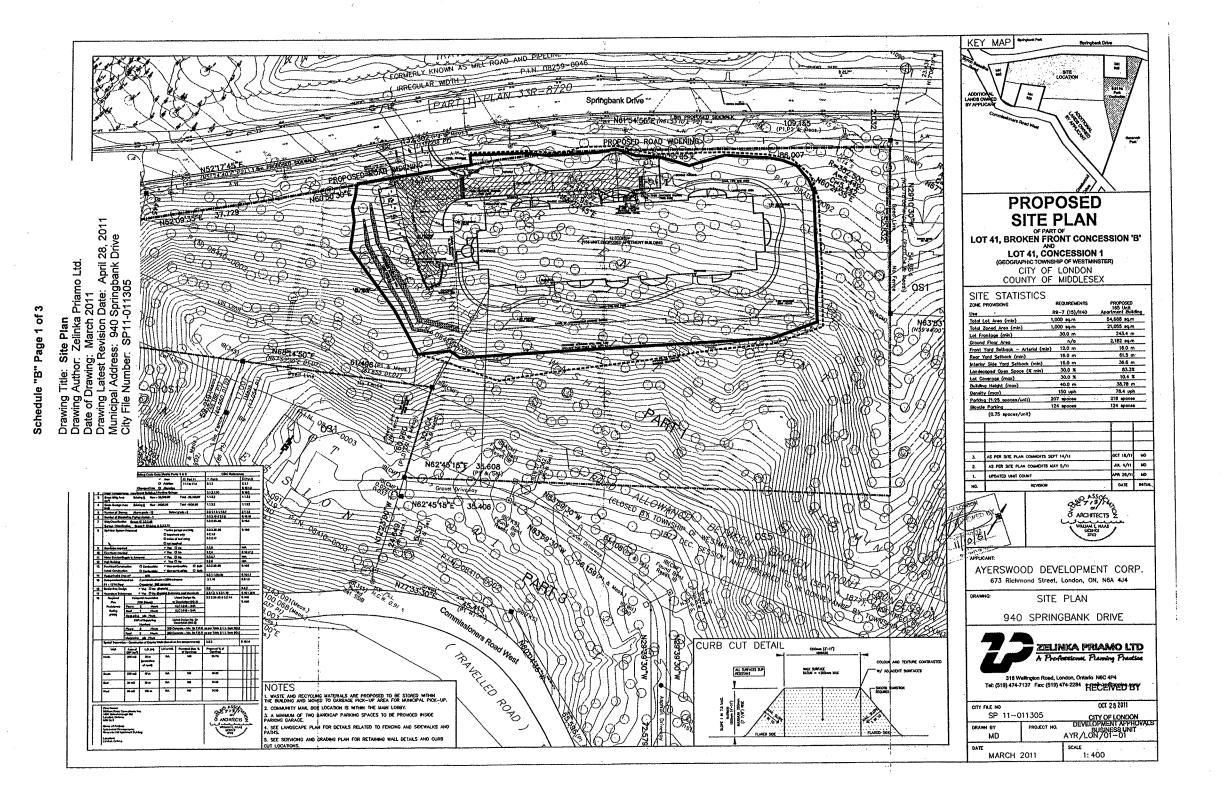
Date of Drawing: October 27, 2011

Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng.

City File Number: SP11-011305

Schedule "H"

Schedule "I"



Schedule "B" Page 2 of 3

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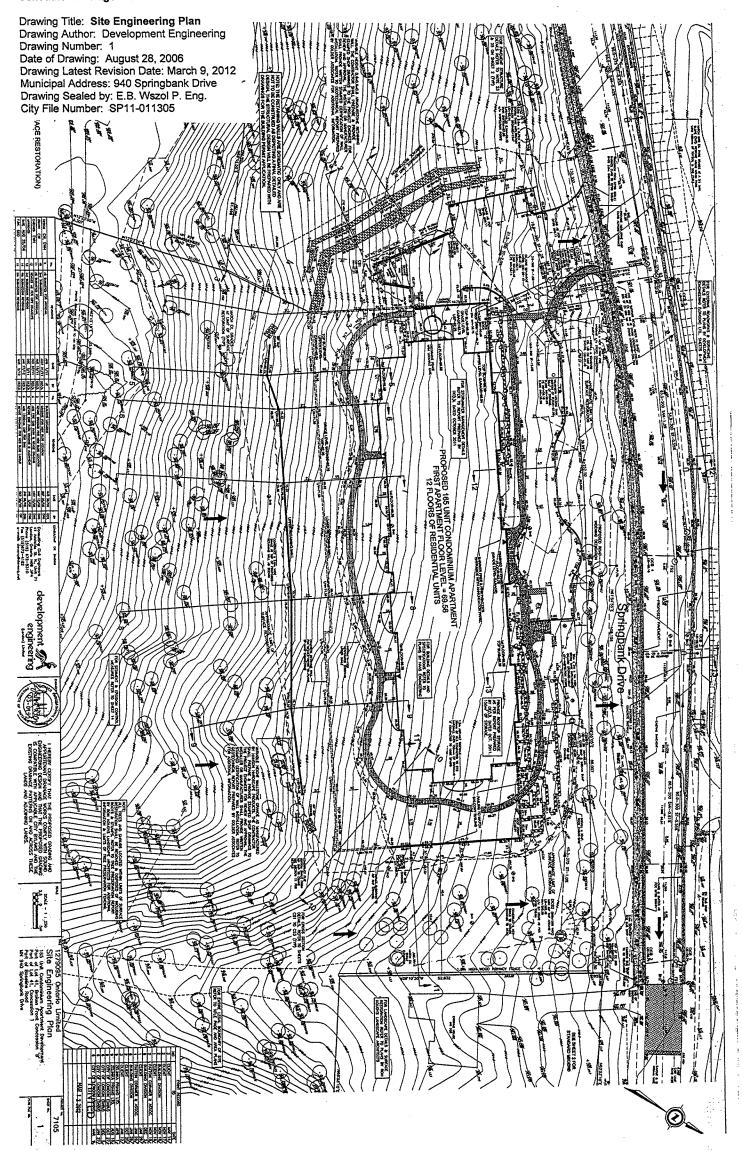
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Page 3

Schedule "B"

P2

Drawing '



Schedule "C" Page 2 of 6

Drawing Title: General Notes and Details
Drawing Author: Development Engineering
Drawing Number: 2
Date of Drawing: April 8, 2004
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305

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Seeking (incidence).

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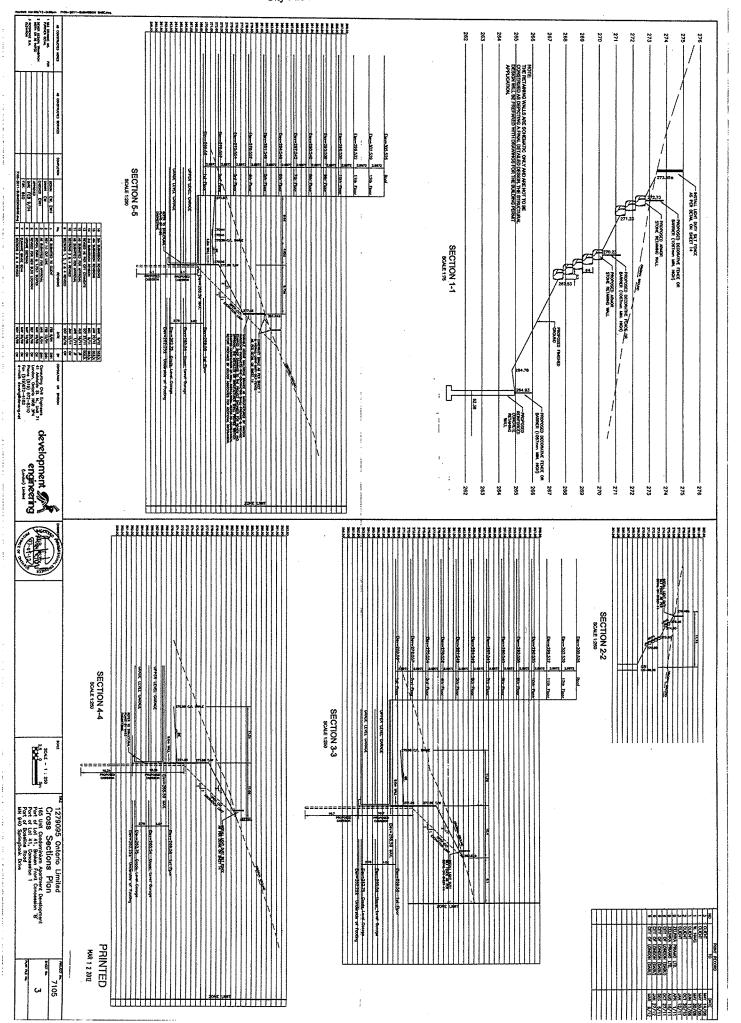
A feed conform to 0702-900 Sories. On top of the spindle of the Bre hydront on the south side of Springbank Drive opproximately 275m east of Commissioners Road in front of the site.

