

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng.
Managing Director, Development & Compliance Services &
Chief Building Official

Subject: Application By: Sifton Properties Limited
1420 Westdel Bourne
Riverbend South Subdivision – Phase 2
39T-16502 - Special Provisions

Meeting on: July 16, 2018

Recommendation

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited for the subdivision of land over Part of Lots 49 and 50, Concession 'B', (Geographic Township of Westminster), City of London, County of Middlesex, situated on the east side of Westdel Bourne, south of Oxford Street West, municipally known as 1420 Westdel Bourne:

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Riverbend South Subdivision, Phase 2 (39T-16502) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B";
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix "C"; and,
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfil its conditions.

Analysis

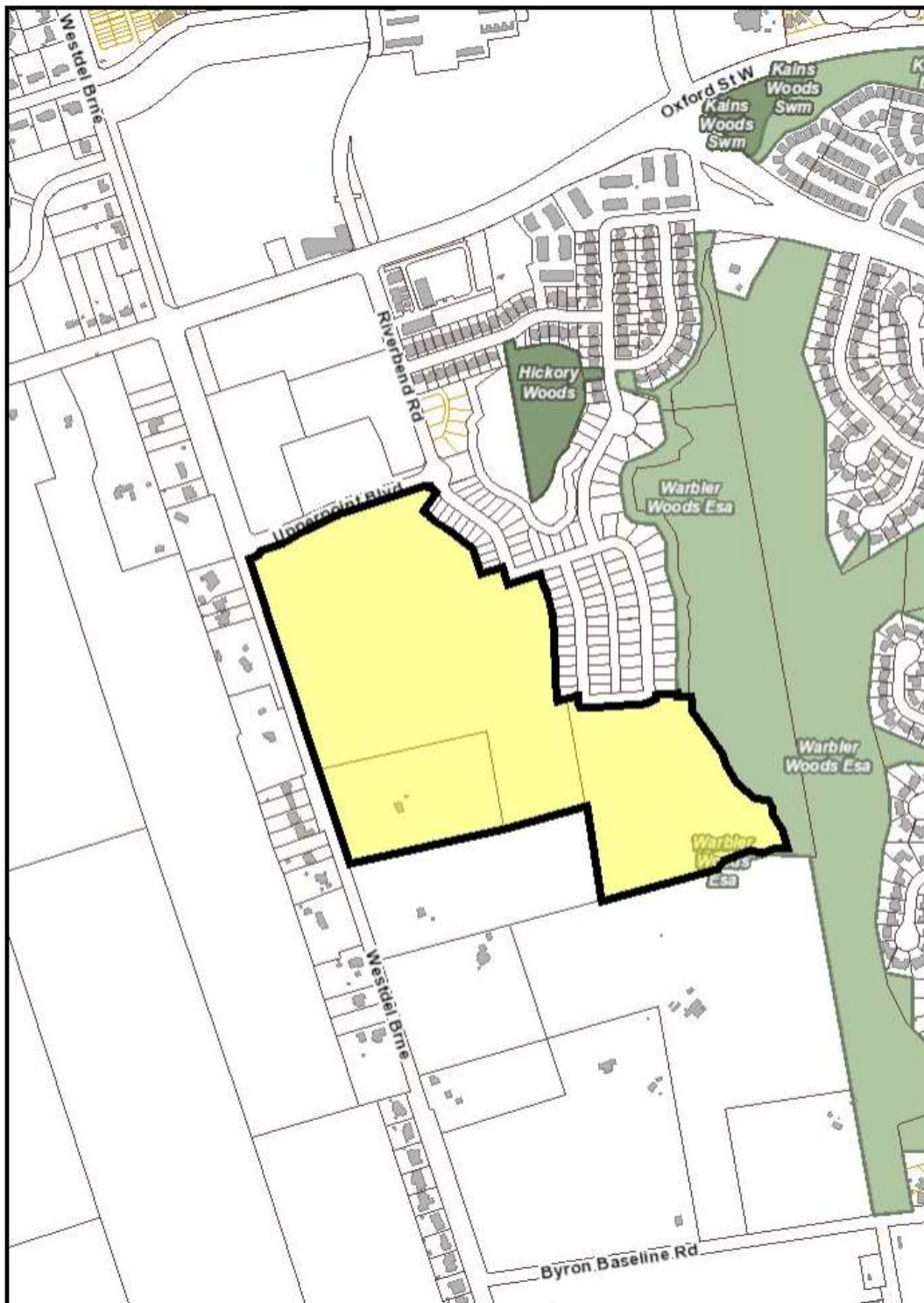
1.0 Site at a Glance

1.1 Property Description

The subject lands are within the Riverbend South Secondary Plan representing Phase 2 of the Sifton Properties Limited subdivision development (also referred to as Warbler Woods Phase II). The lands are located on the east side of Westdel Bourne, south of Oxford Street West; known municipally as 1420 Westdel Bourne and portions of 1826 and 1854 Oxford Street West, having an area of approximately 28 hectares (68 acres). The draft plan of subdivision consists of fourteen (14) single detached residential blocks, four (4) medium density residential blocks, one (1) high density residential block, one (1) school block, three (3) park blocks, one (1) open space block, one (1) walkway block, one (1) road widening block, two (2) reserve blocks, two (2) Neighbourhood Connector roads, and seven (7) Neighbourhood Streets. A public meeting to consider the draft plan was held on November 14, 2016. Draft plan approval was issued by the Approval Authority on December 22, 2016.

Development Services 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.

1.2 Location Map Phase 2 Riverbend South



Location Map

Subject Property: 1420 Westdel Brne
 Applicant: SIFTON PROPERTIES LIMITED
 File Number: 39T-16502
 Created By: Larry Mottram
 Date: 3/6/2018
 Scale: 1:8000

Legend

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

Corporation of the City of London



Prepared by:	Larry Mottram Senior Planner, Development Services
Recommended and Reviewed by:	Lou Pompili, MCIP RPP Manager, Development Planning (Subdivision)
Reviewed by:	Matt Feldberg Manager, Development Services (Subdivision)
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services	

July 9, 2018

Cc: Paul Yeoman, Director, Development Services and Approval Authority

LM/FG

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Appendix A – Special Provisions

5. STANDARD OF WORK

Remove Subsection 5.7 and **replace** with the following:

- 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 116, 117, 126 and 127 of this Plan, which incorporate rear yard catchbasins, 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.

