

File Number: 39T-04510

<b>TO:</b>	<b>CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE</b>
<b>FROM:</b>	<b>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT</b>	<b>SUBDIVISION SPECIAL PROVISIONS APPLICANT: FOXHOLLOW NORTH KENT DEVELOPMENTS INC. FOXHOLLOW NORTH KENT SUBDIVISION – PHASE 1 1388 SUNNINGDALE ROAD WEST 39T-04510 MEETING ON MAY 23, 2017</b>

<b>RECOMMENDATION</b>
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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 Foxwhollow North Kent Developments Inc. for the subdivisions of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the north side of the Heard Drain, between Wonderland Road and Hyde Park Road, all on the south side of Sunningdale Road West, municipally known as 1388 Sunningdale Road West.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc. for the Foxhollow North Kent Subdivision, Phase 1(39T-04510) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues attached as Schedule “B”,
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

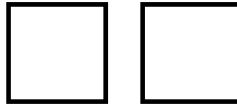
<b>BACKGROUND</b>
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The application for Draft Plan of Subdivision Approval was originally accepted on November 17, 2004. After a number of modified versions of the plan it was approved by the Approval Authority on October 14, 2009. A number of draft approval extensions have occurred since the original draft approval date. The current expiry date for draft approval is October 14, 2018.

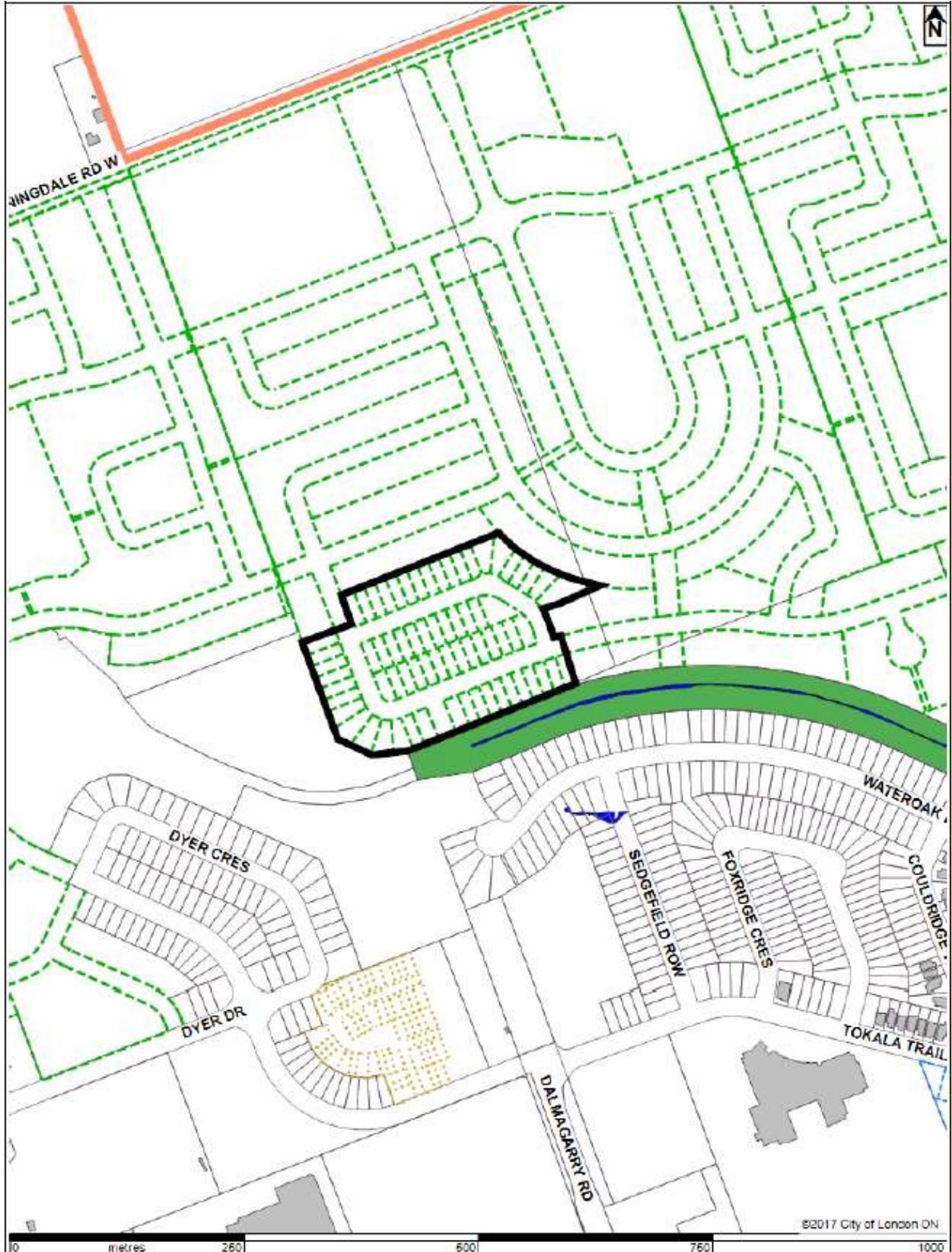
This first phase of the subdivision consists of 69 single family detached lots. Access to this first phase will be via the extension of Waterloo Drive from the Claybar Subdivision immediately to the south.