Elevation: 261.783m 18.0-200 ST-1.2% Retaining Wall Scole: 1:50 BENCHING DETAIL 1500# SAMPLING STMH SCALE: 1:20 ONTARIO PROVINCIAL STANDARD DRAWING Date 1990 00 14 Rev Note:

1. — Denotes 3 any Indiand with stors connection and 150 gots when the former of the store connection and 150 gots when the former of services should be indiabed in occordance with the current adminishment sendored and specifications of the City Engineer's Deportment with the sendored sendore Dote ____. PRINTED CONCRETE BARRIER CURB OPSD - 600.11 MAR 1 2 2012 | On 17/1 | CO3.1 | CO 1279095 Ontario Limited 7105 General Notes and Details development M \$ Month DEBON TRANSMON 165 Unit Condominium Aportment Development Part of Lot 41, Broken Front Concession 'B' Port of Lot 41, Concession 1 Part of Boseline Road AS SHOWN 2 engineering REPURDICE S.H. FUM FEE NA

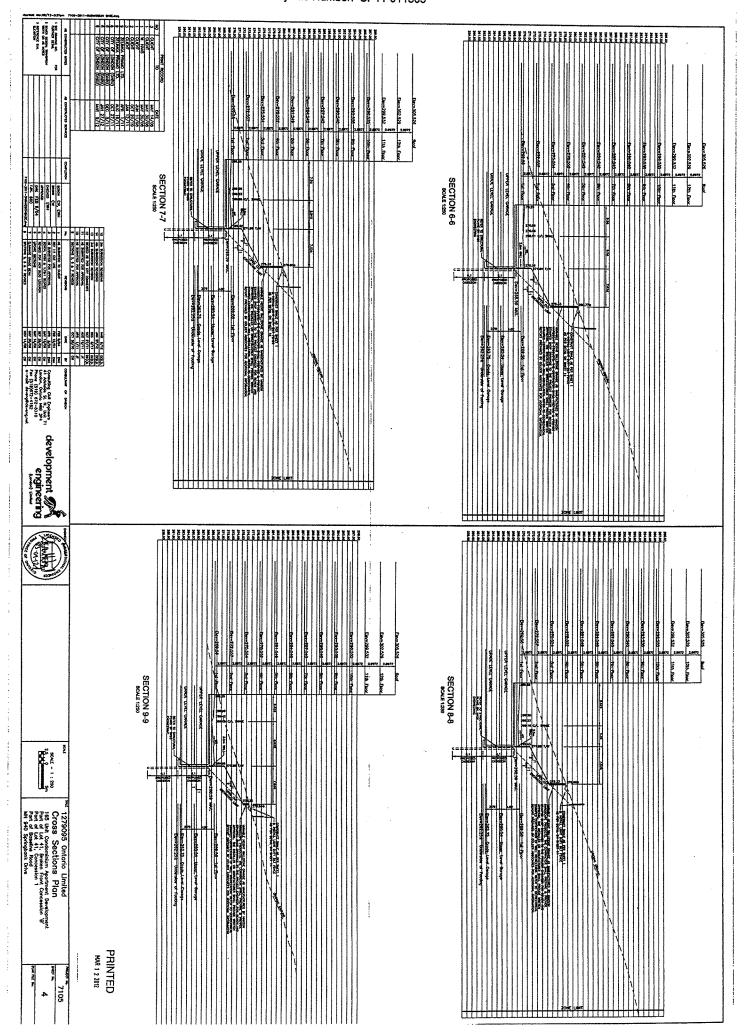
Schedule "C" Page 3 of 6

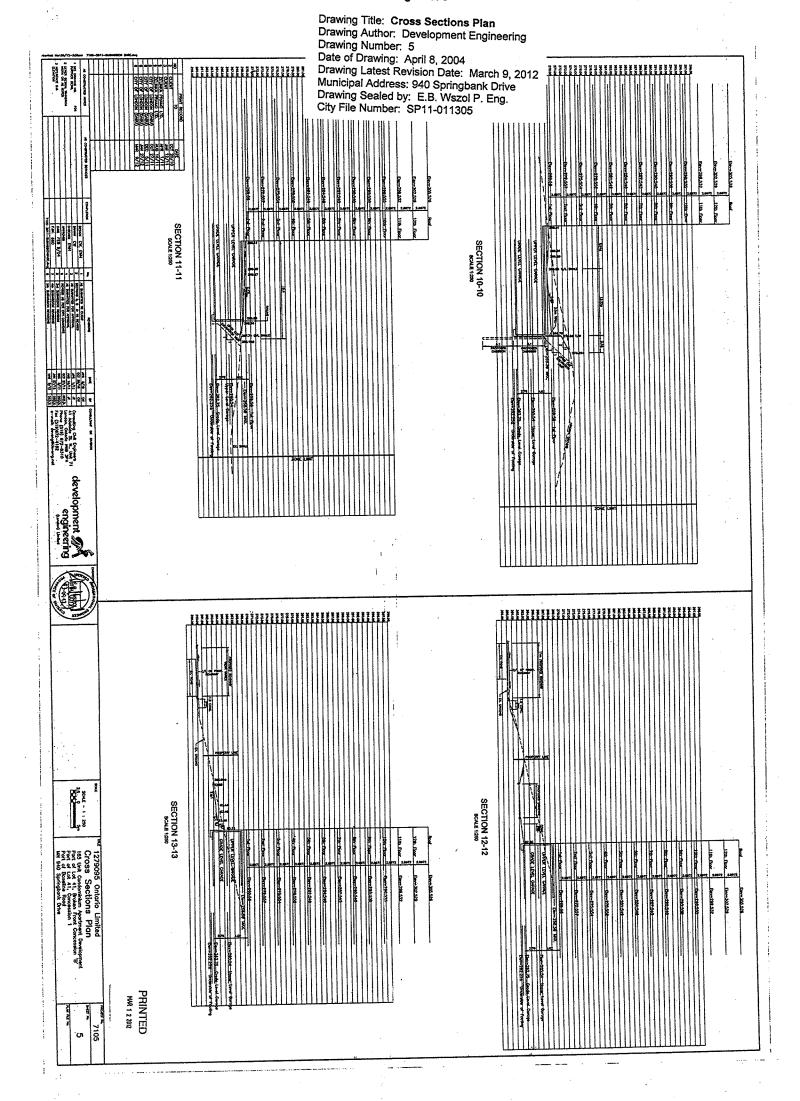
Drawing Title: Cross Sections Plan
Drawing Author: Development Engineering
Drawing Number: 3
Date of Drawing: February 9, 2004
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



Schedule "C" Page 4 of 6

Drawing Title: Cross Sections Plan
Drawing Author: Development Engineering
Drawing Number: 4
Date of Drawing: April 8, 2004
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