Add the following new Special Provisions:

- #1 The City may require the works and services required under this Agreement to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, all to the satisfaction of the City Engineer.
- #2 The Owner shall maintain works and services in this Plan in a good state of repair from installation to assumption, to the satisfaction of the City, at no cost to the City.

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 and **replace** with the following:

- 16.3 The Owner shall set aside Block 129 as a site for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.

24. IDENTIFICATION SIGNS / SITE SIGNAGE

Remove Subsection 24.1 in its entirety and **replace** with the following:

24.1 The Owner shall:

- a) erect, or cause to be erected, at his entire expense, subdivision identification signs in accordance with the City's standard "Specifications for Subdivision Identification Signs", as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the City;
- b) maintain signs all erected pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and will not be removed until 95% of all the subdivision housing units have been built and occupied, or assumption, all at the discretion of the City.
- c) notwithstanding any other provisions of this Agreement, refrain from making any application for building permits, which includes a permit restricting occupancy, until such time as the Owner has complied with subsections (a)

and (b) of this clause;

- d) prior to the issuance of a Certificate of Conditional Approval, erect a sign at each street entrance to the subdivision informing the public that the subdivision is un-assumed by the City. The sign shall be erected and shall be maintained until assumption, all to the satisfaction of the City, at no cost to the City. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City. The sign shall read:

This subdivision is currently not assumed by the City. Responsibility for the maintenance remains with Sifton Properties Limited. All City of London by-laws still apply;

- e) prior to the issuance of any Certificate of Conditional Approval, erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City.
- f) Within two (2) months of curb installation or as otherwise directed by the City, , erect at all street intersections and other locations as required by the City, permanent signs designating street names, parking restrictions and other information as required by the City. Installation and maintenance shall be the responsibility of the Owner, and at no expense to the City. All signs shall be of a design approved by the City.
- g) within two (2) years of registration of this Plan or otherwise directed by the City, install all permanent regulatory and non-regulatory traffic signage in accordance with the accepted engineering drawings. Regulatory signage that requires a City by-law (ie. Stop and Yield), shall be installed by the City on the permanent street name posts.