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

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

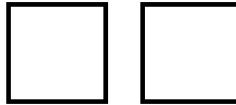


File Number: 39T-04510



<p align="center"><b>LOCATION MAP</b></p> <p>Subject Site: 1284 and 1388 Sunningdale Road West          Applicant: Auburn Developments Inc.          File Number: 39T-04510- Phase 1          Planner: Craig Smith          Created By: Craig Smith          Date: 2017-02-28          Scale: 1:5000</p> <p align="center">Corporation of the City of London          Prepared By: Planning and Development</p>	<p align="center"><b>LEGEND</b></p> <ul style="list-style-type: none"> <li> Subject Site</li> <li> Parks</li> <li> Assessment Parcels</li> <li> Buildings</li> <li> Address Numbers</li> </ul>
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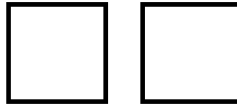




File Number: 39T-04510

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<b>C. SMITH SENIOR PLANNER DEVELOPMENT SERVICES DIVISION</b>	<b>ALLISTER MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES</b>
<b>CONCURRED BY:</b>	<b>SUBMITTED BY:</b>
<b>JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES</b>	<b>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>

AM/fg  
Attach.



File Number: 39T-04510

## Schedule "A"

### SPECIAL PROVISIONS

#### 5. STANDARD OF WORK

**Remove** Subsection 5.7 as there are no rear yard catchbasins in this Plan.

~~5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.~~

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

#### 16. PROPOSED SCHOOL SITES

**Remove** Subsection 16.3 as there are no school blocks.

~~16.3 The Owner shall set aside an area or areas (being Block(s) \_\_\_\_\_) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

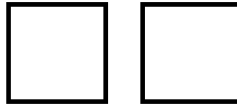
~~16.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

~~16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~16.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~16.7 The Owner agrees that the school blocks shall be:~~

- ~~(a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and~~
- ~~(b) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.~~



File Number: 39T-04510

~~16.8 Where the Owner has been required to improve the site by grading, top soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of his obligations under this Agreement.~~

~~16.9 If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.~~

## 25.1 STANDARD REQUIREMENTS

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

- (e) Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall designate to the City which Lots in the Plan the Owner initially wants to remove from the holding provision, up to the maximum **53 Lots** that may develop without restrictions.

**Remove** Subsection 25.1 (h) as there are no walkways in this Plan.

~~(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(s) (Block(s) \_\_\_\_\_) in accordance with City Standard No. SR-7.0.~~

**Add** the following new Special Provisions:

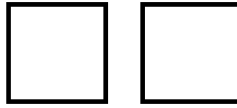
- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall make all necessary arrangements with any required owner(s) to have any existing easement(s) in this Plan quit claimed to the satisfaction of the City and at no cost to the City.
- # The Owner shall make all necessary arrangements to construct adequate municipal services, grading, drainage and accesses over external lands, to develop this Plan, all to the satisfaction of the City Engineer, at no cost to the City.
- # The Owner shall not develop Lot 50 in this Plan until upstream servicing is complete to the satisfaction of 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) Decommissioning/Removal of temporary SWM Facility and all associated works, an amount of \$6,000;
- # The Owner shall obtain all necessary permits from the UTRCA prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the UTRCA.
- # The Owner shall include in all Purchase and Sale and/or Lease Agreements the requirement that the homes to be designed and constructed on all corner lots (Lots 13-14, 38-39, 25, 50, and 69), are to have design features, such as but not limited to porches, windows or other architectural amenities that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard. Further, the owner shall obtain approval of their proposed design from the Managing Director of Planning and City Planner and his/her designate prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.