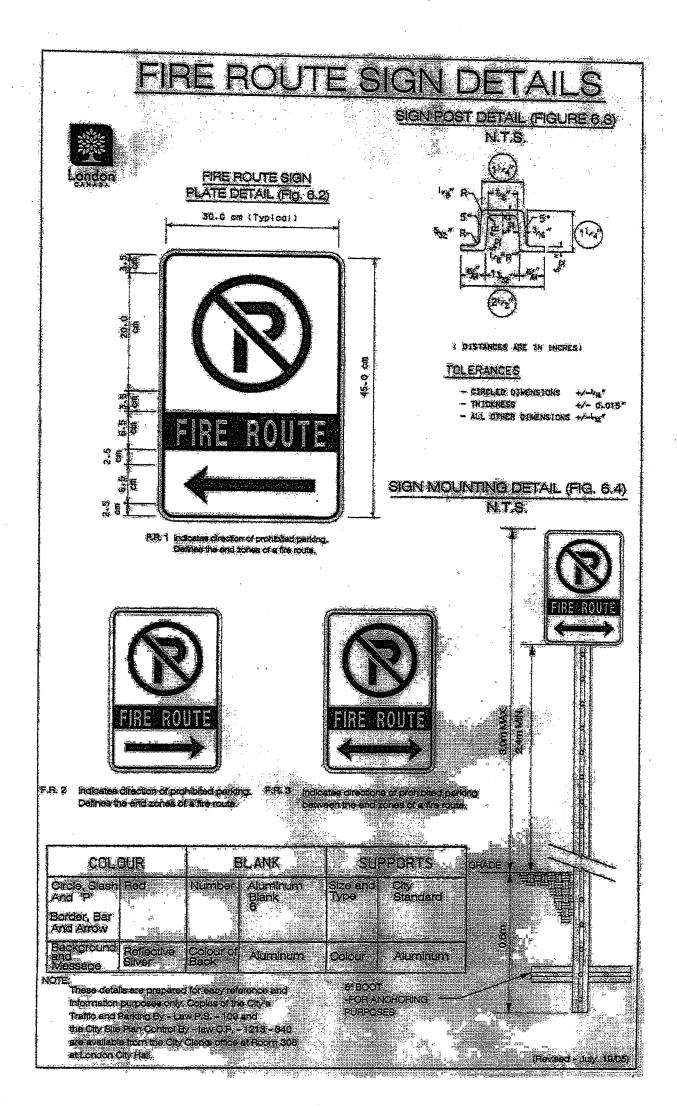


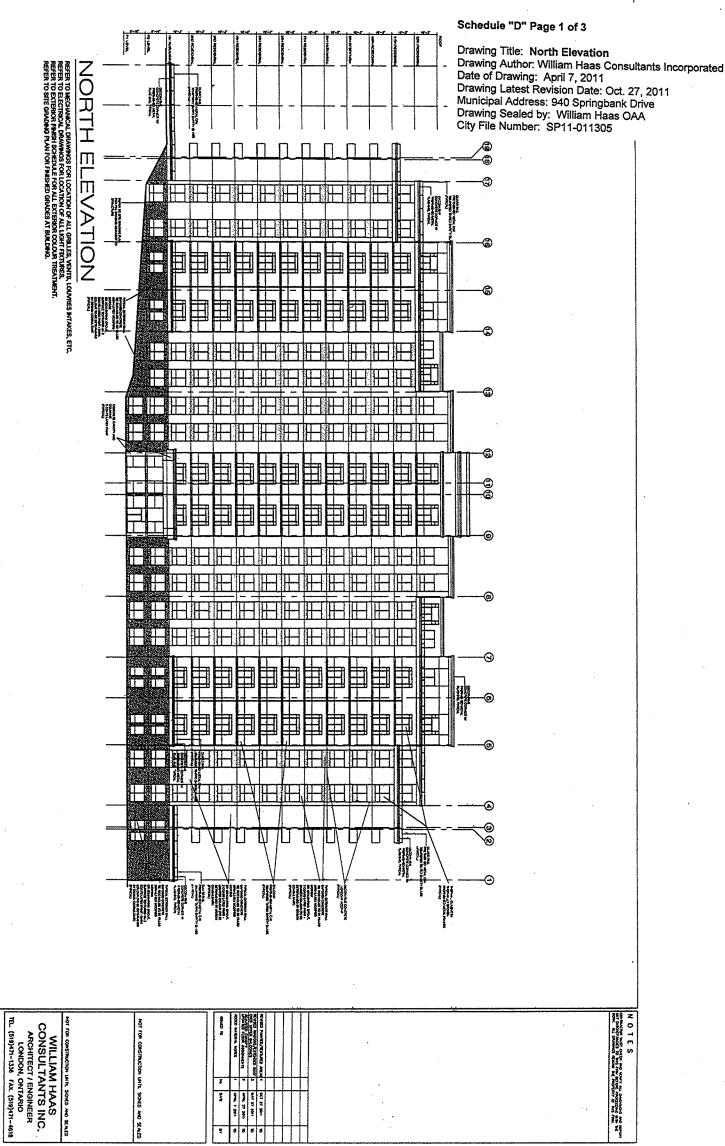
Schedule "C" Page 6 of 6

Drawing Title: Fire Route Sign Detail

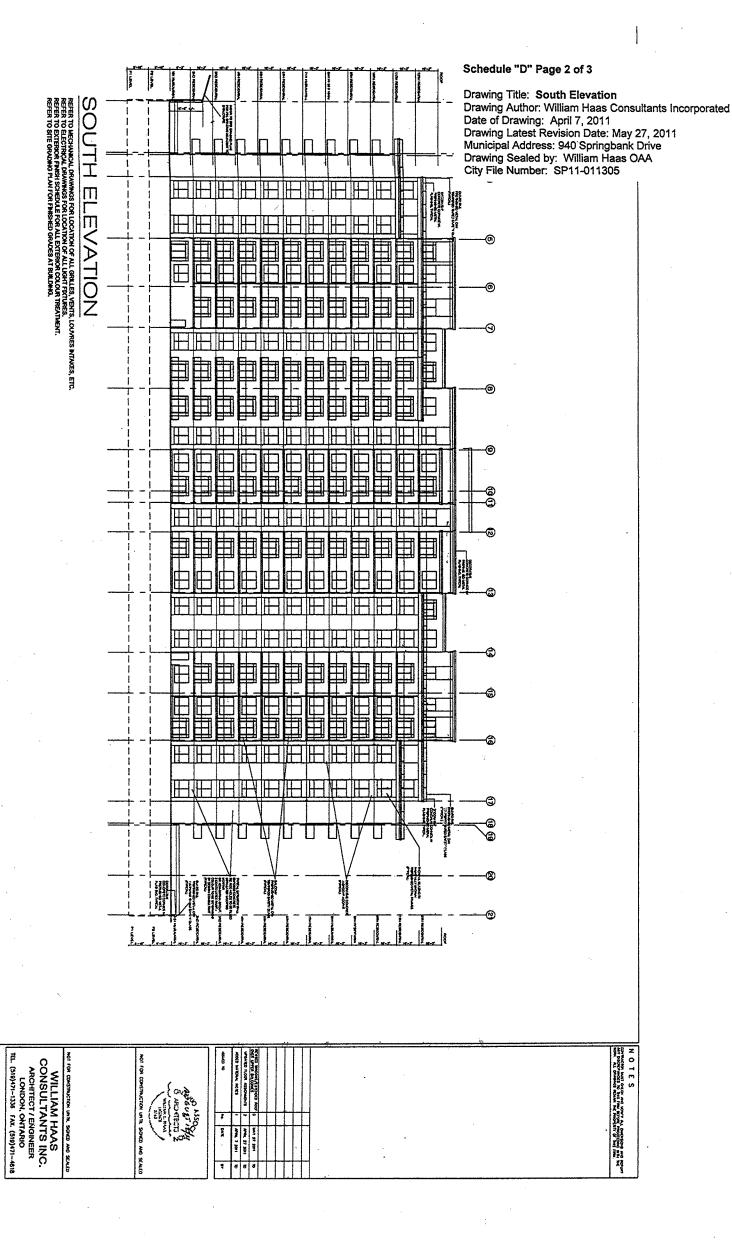
Drawing Author: City of London Drawing Number: Figure 6.2 Date of Drawing: July 19, 2005

Municipal Address: 940 Springbank Drive

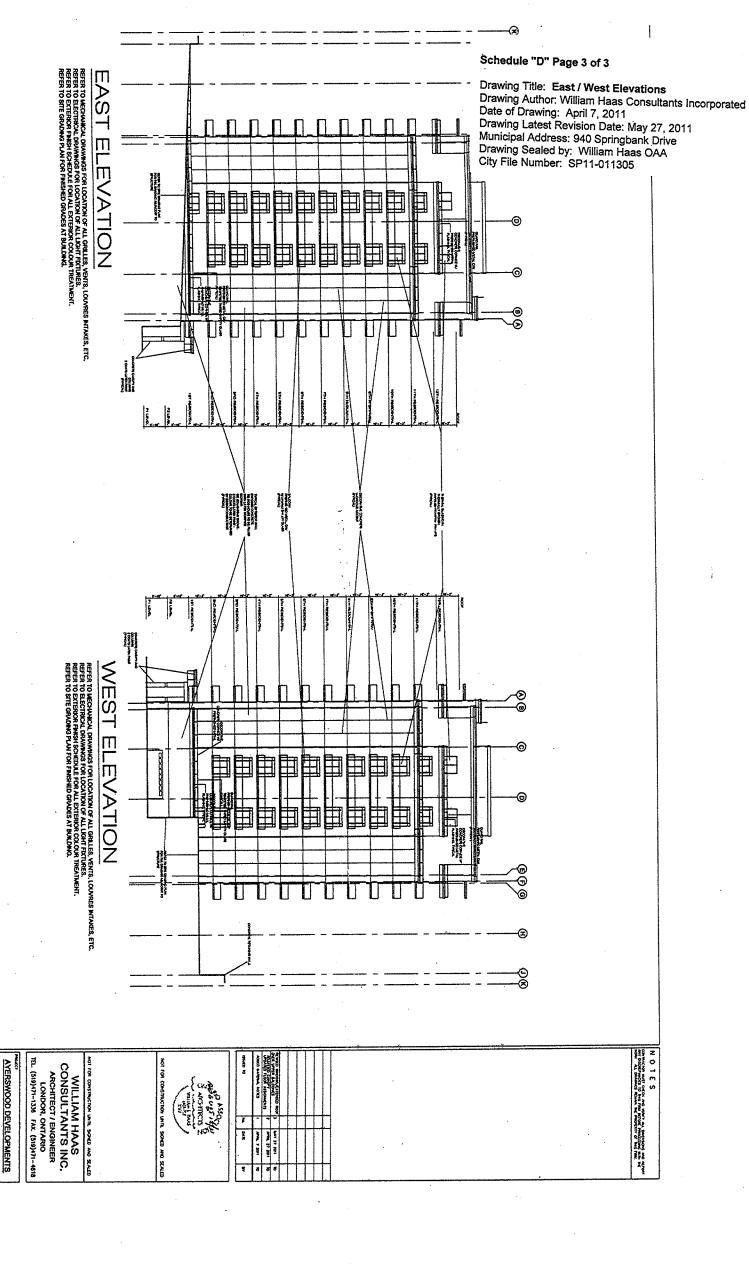


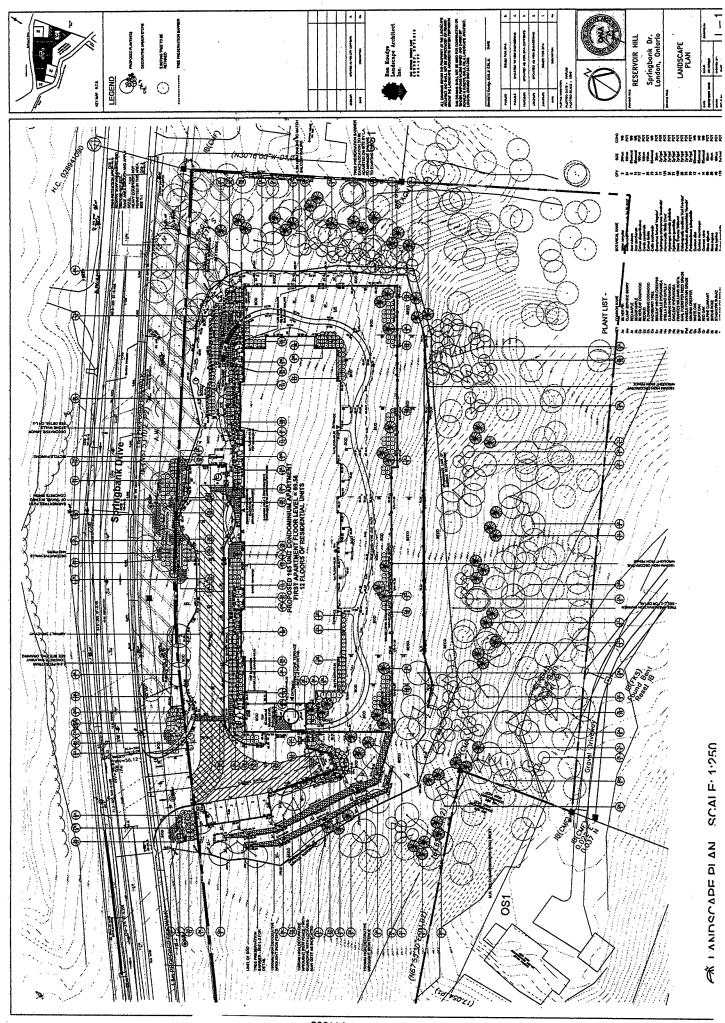


AYERSWOOD DEVELOPMENTS



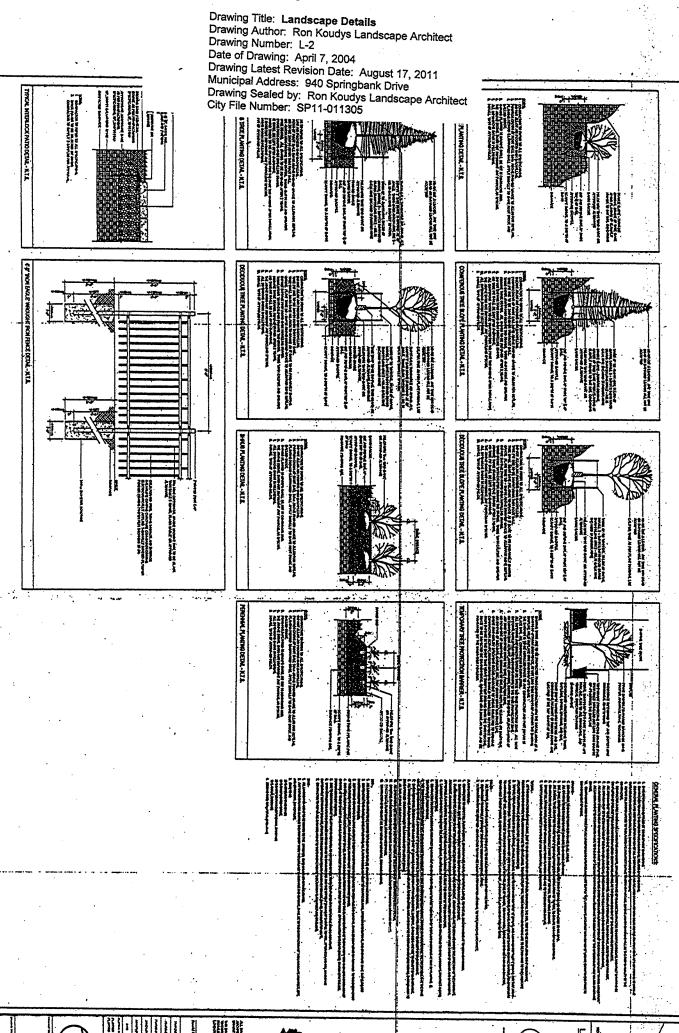
AYERSWOOD DEVELOPMENTS





Drawing Title: Landscape Plan
Drawing Author: Ron Koudys Landscape Architect
Drawing Mumber: L-1
Date of Drawing: April 7, 2004
Drawing Latest Revision Date: August 17, 2011
Municipal Address: 940 Springbank Drive
Drawing Sealed by: Ron Koudys Landscape Architect
City File Number: SP11-011305