25.1 STANDARD REQUIREMENTS

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

- ~~(h) Within one (1) year of registration of the Plan, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway (Block 139) in accordance with City Standard No. SR-7.0.~~

Add the following new Special Provisions:

- #3 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install walkway lighting along the multi-use trail along Westdel Bourne on Block 142 of this Plan, as per the accepted engineering drawings, all to the satisfaction of the City Engineer.
- #4 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install street lighting on Westdel Bourne along the entire frontage of this Plan, as per the accepted engineering drawings, all to the satisfaction of the City Engineering.
- #5 Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the accepted hydro-geological and geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.
- #6 The Owner shall comply with any requirements of all affected agencies (eg. Hydro One Networks Incorporated, Ministry of Natural Resources, Upper Thames River Conservation Authority, Ministry of the Environment and Climate Change, etc.), all to the satisfaction of the City.

- #7 No construction or installation of any services (eg. clearing of servicing of land) involved with this Plan prior to obtaining all necessary permits, approvals and/or certificates that need to be issued in conjunction with the development of the subdivision (eg. Hydro One Networks Incorporated, Ministry of the Environment Certificates, City/Ministry/Government permits: Permit of Approved Works, water connection, water taking, crown land, navigable waterways, approval: Upper Thames River Conservation Authority, Ministry of Natural Resources, Ministry of the Environment and Climate Change, City, etc.)
- #8 The Owner shall hold Block 141 of this Plan, out of development until servicing and access is available on adjacent lands to the south in the future, to the satisfaction of the City.
- #9 The Owner shall include in the Agreement of Purchase and Sale for the transfer of the Block 141, a warning clause as follows:
- i) The purchaser or transferee shall not service Block 141 until adjacent lands to the south develop in the future, to the satisfaction of the City.
- #10 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 protect any existing private services in the said easement(s) until such time as they are removed and replaced with appropriate municipal and/or private services at no cost to the City.
- Following the removal of any existing private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this Plan, quit claimed to the satisfaction of the City, at no cost to the City.
- #11 The Owner shall satisfy all conditions associated with the approvals to divide Block 141 pursuant to the Part Lot Control section or other sections of the Planning Act, R.S.O. 1980.
- The Owner shall, at the time a decision is made on the type of housing units to be constructed on Block 141 or parts thereof in this subdivision, have its professional engineer submit to the City for review and approval revised servicing drawings, including lot grading plans, showing the final lot layout and details of private sewer and water services, and other related works, as required by the City.
- The Owner shall adhere to all current lot grading and servicing standards of the City, as specified by the City, for all servicing plans approved for this subdivision.
- The Owner shall have its professional engineer submit an initial conceptual lot grading plan to the City for review and approval, showing the grading scheme for this subdivision. This initial conceptual lot grading plan is to be attached to this Agreement as **Schedule 'I'** and is to be revised as required by and to the specifications of the City for all relotting or division of lots and blocks in this Plan.
- #12 Prior to assumption of this Plan by the City, in whole or in part, 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) for the removal of the temporary turning circle on Upper West Avenue inside this Plan, an amount of \$20,000;

- (ii) for the removal of the temporary turning circle on Upper Point Avenue inside this Plan, an amount of \$20,000;
 - (iii) removal of automatic blow-offs, an estimated amount of \$14,000;
 - (iv) removal of all temporary works, an estimated amount of \$2,975; and
 - (v) watermain extension on Upperpoint Avenue, an estimated amount of \$14,000.
- #13 The Owner shall submit confirmation that they have complied with any requirements of Union Gas Limited with regards to buffers/setbacks from the high pressure gas pipeline easement over lands located along the east side of Westdel Bourne, to the satisfaction of the City. The Owner shall not excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected in, on, over or through the said lands any pit, well foundation, pavement, building or other structure or installation without first obtaining prior written approval from Union Gas Limited.
- #14 The Owner agrees to register on title and include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all corner lots in this Plan (including lots with side frontages to parks and/or open spaces), are to have design features, such as but not limited to porches, windows, articulation and other architectural elements that provide for a street oriented design. Additionally, the owner agrees to include that limited chain link or decorative fencing may be provided along no more than 50% of the side yard abutting the road/park/open space.

25.2 CLAIMS

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

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

The anticipated reimbursements from the development charge Reserve Funds are:

- (i) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$94,140;
- (ii) for the construction of internal widening of Upperpoint Gate, the estimated cost of which is \$5,541 as per the accepted work plan;
- (iii) for the engineering cost for the internal widening of Upperpoint Gate, the estimated cost of which is \$818 as per the accepted work plan;
- (iv) for the installation of street and pathway lighting on Westdel Bourne, the estimated cost of which is \$236,000, as per the accepted work plan;
- (v) for the engineering costs for the installation of street and pathway lighting on Westdel Bourne, the estimate cost of which is \$35,400, as per the accepted work plan;