## 25.2 CLAIMS

**Replace** Subsection 25.2 as there are no eligible claims in this Plan of subdivision.

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





File Number: 39T-04510

~~(a) Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City and as authorized by the City in accordance with this Agreement, and which are eligible for a claim and the claim is made against a development charge Reserve Fund or the Capital Works Budget, the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1496-244 Schedule 8 as amended (the "Development Charges By-law"), including but not limited to, requirements for a work plan, tendering of construction works and completeness of claims.~~

~~(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 Reserve Fund.~~

~~The anticipated reimbursements from the development charge Reserve Funds are:~~

~~(i) for the construction of XXXXXXXXXXXXX, the estimated cost of which is \$\_\_\_\_\_;~~

~~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.~~

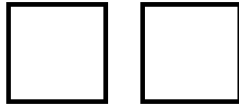
~~Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.~~

~~(c) Upon approval of an application for a claim to a development charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits of discussed above and in accordance with the Council approved "Source of Financing Report" and the then in force Development Charges By-law and any policies established thereunder.~~

**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 Medway Creek Subwatershed Study and any addendums/amendments;
  - ii) The preferred storm/drainage and SWM servicing option of the Municipal Class EA and any addendum for the Fox Hollow lands;
  - iii) The accepted Functional SWM Report for the proposed Fox Hollow SWM Facility # 3;
  - iv) The accepted Functional SWM Report for the temporary SWM Facility to service Phase 1;



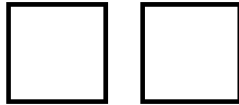
File Number: 39T-04510

- v) 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.
- vi) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
- vii) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
- viii) The City of London Design Specifications and Requirements Manual, as revised;
- ix) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
- x) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies including the City, the Ministry of the Environment and Climate Change and the Upper Thames River Conservation Authority.

**Add** the following new Special Provisions:

- # The Owner shall construct a temporary stormwater management facility to service this Plan and until said works are decommissioned, the Owner shall complete the following to the satisfaction of the City Engineer, and at no cost to the City:
    - i) Operate, monitor and maintain the temporary works and associated works over lands external to this Plan as required herein until the said sewers and SWM Facility are assumed by the City;
    - ii) Have their professional engineer submit semi-annual monitoring reports to the City Engineer demonstrating that the works perform in accordance with the approved design criteria. The reports are to provide test results on the volume and nature of the sediment accumulating in the works. The timing and content of the monitoring reports is to be in accordance with the City's "Monitoring and Operational Procedure for Stormwater Management Facilities" guidelines. The Owner shall ensure that the monitoring program commences when building permits have been issued on fifty percent (50%) of the lots in the Plan and shall continue until the temporary works are decommissioned;
    - iii) Remove and dispose of any sediment to an approved site;
    - iv) Address forthwith any deficiencies of the temporary works and/or monitoring program, and
    - v) Decommission the temporary SWM works within six months of the ultimate connections to Fox Hollow SWM Facility # 3 to this Plan are constructed and operational.
- The Owner is responsible for all costs related to the temporary works including decommissioning and any redirection of sewers and overland flow routes.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the proposed temporary stormwater management system, as identified on the accepted engineering drawings, to the satisfaction of the City.
  - # All Lots/Blocks abutting Open Space Blocks used primarily for stormwater management facilities and/or conveyance systems shall be monumented as per City standards and to the satisfaction of the City Engineer, at no cost to the City. Further, should the property owner desire to construct a fence at the intersection (on the property line) with the Open Space SWM blocks, fencing shall be in accordance with the current City park standards (SPO 4.8) or approved alternative, at no cost to the City.





File Number: 39T-04510

- # The Owner shall restore any disturbed areas within the Heard Drain to existing or better condition to the satisfaction of the City, at no cost to the City
- # The Owner shall construct a temporary diversion swale to be left in place until the implementation of Fox Hollow Phase 1 (north cell) at the rear of Lots 1 to 8 as per the accepted engineering drawings, both inclusive at the west limit of the plan as per the accepted engineering drawings, to the satisfaction of the City.
- # The Owner acknowledges that the City shall retain the existing easement ER682817 (registered December 23, 2009 in accordance with the Heard Drain agreement dated December 1, 2009) over lands external to this Plan.
- # The Owner shall co-ordinate the construction of the works associated with this Plan with the City's proposed construction of the Fox Hollow SWM Facility # 3, all to the satisfaction of the City, at no cost to 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 Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 375 mm diameter storm sewer on Waterloo Drive and proposed major and minor storm system design for this Plan outletting to the proposed Regional Fox Hollow SWM Facility # 3 and the existing realigned Heard Drain.

