

Appendix A – Special Provisions

PROVISIONS OF DEVELOPMENT

1. DEFINITIONS

Add the following Definition:

- #1 “Works and Services” means any and all required works, matters or things required to be installed and constructed by the Owner under this Agreement, including but not limited to earthworks, base and surface asphalt, curb and gutter, sidewalk, traffic islands, driveway ramps, fences, landscaping, boulevards, asphalt walkways, street signs, sanitary sewers, storm sewers, private drain connections, all appurtenances (eg. manholes, catchbasins, catchbasin leads), stormwater management works, watermains and services, valves, hydrants and granular road base.

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.~~

Add the following new Special Provisions:

- #2 The City may require the Works and Services required under this Agreement to be completed by a contractor whose competence is approved jointly by the City Engineer and the Owner, all to the satisfaction of the City Engineer.
- #3 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.
- #4 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.

Revise the highlighted:

Any variance from items 5.1 to 5.20 above must be clearly set forth in **Schedule “C”**. All the foregoing Works and Services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing Works and Services, until the same have been assumed by

the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the City Engineer.

16. PROPOSED SCHOOL SITES

Remove Subsections 16.3 to 16.9 as there are no school blocks in this Plan.

~~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.~~

~~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.~~

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 all signs erected pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and ensure that the signs are not be removed until the earlier of 95% of the subdivision housing units have been built and occupied or assumption;

- 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 **(name of the developer)**. All City of London by-laws still apply.”

- e) ~~prior to the issuance of a 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, prior to the construction of any dwellings within this Plan, 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.~~

~~prior to the issuance of a Certificate of Conditional Approval, the Owner shall 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.~~

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (a) as it is repeated in Subsection 5.20:

- ~~(a) Prior to the construction of any works on existing City streets, the Owner shall have its Professional Engineer notify in writing all affected property owners of all works proposed to be constructed on existing City streets in conjunction with this subdivision in accordance with the City’s policy on “Guidelines for Notification to Public for Major Construction Projects”.~~

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 in accordance with City Standard No. SR-7.0.~~

Add the following new Special Provisions:

- #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 hydrogeological and geotechnical report have been 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 Subject to Site Plan Approval, 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 include in all Purchase and Sale or Lease Agreements the requirement that the homes to be designed and constructed on all corner Lots (1, 17, 28, 40, 54, 55, 63, 71, 72, and 77), 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 Manager Development Planning or 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

Remove Subsection 25.2 as there are no claims

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #9 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owner to the north and east to regrade a portion of the property, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
- #10 The Owner shall ensure any grading on Lots in this Plan shall be compatible with the Heard Drain interface, all to the specifications and satisfaction of the City Engineer.
- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove any existing diversion swales and associated works, all to the satisfaction of the City Engineer. The Owner is responsible for all costs related to any redirection of overland flow routes.

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 City's Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not be limited to quantity/quality control, erosion, stream morphology, etc.
 - v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - vii) The City of London Design Specifications and Requirements Manual, as revised;
 - viii) The Ministry of the Environment, Conservation and Parks (MECP) SWM Practices Planning and Design Manual (2003);
 - ix) The Ministry of the Environment, Conservation and Parks (MECP) Low Impact Development (LID) Stormwater Management Guidance Manual; and
 - x) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- #12 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing temporary sediment basin and all associated works (eg. headwall, etc.) and quit claim any existing easements, all to the satisfaction of the City Engineer. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes.
- #13 The Owner shall restore any disturbed area within the Heard Drain to as good or in better condition than existing, to the satisfaction of the City, at no cost to the City.
- #14 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. Further, should the property owner desire to construct a fence at the interface (on the property line) with the Open Space SWM blocks, fencing shall be in accordance with current City park standards (SPO 4.8) or approved alternate, to the specifications 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 outlet the major and minor flows to the existing regional Fox Hollow SWM Facility # 3 and connect them to the City's existing storm sewer system as per the accepted engineering drawings, to the satisfaction of the City Engineer.

Remove Subsection 25.8 (d) as there are no sanitary or storm manholes located within easements in this plan.

- ~~(d) The Owner shall provide a maintenance access for all sanitary sewer manholes which will be located in easements on private property or ensure the manholes will be located within a paved area in a location acceptable to the City Engineer to facilitate maintenance of the sanitary sewer system. The Owner shall ensure all storm sewer manholes which will be located in easements on private property, shall be located within a paved area or alternative location which will allow access to the satisfaction of the City Engineer.~~

Remove Subsection 25.8 (e) as it is not applicable.

- ~~(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.

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

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

- (o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system in accordance with the accepted engineering drawings, to the satisfaction of the City Engineer.

Add the following new Special Provisions:

- #15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove the existing headwall and associated works (eg. construction access) adjacent to Lot 64 on Heardcreek Trail and adjacent lands in this Plan and quit claims any existing easements, all to the satisfaction of the City Engineer, at no cost to the City. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes.
- #16 The Owner shall remove the temporary Ditch Inlet Catch Basins (DICBS), etc. and the existing easements on Lots in this Plan may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #17 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing Works and Services on Heardcreek Trail and Applerock Avenue, adjacent to this plan to accommodate the proposed Works and

Services on this street to accommodate this Plan (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

25.9 WATER SERVICING

Remove Subsection 25.9 (b) as there are no Blocks in this Plan.