- (vi) for the construction of Future Open Space Parks, the estimated cost of which is \$73,277 as per the accepted work plan;
- (vii) for the engineering costs for the construction of Future Open Space Park, the estimated cost of which is \$10,991 as per the accepted work plan;
- (viii) for the construction of the Riverbend South Warbler Woods ESA, the estimated cost of which is \$8,250 as per the accepted work plan;
- (ix) for the engineering costs for the construction of the Riverbend South Warbler Woods ESA, the estimated cost of which is \$1,238 as per the accepted work plan;
- (x) for the construction of a sidewalk equivalent on Westdel Bourne, the estimated cost of which is \$100,000, as per the accepted work plan;
- (xi) for the engineering costs for the construction of a sidewalk equivalent on Westdel Bourne, the estimated cost of which is \$15,000, as per the accepted work plan; and
- (xii) for the engineering costs for channelization on Westdel Bourne, the estimated cost of which is \$8,690, as per the accepted work plan;

This may be removed as work plans would be approved.

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

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

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

Add the following new Special Provisions:

- #15 Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:
 - i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
 - ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.
- #16 The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable 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.
- #17 The Owner shall ensure that the City is formally invited to all construction

site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two weeks notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.

- #18 The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the work plan prior to authorizing work.

25.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- #19 Prior to the issuance of any Certificate of Conditional approval, the Owner shall construct and have operational temporary sediment and erosion control works on Blocks 132, 133, 134 and 135 as per the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.
- #20 All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed upon when warranted or upon placement of Granular 'B' as per accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.

25.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #21 The Owner shall restore all disturbed areas to as new condition with hydroseed or 100 mm topsoil, to the satisfaction of the City, at no cost to the City.
- #22 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary V-channel swale along Westdel Bourne as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #23 The Owner shall grade the portions of Blocks 132 to 135 inclusive, which have a common property line with Westdel Bourne, to blend with the ultimate profile of Westdel Bourne, in accordance with the accepted engineering drawings, at no cost to the City.
- #24 The Owner shall include in all Agreements of Purchase and Sale for the transfer of Lots 116, 126 and 127 in this Plan, as an overland flow route is located on the Lots, a covenant by the purchaser or transferee to observe and comply with the following:
- i) The purchaser or transferee shall not alter or adversely affect the overland flow route on Lots 116, 126 and 127 in this Plan as shown on the accepted lot grading and engineering drawings for this subdivision.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage.

- #25 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile, all to the satisfaction of the City and at no cost to the City.

25.8 STORMWATER MANAGEMENT

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

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
- i) The SWM criteria and environmental targets for the Downstream Thames Subwatershed Study and any addendums/amendments;
 - ii) The Municipal Class Environmental Study Report – Schedule C – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary ‘C’, Downstream Thames Subwatershed (AECOM, Dec. 2013) and any addendums/amendments;
 - iii) The Functional Design of the Tributary ‘C’ Storm Drainage and Stormwater Management Servicing Works Downstream Thames River Subwatershed Report (Matrix Solutions Inc. August 2015) and any addendums/amendments;
 - iv) The City’s Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not be limited to quantity/quality control, erosion, stream morphology, etc.;
 - v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - vi) The City’s Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - vii) The City of London Environmental and Engineering Services Department Design Specifications and Requirements Manual, as revised;
 - viii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
 - ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- #26 Prior to the issuance of any Certificate of Conditional Approval for any Lots and blocks in this Plan or as otherwise approved by the City Engineer, all storm/drainage and SWM related works to serve this Plan including the Regional Tributary ‘C’ SWM Facilities ‘G’, ‘A’ and ‘F’ and interim ‘A’ serving this Plan must be constructed and operational in accordance with the Municipal Class Environmental Study Report – Schedule ‘C’ – Storm/Drainage and Stormwater Management, Transportation and Sanitary Servicing works for Tributary ‘C’, Downstream Thames Subwatershed (AECOM, Dec. 2013), the approved design criteria and the accepted engineering drawings, all to the satisfaction of the City.
- #27 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 14 to 22, both inclusive, in this Plan, a covenant by the purchaser or transferee to observe and comply with the following:
- The purchaser or transferee shall construct the roof water leaders on Lots 14 to 22, both inclusive, as shown on the accepted lot grading and engineering drawings for this subdivision.

- #28 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 14 to 22, both inclusive, a covenant by the purchaser or transferee to observe and comply with the following:

The purchaser or transferee shall not alter the roof water leaders on Lots 14 to 22, both inclusive, as shown on the accepted lot grading and engineering drawings for this subdivision. The maintenance of the roof water leaders are the responsibility of the owner of the said Lots.