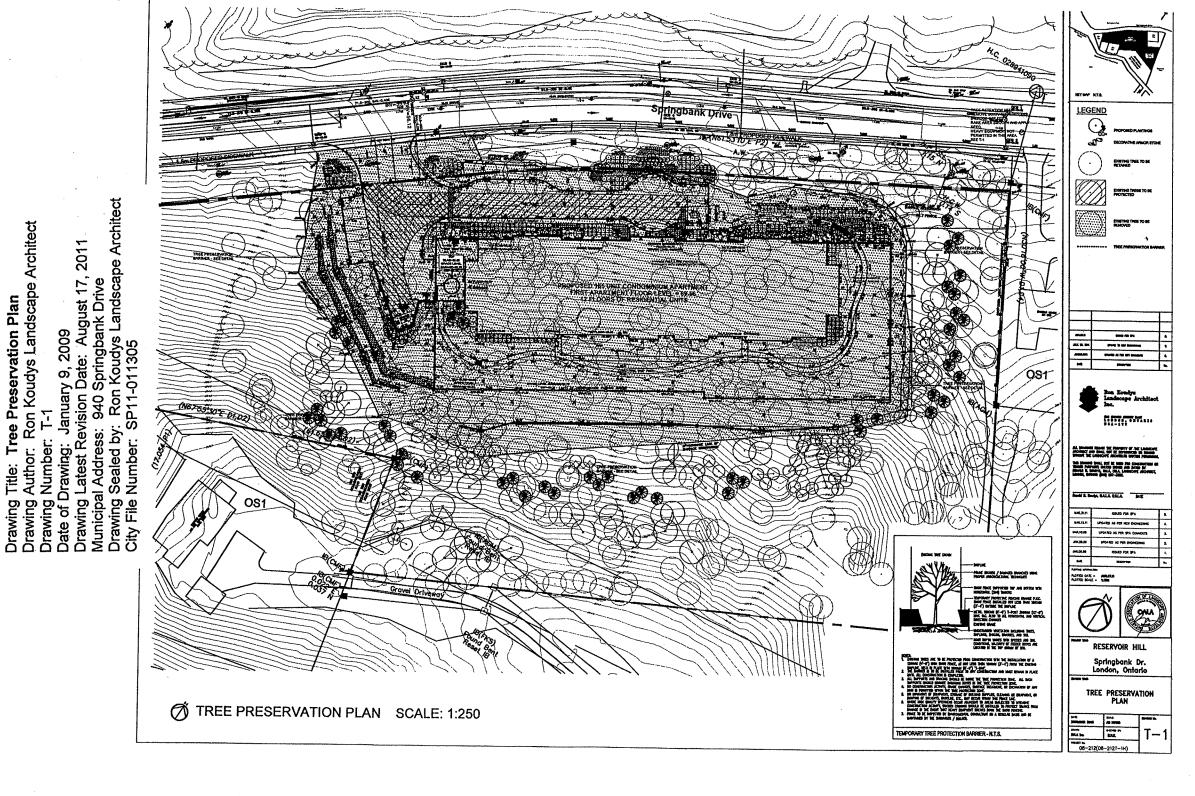
Schedule "E" Page 2 of 3



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Ron Koudys Landscape Architect

Preservation Plan

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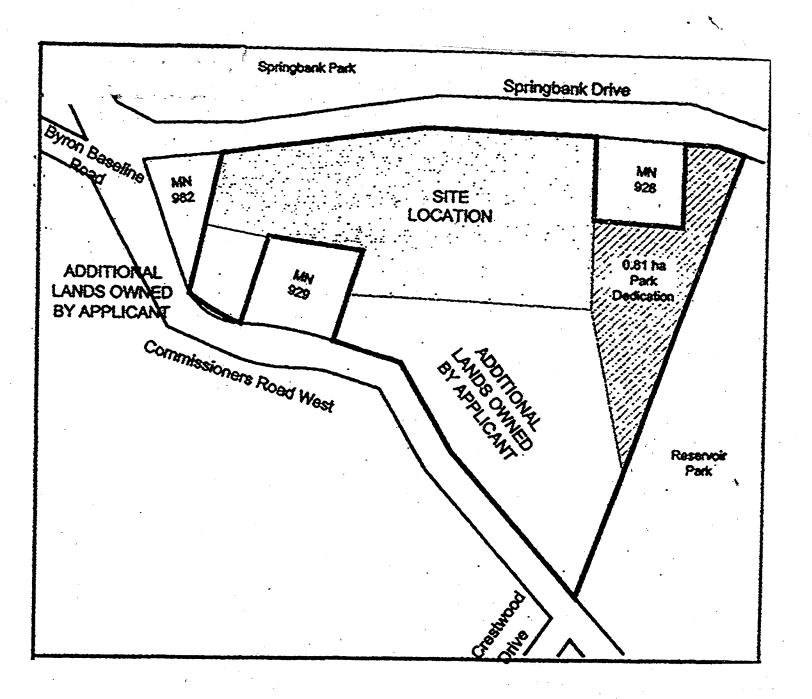
"E" Page 3

Schedule

Schedule F

Drawing Title: Park Block Dedication Illustration. City File Number: SP11-011305

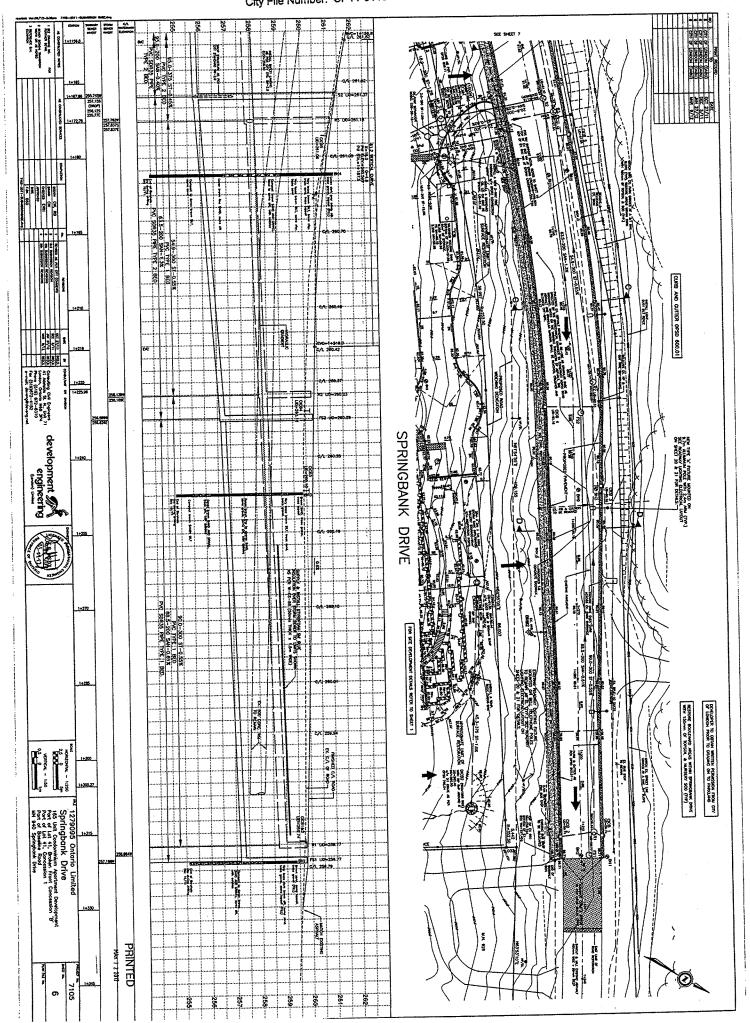
Proposed Parkland Location (2 acres)



Schedule "G" Page 1 of 17

Drawing Title: Springbank Drive Drawing Author: Development Engineering

Drawing Author: Development Engineering
Drawing Number: 6
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



of 17

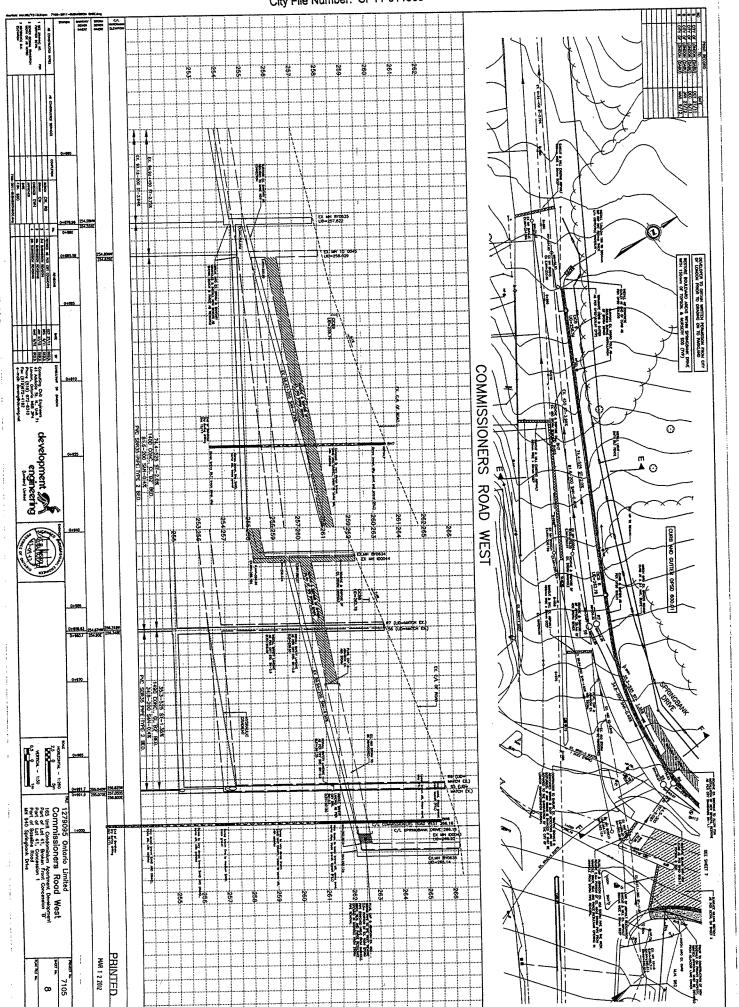
Springbank Drive r: Development Engineering