~~(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 (c) as it is repeated below:

~~(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, all to the specifications 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.

Add the following new Special Provisions:

#18 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, as per the accepted engineering drawings, 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.

#19 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/assumption;
- 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/assumption;
- 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.

#20 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 engineering drawings, and the watermains are not installed to the

stage limits, the Owner would be required to submit revised plans and hydraulic modelling as necessary to address water quality, all to the satisfaction of the City Engineer.

#21 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 complete the following for the provision of water service to this draft Plan of Subdivision:

- i) 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;

#22 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 of automatic blow-offs, a cost of \$2,000;

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 Heardcreek Trail in this Plan joins with Heardcreek Trail in Plans _____ and _____ to the east and west, including all underground services and all related works as per the accepted engineering drawings; and
 - (ii) a fully serviced road connection where Bush Hill Link in this Plan joins with Applerock Avenue in Plan _____, including all underground services and all related works as per the accepted engineering drawings;

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

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

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) and **replace** with the following:

- (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, and
 - ~~(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 register against the title of all Lots on Heardcreek Trail in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including ~~traffic calming circles, raised 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 Sunningdale Road West via Fair Oaks Boulevard.

Add the following new Special Provisions:

- #23 Prior to any work on the site, the Owner shall install signage advising construction traffic that loads on Sunningdale Road West are restricted to a maximum weight of five (5) tonnes per axle for any vehicle travelling on this road during the period March 1 to April 30, inclusive, in any year.
- #24 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Heardcreek Trail adjacent to the raised crosswalk locations that indicate Future Raised Crosswalk Locations, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #25 Prior to assumption or when required by the City Engineer, the Owner shall install raised crosswalks on Heardcreek Trail, including permanent signage and pavement marking as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #26 The Owner shall comply with conditions set out in the existing reciprocal agreement (Agreement between Claybar Developments Inc., Foxhollow Developments Inc., Fox Hollow North Kent Developments Inc., Landea Developments Inc. and Landea North Developments Inc. dated November 30, 2009) between the adjacent property owner to the east to construct adequate municipal services, grading, drainage and accesses over the external lands to the east, to develop this Plan, all to the satisfaction of the City Engineer, at no cost to the City.
- #27 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)

25.12 PARKS

Remove Subsection 25.12 (a) and **replace** with the following:

- (a) ~~Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and seed all Park Blocks and Open Space Blocks, transferred to the City as part of the parkland dedication requirements, pursuant to current City Park development standards, to the satisfaction of City, and at no cost to the City.~~

~~Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades~~

~~prior to topsoil installation.~~

Within one (1) year of registration of this Plan, the Owner shall grade, service and seed all Park Blocks in conformity with approved engineering plans and to the satisfaction of the Manager of Environmental and Parks Planning.

The Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades prior to topsoil installation.

Remove Subsection 25.12 (b) and **replace** with the following:

- (b) ~~Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall install a 1.5 metre chain link fence, without gates, along the property limit interface of all private Lots and Blocks adjacent to any park and/or open space Blocks, in accordance with City Standard S.P.O. 4.8, to the satisfaction of the City, and at no cost to the City. Any alternative fencing arrangements shall be to the approval and the satisfaction of the City.~~

~~Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City Plan that identifies that the fencing has been installed as per the approved plan.~~

Within one (1) year of registration of the Plan, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City standards (SPO 4.8) or approved alternate, along all property lines abutting parkland in accordance with approved engineering plans. Fencing shall be completed to the satisfaction of the City.

The Owner shall have its consultant provide a certificate to the City Plan that identifies that the fencing has been installed as per the approved plan.

Add the following new Special Provisions:

- #28 All park blocks lands shall be sufficiently protected from sediment throughout the construction period. A sediment barrier shall be established along the Open Space limits to the satisfaction of the City Planner.
- #29 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 Director, Development Services.
- #30 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 Director, Development Services.
- #31 Within one (1) year of registration of the Plan, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City standards (SPO 4.8) or approved alternate, along all property lines abutting parkland in accordance with approved engineering plans. Fencing shall be completed to the satisfaction of the City.

- #32 Within one (1) year of registration of this Plan, the Owner shall grade, service and seed all Park Blocks in conformity with approved engineering plans and to the satisfaction of the Manager of Environmental and Parks Planning.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2018, 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 shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Bush Hill Link shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres
- Shields Place shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres

Sidewalks

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

- (i) Heardcreek Trail – south boulevard
- (ii) Shields Place – west boulevard

Pedestrian Walkways

There are no pedestrian walkways in 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 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:	Block 89
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 86, 87 and 88 with additional parkland to be provided through 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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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2018, 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:	\$ 337,501
BALANCE PORTION:	<u>\$1,912,504</u>
TOTAL SECURITY REQUIRED	\$2,250,005

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.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2018, 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:

There are no multi-purpose easements required in this Plan.