- #29 Prior to assumption of this Plan by the City, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
- #30 The Owner's Professional Engineer shall identify winter maintenance operations protocol (ie. No salting of roads, etc.) for all proposed road infrastructures within this Plan that have the potential to impact the Tributary 'C' environmentally sensitive area(s), all to the specifications and satisfaction of the City Engineer.

25.9 SANITARY AND STORM SEWERS

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

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Downstream Thames Subwatershed, and connect them to the City's existing storm sewer system being the 750 mm diameter storm sewer on Upperpoint Avenue, the 1050 mm diameter storm sewer on Westdel Bourne, the 375 mm diameter storm sewer on Riverbend Road, the 300 mm diameter storm sewer on Upper West Avenue, the 375 mm diameter storm sewer on Boardwalk Way and the 300 mm diameter storm sewer on Trailsway Avenue.

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 (j) as this is not applicable.

- ~~(j) The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands [redacted] described, 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 this 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 250 mm diameter sanitary sewer on Upperpoint Avenue, the 250 mm diameter sanitary sewer on Westdel Bourne, the 200 mm diameter sanitary sewer on Riverbend Road, the 200 mm diameter sanitary sewer on Upper West Avenue and the 200 mm diameter sanitary sewer on Trailsway Avenue.

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:

- #31 The Owner shall construct a sanitary and storm sewer within the Westdel Bourne road widening block, Block 142, as per the accepted engineering drawings, to the satisfaction of the City.
- #32 The Owner shall remove the existing 800 mm diameter CSP on Westdel Bourne at Upperpoint Gate and replace as per the accepted engineering drawings, to the satisfaction of the City.
- #33 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission, remove and dispose of the existing septic system and weeping bed on Block 135 to the satisfaction of the geotechnical engineer and the City, at no cost to the City.
- #34 The Owner shall construct a storm sewer and associated appurtenances on Park Blocks 130 and 136 as per the accepted engineering drawings, to the satisfaction of the City.
- #35 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing storm manhole R26 at the intersection of Trailsway and Boardwalk Way, as per the accepted engineering drawings, to the satisfaction of the City.
- #36 The Owner shall include in the Agreement of Purchase and Sale for the transfer of the Block 129 of this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Block may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.
- #37 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct make adjustments to any existing works and services on Riverbend Road, Upper West Avenue, Boardwalk Way, Trailsway Avenue, Upperpoint Boulevard and Westdel Bourne in Plan 33M-711, adjacent to this Plan, if necessary, to accommodate the proposed works and services on these streets (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, al to the satisfaction of the City Engineer, at no cost to the City.

25.10 WATER SERVICING

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

- (c) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 300 mm diameter watermain on Upperpoint Boulevard, the 300 mm diameter watermain on Upperpoint Gate, the 300 mm diameter watermain on Upperpoint Avenue, the 300 mm diameter watermain on Boardwalk Way, the 200 mm diameter watermain on Riverbend Road, the 200 mm diameter watermain on Upper West Avenue, to the specifications of the City Engineer.

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

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

- (d) Prior to the issuance of any Certificates 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.

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

- (h) Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units.

Add the following new Special Provisions:

#38 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 for the following:

- i) to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device at the time of their installation until removal;
- ii) any incidental and/or ongoing maintenance, periodic adjustments, repairs, replacement of broken, defective or ineffective product(s), poor workmanship, etc., of the automatic flushing devices;
- iii) payment for maintenance costs for these devices incurred by the City on an ongoing basis until removal;
- iv) all works and the costs of removing the devices when no longer required; and
- v) ensure the automatic flushing devices are connected to an approved outlet.

#39 The Owner shall ensure the limits of any request for Conditional Approval shall conform to the staging plan as set-out in the accepted engineering drawings and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the staging as set out in the accepted water servicing report, and the watermains are not installed to the stage limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

#40 Prior to connection of the constructed water distribution system to the City's Municipal water distribution system, the Owner shall ensure that watermains are commissioned in accordance with the requirements of the City of London's Standard Contract Documents and all water quality measures are in place.

#41 In the event the 300 mm diameter watermain installed along Upperpoint Gate, Upperpoint Avenue and Boardwalk Way as part of Plan 39T-14505 is not in a location free of conflict and deemed acceptable by the City in relation to proposed roadways, the Owner shall remove the watermain and relocate it to standard location, at no cost to the City, to the satisfaction of the City Engineer.