PLANCH PLANCH PARTICIPATION

Schedule "G" Page 3 of 17

Drawing Title: Commissioners Rd W Drawing Author: Development Engineering Drawing Number: 8

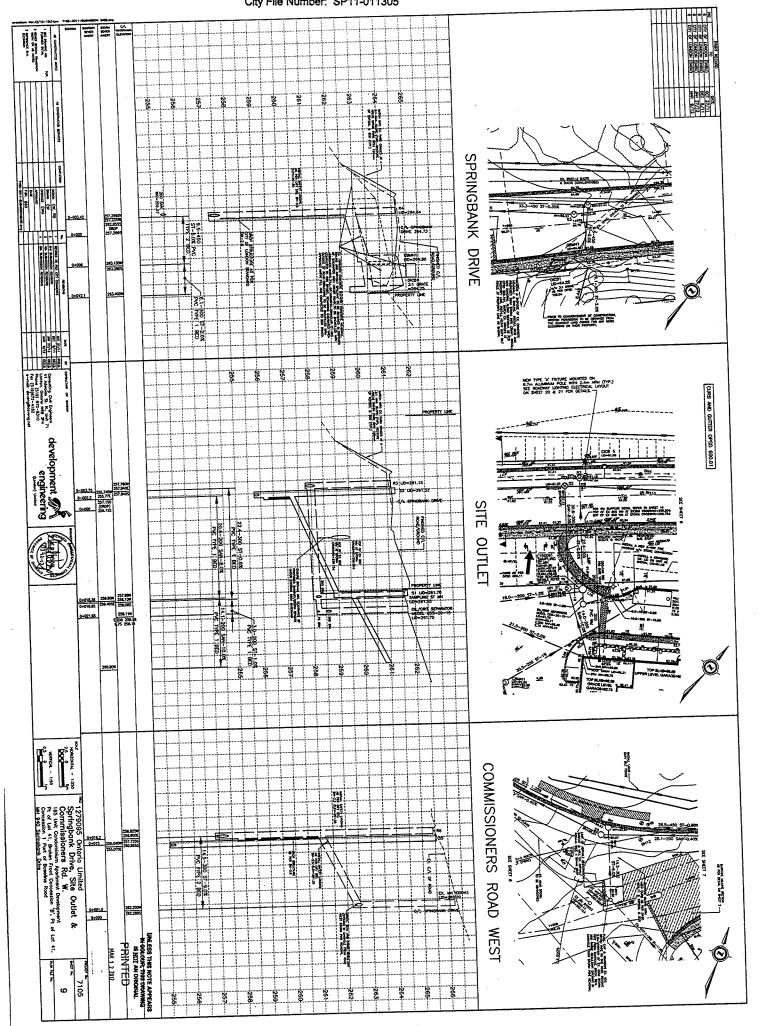
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



Schedule "G" Page 4 of 17

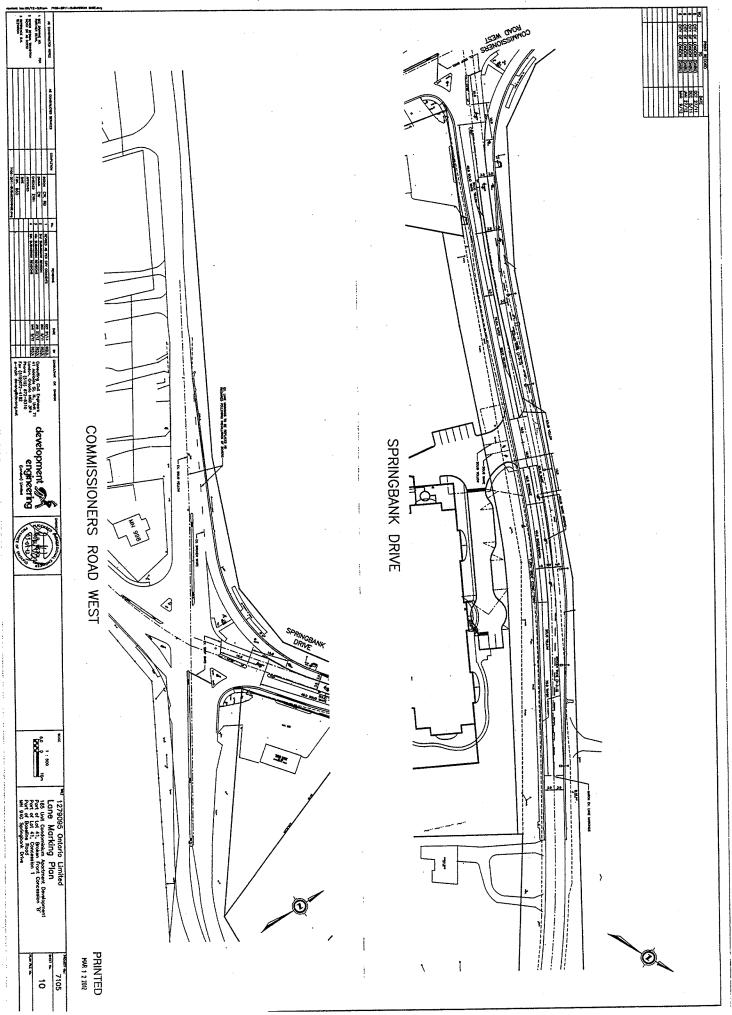
Drawing Title: Springbank Dr, Site Outlet and Commissioners Rd W

Drawing Ittle: Springbank Dr, Site Outlet and Drawing Author: Development Engineering Drawing Number: 9
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



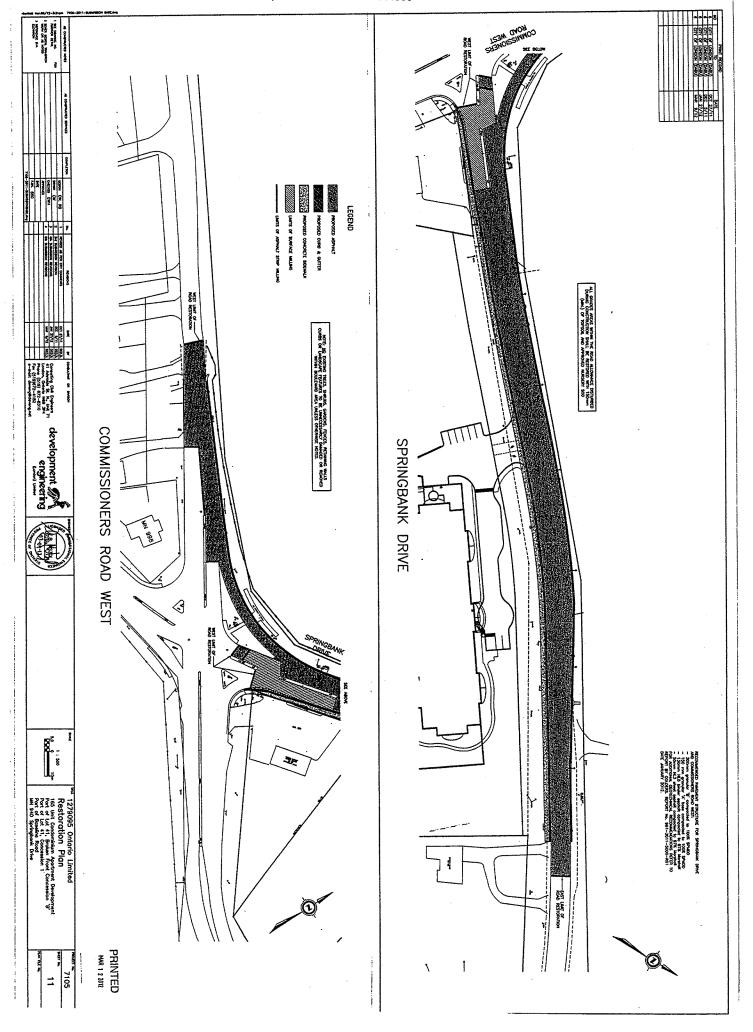
Schedule "G" Page 5 of 17

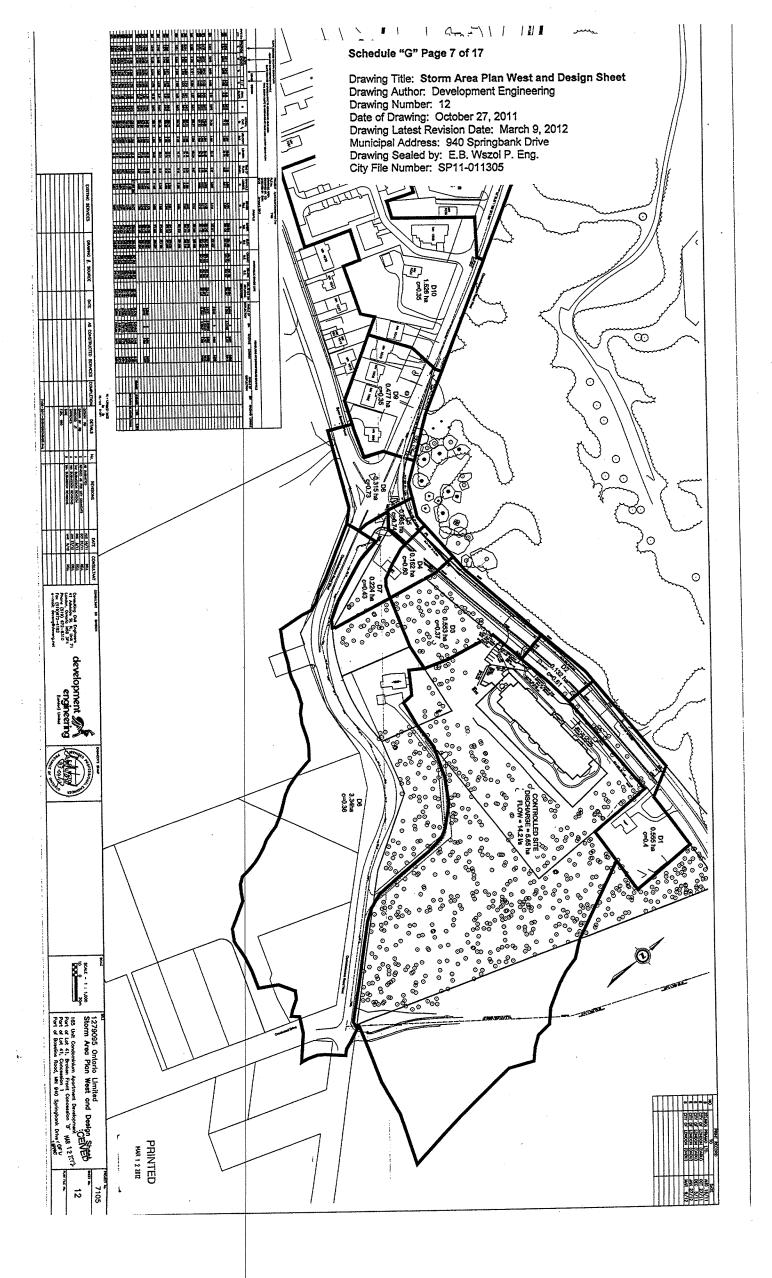
Drawing Title: Lane Markings Plan
Drawing Author: Development Engineering
Drawing Number: 10
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305