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 park/school blocks in this Plan.

- ~~(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.~~

**Remove** Subsection 25.8 (j) as this is not applicable.

- ~~(f) The Owner shall register on title of Block \_\_\_\_\_ in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block \_\_\_\_\_ 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 \_\_\_\_\_ described \_\_\_\_\_, 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.~~

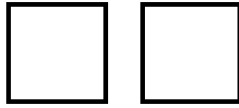
**Remove** Subsection 25.8 (o) and **replace** with the following:

- (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 450 mm diameter sanitary sewer on Waterloo Drive.

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:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct new services and/or make adjustments to the existing works and services on Waterloo Drive in Plan 33M-676 and Plan 33R-18005, adjacent to this Plan to accommodate the proposed works and services on this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to



File Number: 39T-04510

the satisfaction of the City Engineer, at no cost to the City.

## 25.9 WATER SERVICING

**Remove** Subsection 25.9 (b) as this condition is only applicable to Blocks.

~~(b) Prior to the approval of the water service connection by the City Engineer and the issuance of a building permit, the Owner shall refrain from installing water service to any Block Lot.~~

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

- (d) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the City. The measures which are necessary to meet water quality requirements, including their respective flow settings, etc. shall be shown clearly on the engineering drawings.

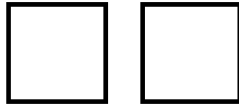
**Add** the following new Special Provisions:

- # The Owner shall ensure implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device from the time of their installation until removal/assumption. Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner.
- # The Owner shall ensure the limits of any request for Conditional Approval shall conform to the phasing plan as set-out in the accepted water servicing design study and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the phasing as set out in the accepted design study, and the watermains are not installed to the phase limits, the Owner would be required to submit a revised plan and hydraulic modeling as necessary to address water quality.
- # Prior to the issuance of any Certificate of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:
- i) construct watermains to serve this Plan and connect them to the existing high-level municipal system, namely, the existing 200 mm diameter watermain on Waterloo Drive;
  - ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 53 units; and
  - iii) Have their consulting engineer confirm to the City that the watermain system has been constructed, is operational, and is looped from the watermain on Waterloo Drive through this Plan to Waterloo Drive in Plan 33M-676 to the south.

## 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 Waterloo Drive in this Plan joins with Waterloo Drive in Plan 33R-18005, including all underground services and all related works as per the accepted engineering drawings; and
  - (ii) a fully serviced road connection where Waterloo Drive on Part 12, 33R-18005 joins with Waterloo Drive in Plan 33M-676, including all underground services and all related works as per the accepted engineering drawings;



File Number: 39T-04510

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 Waterloo Drive in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

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 (n) as there are no walkways in this Plan.

~~(n) — Prior to the issuance of any Certificate of Conditional Approval, concrete sidewalks shall be constructed on all pedestrian walkways shown in this Plan in accordance with City Standard SR-7.0 and accepted design drawings and shall extend to the travelled portion of the streets connected by the walkway. Concrete drainage swales and chain link fence shall be provided in accordance with City standard SR-7.0 and accepted design drawings along both sides of such walkways for their entire length. Alternative concrete sidewalks with a flat cross-section, without swales, may be substituted upon approval of the City. Ornamental obstacle posts shall be provided in all walkways as required by the City.~~

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

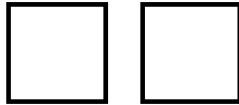
- (q) Where traffic calming measures are required within this Plan:
- (iv) The Owner shall include in any Agreement of Purchase and Sale or Lease for the transfer of Lots 13, 14, 33-36 inclusive on Heardcreek Trail in this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots away from the traffic calming measures on the said street, including raised intersections, to be installed as traffic control devices, to the satisfaction of the City Engineer.

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

- (r) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Waterloo Drive via Tokala Trail.

**Add** the following new Special Provisions:

- # The Owner shall construct a raised intersection on Heardcreek Trail at Waterloo Drive, as per the accepted engineering drawings to the satisfaction of the City.