#42 The Owner shall include in all Agreements of Purchase and Sale, and/or Lease of any proposed development Blocks 129, 131, 132, 133, 134, 135 and 141 in this Plan, a warning clause advising the purchaser/transferee that if it is determined by the Ministry of Environment and Climate Change (MOECC) that the water servicing for the Block is a regulated drinking water system, then the Owner or Condominium

Corporation may be required to meet the regulations under the Safe Drinking Water Act and the associated regulation O.Reg. 170/03.

If deemed a regulated system, the City of London may be ordered by the Ministry of the Environment and Climate Change (MOECC) to operate this system in the future. The system may be required to be designed and constructed to City standards.

#43 The following warning clause shall be included in all Agreements of Purchase and Sale or Lease of all Lots and Blocks in this Plan:

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

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

#45 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Blocks 131 and 132 in this Plan are to have pressure reducing valves installed and included in the building permit applications for the Blocks.

#46 The available fire flows for the development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study as identified on the subdivision Water Distribution Plan. Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

25.10 HYDROGEOLOGICAL WORKS

Add the following new Special Provision:

#47 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide a monitoring program for the target wetland water balance to the City over a 5 year period, to the specifications and satisfaction of the City. Should any remedial work be required, the Owner shall complete these works, to the satisfaction of the City, at no cost to the City.

25.11 ROADWORKS

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

- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
 - (i) a fully serviced road connection where Upperpoint Gate in this Plan joins with Westdel Bourne, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Upperpoint Avenue in this Plan joins with Upperpoint Boulevard in Plan 33M-711, including all underground services and all related works as per the accepted engineering drawings;

- (iii) a fully serviced road connection where Riverbend Road in this Plan joins with Riverbend Road in Plan 33M-711, including all underground services and all related works as per the accepted engineering drawings;
- (iv) a fully serviced road connection where Boardwalk Way in this Plan joins with Boardwalk Way in Plan 33M-711, including all underground services and all related works as per the accepted engineering drawings;
- (v) a fully serviced road connection where Trailway Avenue in this Plan joins with Trailway Avenue in Plan 33M-711, including all underground services and all related works as per the accepted engineering drawings;
- (vi) a fully serviced road connection where Upper West Avenue in this Plan joins with Upper West Avenue in Plan 33M-711, including all underground services and all related works as per the accepted engineering drawings;
- (vii) street lighting and pathway lighting along multi-use trail Block 142 and on Westdel Bourne;
- (viii) a sidewalk equivalent across the frontage of this Plan on the boulevard of Westdel Bourne;

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 Westdel Bourne, Upperpoint Boulevard, Riverbend Road, Boardwalk Way, Trailway Avenue, Upper West Avenue, in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

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.

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

- (i) Within one (1) year of registration of this Plan, the Owner shall:
 - (i) install street lights on each street shown on the plan of subdivision at locations suitable to the City and in accordance with the specifications and

standards set forth by the London Hydro for the City of London for street lighting on City roadways as per the accepted engineering drawings;

- (ii) install walkway lighting on Block 139 as necessary on the walkway blocks in this Plan in accordance with City requirements, all to the specifications of the City; and
- (iii) all street lighting and walkway lighting shall match the style of street light poles and luminaires already existing or approved along the developed portion of the streets adjacent to this Plan, all to the satisfaction of the City Engineer.

All at no cost to the City and in accordance with the accepted drawings and City standards.

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

- (n) Within one (1) year of registration of this Plan or as otherwise agreed to by the City, concrete sidewalks shall be constructed on all pedestrian walkways shown in this Plan in accordance with 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 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.

Revise 25.11 (q) as shown below:

- (q) Where traffic calming measures are required within this Plan:
 - (i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.
 - ~~(ii) The Owner shall notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.~~
 - ~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~
 - (iv) The Owner shall include in all Agreements of Purchase and Sale or Lease for the transfer of Lots and Blocks on Upperpoint Avenue, Upperpoint Gate, Trailway Avenue, Upper West Avenue, Riverbend Road and Boardwalk Way in this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including ~~traffic calming circles~~, raised intersections, raised pedestrian crosswalks, ~~splitter islands~~ and speeds cushions, 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 Westdel Bourne via Upperpoint Gate.