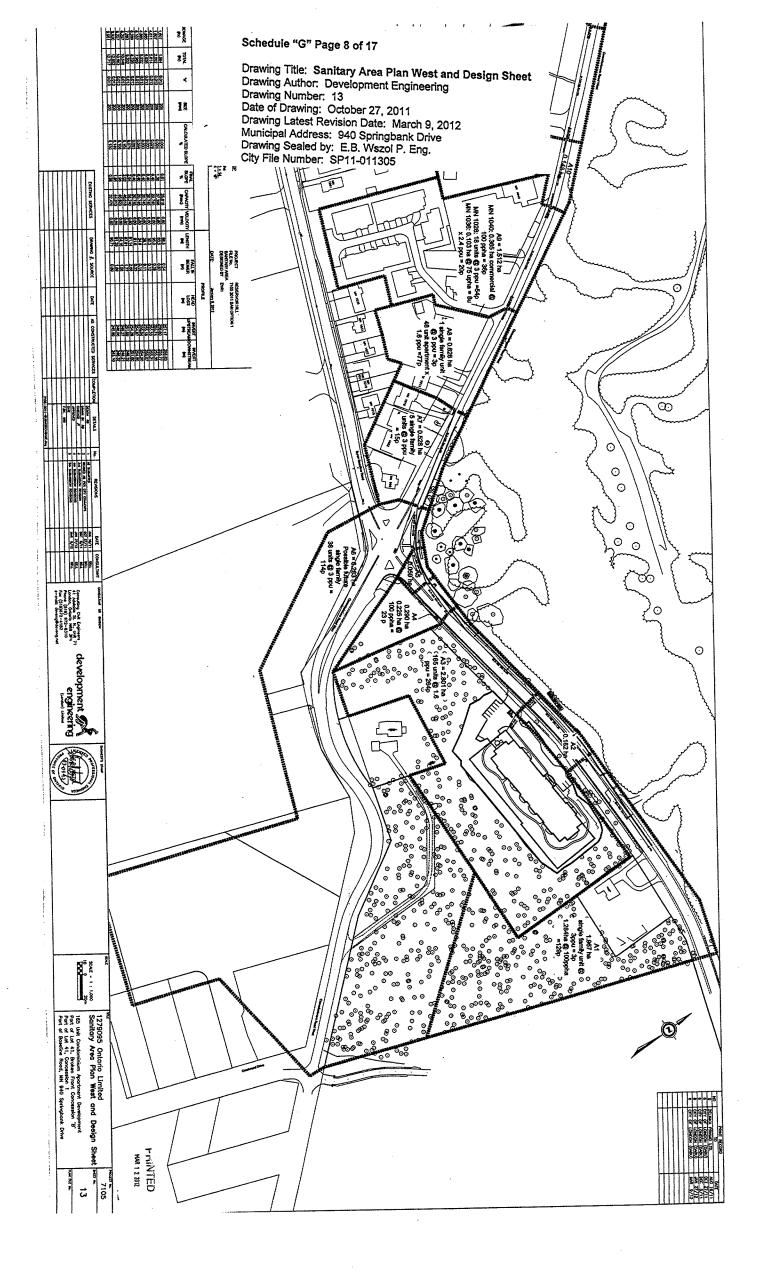


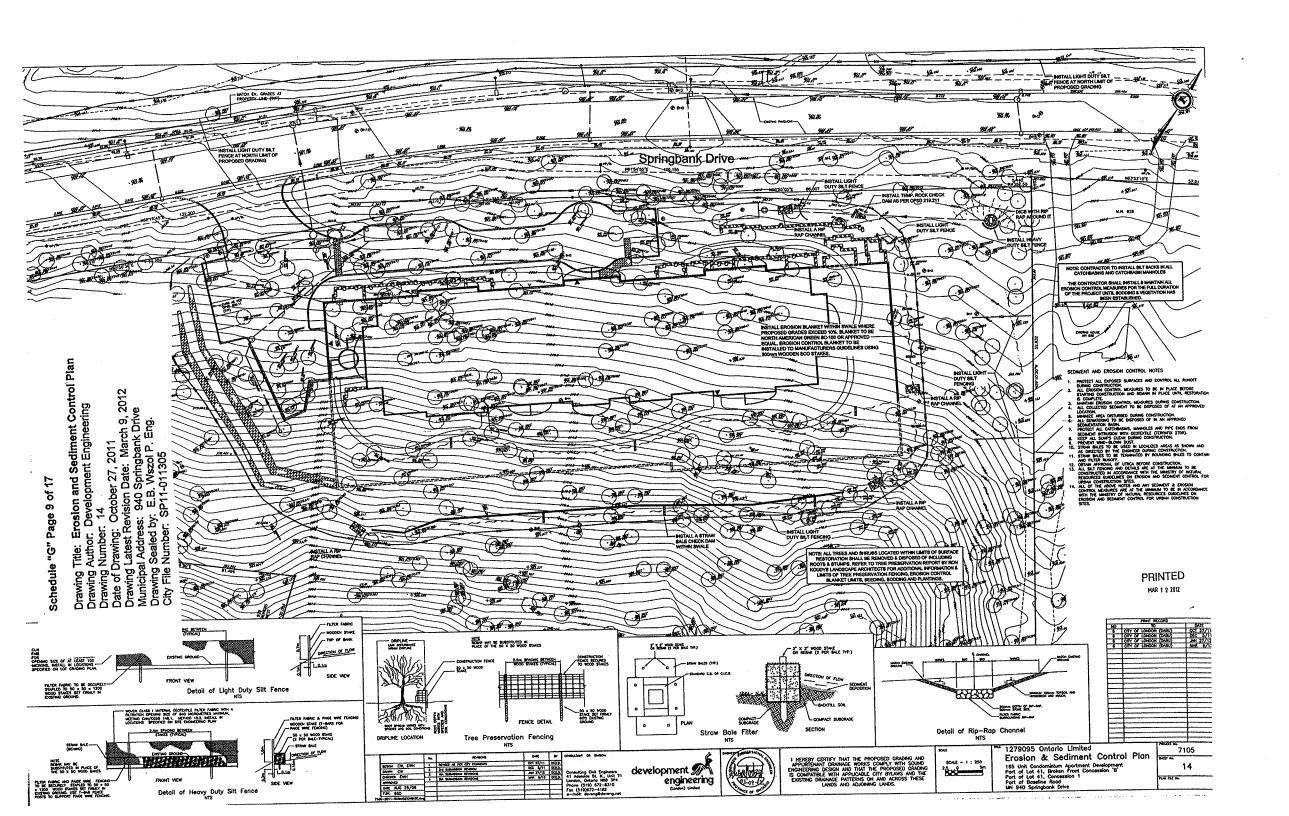
Schedule "G" Page 6 of 17

Drawing Title: Restoration Plan
Drawing Author: Development Engineering
Drawing Number: 11
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