File Number: 39T-04510

- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct the extension of Waterlooak Drive outside this Plan over Part 13 on Plan 33R-18005 with all underground servicing and a minimum of Granular 'B' road consistent with the servicing of Waterlooak Drive within this Plan as required herein, all to the specifications of the City Engineer and at no cost to the City.
  - # The Owner shall maintain the extension of Waterlooak Drive over Part 13, on Plan 33R-18005 until construction is fully complete, all deficiencies are cleared, a Certificate of Completion of Works covering the road construction has been issued to the City by the Owner's Consulting Professional Engineer and the road is assumed by the City, all to the satisfaction of the City Engineer, at no cost to the City.
  - # Prior to assumption, the Owner shall prepare a reference plan to the City's satisfaction and pay for the cost of registering and depositing the dedication by-law to create the portion of Waterlooak Drive over part of Part 13, Plan 33R-18005.
  - # The Owner shall remove the temporary turning circle on Waterlooak Drive and adjacent lands, in Plan 33M-676 to the south of this Plan, and complete the construction of Waterlooak Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.
- If funds have been provided to the City by the Owner of Plan 33M-676 for the removal of the temporary turning circle and the construction of this section of Waterlooak Drive 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 Waterlooak Drive in Plan 33M-676 is constructed as a fully serviced road by the Owner of Plan 33M-676, then the Owner shall be relieved of this obligation.
- # ~~Barricades are to~~ shall be maintained at the limits of all streets in this Plan until assumption of this Plan ~~of Subdivision or as otherwise directed by the City.~~ ~~At the time of~~ Upon assumption of this Plan, 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 Plan 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.
- # The Owner shall be required to make minor boulevard improvements on Waterlooak Drive adjacent to this Plan, consisting of clean-up, grading and sodding as necessary, all to the specifications of the City and at no cost to the City,
  - # The Owner shall install OPSP 600.04 curb on Waterlooak Drive to direct flow to the Heard Drain as per the accepted engineering drawings, to the satisfaction of the City.

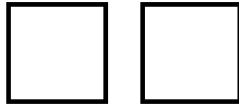
## 25.12 PARKS

**Add** the following new Special Provisions:

- # A sediment barrier shall be established along the Open Space limits of all park blocks lands and shall be sufficiently protected from sediment throughout the construction period, all to the satisfaction of the City Planner, and at no cost to the City.
- # Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to the open space, and 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, and at no cost to the City.
- # Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the City, and at no cost to the City.



File Number: 39T-04510



File Number: 39T-04510

**SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc. to which it is attached and forms a part.

**SPECIAL WORKS AND SERVICES****Roadways**

- Heardcreek Trail and Waterloo Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Red Pine Crossing shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.

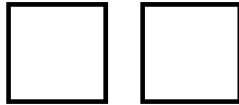
**Sidewalks**

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

- (i) Waterloo Drive – west boulevard
- (ii) Heardcreek Trail – south and west boulevards

**Pedestrian Walkways**

There are no walkways in this Plan.



File Number: 39T-04510

**SCHEDULE "D"**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc. 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 70, 71 and 72
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL (to be taken in future phases).
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

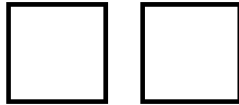
**LANDS TO BE SET ASIDE FOR SCHOOL SITE:**

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

Temporary access:	NIL
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File Number: 39T-04510

**SCHEDULE “E”**

This is Schedule “E” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc. 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:	\$ 217,124
BALANCE PORTION:	<u>\$1,230,369</u>
TOTAL SECURITY REQUIRED	\$1,447,493

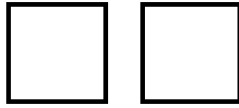
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

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.



File Number: 39T-04510

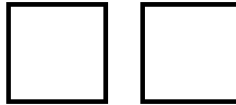
**SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc. to which it is attached and forms a part.

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

**Multi-Purpose Easements:**

No multi-purpose easements are required for this Plan.



File Number: 39T-04510

**Schedule "B"**

**Related Estimated Costs and Revenues**

Estimated DC Funded Servicing Costs	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF - None identified	\$0
Claims for developer led construction from UWRF - None identified.	\$0
Claims for City led construction from CSRF - None identified.	\$0
<b>TOTAL</b>	<b>\$0</b>
Estimated Total DC Revenues	Estimated Revenue
CSRF	\$1,871,556
UWRF	\$168,153
<b>TOTAL</b>	<b>\$2,039,709</b>

- 1 There are no eligible claims for this plan of subdivision.
- 2 Estimated Revenues are calculated using 2017 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed by:

  
 \_\_\_\_\_  
 Matt Feldberg  
 Manager, Development Finance

*May 8<sup>th</sup> / 2017*  
 \_\_\_\_\_  
 Date