Add the following new Special Provisions:

- #48 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install intersection lighting on Westdel Bourne at Upperpoint Gate, as per the accepted engineering drawings, all to the satisfaction of the City.
- #49 The Owner shall convey Future Development Block 140 to the City for future use as access and servicing for external lands, at no cost to the City. Should the adjacent lands develop for residential use and Future Development Block 140 is required for a private access, Block 140 shall be sold at fair market value, as determined by the City acting reasonably to the owners of the adjacent lands for access purposes, and the City shall pay the net proceeds of that sale (minus any City costs) to the adjacent owner within 30 days of such sale. If this Block is not needed upon development or redevelopment of the lands to the south of this block, the City agrees that the Block shall be returned to the Owner for a nominal fee, plus the cost of any associated legal fees for document preparation, for use as a building lot.
- #50 The Owner shall construct a temporary turning circle at the west limit of Upper West Avenue, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Upper West Avenue, as shown on this Plan, prior to its extension to the west, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the west limit of Upper West Avenue and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

- #51 The Owner shall construct a temporary turning circle at the south limit of Upperpoint Avenue, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Upperpoint Avenue, as shown on this Plan, prior to its extension to the south, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the south limit of Upperpoint Avenue and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used

for temporary turning circle purposes which are no longer required at no cost to the City.

#52 The Owner shall construct Upperpoint Avenue and Upperpoint Gate to secondary collector road standards on a right-of-way width of 20 metres as identified in the Riverbend South Secondary Plan, as per the accepted engineering drawings, to the satisfaction of the City.

#53 The Owner shall align the centrelines of streets in this Plan with streets in Plan 33M-711 to the north of this Plan, as per the accepted engineering drawings and to the satisfaction of the City.

#54 Barricades are to 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 assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

#55 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained adjacent to the location of the future walkway that indicates Future Walkway Location, as identified on the accepted engineering drawings, and the Owner shall construct the walkway to a minimum granular base, to the satisfaction of the City Engineer.

#56 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Upperpoint Avenue, Upperpoint Gate, Trailsway Avenue, Fountain Grass Drive, Riverbend Road and Boardwalk Way adjacent to the raised intersection that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

#57 Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection on Upperpoint Avenue, Upperpoint Gate, Trailsway Avenue, Fountain Grass Drive, Riverbend Road and Boardwalk Way, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.

#58 The Owner shall be required to make minor boulevard improvements on Westdel Bourne adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

#59 The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.

#60 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a maintenance access over Block 142 connecting to Westdel Bourne as per the accepted engineering drawings, to the satisfaction of the City Engineer.

#61 The Owner shall provide sufficient security for the future removal of a portion of the temporary maintenance access connecting to Westdel Bourne and all restoration costs associated with the removal, to the satisfaction of the City.

#62 The Owner shall maintain the sewers and maintenance access within Block 142 in this Plan as required herein until the said sewers and maintenance access are assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.

25.12 PARKS

- #63 Within one (1) year of registration of the Plan, the Owner shall construct 3.0 metre wide pathways on Blocks 130, 136, 138 and 139, to the satisfaction of the City.
- #64 Within one (1) year of registration of this Plan, the Owner shall construct 1.5m high chain link fencing without gates in accordance with current City park standards (SPO 4.8) or approved alternate, along the property limit interface of all existing and proposed private lots adjacent to existing and/or future Park, Open Space and Walkway Blocks. Fencing shall be completed to the satisfaction of the Manager of Environmental and Parks Planning.
- #65 The Owner shall prepare and deliver to all homeowners an education package which explains the stewardship of natural areas, the value of existing tree cover and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of Manager of Environmental and Parks Planning.
- #66 The Owner shall not grade into any open space areas. Where Lots or Blocks abut an open space area, all grading of the developing lots or blocks at the interface with the open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the open space shall be to the satisfaction of the Manager of Environmental and Parks Planning.
- #67 Prior to construction, site alteration or installation of services, robust silt fencing/erosion control measures must be installed and certified with site inspection reports submitted to the Environmental and Parks Planning Division monthly during development activity along the edge of the woodlots.
- #68 Prior to the construction of the park blocks, the Owner shall demonstrate to the City a professional landscape architect is hired to coordinate all aspects of park and open space work, including preparation of a work plan, preparation of tenders and contract documents, project scheduling and contract administration/site supervision.
- #69 During construction within all park and open space blocks, the Owner's landscape architect shall coordinate site meetings with staff from the City's Environmental & Parks Planning Section as needed. As a minimum, site meetings shall occur at the following critical stages of park development:
- At the completion of rough grading and prior to importing topsoil and fine grading.
 - At the completion of fine grading and prior to seeding.
 - At the completion of granular base prep for asphalt pathways and prior to paving.
- #70 For all park and open space blocks, the Owner's landscape architect shall provide a letter of certification confirming as built conditions match approved plans, specifications and contract documents. Any changes to park and open space plans must be approved by the City of London prior to work progressing on site.
- #71 Within six (6) months of substantial completion for all park and open space blocks, the Owner's landscape architect shall compile and submit as built drawings for all park and open space infrastructure/site amenities and landscape restoration.
- #72 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the maintenance access/recreational pathway within Block 142, as per