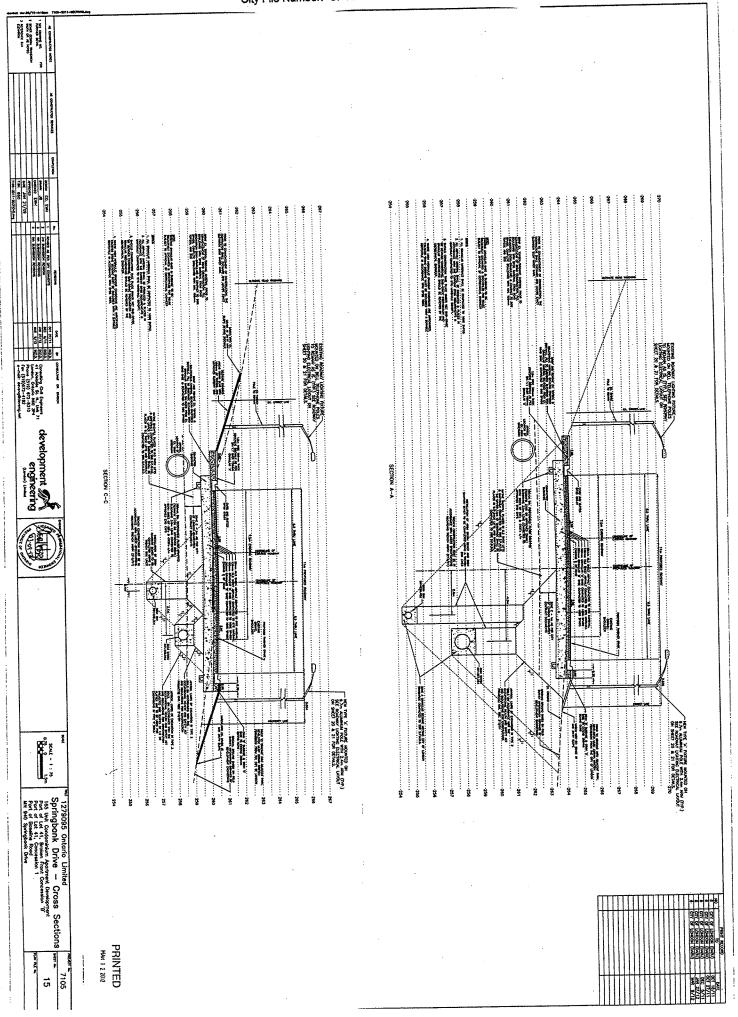






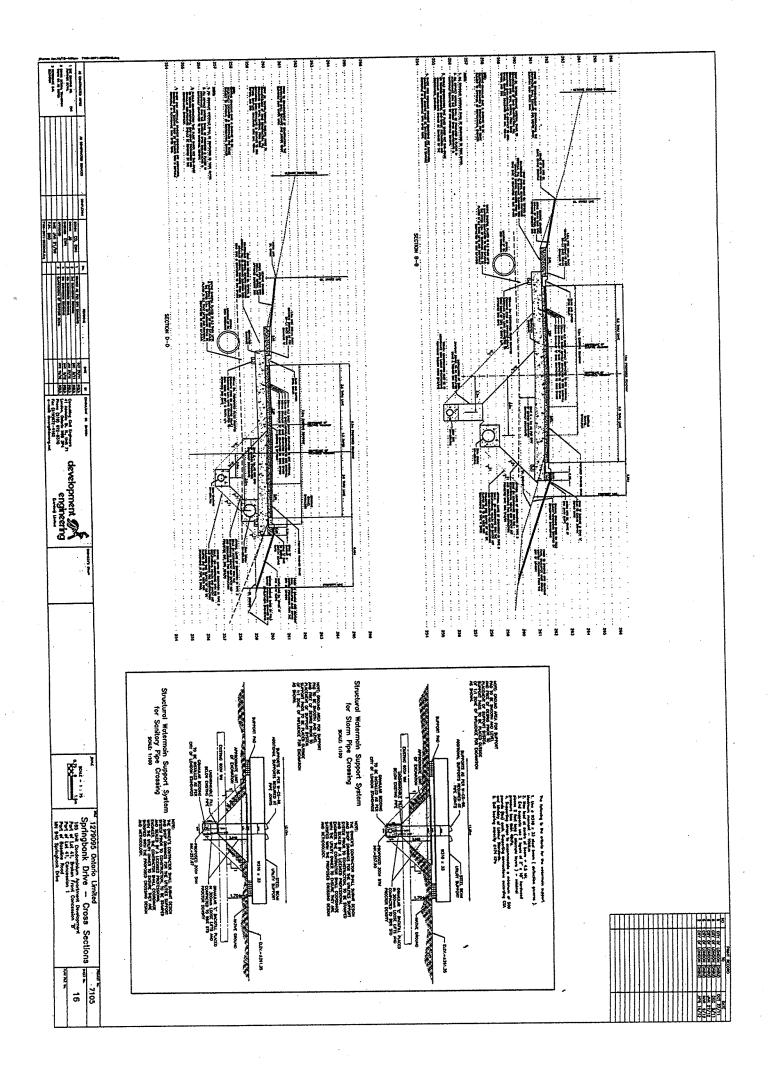
Schedule "G" Page 10 of 17

Drawing Title: Springbank Drive – Cross Section
Drawing Author: Development Engineering
Drawing Number: 15
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



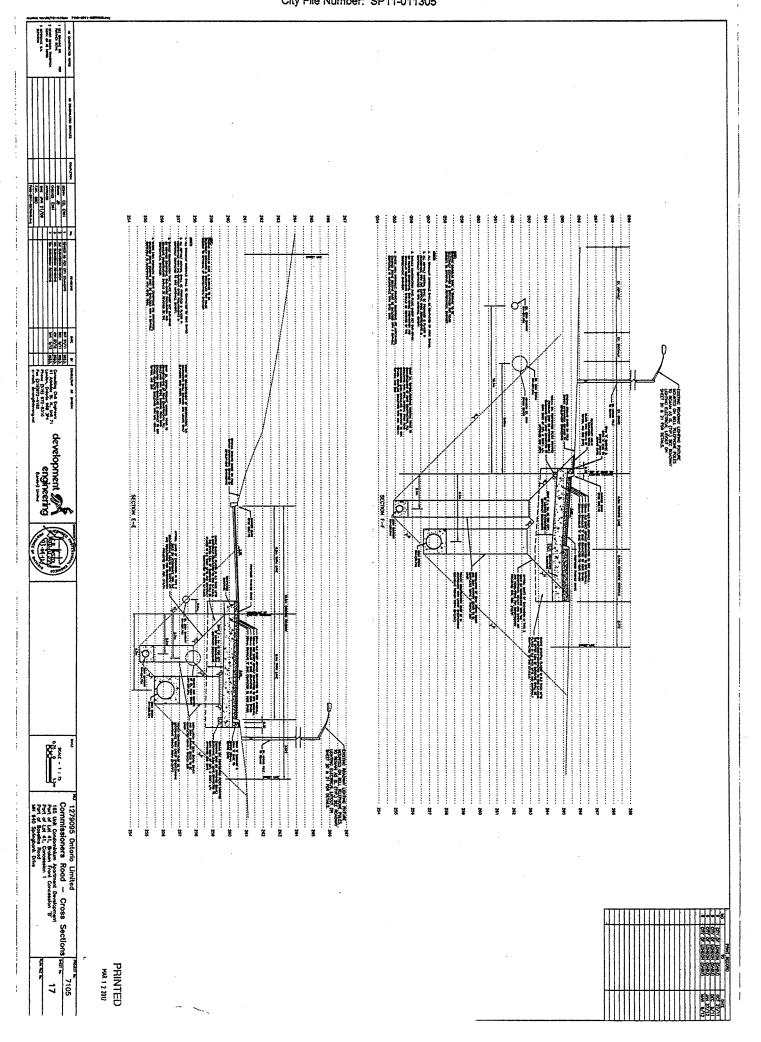
Schedule "G" Page 11 of 17

Drawing Title: Springbank Drive – Cross Section
Drawing Author: Development Engineering
Drawing Number: 16
Date of Dfawing: October 27, 2011
Drawing Latest Revision Date: April 16, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



Schedule "G" Page 12 of 17

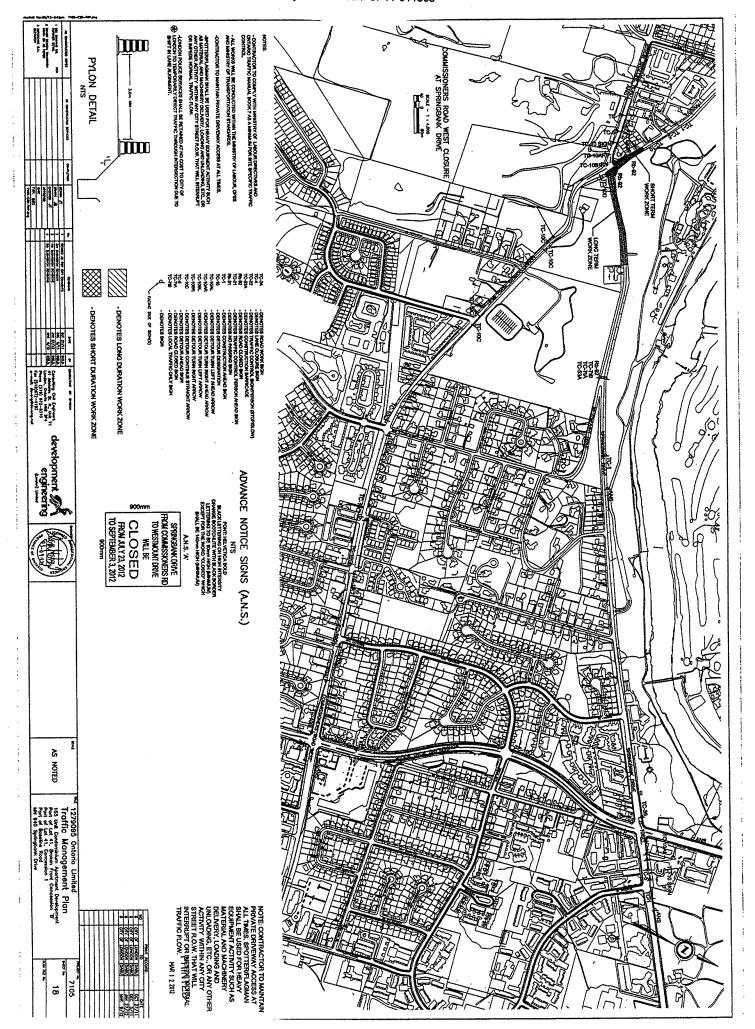
Drawing Title: Commissioners Road – Cross Section
Drawing Author: Development Engineering
Drawing Number: 17
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



Schedule "G" Page 13 of 17

Drawing Title: Traffic Management Plan
Drawing Author: Development Engineering
Drawing Number: 18
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springback Drive

Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305

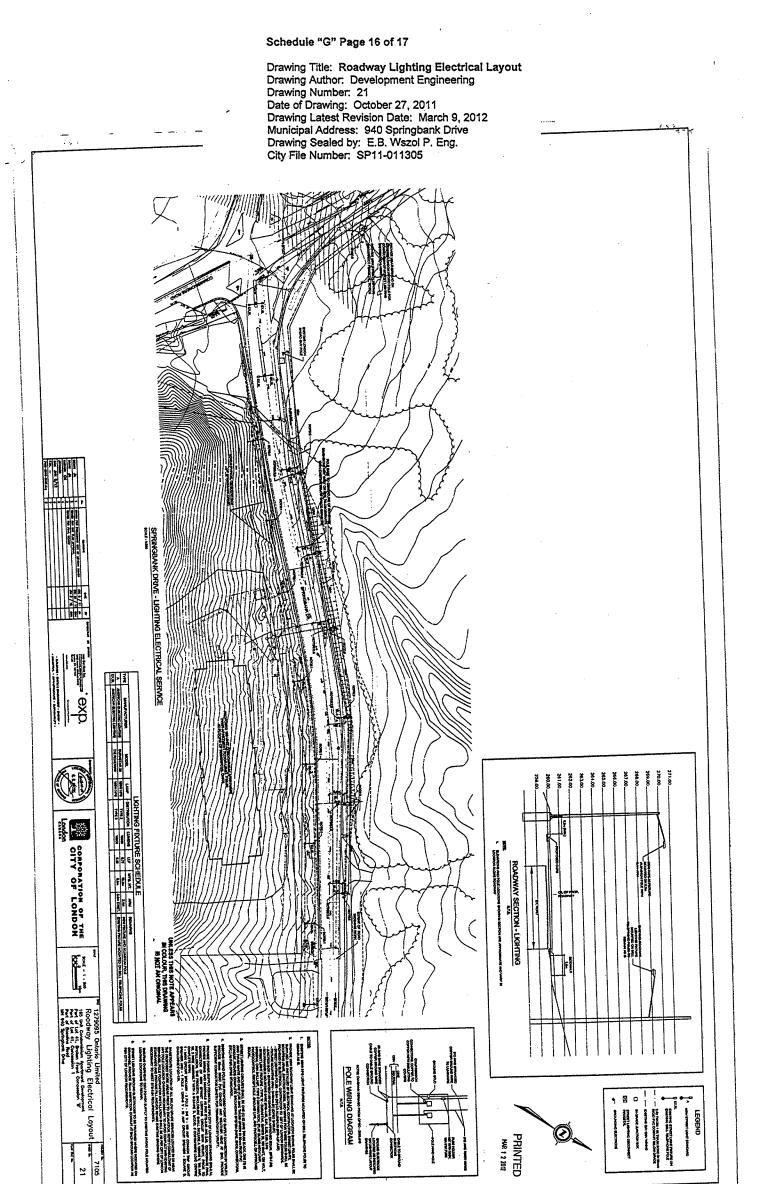


Drawing Title: Traffic Management Plan Drawing Author. Development Engineering Drawing Number. 19
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305