approved engineering plans, at no cost to the City and to the satisfaction of the City.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Riverbend Road, Fountain Grass Drive, Upperpoint Gate and Upperpoint Avenue shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Upper West Avenue, Trailsway Avenue, Boardwalk Way, Trailsway Drive shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
- Upperpoint Gate from Westdel Bourne to 45 metres east of Westdel Bourne shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 25.5 metres. The widened road on Upperpoint Gate shall be equally aligned from the centreline of the road and tapered back to the 8.0 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre sidewalk shall be constructed on **both** sides of the following:

- Fountain Grass Drive
- Upperpoint Avenue
- Upperpoint Gate

A 2.4 metre sidewalk shall be constructed on the following:

- east boulevard of Upperpoint Avenue fronting Block 129
- north boulevard of Boardwalk Way fronting Block 129

A 1.5 metre sidewalk shall be constructed on **one** side of the following:

- Riverbend Road – east boulevard
- Upper West Avenue – east and south boulevards
- Trailsway Avenue – west boulevard
- Boardwalk Way – north boulevard, east of Riverbend Road
- Trailsway Drive- north boulevard
- Boardwalk Way –south boulevard - between Riverbend Road and Upperpoint Avenue

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkway shall be constructed on Block 139 of this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 143, 144, 145, 146, 147, 148, 149 and 150
Road Widening (Dedicated on face of plan):	Block 142
Walkways:	Block 139
5% Parkland Dedication:	Blocks 130, 136 and 138
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	Block 129
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LANDS TO BE HELD IN TRUST BY THE CITY:

Future Development Block	Block 140
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

CASH PORTION:	\$ 917,038
BALANCE PORTION:	<u>\$5,196,550</u>
TOTAL SECURITY REQUIRED	\$6,113,588

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. CPOL-13-114 A-~~7146-255~~ and policy adopted by the City Council on April 4, 2017 ~~July 27, 2014~~ and any amendments.

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

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

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) Multi-purpose easements for works and/or servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) For temporary works eg. DICB's

- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over the following:
 - (i) part of Block 141 within this Plan
 - (ii) parts of Lots 20, 21, 22, 53, 54 and 55 within this Plan

Appendix B – Related Estimated Costs and Revenues

Warbler Woods Phase 2 - Sifton Properties
Agreement
39T-16502

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^(Note 1)	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF	
- Watermain - internal oversizing subsidy (DC14-WD01001)	\$94,140
- Internal widening of Upperpoint Gate (DC14-RS00063)	\$5,541
- Internal widening of Upperpoint Gate Engineering (DC14-RS00063)	\$818
- Street lighting on Westdel Bourne construction (DC14-RS00070)	\$236,000
- Street lighting on Westdel Bourne engineering (DC14-RS00070)	\$35,400
- Future Open Space Parks construction (DC14-PR00086)	\$73,277
- Future Open Space Parks engineering (DC14-PR00086)	\$10,991
- Riverbend South Warbler Woods ESA construction (DC14-PR00108)	\$8,250
- Riverbend South Warbler Woods ESA engineering (DC14-PR00108)	\$1,238
- Sidewalk equivalent on Westdel Bourne construction (DC14-RS00069)	\$100,000
- Sidewalk equivalent on Westdel Bourne engineering (DC14-RS00069)	\$15,000
Claims for City led construction from CSRF	
- Westdel Bourne Channelization engineering fees (DC14-RS00067)	\$8,690
TOTAL	\$589,344
Estimated Total DC Revenues ^(Note 2) (2018 Rates)	Estimated Revenue
CSRF	\$13,243,209
UWRF	\$1,162,447
TOTAL	\$14,405,656

1. Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
2. Estimated Revenues are calculated using 2018 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:

July 3/2018
Date


M. Feldberg
Manager, Development Services
(Subdivisions)

Reviewed by:

July 3, 2018
Date


P. Yeoman
Director, Development Finance

Appendix C – Source of Financing