PHASE 1 COMMISSIONERS ROAD WEST REDUCED LANES AT SPRINGBANK DRIVE FOR SHORT TERM DURATION WORK ZONE OF SANITARY SEWER EAST OF EXISTING MANHOLE BY0635 2044 - 1 : 7% 0 COMMISSIONERS ROAD WEST DENOTES POLICE SERVICES COMMISSIONERS ROAD WEST PHASE 2
COMMISSIONERS ROAD WEST REDUCED
LANES AT SPRINGBANK DRIVE FOR
SHORT TERM DURATION WORK ZONE
OF SANITARY AND STORM SEWER WORKS SCALE - 1 : 750 ********* 0 COMMISSIONERS POUR WEST ...drc-m COMMISSIONERS ROAD WEST NOTE: THE CONTRACTOR HAS THE OPTION TO EITHER MAINTAIN TRAFFIC AS PER ABOVE PLANS OR THEY SHALL CLOSE COMMISSIONERS ROAD WEST FOR A SHORT DURATION, NOT TO EXCEED 5 DAYS, TO FULLY COMPLETE THE WORK INCLUDING FULL DESCRIPTION AS PER THE MEY BEAM ON SHEET 22 NOTE: IF CONTRACTOR CHOOSES **OPTION TO CLOSE COMMISSIONERS** PRINTED ROAD WEST, SPRINGBANK DRIVE NOTE: CONTRACTOR TO MAINTAIN MARY 1 307912 PRIVATE DRIVEWAY ACCESS AT MUST REMAIN OPEN WHILE WORK RESTORATION AS PER THE KEY PLAN ON SHEET 22. ALL TIMES, SPOTTER/FLAGMAN - ALL WORKS WILL BE CONDUCTED WITHIN THE MINISTRY OF LABOUR, OPES AND MINISTRY OF TRANSPORTATION STANDARDS. IS PERFORMED ON COMMISSIONERS SHALL BE USED FOR HEAVY ROAD WEST. DENOTES DETOUR DESKRATION
 DENOTES DETOUR TURN LEFT AHEAD ARROW
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- DENOTES DETOUR TUNN BOTH PROOF
- DENOTES DETOUR CONTINUE STRAIGHT ARROW
- DENOTES DETOUR AVEAD SIGN
- DENOTES BOTOUR AVEAD SIGN
- DENOTES LOCAL TRAFFIC ONLY SIGN UNLOADING, ETC., OR ANY OTHER ACTIVITY WITHIN ANY CITY - DENOTES LONG DURATION WORK ZONE -LONDON POLICE SERVICES SHALL BE RETAINED AT NO COST TO CITY OF LONDON TO TEMPORARLY DIRECT TRAFFIC THROUGH INTERSECTION DUE TO SHIFT IN LANE ALKINAMENT. STREET R.O.W. THAT WILL INTERRUPT OR IMPEDE NORMAL TRAFFIC FLOW. - DENOTES SHORT DURATION WORK ZONE 1279095 Ontario Limited 7105 Traffic Management Plan development M 19 1 ME SAMUE IN. AS NOTED engineering --ne ni e SEMPORT BAL

Schedule "G" Page 15 of 17 Drawing Title: Roadway Lighting Photo Metrics Drawing Author: Development Engineering Drawing Number: 20 Date of Drawing: October 27, 2011 Drawing Latest Revision Date: March 9, 2012 Municipal Address: 940 Springbank Drive Drawing Sealed by: E.B. Wszol P. Eng. City File Number: SP11-011305 SPRINGBANK DRIVE - LIGHTING PHOTOMETRICS CITY OF LONDON ANTON (BANANY) (FARLE 3 - 1998) AND 12 U 22 AND 12 12 CECENO

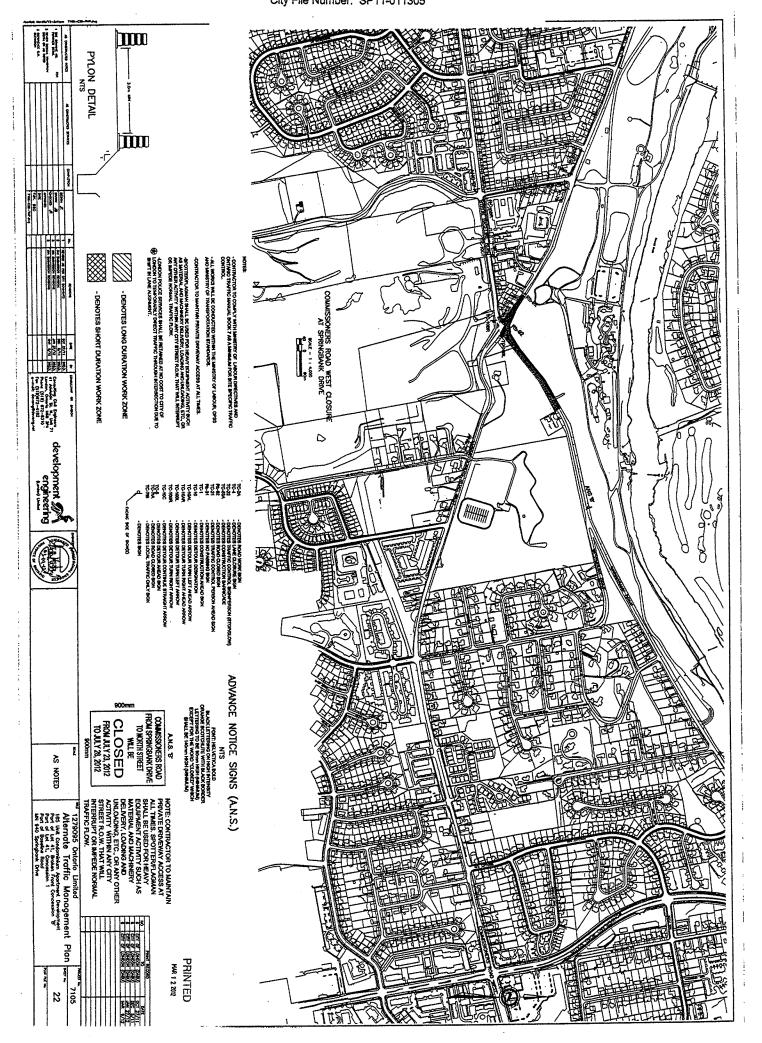
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Schedule "G" Page 17 of 17

Drawing Title: Alternate Traffic Management Plan Drawing Author: Development Engineering

Drawing Author: Development Engineering
Drawing Number: 22
Date of Drawing: October 27, 2011
Drawing Latest Revision Date: March 9, 2012
Municipal Address: 940 Springbank Drive
Drawing Sealed by: E.B. Wszol P. Eng.
City File Number: SP11-011305



SCHEDULE "H"

| This is So | chedule "H" to the Development Agreement dated this | day of, |
|-------------|---|------------------|
| 20, betv | ween The Corporation of the City of London and | to which it is |
| attached a | and forms a part. | |
| TO: The C | Corporation of the City of London | |
| · | Certificate of Completion of Works | |
| For Good | I and Valuable Consideration now paid by The Corporation of the | City of London |
| hereinafte | er called the "City", the receipt and sufficiency of which I hereby ackno | wledge, I hereby |
| certify tha | at the municipal services constructed pursuant to the Developr | nent Agreement |
| registered | as Number relating to Plan Number have been - | |
| | | |
| (a) ins | spected during installation in accordance with standard engineering pr | actice; and |
| | | |
| ` ' | nstructed and installed in accordance with the plans and specification e City Engineer. | ons approved by |
| | ertified and delivered under my/our hand and professional seal at the | City of London, |

Registered Professional Engineer

SCHEDULE "I"

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) <u>Obligation to Grade According to Accepted Plan:</u> 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 filled with the City Engineer of the City of London.
- (ii) <u>Certified Lot Grading Plan:</u> 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) <u>Continuation of Covenant:</u> 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.

Bibliography of Information and Materials- 940 Springbank Drive SP11-011305

Reference Documents:

City of London. Official Plan, June 19, 1989, as amended.

City of London. Zoning By-law No. Z.-1, May 21, 1991, as amended.

Provincial Policy Statement, March 1, 2005

City of London, Notice of Application, April 19, 2011.

City of London, Notice of Public Meeting, May 27, 2011.

City of London, Notice of Public Meeting, April 12, 2012.

City of London, Living in the City - Saturday, April 14, 2012.

City of London, Site Plan By-law C.P.-1455-451

Golders Associates-Geotechnical Investigation November 1999

Golders Hydrogeological Review September 8, 2000

Golders Geotechnical Review September 2009

Golders Hydrogeological Review April 1, 2011

Dillon Peer Review of Golders Hydrogeological Review October 17, 2011

Golders Hydrogeological Review October 19, 2011

Golders Hydrogeological Conditions October 27, 2011

Terraprobe Geotechnical Peer Review-November 28, 2011

Terraprobe Draft Addendum 1, December 5, 2011

Golders Response to Peer Review December 21, 2011

Terraprobe Response to Golder Associates January 10, 2012

Golder Associates-Geotechnical Investigation January 30, 2012

Golder Associates-Additional Geotechnical and Hydrogeological Comments March 29, 2012

Tree Retention Report by Ron Koudys Landscape Architect Inc. August 2011

Noise Assessment Report by Development Engineering London Ltd. August 16, 2011

Urban Design Brief by Zelinka Priamo Limited, October 2011

Letter to A. Patton-February 9, 2012

Letter from A. Patton February 14, 2012

Letter from A. Patton January 4, 2012

Letter from A. Patton February 13, 2012

Letter to A. Patton February 15, 2012